

**MEMORANDUM OF UNDERSTANDING
2020-21 REOPENING SCHOOLS**

Part A: Instructional Expectations & Assurances

In March 2020, Highline’s dedicated educators and support staff were faced with the challenging task of rethinking schools in response to an emerging global pandemic. As we move forward into the 2020-21 school year, based on guidance from the Governor and OSPI, expectations and working conditions must be modified as described below in order to provide a more rigorous instructional model focused on serving the social, emotional and educational needs of all students, and particularly those who are furthest from educational justice.

1. Staff will provide services during the scheduled workday: 8:00-3:30 (Secondary) & 8:45-4:15 (Elementary). Building level schedules will vary within the scheduled day.
 - a. Directed work will take place during the 7.5 hour workday, exclusive of the 30 minute duty free lunch.
 - b. Professional responsibilities as managed by individual staff may fall outside of the 7.5 hour day; when or if necessary, administration will collaborate with the employee to find mutually agreeable meeting times to conduct business (e.g., observation cycles, etc.).

2. Within the 7.5 hour workday, staff will have individually-directed planning time, team-directed collaborative time, and other noninstructional time (before and after school), as outlined in the charts below in order to support the instructional responsibilities of their job.

Elementary Model Minutes			
M,T,Th,F		W	
75	WAC (external planning)	60	staff meeting/PL
45	internal planning	60	internal planning
30	class meeting	150	collaborative planning
240	instruction	30	lunch
30	lunch	120	instruction
30	Wrap-up/family connection	30	class meeting
450	total	450	total

Secondary Model Minutes			
M,T,Th,F		W	
60	WAC (external plan)	90	staff meeting/PL
60	internal planning	60	internal planning
30	advisory/family connection	35	advisory
270	instruction	150	collab planning
30	lunch	30	lunch
		85	small group instruction

450 total

450 total

3. All teachers will provide both synchronous and asynchronous instruction using the district approved platforms which include, but are not limited to, Seesaw, Google Classroom, and Zoom.
4. The District will provide a menu of activities that provide guidance within each category of minutes in the models above, and will include a suggested number of synchronous minutes online with students by grade band.
5. Start times for synchronous instruction will be established within the daily school schedule so that it is predictable for families.
6. When introducing new material, staff will use screencasts, videos, recordings, or online lessons (“flipped learning”) to increase access to instruction.
 - a. Lessons may be pre-created or be recorded during synchronous instruction.
 - b. The district will provide recording platforms which will protect the privacy of students and staff, and training for use of such platforms.
 - c. Recordings will be maintained for ongoing use through the remainder of the school year and then deleted.
 - d. Recordings may be submitted as artifacts for the purposes of evaluations, but will not be used as observations for performance evaluation unless requested by the educator.
7. Teachers will respond to all family and student communications (e.g., email and phone calls) within 24 hours during business days and by the end of the school day whenever possible, with the understanding that interpreter involvement may take longer.
8. The District will provide a streamlined process for educators to access interpreters, particularly for identified roles with more frequent use or need for interpreters.
9. During a three-period day, secondary preps will be limited to no more than 2 when at all possible. When not possible, the building principal will consult with the teacher regarding the situation and the HEA president will be informed.
10. Advisory structures at buildings may differ; however, assignment of advisory students should promote and sustain relationships throughout the year.
 - a. Advisory classes will not exceed 25 students per class. When possible, advisory class sizes should be smaller to facilitate deeper relationships and using all certificated staff for advisory is one way to do that. Exceptions to the class size are allowable when explicitly for the intention of meeting the above stated goal and maintaining specific site advisory program integrity (e.g., teacher has advised same group of students since Freshman year).

