

MEMORANDUM OF UNDERSTANDING BETWEEN HANFORD JOINT  
UNION HIGH SCHOOL DISTRICT AND HANFORD SECONDARY  
EDUCATORS ASSOCIATION

**COVID-19 PANDEMIC AND RETURN TO SCHOOL  
2020-2021**

The Hanford Joint Union High School District ("District" or "HJUHS D") and Hanford Secondary Educators Association ("HSEA" or "Association"), collectively referred to as the "Parties," hereby enter this Memorandum of Understanding ("MOU") regarding issues related to the COVID-19 Pandemic, including, but not limited to, the teaching and learning environment, the instructional model and the changes needed to reopen school safely for our students and staff.

1. The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data, local, state and national best practices, at this time.
2. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.
3. The Return to School Plan, dated July 31, 2020 and attached is the articulation of a vision, not a binding document. It shall not be used as a directive to unit members to work beyond the scope defined within the HJUHS D-HSEA Collective Bargaining Agreement and as set forth in the MOU. The HJUHS D-HSEA Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.
4. The District, in conjunction with the COVID 19 Response Team, shall utilize current COVID guidelines to inform planning decisions. These include guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Kings County Public Health Department. The District agrees to adhere to any change in federal state or local law as it relates to the COVID-19 pandemic.
5. The HJUHS D Illness and Injury Prevention Program (IIPP) will be updated by HJUHS D, as required by law, to include all aspects of health and safety parameters and protocols in this MOU. HJUHS D will post updated IIPP to the District's website by August 3, 2020.

6. Unit members who have a medical condition, disability or other physical or mental impairment, verified by a treating physician/medical provider which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process pursuant to the federal Americans with Disabilities Act (“ADA”) (42 USC 12101-12213) and the state’s Fair Employment and Housing Act (“FEHA”) (Govt. Code 12900-12996).

- a. Unit members who seek accommodation for a disability, medical condition, or other physical or mental impairment, will be required to submit a Request For Reasonable Accommodation to the Director of Administrative Services on the appropriate form provided by the District as part of the Interactive Process.
- b. Each request for Reasonable Accommodation submitted must include a detailed description of the disability or limitation, specific functional limitations or behaviors that is interfering with the unit member’s ability to perform specific job functions or duties, and describe and/or suggest specific types of accommodations that the unit member feels are necessary to enable him/her to perform specific job functions or duties.
- c. Each request for Reasonable Accommodation submitted to the Director of Administrative Services must also include medical verification for reasonable accommodation from a treating physician/medical provider on the appropriate form provided by the District as part of the Interactive Process and will be reviewed thoroughly by the District in accordance with the law.
- d. Accommodations to be considered may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), temporary reassignments (e.g., transfer to, Independent Study or Hanford Online Charter) and/or the possible use of accrued sick leave provided in Article 8 of the CBA, in addition to that provided through the HR 6201/Family First Coronavirus Response Act (FFCRA) when other accommodations offered by the District are not accepted by unit member or there are no other accommodations available.
- e. Appeal Process

Any qualified individual with a disability who is not satisfied with the decision of the coordinator may appeal in writing to the Superintendent or designee. This appeal shall be made within 10 working days of receiving the decision and shall include:

1. A clear, concise statement of the reasons for the appeal.
2. A statement of the specific remedy sought.
3. Copies of all relevant documents supporting the appeal.

If the appeal is not timely filed, the Coordinator's decision shall be final. If the appeal is timely filed, then the Superintendent/designee shall consult with the Coordinator and review the appeal. The Superintendent/designee shall give the employee or applicant his/her decision with 20 working days of receiving the appeal.

The Superintendent/designee's decision shall be final and shall complete the District's internal procedures.

This section, Reasonable Accommodation for Verified Medical Condition or other physical or mental impairment, shall not be subject to the grievance procedure outlined in the CBA.

7. The HR 6201/Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the HJUHSD-HSEA Collective Bargaining Agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the Families First Coronavirus Response Act (HR 6201/FFCRA) Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under (HR 6201/FFCRA).

