

MEMORANDUM OF UNDERSTANDING BETWEEN
HOCKINSON EDUCATION ASSOCIATION
AND
HOCKINSON SCHOOL DISTRICT

The Hockinson Education Association (Association) and the Hockinson School District (District) agree to the following related to the reopening of school for the 2020-21 school year amid the virus that causes the illness COVID-19. This agreement only pertains to the initial reopening where most students are engaged in remote learning or the Hockinson Virtual Academy.

This Memorandum of Understanding (MOU) is the agreement between the Association and the District regarding the changes in the conditions of wages, benefits and working conditions for the Association members for the 2020-2021 school year. This agreement is consistent with the relevant federal, state, and local health agencies and educational requirements.

The parties have a mutual interest in protecting the health and safety of students, families, employees, and the community. They also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students of color, students living in poverty, students who identify as LGBTQ+, and students receiving special education and English language learners.

The parties recognize that the COVID-19 pandemic is an unprecedented and still developing situation that may require further communication and additional agreement.

The parties agree to the following:

Modes of School Operation for 2020-2021:

1. After considering the DOH, CCPH, CDC, and OSPI guidelines and/or requirements, the Board will determine the mode by which school will be conducted for the 2020-2021 school year. Modes of school operation may include, but are not limited to: (a) remote (i.e., online) instruction for all students; (b) remote instruction for most students, with certain high-needs students (e.g., students with disabilities, English Learners-ELs, Learning Assistance Program-LAP students, students at-risk, etc.) receiving in-person instruction (c) a “hybrid” approach that combines in-person instruction for all or most students with remote instruction; and (d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the Board may change modes at its discretion consistent with the recommendation from the DOH and in consultation with CCPH, as the COVID-19 situation evolves (e.g., if a remote model is used and the rate of infection decreases, the Board may adjust to a hybrid model).
2. The parties agree to reconvene should the District make further changes to school operations that affect wages, hours, or working conditions that are not addressed by this

MOU, the District will provide the Association leadership and employees 5 workdays advance notice of a possible change to the mode of school operation. The parties will meet within 5 workdays of this notice, unless otherwise mutually agreed upon.

3. To meet the needs of specific students, staff may at their discretion reschedule nonsynchronous portions of their day to provide direct support or services to students outside of their normal contract hours.
4. The district shall investigate and invest in appropriate technology to allow staff to conduct evaluations, testing, and progress monitoring online where feasible.

Student and Staff Health Precautions

1. The District will implement District-wide health and safety protocols that will be designed to comply with applicable guidance of all relevant public health agencies, which will include the following: the Federal Centers for Disease Control and Prevention (CDC); Proclamations by Governor Jay Inslee; Department of Health (DOH); Office of Superintendent of Public Instruction (OSPI); the Washington State Department of Labor and Industries (L&I) and Clark County Public Health (CCPH).
2. Prior to the start of the 2020-21 school year, the District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols, as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees. Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. The communication must be provided, and in multiple formats, such as email, postal mail, and phone calls. This communication shall be in the home languages of students' families/guardians.
3. The District will provide a current list of names and contact information for COVID Site Coordinators to the Association. No bargaining unit employee shall act in this role. Employees will report any COVID-related concerns to their COVID Site Coordinator, who will acknowledge receipt of the concern and, where allowable by law, report the outcome to the employee.
4. The District will provide the following training opportunities for all Association employees on health and safety protocols then in existence prior to the start of the 2020-21 school year: COVID-19 Safe Schools module.
5. The District will provide the following Personal Protective Equipment ("PPE") to Association employees when required to meet state health and safety standards: face coverings, face shields, disposable gloves, and disinfectant supplies. Disposable barrier

gowns, plexiglass or other non-permeable clear screens, and additional specialized PPE that might be needed (ex. mask with clear inserts) will be provided for specialized job duties when available i.e. SLP, OT, etc.