- b. Special education teachers will not be assigned advisory students who are not a part of the teacher's case management load. Principals will consult with special education teachers regarding the make-up of their advisory. If a teacher of students with IEPs has a caseload greater than 25, then the teacher and principal (or designee) shall collaboratively decide which students from the caseload will most benefit from inclusion during advisory.
 - c. Advisory will not count toward the preps limit and total daily student count during the 2020-2021 school year.
- 11. CBA elementary class size limits will be maintained.
- 12. Class size limit and daily limits for the secondary three period day will abide by the following guidelines.
 - a. Individual class sizes should be 24-27 (28 triggers workload mitigation under Section 4.19.B.ii of the CBA) students so that transition into hybrid will cause the least disruption to class rosters except for performance based classes in which size influences the success of the class. These classes may exceed the class size limit without overload compensation upon teacher request and notification of the HEA president.
 - b. Daily class counts excluding advisory should not exceed 73 (74 triggers workload mitigation under Section 4.19.B.iii of the CBA) students per quarter except for performance based classes in which size influences the success of the class. These classes may exceed the daily limit without overload compensation upon teacher request and notification of the HEA president.
 - c. Similar equitable adjustments shall be made for other secondary class size/daily load numbers in the CBA, as long as such numbers are consistent with any requirements for health and safety of staff and students.
- 13. The District will publish definitions of what counts as "attendance" consistent with OSPI requirements, what that means for student expectations and equity for all students, and how that will be documented by teachers and other school staff in a manner that minimizes the impact on instructional time and focus.
- 14. **Technology access and support.** The District will involve staff in deliberations and apprise staff of decisions concerning the availability of technological resources including software, hardware, delivery platforms, etc. related to the delivery of instruction during the remote and hybrid learning models, including resources for equitable access to universal design tools. The District will communicate the process for staff to request assistance and support for technological resources.
- 15. **Progress Reports, Grading and Assessment.** The District will involve staff in deliberations and apprise staff of decisions concerning grading, assessment and reporting of student progress. Given the complexity and time involved in implementing the District's modified educational program and the need to prioritize the creation of an equitable learning environment within this modified program, assessments will be utilized as determined jointly by District and building administrators and staff teams/groups except as

required by law. The Highline Assessment Team (HAT) may be accessed as appropriate for issues related to assessments during our modified educational model.

Part B: Evaluation

1. Setting Expectations
 - a. Understanding that during a year when the mode of teaching and leading may change quickly and multiple times, a formative stance will be most useful.
 - b. Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be restricted, and that with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
 - c. Acknowledging teachers' and school leaders' specific contexts (issues with internet access, health concerns, children at home) when working remotely, and the impacts these contexts have on their work.
 - d. Honoring the importance of setting up (reasonable) expectations for teachers and school leaders at the outset, and then ensuring robust supports are provided for them to meet these expectations.
2. For teachers who are scheduled for a Focused evaluation, the teacher and evaluator shall proceed with the regular Focused evaluation.
3. For teachers and principals in years two and beyond who are scheduled for a comprehensive evaluation, the teacher and evaluator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation. The two criteria will be proposed by the teacher and mutually-agreed upon with the evaluator. The teacher can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or teacher provides notice in writing by December 15.
4. For teachers in their first year of teaching in the District on a Comprehensive evaluation, the teacher and evaluator shall (a) use the traditional Comprehensive process (all 8 criteria); or (b) determine at least two criteria to be formally scored using evidence provided during the 2020–21 school year, and the remaining criteria will be scored “Basic” as default score. Evaluators will use the language “default scores due to the circumstances of the COVID-19 pandemic” where applicable.
5. For teachers on a plan of improvement, the District and Association shall determine modifications, if any, to the evaluation process on a case-by-case basis.
6. For all evaluations during the 2020-21 school year, evaluators will not use drop-in visits as meeting the minimum observation minutes for the evaluation process.

Part C: Work Year Calendar

1. For the 2020-21 school year, on the Collaboration day scheduled on November 6, in addition to collegial collaboration, this day may be used for other employee-directed work to prepare for and develop connections with new cohorts of students and families.
2. Three waiver days have been identified at the start of the school year (September 3, 4 and 8). Half of the time (10.5 hours) will be for family connection and half of the time (the other 10.5 hours) will be for District-provided professional development for distance learning. Employees may trade out up to 10.5 hours of the District-provided professional development for distance learning completed in August for equal work time on September 3, 4 and/or 8.

