

LETTER OF AGREEMENT
Between
Hillsboro School District
And
Hillsboro Classified Union

Novel Coronavirus (COVID-19) Repurposing of Work
Addendum

This agreement is between the Hillsboro School District (District) and the Hillsboro Classified United union (HCU) to avoid layoffs of classified staff. Due to the COVID crisis the District is instituting the Comprehensive Distance Learning Model (CDL). To allow for the changing needs of the district within the context of the CDL and in an effort to avoid layoffs of classified staff the district and the union enter into this agreement. The Letter of Agreement Addendum (LOA) shall supersede any conflicting provisions in any existing collective bargaining agreement or past practice between the parties for the duration of the LOA. As described below, this LOA addendum may be reopened for renegotiation by either party upon occurrence of any of the circumstances described from the LOA signed on June 10, 2020 form paragraph 10:

1. Requirements of Governor's Executive Order No. 20-29

In accordance with the Governor's Executive Order No. 20-29, the District, in order to receive allocations from the State School Fund, public schools shall:

"Public school employees shall fulfill duties as may be assigned by their public school employers, consistent with the provisions of this Executive Order and guidance from ODE and OHA. To the extent any modifications or reductions in a public school workforce during the effective dates of this Executive Order are necessary, any such actions should consider the goals of the Educator Equity Act, ORS 342.437."

2. Repurpose of Work

Classified staff may be reassigned to alternative duties based on the needs of the District during the Comprehensive Distance Learning and Hybrid Instructional Models and that may change at the discretion of the District. Options will be made available by Human Resources that fall into the categories of instructional support, community outreach and technical assistance, as well as facilities and maintenance.

- a. The District will assign work based on building/department needs.
- b. Employees will maintain their rate of pay during the reassignment.
- c. The District will provide a survey for staff to complete indicating their areas of interest based on work available by the District as well as training and resources in their transition to their repurposed position.
- d. Employees may be assigned a new supervisor to oversee work assignment(s).
- e. The reassignment can be for any and all portions of their allocated hours.
- f. An employee notified of the District's intent to reassign them to alternate duties shall have the option of accepting layoff in lieu of being reassigned.

- g. The District will have the discretion to shift work schedules (early afternoon /evening hours) so that they are different from the hours previously worked by the employee. Assignments will be made with regard to preferred work hours when possible.
- h. Staff whose work is repurposed will have their evaluation held in abeyance during the duration of their repurposed work. If the work is aligned to the job description and significant in nature of their current work then staff will be evaluated normally.
- i. If issues occur with work performance, workplace expectations or attendance, the District will engage in due process with the employee and union. In the event that a remedy to the situation is not possible, the District has the discretion of ending the assignment and moving to layoff without going through the disciplinary process.

3. Benefits and Work Share

- a. Employees may participate in Work Share with reductions up to 40%. This reduction will be based on the needs of the department and determined by the District.
- b. Employees will maintain their benefits.
- c. Work Share participation will cease with the expiration of the District's application to the Oregon Employment Department on May 10, 2021.

4. In the event that the service model returns to Hybrid or full in-person school, the parties will revisit the language of this letter of agreement for adjustments as needed.

5. Waiver

The Hillsboro Classified Union and the District hereby agree that this addendum supersedes any conflicting provisions of the current collective bargaining agreement between the parties. The parties agree that this addendum satisfies any, and all, bargaining obligations that the District may have arising under Oregon law as of the effective date of the addendum. This addendum shall expire at the conclusion of the 2020-21 contract year, at which time the parties may enter into a subsequent agreement or return to the current language and requirements of the collective bargaining agreement.

For the District:

Kona LewWilliams
Kona LewWilliams (Aug 14, 2020 16:26 PDT)
Kona Lew-Williams, Chief HR Officer

Aug 14, 2020
Date

For the Union:

Melody Hansen
Melody Hansen (Aug 14, 2020 17:27 PDT)
Melody Hansen, HCU President

Aug 14, 2020
Date