8. In addition to normal practices to utilize a substitute for non-COVID illness/absence, unit members who are absent for more than three (3) days due to COVID-19 exposure or have been diagnosed with COVID-19 will contact their Site Administrator and the Human Resources Office by phone or email. HJUHSD will work with employees when they are absent from work due to any of the "qualifying reasons for leave related to COVID-19 HR 6201/ FCCRA Criteria for Leaves.

a. Staff may also be asked to provide health provider documentation regarding any leave related to COVID-19.

b. Staff members will enter their absence in the Smart Find Express Management System and contact the Human Resources office for the next steps in documenting leave specifically related to COVID-19.

9. Bargaining unit members who were in leave status (e.g. FMLA) prior to the COVID-19 school closure may remain in leave status for the duration of their leave.

10. The District may, at its discretion, permit leave provided for under HR 6201/FFCRA intermittently as permitted by the law to cover time absent on the day(s) the employee cannot report to work (Plan C) or their worksite (Plan B & A) due to COVID-19 when required. Unit members shall be permitted to utilize the leave set forth in HR 6201/FFCRA, Emergency Paid Sick Leave before relying upon any applicable leaves set forth in Article 8 of the Collective Bargaining Agreement.

11. Classroom space – The District shall ensure physical distancing as close to six (6) feet as possible between student workspaces, between educator and student workspaces, and between employee workspaces.

In order to maximize physical distancing in the classroom, any furniture, except for student and teacher desks, may be removed by the District. Bargaining unit members will be asked to remove any personal furniture or other items to support physical distancing in the classroom. Members may request additional furniture for his/her classroom or workspace to support physical distancing. Additional furniture will be provided if available and if it does not create a safety issue.

12. Staff meetings/Professional Development/Collaboration – The District shall not require in-person staff meetings, department meetings, professional development, or other gatherings/meetings if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. In-person meetings may be held outdoors. Unit members assigned to Hanford Online Charter or full-time Independent Study, shall not be required to attend any in-person meetings,

13. Common Spaces - Physical distancing shall be maintained in common or shared spaces such as cafeterias, libraries, hallways, and outdoor areas.

14. The District shall require the use of facial coverings (e.g., cloth, surgical style, scarf, shield) for all students, staff, parents and community members at any school site or district building. Face coverings must cover the nose and mouth. All face coverings must follow dress code as established in the Employee handbook

a. Individuals who refuse to wear a facial covering will be offered a face mask, and if refused, access to all district buildings and rooms will be denied. In this case unit member must take any available and appropriate leave or be docked for the time absent from work. Individuals who cannot wear a mask because of a documented health issue shall request the interactive process as described in item 6 above.

b. Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus. Masks and face shields will be provided to all unit members on an as needed basis.

15. N95 masks will be ordered and immediately, upon order fulfillment, be provided to nurses and other certificated staff caring closely for individuals with COVID-19 like symptoms.

16. The District shall comply with the following hand washing logistical requirements:

- a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser
- b. Every classroom shall be provided hand sanitizer
- c. Non-classroom work-areas and office areas shall be provided hand sanitizer
- d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.

17. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, between class sessions, and between cohorts including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

a. Within each cohort where students move to another class and teacher, a passing period will be allocated with enough time for high touch (e.g. student desk, faucet) surfaces to be cleaned. These high touch surfaces may be cleaned by unit member and/or students as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting.

b. Sufficient cleaning supplies for the routine hygiene practice shall be provided to each classroom and training on the Illness & Injury Prevention Program (IIPP) will be required for unit members and students.

18. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.

19. During Plan C, Distance Learning, all students and visitors entering campus shall be subject to a physical health screener. All employees are required to complete a daily self-screener prior to coming to work. Upon moving to Plan B, or Plan A, all students, staff, and visitors are to complete a daily self-screener and may be subject to a physical screener.

a. Staff and students with any symptom consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.

b. Staff or students who have had documented contact with a person with COVID-19 will not come to work or to class until cleared by the appropriate treating physician or health official. Staff shall also reach out to their Human Resources Technician to determine accommodations during this quarantine period.