6. In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for, or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary as directed by the CCPH, those contact-tracing and communication duties will be performed in consultation with the District's Health and Safety Coordinator and/or District Nurse and CCPH.
7. Meetings of employees, including professional development, may be held in-person during remote or hybrid instruction, provided the number of employees present, and physical setup of the meeting is consistent with then-existing state requirements. If higher-risk employees are required to attend meetings held in-person, a remote attendance option (such as videoconferencing) will be offered.

Scheduling and Instruction Plan

1. All students assigned to an educator shall count towards their bargained class size or caseload.
2. An employee may work remotely for any or all of their remote learning instruction time, but is encouraged by the District to work onsite. This does not apply to assignments that require in-person instruction as outlined in this MOU. Should an employee be unavailable to work all or part of their normal contracted time, the employee must apply for the appropriate paid or unpaid leave unless they have rescheduled portions of their day to provide direct support or services, based on student need, outside of their normal contract hours. During remote instruction, employees who choose to work offsite will notify their building administrator and ensure that they have reliable internet to perform online instruction. The district will make every effort to provide hot spots to employees who fall into the high-risk category and have unreliable internet.
3. Employees shall have access to their classrooms, technology, and teaching materials in the event of remote learning or assignment to distance only instruction. Teachers retain the discretion to work from home during remote learning or assignment to distance only instruction, and may bring necessary materials home to complete their job duties with the exception of technology beyond their school-issued device i.e. Chromebook, iPad, etc. All materials removed from work sites remain the property of the district and must be checked out to track assets. The district will make an effort to provide hot spots for teachers that have insufficient connectivity at their home if they have been identified as high-risk.
4. No certificated staff member will be required to substitute for another staff member, but may volunteer as listed in the CBA. Classes will not be combined to alleviate sub

shortages. HSD will make every effort to expand the pool of substitute teachers available, and will provide training for substitute teachers in the use of the Learning Management Platforms and District safety and health protocols.

5. Where applicable, materials fees and access to building budgets will be maintained. Financial assistance for materials fees and musical instruments will also be maintained. The creation of “materials to go” kits for project-based electives, including the time to create kits (completed within contract time) and a system to distribute, collect, and refill the kits from families will be developed by the classroom teacher and building administrator. When safe to do so, this may include pick-up/drop-off arrangements when projects require firing or other processes that must be performed by faculty.
6. The importance of students actively engaging with elementary specialists and secondary elective courses will be communicated to both students and families. Elementary specialists are encouraged to work together with their general education colleagues and administrators to reach out to students who are not engaging.
7. Employees with school-aged children who attend another district will be able to enroll their children in the district at their discretion. If it is not possible for employees to be scheduled on the same day as their in-district school-aged children, the district shall provide childcare for those students through the HSD Community Education Day Camps at cost to the family, or allow teachers to bring school age children to work with them. All children will be required to submit to a temperature check/health attestation upon entering the building. Face coverings are required for all children except in their parent’s workspace and without the presence of someone outside the family unit. Physical distancing of at least six feet must be adhered to when in the presence of someone outside the family unit. Children must be frequently reminded by the parent to wash their hands and not touch their face. Children must be accompanied by their parent at all times including use of a restroom. Teachers are responsible for maintaining a professional teaching environment during online instruction. The administrators have the right to rescind this privilege if warranted.

