

Additions to Elementary Hybrid Transition MOU Addendum Version 2.0

Vaccination

- 1. Joint Support:** Both HEA and HSD believe that access to COVID-19 vaccines for school staff and the community is an important tool in preserving safe and healthy school environments. The parties acknowledge and support the change in state policy that opened vaccine availability to school district staff members on March 2.
- 2. Educator-Prioritized Clinics:** Consistent with previous commitments, the District will continue to seek partnerships with local health care providers to hold vaccination clinics for Highline educators such as the one on March 7 that offered 1,000 vaccine doses to Highline staff already providing or scheduled to return to in-person instruction. As of the date of this MOU, the first dose of vaccine has been offered to every HEA educator already serving students in-person or scheduled to return to in-person instruction under the transition plan in our MOU and plans are underway to deliver the second dose in the two-dose course prior to Spring Break.
- 3. Vaccination Leave:** When necessary to attend a COVID-19 vaccination appointment during work hours, employees may access the 10 days of paid EPSL leave for such appointments without any loss of income. Such EPSL leave may also be used when employees are unable to return to work due to the temporary adverse side effects, if any, of such vaccination.
- 4. Community Access:** HSD will cooperate with community providers to host vaccination clinics on school district property for the families in our community when requested by such community providers and will include information about such clinics in District publications and announcements. Due to the District's commitment to and experience with communicating with Highline's diverse communities, this information will be provided in multiple languages and modalities.

Accommodations for Employees

- 1. Acknowledgment:** HEA and HSD have negotiated and implemented rigorous work site protocols to preserve a safe and healthy work environment. Nevertheless, the parties acknowledge that some employees have expressed, based on personal circumstances or beliefs, a preference to continue serving students in a remote teaching modality until receiving a second dose of vaccine and/or after the period of time post-vaccination when the vaccine reaches its maximum effectiveness. Under current circumstances, the parties believe that date to be no later than April 19, creating a temporary window of time in which students will be offered the opportunity for in-person instruction but some teachers would prefer to remain remote. Other teachers have communicated a desire to return to in-person instructional services. HSD and HEA desire to accommodate the choices of both groups of employees as long as such accommodations meet the critical educational, social and emotional needs of students for in-person learning.
- 2. Employees to be Accommodated:** Some employees currently scheduled to return to in-person hybrid instruction on the phased plan in our Elementary Hybrid MOU have requested, but have not yet been granted, a full remote assignment, despite their status as a higher risk employee (category 4), an employee with a higher risk individual in their household (category 5), or an employee who chooses to not work at a District site due to concern for safety (category 8).

Employees who have previously requested such reassignment shall be prioritized in the implementation of the options below.

- 3. Individualization:** For these employees, the availability, nature and duration of an accommodation for an employee's preferred date for a return to in-person services must be individualized because the transition dates for specific grades and programs are phased (March 11, March 22 and April 1); the nature of each employee's current assignment varies; and the personal circumstances under which employees prefer to return differ. The process and options below shall be implemented in a manner that recognizes the individual nature of these circumstances.
- 4. Conditions on Options:** All options and assignments below must be consistent with legal certification requirements as well as educationally- and developmentally-appropriate services for students.
- 5. Making the Request:** Employees in the categories above who have exhausted the building-level step described in 7.a below, or who do not feel comfortable working with their building administrator on those options, shall immediately contact HSD Human Resources or their HEA building representative for consideration of options for the employee. HEA and HSD can only assist those employees who make the request for assistance.
- 6. Prioritization of Special Programs:** In fielding requests for accommodations, HEA and HSD shall prioritize finding educationally- and developmentally-appropriate reassignment volunteers and substitutes for teachers in programs such as Dual Language and Special Education where the class may require a specialized skill.
- 7. Options:**

 - a. Building-level Assignment Decisions:** Employees in the categories described above are encouraged to contact their building administrator to explore any temporary or remainder-of-the-school-year reassignments within the building which could accommodate an employee's request to remain in a remote modality until April 19. Such accommodations could include, but are not limited to, voluntary assignment swaps, or teaching in-person students remotely while another certificated staff member without a regular class assignment provides supervision and support to the in-person students. The parties recognize that the availability of these options will depend on the duration of the requested accommodation and the existence of a volunteer to partner with the teacher requesting the remote assignment.
 - b. Leaves:** Consistent with previously bargained language, employees who choose to not work at a District site due to concern for safety (category 8) may access paid personal leave and/or paid emergency leave. Higher risk employees and employees with higher risk individuals in their household have additional paid leave options (illness and injury leave, and EPSL). An employee who must care for an employee's child because of school closure or unavailability of the care provider due to COVID-19 precautions (category 6) may continue to access EPSL, EFML and personal leave. Depending on an employee's leave accumulation and the transition date for the employee's grade level or program, these leaves may provide a significant or fully sufficient bridge of paid time between the transition date for students and April 19. The District will provide a certificated

substitute for employees accessing these leaves. For all employees, unpaid leave on a short-term basis also remains an option if a viable substitute can be located. (Substitutes for paid leaves are prioritized.)

- c. Voluntary Assignment Swaps:** HSD will solicit secondary teachers, specialists assigned to the central office, and other teachers who have not yet transitioned to in-person services who may be willing to swap assignments with a teacher who prefers to remain remote until some date prior to April 19. This option could be structured as substituting for each other's classes (with lesson planning, assessment and grading responsibilities remaining with the originally-assigned teacher), as a voluntary reassignment of responsibilities for that assignment for a limited duration of time, or as a voluntary reassignment for the remainder of the school year. Teachers will be returned to their previous assignment at the completion of the voluntary swap.
 - d. Voluntary Supervision Assignments:** HSD will solicit secondary teachers, specialists assigned to the central office and other teachers who have not yet transitioned to in-person services who may be willing to partner with a teacher who prefers to remain remote until some date prior to April 19 in order to supervise and support the in-person students on-site while the regular teacher plans lessons and teaches remotely. This option only works if the teacher's other responsibilities can be reduced or reapportioned for the temporary period of time the teacher is providing in-person supervision, and may be most helpful in half-day assignments.
 - e. Co-Teaching with a Substitute:** If a certificated substitute teacher is available, and the regular teacher wishes to teach their in-person students remotely for the short period of time between the transition of students to in-person instruction and the date the teacher is comfortable returning (on or before April 19), the substitute and regular teacher can co-teach the class (with the substitute teacher in-person and the regular teacher remote) and the regular teacher will be paid at the "after 40 nonconsecutive days" certificated substitute rate of pay for a Monday, Tuesday, Thursday or Friday in lieu of a regular base salary. (PLE stipends remain unchanged.) The regular teacher will continue to work as normal on Wednesdays without substitute support and without a salary reduction. This option is not preferred and only considered after other options have been considered and only for the short-term bridging of time until the regular teacher is comfortable returning on or before April 19.
- 8. Existing Options and Assignments:** All of the provisions above either clarify or supplement the leave and reassignment provisions of the 2020-21 Memorandum of Understanding on Reopening Schools. Nothing herein is intended to detract from or contradict those provisions. Nothing herein is intended to modify the many employee-specific arrangements already created or agreed upon at the school or district level to accommodate the personal preferences and needs of employees.