Part D: Safety & Health

1. **Priority Commitments:** Staff and student safety is the top priority of both HEA and HSD in the reopening of schools for the 2020-21 academic year, whether we are inviting staff and students back into school buildings for an in-person educational model or inviting only staff back into school buildings to access materials and/or teach students remotely. District-wide health and safety protocols will be designed to comply with requirements and guidance from all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
2. **Plan Development:** Each school building will have a worksite-specific reopening plan which describes the modifications and protocols being adopted to limit, control and mitigate COVID-19 exposure for a safe and healthy work environment at that building. The Plan will be developed in conjunction with District operations staff and, based on current knowledge and public health guidance, will include, but not be limited to, modifications or protocols for the following topics:
 - a. Building access points and walking patterns;
 - b. Use of shared spaces (e.g., offices, bathrooms, staff rooms), shared equipment (e.g., copy machines, refrigerators), and shared teaching materials (e.g., manipulatives, textbooks, technological devices);
 - c. Building access for volunteers, visitors and other guests;
 - d. Staff and student screening and exclusion, and student isolation and supervision if symptomatic at the school site;
 - e. Communication and responses regarding staff or student exposure events consistent with District protocols;
 - f. Responses to staff or student breaches of safety protocols;
 - g. Availability and access to all personal protective equipment (PPE) required for an employee's assignment, including alternative equipment necessary to accommodate student or staff disabilities;
 - h. Cleaning schedules and protocols between student or staff use of shared spaces (including classrooms, bathrooms, etc., and access to sanitizing supplies);
 - i. Maximum occupancy and air quality standards for rooms in which staff and/or students are expected to work;
 - j. Classroom furniture necessary to implement current public health requirements;
 - k. Student and staff expectations for handwashing and use of sanitizer;
 - l. Reporting mechanisms for concerns regarding plan content and compliance; and
 - m. Communication of the building plan and anticipated timing of updates to the plan.
3. **Plan Communication:** The Plan will be communicated to employees and the families of students assigned to a District work site at least two weeks before such staff or students

are expected to report to that site. Communications with staff, student and families will be available in the home language of the targets of the communication. Updates or amendments to the Plan may be important as scientific knowledge about the coronavirus grows and guidance from public health authorities is modified. Such changes to the site-specific plan will be communicated to staff and students as soon as they are adopted and effective.

4. **Plan Training:** All staff, including substitutes, will be required to complete training on each of the elements in the Plan relevant to the employee's assignment, including opportunities for walk-throughs. All students, including those who enroll after the first day of returning to school, will be taught to comply with each element of the Plan relevant to students. Such instruction shall include, but not be limited to, opportunities to increase and assess student understanding of the protocols before and upon return to school buildings.
5. **Plan Responsibility:** Each work site shall have an administrator and an HEA-appointed safety representative (COVID co-captains) who will share responsibility for monitoring, adjusting, and training on the Plan implemented at each site. Drafts of the Plan shall be shared with each site's safety committee (Section 4.8.O of the CBA) prior to publication to staff and students in order to solicit feedback, improvements, and ideas for successful implementation.
6. **Problem-solving Topics:** The District and HEA agree to review screening protocols for students, when the opportunity for hybrid models for instruction emerge, to ensure compliance with the latest public health guidance.

Part E: Leaves & Reassignments

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

1. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
 - a. 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/day) by other paid leaves identified below;
 - b. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - c. Leave for illness/injury/disability;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - f. Washington Paid Family Medical Leave (PFML);
 - g. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)

- h. Unpaid leave of absence for the period of the temporary disabling condition;
 - i. Long-term disability benefits; and
 - j. Unemployment benefits.
2. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - c. Leave for illness/injury/disability;
 - d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - e. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - f. Unpaid leave of absence for the period of the quarantine; and
 - g. Unemployment benefits.
3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - c. Leave for illness/injury/disability or emergency;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - f. Washington Paid Family Medical Leave (PFML);
 - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - h. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - i. Unemployment benefits.
4. **Higher 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 may choose to come to work at a District work site when required by the employee's assignment or may

access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Appropriate accommodations to meet the employee's needs at the assigned worksite, or if such accommodations are not feasible, an alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- c. Leave for illness/injury/disability or emergency;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
- e. Unpaid leave of absence for the 2020-21 school year; and
- f. Unemployment benefits.

5. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Leave for illness/injury/disability or emergency;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- e. Unpaid leave of absence for the 2020-21 school year.

6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- e. Unpaid leave of absence for the 2020-21 school year.

7. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may upon presentation of appropriate documentation from the employee's health care provider access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
 - b. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - c. Leave for illness/injury/disability;
 - d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
 - e. Unpaid leave of absence for the 2020-21 school year.

8. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
 - c. Unpaid leave for the 2020-21 school year, if an acceptable replacement can be found within sixty (60) calendar days.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

9. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below); and
 - b. Personal leave and/or vacation leave (only available under the terms of some CBAs).
10. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee different job responsibilities or available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- b. Employees quarantined due to possible exposure to COVID-19;
- c. Employees caring for someone with COVID-19/suspected COVID-19;
- d. Higher risk employees or employees with a higher risk individual in the employee's household;
- e. Employees with children impacted by school closure;
- f. Employees who cannot wear a mask or other required PPE;
- g. Employees who fall within a group identified by the CDC as needing extra precautions;
- h. Employees who choose to not work at a district work site due to concern for safety; and
- i. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

11. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
- a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 - b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
 - c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
 - e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 - f. Such employees shall not without appropriate compensation be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
 - g. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
 - h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and

- i. This provision applies exclusively to the assignments and job duties of HEA-represented employees, unless agreed to by other bargaining units. HEA-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).
12. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider under the terms of the CBA, District procedure or law. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The parties also agree to meet and review any necessary changes to this agreement if or when legally-applicable definitions of “high risk employees” change or expire.

Part F: Problem-Solving Process

1. HEA and HSD recognize that the challenges faced by educators, students and families during this crisis are constantly evolving. Working more closely together in a nimble, powerful problem-solving mode has been, and will be, our most successful method for supporting our educators and families during this crisis. For issues which are unanticipated or require additional information unavailable to us at the time this MOU was negotiated, the parties agree that we must continue more frequent conversations to determine the best solutions to problems as they arise. The team which developed this MOU (the impact bargaining team) will reconvene in September and periodically thereafter to discuss issues which have arisen since the last time we met, and at least two weeks prior to a transition between remote and hybrid educational models. Distance learning and hybrid educational model issues will be a standing topic for all labor-management meetings, and the labor-management team may call for additional ad hoc meetings of the impact bargaining team at any time.
2. The following issues have been identified as topics we are committed to monitoring and adjusting our expectations or solutions for as necessary during the first quarter of the school year:
 - Expectations for the use of time in the elementary and secondary distance learning models described in Part A above;
 - Workload impacts of, and use of non-teaching staff for, tracking attendance and connecting with students who are absent;
 - Timing of and transition between phases of educational models (e.g., remote to hybrid).
3. The District values, encourages, and recognizes the importance of staff professionalism in implementing the District’s modified educational program to best meet the needs of their students. The District acknowledges this professional discretion and commitment will result in practices that vary from one teacher to another within the parameters of the District’s guaranteed and viable curriculum.

4. The parties recognize the complexity and difficulty in implementing the District's modified educational program and express our commitment to continued collaboration, seeking balance in program design, and maintaining reasonable expectations for all staff in their respective roles.
5. Consistent with our commitment to solve problems at the lowest-level possible, we share an expectation that administrators and staff will work closely to solve situational problems and address specific workload concerns by taking concrete steps intended to address these concerns. In the event this does not resolve the problem or concern, these staff/administrator groups will reach out to the HEA-HSD labor management team for support in reaching a solution.

Part G: Conclusion

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This MOU applies to all HEA represented employees. All matters arising under this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. This Memorandum of Understanding will remain in place for the duration of the 2020-2021 year or until such time as normal school operations resume. All other provisions of the Collective Bargaining Agreement remain in full effect.