20. HJUHSD will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines)

21. Handwashing –Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon arrival to their classroom, office, or common area, and every time a classroom is entered.

22. In the interest of all unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating with the COVID-19 Response Team pertaining to the safety of the unit members will be disseminated directly to the unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.

23. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted as well as any school or building closures due to infection.

24. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits as per Article 10.1 of the CBA.

To be eligible for payment of the stipends in Article 10.2.1, during the first semester of the 2020-21 school year and continuing until the District is able to transition from distance learning to in-person instruction, unit members holding an extra-curricular assignments must obtain written approval of a comprehensive activity plan to ensure consistency with respect to the extra-curricular services provided at each school site. Unit members from each high school holding the same extra-curricular assignment shall collaborate in designing their activities plan so that it can be implemented across all high school sites. The plan must be submitted to the Superintendent's Cabinet through school site Principal for approval no later than September 4, 2020. If the Cabinet so directs, a plan shall be revised or otherwise supplemented to ensure the highest level of student engagement in the extra-curricular activity. Final approval of the plan rests with the Superintendent's cabinet. Adherence to the approved activity plan will be monitored by the school site Principal.

Coaching and Related Assignments in Article 10.2.1 will be paid in accordance with the Article if and when practice and competition for the sport occurs. Stipends for these Coaching and Related Assignments will be paid on the next available supplemental pay after completion of the season.

Mileage stipends for unit members for travel between campuses as per Article 10.3.9 will be prorated based on actual days of on-campus instruction (e.g. once the District moves to Plan B). In lieu of receiving the prorated \$200 per semester stipend, unit members may continue to submit a Traveling Teacher Expense Reimbursement Form by December 1st and May 1st in order to receive reimbursement for actual mileage incurred one way at the IRS allowable rate.

25. For the 2020-2021 school year only, the first 5 days of the work year will be scheduled as non-instructional days and reserved for staff planning and preparation for the reopening of school under current safety measures, to prepare for Distance Learning, and to prepare for the potential for a move from Distance Learning to in-person instruction. The Professional Development Days previously scheduled to occur on October 19 and January 29 will be designated as student instructional days.

The first 5 days of the work year shall include the equivalent of:

2 Professional Development Days

1 PLC

1 School Site Directed Day

1 Teacher Work Day

It is understood that the order of these days may vary from site to site in order to accommodate distancing and safety protocols.

26. Members are expected to adhere to start and end times as negotiated in this MOU.

- a. For the 2020-2021 school year, during Plan C, members are expected to report to work (either remotely or on-site) each day by 7:45 a.m. and until 3:15 p.m.
- b. For the 2020-2021 school year, during Plan B, members are expected to report to their work site each day by 7:45 a.m. and work from the HJUHS classroom/office until 3:15 p.m.
- c. For the 2020-2021 school year, during Plan A, members are expected to work their normal contract hours: 20 minutes prior to the normal starting time of the first class period of any regular day and remaining on campus 15 minutes after the end of the last scheduled class period of the school day.
- d. The parties acknowledge that the Tuesday/Friday block schedule in Plan B & C includes a 25-minute homeroom for student engagement activities, including but not limited to school announcements, supports, social emotional learning, digital citizenship, cyber safety and school activities. During Plan B, teachers shall supervise their 7th period in-person student cohort during this homeroom, but shall not be responsible for the content of the student engagement activities.

27. Expectations of Bargaining Unit Member - Bargaining unit members shall be responsible for planning appropriate essential standards-based instruction, providing daily live interaction as per the instructional schedule, contacting and responding to parents/caregivers and students in a timely manner, supporting all learners, building rapport and connections with students, daily monitoring student work completion and participation including entering grades into Gradebook, providing feedback to students, and weekly reporting non-participation to the site administrator for additional outreach and follow up.