Students with Highest Needs

1. The Association and the District share a mutual commitment to ensuring educational commitment to all learners. This includes but is not limited to, students with disabilities, students living homeless, those farthest from educational justice and younger learners. To meet the needs of specific students, staff may at their discretion reschedule nonsynchronous portions of their day to provide direct support or services to students outside of their normal contract hours.
2. Decisions regarding means of service delivery for students with the highest needs shall be based on safety requirements and student progress data. An employee supporting students with high needs (including, but not limited to, English Learners, Learning Assistance Program Students, young learners, and students at-risk) may be asked to

provide limited instruction for small groups of students consistent with Aug 5, 2020 Washington State Department of Health decision tree or subsequent revisions or new DOH guidelines. If a member of an IEP team requests in-person instruction for a student on an IEP, the IEP team will work together to determine if in-person instruction is required. For students without IEPs who are referred for in-person instruction, Students of Concern Teams and/or Student Intervention Teams will collaboratively determine if those students need in-person instruction and how it will be delivered in order to limit the amount of exposure to both the student and the staff. Learners who qualify for in person small groups will be determined based on criteria developed in collaboration between program administrators and school teams (eg. IEP teams, Student of Concern team, Student Intervention team, etc). In person, services will only be provided when all safety measures are consistent with DOH, CCPH, and the Governor's Safe Start Washington Plan. At all times, proper PPE must be worn and social distancing protocols followed. Unless bargained otherwise, there can be no more than 5 students in the room for a total of 7 people.

3. The District and the Association agree that employees have the right to a safe work environment. Employees who are asked to perform in-person instruction and have safety concerns may ask the District for accommodations. The District agrees to promptly address concerns and provide the accommodations when available prior to the employee being required to perform in-person instruction. Examples of accommodations could include, but are not limited to: additional PPE, change in location, or seeking another qualified employee to perform the in-person instruction. The District will invite the Association to all meetings with the employee to discuss reasonable accommodations and any disputes over the resolution of safety concerns.
4. Para support shall be provided for all Special Education staff at CBA level regardless of instructional model. Paras will be provided training by the district in technology and Learning Management Systems and Health and Safety Protocols, as well as paid 60 minutes per week (completed within contract time) of collaboration time with their assigned teacher during their regular contracted time if possible.

Work and Compensation

1. Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement regardless of the instructional model used during the 2020-2021 school year should they be able to perform their assigned job duties. Should the employee be unavailable to work all or part of their assignment, the employee must apply for the appropriate paid or unpaid leave.
2. The District will compensate Association employees for those supplemental contracts that school/program administrators determine can be appropriately adapted to the instructional mode and health and safety rules then in effect after consultation with the employee who normally fulfills the contract. In advance of awarding a given

supplemental contract, an employee and their building administrator will collaboratively confirm necessary adaptations and potential pro-rations of contract. Any disputes about adaptations shall be forwarded to the Superintendent and Human Resources Director for further review and consultation.

Leaves

1. **COVID-19 Exposure:** Employees who are subject to a federal, state, or local quarantine or isolation order related to COVID-19; have been advised by a health care provider to self-quarantine due to concerns related to COVID-19; are experiencing symptoms of COVID-19 and are seeking a medical diagnosis; or are caring for an individual who is subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, shall be granted provisions as described in the Families First Coronavirus Response Act (FFCRA):
 - a) If the employee has been assigned to work in-person with students, and the employee tests positive for COVID-19, the employee will receive up to ten (10) days of administrative leave before having to use Emergency Paid Sick Leave (EPSL) as outlined below.
 - b) Based on the criteria as stated above the district shall grant up to ten (10) days of Emergency Paid Sick Leave (EPSL) under the federal Families First Corona Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this sections, below:
 - c) If the employee tests positive for COVID-19 and by doctor's order needs to remain out of work extending beyond the time permitted in *a* and *b*, employee may use their own accrued leave; shared leave; PFML; FMLA, Worker's Compensation, if applicable per Employment Security Department rules; unpaid leave of absence for the period of the temporary disabling condition; longer term disability benefits; or possibly unemployment under Pandemic Unemployment Assistance.
 - d) A healthcare professional's note will be required, consistent with the collective bargaining agreement. It is understood that employees incapacitated by illness may not be able to provide prompt documentation.
2. Teachers who are required to quarantine who are asymptomatic shall continue to provide remote instruction in the event their class is quarantined or may be provided with an alternative assignment for the duration of their quarantine in lieu of Administrative Leave.

