

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION 925
Administrative, Instructional and Support Personnel
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Impact of the Pandemic of Coronavirus and the beginning of the School Year, Fall 2020

The District has committed to remote learning for the beginning of the school year through October 8, 2020. Based upon this decision, the District and Union agree to the provisions in this MOU.

A. Early Learning Program (ELP) Employees (ECEAP & Boost):

Since February 2020, ELP has spent more than \$3.5 million to continue operating, even at a time where revenues that would normally match the \$3.5 million in operations have evaporated. As a result, ELP is \$4 million short of a balanced budget currently. For the 2020 – 2021 school year, we have restructured the program to reflect the required changes to operate our Early Learning Programs safely and effectively during the pandemic.

The Union and District agree to the following related to the beginning of the school year:

1. Per Article 2, Management Rights, the District will enact a reduction in hours beginning September 3, 2020 and concluding October 9, 2020.
2. Per the Administrative and Instructional Support Personnel (AISP) collective bargaining agreement Article 5.4, Reduction-in-Hours Procedure, hours assigned for impacted employees is zero (0) hours through October 9, 2020. This is considered a furlough.
3. From the period of October 12, 2020 through November 16, 2020, the furlough period shall be extended to all employees who have not been placed into positions as of October 9, 2020.
4. Employees shall not be compensated for days designated as furlough days.
5. Employees may not use general leave instead of unpaid furlough days.
6. During the furlough period, no bargaining unit work will be performed by non-bargaining unit employees.
7. During the furlough period, the District will not hire any new employees into the bargaining unit without consultation and approval by the Union.
8. Employees shall continue to accrue seniority (Article 5, Section 1), and earn general leave (Article 7, Section 1) as stipulated in the Collective Bargaining Agreement (CBA).
9. Employee Performance Evaluations as stipulated in Article 10 shall be suspended for employees who are not working during the furlough period.
10. Employees shall be assigned work by position by seniority as delineated in Article 5.4 beginning September 3, 2020.

11. Current employees who have lost hours would have consideration for vacancies before candidates from outside of the district could be hired should vacancies arise in Early Learning.
12. Employees receiving benefits as determined by SEBB (630 hours) shall maintain the District paid premiums through November 30, 2020 (end of the month of the furlough period). Employees are responsible for any additional employee deductions.
13. Professional development funds will be available for Early Learning employees who need to complete the program as required by the new state requirements through Dec. 31, 2020.
14. Employees who earned the education stipend by Aug. 31, 2020 shall have this stipend paid for the 2020-2021 school year. All documentation must be submitted to Human Resources by Oct. 31, 2020 in order to be considered.
15. Employees not assigned any hours or offered a position by October 15, 2020 shall receive notice of Layoff per Article 5.5, Reduction in Force (Layoff). The date of layoff shall be Nov. 16, 2020.
16. Employees who receive layoff notice will be provided the opportunity to update their preferences to be considered for other positions should they become available.

B. Benefits:

Individuals eligible for benefits provided by the School Employees Benefit Board (SEBB) under the provisions of the AISP CBA will maintain their benefits as delineated by SEBB.

C. Health and Safety:

Without a safe and healthy work environment, students cannot maximize learning and educators cannot fully engage in their profession. As a result, we will continue to follow health and safety guidelines as described in the COVID-19 Job Site Safety Plan in ensuring the health and safety of our staff and students. These include, but are not limited to social distancing guidelines, proper personal protective equipment (PPE) and appropriate sanitation practices. As recommendations change and are updated (from the [CDC](#), [Public Health Seattle King County](#), [OSPI](#), [L&I](#), [OSHA](#) and others), the District and the Union will continue to meet to discuss and apply those impacts.

The District's COVID-19 Fall Reopening Plan, Implementation Plans and other applicable documents will be shared with staff, summaries posted throughout work sites, and made available on the District website. Site-specific COVID-19 supervisors shall be designated at each work site to monitor the health of employees, enforce the COVID-19 Job Site Safety Plan, and field concerns raised by staff members.

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 296-36-150.

Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD) may be provided to employees.