- a. Bargaining unit members shall develop and post a syllabus with information on accessing the teacher's, Google Suite applications such as Google Meets, Google Classroom, Drive, etc. contact information, grading policy, assignments, and daily live interaction.

b. In recognition of Senate Bill 98's requirements regarding student instructional minutes during the COVID-19 pandemic, the District and the Association acknowledge and agree that unit members will focus on the District established essential standards in each subject area and grade level. Where Professional Learning Communities (PLC) have identified essential standards, those should continue to be used. Curriculum facilitators and PLC Leads should bring that information to district and site meetings to inform instructional decisions.

c. During Plan C, members working from home shall ensure the following: proper technology, reliable internet connection, distraction-free work area, appropriate classroom setting, and personal appearance, and the ability to have confidential conversations. Members may use mobile school technology assigned to them at home. Any other technology needs and/or internet access will be provided by the District on school premises only. Members shall provide supervisors with a schedule of worksite/home locations in order to minimize the need for sanitizing of classrooms/offices.

28. Evaluation -- For the 2020-2021 school year only, permanent certificated evaluations will be postponed. All probationary certificated employees will be evaluated pursuant to Article 5 of the Collective Bargaining Agreement.

In recognition of the administration's right to visit teachers' virtual and in-person classes, unit members shall provide their supervisors with access to all virtual class meetings and Google classroom to guide and inform their instructional practices.

29. Hybrid Model – During the 2020-21 school year, in order to address safety and health concerns arising out of the current COVID-19 pandemic once the District has moved to Plan B as per the Return to School Plan.

a. When students are not present on campus, they shall be assigned asynchronous distance learning activities. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled following the Instructional Schedules in the MOU. As described in SB 98 (SB 98 Summary), live daily interaction shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms

b. Live daily interaction shall include content that requires student interaction with their teacher and classmates, content that engages a student in making a response, content that engages students in a visual way, and/or content that provides the bargaining unit member opportunities to provide the student encouragement and feedback.

30. To minimize a loss of in-person instruction, the Instructional calendar will be adjusted in such a way that direct instruction is not negatively impacted by weeks with local, state or federal holidays. On a week such a holiday occurs, the direct instruction days will be changed accordingly (e.g. Labor Day Holiday is on 9/7/2020, therefore, direct instruction will be on Tuesday, Wednesday, Thursday, Friday of that week). Professional development, collaboration, staff, department, SIP, and other meetings will not be scheduled

in weeks with fewer than five school days. These activities will be moved to other weeks.

31. The school day Instructional Schedules in this MOU shall be utilized by HH, HW, SP, EFJ, and CDS. Members who work at multiple sites may choose to stay at their primary site during Plan C if providing service from their work site and on Plan B Wednesdays but must notify the administrations of both sites of this action.

32. The unit member will record attendance in the SIS within the first 30 minutes of each period for instructional sessions. Unit members will record attendance by the end of each work day.

33. During Plan C, for all positions that perform one-on-one student interaction, a room or office on-site will be equipped with an adequate supply of PPE, including plexiglass as necessary, masks, gloves, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when meeting with students. A unit member who performs one-on-one student interaction may request further accommodations to provide service off-site by meeting with their supervisor.

34. Special Education Case Managers shall follow all IDEA timelines and regulations. This shall include parent contact to amend IEP's through Distance Learning Plans that can be utilized to address student goals that can be achieved in the Distance Learning Setting. If required, the Case Manager will hold and edit IEPs to meet the legal regulations outlined in IDEA.

a. The District shall hold all IEPs, 504s, SSTs, remotely unless an in-person meeting is requested by the parent.

b. The District shall follow all physical distancing and safety protocols previously described in this MOU for all in-person gatherings/meetings.

35. Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional school settings. During extended periods of Distance Learning or Hybrid modified school schedules, the offer of SAI may need to be more clearly outlined in the IEP or Distance Learning Plan. SAI services may be offered in group, individual, or a combination of the two based on individual student need.