Accommodations for High-Risk Employees:

1. Employees in high-risk categories shall be offered remote assignments whenever possible first and may be given out-of-endorsement waivers upon district discretion.
2. No remote assignment will be awarded to any member unless it has been first offered to all employees in high-risk categories.
3. **High Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of collective bargaining agreement or law:
 - a) Alternative work assignment determined by the District that may be performed from home, if available
 - b) If remote work is unavailable, they may access Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below
 - c) Leave for illness, injury, or emergency (i.e. accrued sick leave)
 - d) Personal leave
 - e) Unpaid leave of absence
 - f) May apply for unemployment, eligibility is determined by Employment Security Department
4. The District will advise teachers that do not receive alternative assignments of the appropriate leave options available under the CBA, and Federal and State Law, including Emergency Paid Sick Leave, Paid Family Medical Leave, Paid Sick Leave, Shared Leave, and Leave of Absence options, and shall aide them in accessing these options.
5. **Benefits:** Employees eligible as of February 29, 2020, for the employer contribution towards benefits offered by the school employee's benefits board shall maintain their eligibility for the employer contribution under the following circumstances directly related or in response to the governor's February 29, 2020, proclamation of a state of emergency exists in all counties in the state of Washington related to the COVID-19 as defined in RCW 49.46.210(2). These requirements expire when the governor's state of emergency related to COVID-19 ends or if until such time the relationship between employee and employer ends.

Hockinson Virtual Academy

1. As this is a new endeavor communication and collaboration between the Association and the District is essential. This section of the MOU must be revisited and possibly renegotiated by November 2, 2020.
2. Hockinson Virtual Academy is an online instructional format that enables teachers to monitor and support online learning for the entirety of the 2020-21 school year. To determine staffing the following agreements will be followed:
3. If voluntary, consideration will be based on:
 - a. High-risk health conditions;
 - b. FFCRA qualified;
 - c. Seniority*;
 - d. Endorsements*

* Administrators will involve union representatives before making these decisions

4. An elementary HVA teacher will monitor no more than fifty (50) students on their caseload. For secondary teachers, caseload will not exceed fifty (50) students per period based on a five (5) period day and will not exceed 185 students total for a full-time HVA teacher. If a teacher is split between HHS Remote and HVA, caseloads will be adjusted based on the percentage of the split. Overload language in the CBA will apply if these caseloads are exceeded.
5. Teaching in HVA in the 2020-21 school year is considered temporary. A teacher's assignment will return to the original 2020-21 assignment (as determined in June 2020) for the 2021-22 school year.
6. All other working conditions remain the same.

Evaluation

ITEM	Employment/evaluation Status	Recommended Process
1	Teachers/principals who are scheduled for a Focused evaluation.	Proceed with regular Focused evaluation process.
2	Teachers and principals in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100.	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation. Determination of the two criteria may be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s or principal’s evaluator, per WAC 392- 191A-120 and 392-191A-210. Teacher/principal can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.
3	Teachers/principals in their first year of teaching/leading, on a Comprehensive evaluation.	Use the traditional Comprehensive process OR determine at least two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored “Basic” as default score. Districts are encouraged to note the use of “default scores due to the circumstances of the COVID-19 pandemic” where applicable. Determination of the scored criteria may be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s or principal’s evaluator, per WAC 392- 191A-120 or 392-191A-210. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score.
4	Teachers/principals with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching/leading in a new district (and, therefore, on a Comprehensive evaluation) “Provisional 3.”	Use the traditional Comprehensive process OR use process identified in #2 above OR handle locally on a case-by case basis
5	Teachers/principals on probation or plan of improvement.	Handle locally on a case-by-case basis.

Memorandum of Understanding between Hockinson Education Association and Hockinson School District.

Agreed to this 25 day of August, 2020

District Steve Marshall Association 