

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of the date appearing below by and between Capital Region Educational Service District No. 113 (ESD 113) and the Federation of Head Start Employees, Local 6153, AFT Washington, AFL/CIO (the Federation).

### RECITALS:

- A. On March 13, 2020 the Office of Head Start (OHS) sent an announcement entitled "COVID-19 Wages and Benefits," granting additional emergency response flexibility to retain staff through payment of their wages and benefits and to have employees continue to engage families and deliver services remotely, to the extent possible, through April 30, 2020. Additional guidance subsequently received from OHS has extended this flexibility through the date upon which ESD 113 determines to reopen its centers for face-to-face provision of services and employees may return to regularly scheduled onsite work.
- B. Recognizing the unique circumstances associated with the coronavirus pandemic, the Capital Region ESD 113 Sound to Harbor Early Learning Program has implemented a Head Start program that is adapted for the current conditions related to center closures. During center closures the Program will continue to pay wages and provide benefits for employees. Employees will work to engage with families and provide services on a remote basis.
- C. The Early Learning Program's plan was developed to align with ESD 113's priorities and guidance as follows:

#### **Capital Region ESD 113 Priorities**

1. **Safety:** Ensure the continued health and wellness of our staff and the children and youth we serve.
2. **Support:** Provide support services for children and youth, and serve as a resource for school districts to help them meet the needs of their communities.
3. **Engagement:** Deliver educational enrichment to children and youth, and professional learning to educators.
4. **Employment:** Maintain our high-quality workforce to remain prepared to meet current and future needs of our staff and those we serve.

**NOW THEREFORE, THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS:**

The plan involves engaging with Head Start children and families and maintaining services and support on a remote basis. Since employees will continue to be paid, it is expected that they will work during this closure. To that end, we will implement the following plan:

1. Although employees may report to work at their Center, they will not be required to do so while the Center remains closed to face-to-face provision of services and may instead work from home. The Early Learning Program will work with employees who have limited technology or internet to find solutions to mitigate that issue, including with provision of the technology stipend addressed below. Employees who elect to work from their Center will comply with all safety procedures implemented by the Center, including but not limited to: a health self-screening at the door, a maximum of 10 people in the facility, social distancing, cleaning all areas, frequent handwashing, and an expectation for staying home from work if the employee is sick or has been exposed to COVID-19. Employees who choose to work at their Center shall schedule and coordinate with their Early Learning worksite Director.
2. Employees will work on projects, contacting families, participating in professional development, and other activities as approved by the Center Director, including the following:
  - Teachers and Teacher Assistants will develop materials for children and families, contact families to check in and provide support, read to children via video, participate in professional development, and other activities as approved by the Center Director.
  - The plan includes providing breakfast and lunch for children. Cooks and other employees will prepare the food, bus drivers, classroom bus assistants, and other employees will deliver the meals. They may deliver educational or health materials for families, while delivering meals.
  - Family Health Advocates and Teacher Assistant Health Advocates will contact families to provide support.
3. Center Directors will supervise employees.
4. Higher Risk Employees: Employees who are at an increased risk of severe illness or death from COVID-19 as defined by the Governor's Proclamation 20-46 (and any extensions of) may choose to come to work at an Early Learning work site if/when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of applicable law or the collective bargaining agreement and consistent with the Governor's Proclamation:
  - i. Alternative work assignment, if available (current status quo)
  - ii. Paid sick leave
  - iii. Annual leave;

- iv. Personal leave;
- v. Shared leave;
- vi. Washington Paid Family Medical Leave (PFML)
- vii. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD)
- viii. Family Medical Leave Act (FMLA) leave (unpaid leave except for continued health insurance benefits)
- ix. Unpaid leave of absence for the period of time the employee is unable to come to work at an Early Learning work site (and continued health insurance benefits per the Governor's Proclamation); and
- x. Unemployment benefits.

5. **Caring for a Higher Risk Individual in the Employee's Household:** Employees who themselves are not at an increased risk but are caring for someone in the household who is at an increased 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 an Early Learning work site if/when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative work assignment, if available (current status quo)
  - ii. Emergency Paid Sick Leave (EPSL) under the FFCRA (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 if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
  - iii. Paid sick leave;
  - iv. Annual leave;
  - v. Personal leave;
  - vi. Shared leave;
  - vii. Washington Paid Family Medical Leave (PFML);
  - viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
6. **Employees with Children Impacted by School Closure:** An employee who must care for a minor living in the household because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at an Early Learning work site if/when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative work assignment, if available (current status quo);
  - ii. 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;

- iii. Paid sick leave;
- iv. Shared leave;
- v. Annual leave;
- vi. Personal leave;

7. Employees will use a special code for salary and benefits when the activity is related to COVID-19 (HS-EMER). This will assist the ESD in tracking all COVID-19 related expenditures. Employees will enter their regular hours per day in Click Time, even if they work less, unless the following occurs:
  - A. If employees are unable to report to work either at the center or home, and it is related to COVID-19, they will use the HS-EMER code. This code will also be used if they were sent home by the employer.
  - B. If employees are unable to report to work due to regular illness, appointments, vacation, or for some other reason, they must use their regular leave.
8. In accordance with the terms of a prior Memorandum of Understanding (MOU) entered into between ESD 113 and the Federation dated May 7, 2020, ESD 113 provided Federation bargaining unit employees a monthly thirty dollar (\$30.00) stipend for technology during the period March 1, 2020 and June 30, 2020. A copy of this prior MOU is attached to this Memorandum of Understanding and incorporated herein for reference purposes. In recognition of the continuing closure of ESD 113's Centers for onsite service delivery, ESD 113 will resume the provision of this stipend for the reasons reflected in the prior MOU for the period beginning September 1, 2020 and continuing through such date as ESD 113 determines to reopen its Centers for onsite provision of services, on a Center-by-Center basis. Employees who worked in the months of July and August 2020 shall receive a back-dated stipend of \$30 per month.
9. In determining whether and when to re-open Centers for onsite provision of services, ESD 113 will evaluate on a continuing basis the following variables, on a Center-by-Center basis:
  - Needs of children and families
  - State and local metrics related to school reopening, based on rates of community infection and transmission, including but not limited to those promulgated by the Department of Health for K-12 Students in Public and Private Schools (August 5, 2020) <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/DecisionTree-K12schools.pdf>
  - Status of local school district reopening
  - Programmatic expectations and Federal/State funding flexibility

At such time as ESD 113 determines on the basis of these considerations that it is appropriate for one or more Centers to re-open for the onsite provision of services, in whole or in part, such that Federation employees may be directed to return to onsite work, ESD 113 will provide Federation leadership and the affected employees with fifteen working days' advance notice of this determination, and the parties will meet upon request of the Federation to discuss any impacts of this determination on mandatory subjects of bargaining.

10. **Term of Agreement:** This Memorandum of Understanding is effective on the execution date appearing below and will continue in effect through the date when ESD 113 determines to reopen its Centers for onsite delivery of services and employees are returned to their regularly scheduled onsite assignments on a Center-by-Center basis. In the event of a partial re-opening (fewer than all Centers; less than full time onsite work), this Memorandum of Understanding will continue in effect as to those employees who are assigned to continue to work in a remote assignment.

FEDERATION OF HEAD START EMPLOYEES

CAPITAL REGION EDUCATIONAL SERVICE  
DISTRICT NO. 113

Sophia Pychener

Dana Anderson

Date 9/1/2020

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