36. Special Educators shall be subject to the same expectations as General Educators as noted in this MOU above.

37. Related service providers include Speech-Language Pathologists, School Psychologists, Nurses, Adaptive Physical Educators. Services shall be provided to the students based on their offer of FAPE when students are in a traditional school setting.

a. During extended periods of Distance Learning and Hybrid modified school schedules, the offer of service minutes, location of service and how the goal will be met may need to be more clearly outlined in the student's IEP and/or Distance Learning Plan.

b. These services may be offered in group, individual, or a combination of the two based on individual student needs.

38. In-person assessments shall be completed in order to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE.

a. Personal Protective Equipment will be provided due to close proximity between assessor and student. District shall provide a safe space for SPED student assessment which will include six feet of distance between the proctor and the student, face coverings for both the assessor and student and sanitized assessment tools and protocols for both the proctor and the student.

b. For all positions that perform one-on-one legally required student testing (e.g. school psychologists, speech, nurses, educational specialist teachers, and any other HJUHSD staff), at least one safe space per site will be set up for testing.

c. The room will be equipped with an adequate supply of PPE, including face shields, masks, gloves, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when testing.

39. Unit members will use the online learning platform Google Classroom districtwide. The district will have student email accounts operational on the first student day.

40. School Improvement Planning Days meetings will continue to be held on Wednesdays from 7:30 to 8:45 AM, following the schedule detailed in Article 6.4.2.

41. During the current COVID-19 pandemic, special instructional schedules will be used to provide Distance Learning and a In Person/Distance Learning Hybrid (found at the end of this document). Due to the variety of reasons for intermittent school closures, HSEA reserves the right to meet or confer on each event that may lead to the closure of one or more schools, using the most current guidance.

42. Physical Education - If classes are moved indoors due to inclement weather, indoor spaces must be large enough to allow for physical distancing as close to six (6) feet as possible between student workspaces, between educator and student workspaces, and between employee workspaces.

a. Teachers will be provided with spray bottles of disinfectant to clean supplies and equipment.

b. Students are expected to participate in activities without changing into PE clothes to minimize risk of spread. Masks are to be worn at all times, except while engaged in outdoor physical activity, and 6 feet of distancing will be required. Additional disposable masks will be provided by the district to replace soiled disposable masks from sweat.

c. The use of shared equipment will be determined by local health guidelines and CDE.

43. Substitute Coverage - substitutes will be hired through Kings County Office of Education as normal to support school sites as needed. Substitutes will be provided training in the instructional models represented in the RTS plan. They will also be trained in the use of SIS, and distance learning and communication platforms (e.g. Google Classroom, etc.)

a. Substitutes will be held to the same screening measures and health protocols as all regular employees.

b. Any bargaining unit member who subs during their preparation period during Plan B & C for a bargaining unit member shall be credited with one and one-half (1.5) personal business credits for each period served.

c. In the event that there are no qualified certificated personnel to substitute during instructional time, other certificated staff (e.g., site administrator, counselor, social worker, school psychologist, District Nurse, or District administrator, etc.) will be used to provide supervision of a teacher-created lesson plan. A Counselor will fill a substitute period no more than one period per day for a maximum of two periods per week.

d. In the event a substitute is not available, two (2) or more stable student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

44. The parties have agreed to suspend the implementation of their MOU dated November 5, 2019 on the Response to Intervention (RTI) Program for the first semester of 2020-2021. The COVID-19 Response team members from bargaining unit and district will meet during the first semester by November 20, 2020 to make recommendations on the process for resuming RTI during the second semester of 2020-2021.

45. Classroom technology needs and/or requests pertinent to distance learning should be made to the appropriate site administrator for regular processing.

46. Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.

47. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

This MOU is subject to Article 2, Grievance Procedure of the District and Association Collective Bargaining Agreement, and shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.

Dated: 8/4/2020

Ward Whaley  
Ward Whaley  
Director of Administrative Services  
Hanford Joint Union High School District

Dated: 8/4/2020

Allen Blanchard  
Allen Blanchard  
President  
Hanford Secondary Educators Association

Approved by the Board: \_\_\_\_\_