D. 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. 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.

E. Leaves of Absence:

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 confirmed/diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical confirmation/diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable CBA or law:
 - i. 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;
 - ii. General Leave;
 - iii. Shared leave;
 - iv. Washington Paid Family Medical Leave (PFML);
 - v. 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.)
 - vi. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - vii. Unpaid leave of absence for the period of the temporary disabling condition;
 - viii. Long-term disability benefits (if available to the employee).

If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options as outlined in Article 7.

- 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 any or all of the following benefits under the terms of the applicable CBA or law:

 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. 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;
 - iii. General Leave;
 - iv. 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.)
 - v. Unpaid leave of absence for the period of the quarantine.

- 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 confirmed/diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical confirmation/diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable CBA or law:

 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. 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;
 - iii. General Leave;
 - iv. Shared leave;
 - v. Washington Paid Family Medical Leave (PFML);
 - vi. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - vii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site.

- 4. Higher/Increased Risk Employees:** Employees who are or might be at higher/increased risk of severe illness or death from COVID-19 as that term is defined by the [Centers for Disease Control guidance](#) may choose to come to work at a District work site 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 CBA or law:

 - i. Alternative assignment for work/services which may be provided from home, if available;

- ii. 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;
- iii. General Leave;
- iv. Unpaid leave of absence for the 2020-2021 school year.

5. Higher/Increased Risk Individual in the Employee's Household: Employees who themselves are not at higher/increased risk but have someone in the household who is at higher/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 a District work site 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 CBA or law:

- i. Alternative assignment for work/services which may be provided remotely, if available;
- ii. 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;
- iii. General Leave;
- iv. Leave of absence for the 2020-2021 school year.

6. Employees with Children Impacted by COVID-19 Circumstances: An employee who must care for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 or whose child may choose to come to work at a District work site 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 CBA or law:

- i. Alternative assignment for work/services which may be provided from home, if available;
- ii. 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;
- iii. 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;
- iv. General Leave;
- v. Unpaid leave of absence for the 2020-2021 school year.

The District will seek community partners to provide childcare options to employees.

F. Assignments:

Individuals wishing to apply for Fully Remote (BSD Virtual) positions for which they are qualified in the 2020-2021 school year will be given preference for employment

according to the following conditions:

1. Individuals who are personally determined to be “higher risk” as defined by the Centers for Disease Control. These individuals may be asked to provide medical documentation.
2. Individuals who are currently living with someone who qualifies as “high risk” as defined by the Centers for Disease Control. These individuals may be asked to provide medical documentation.
3. Individuals whose assignment for 2020-2021 has been highly impacted by COVID-19 responses including the changes to work assignments.
4. In the event there may be more than one employee to be considered for an opening, previous Remote Learning experience may be considered.
5. Should Fully Remote positions remain open after individuals as defined above have all applied, preference will be given according to Seniority as defined in Article 7 of this agreement.
6. Remote assignments are not to be created to accommodate the employee, but rather, are available based upon the determination that essential duties can and will be performed remotely with the remote assignment as an effective accommodation. If the employee is assigned a virtual assignment, Human Resources will require sufficient documentation to determine that a remote accommodation is aligned with the verified medical condition of the employee.

Throughout the staffing process the District and AISP/SEIU 925 shall remain in communication through Labor/Management.

G. Face Coverings and Personal Protective Equipment (PPE):

In accordance with King County Public Health Directive dated May 11, 2020, all employees are required to wear face coverings over their noses and mouths while inside school district facilities.

Individuals should use fabric coverings, such as cloth face masks, scarves, bandana coverings or other material as recommended by the CDC. Cloth face coverings must be worn properly in order to avoid contaminating the hands or face of the user. Before putting on a mask and after removing a mask, an individual should clean their hands with alcohol-based hand rub or soap and water, change masks when moist, and wash after use. While in use, avoid touching the mask. Worn masks may be contaminated with infectious agents.

The following individuals do NOT need to comply with this Health Directive:

- a. Any individual who has a physical disability that prevents easily wearing or removing a face covering;
- b. Any individual who is deaf and uses facial and mouth movements as part of communication;

- c. Any individual who has been advised by a medical professional that wearing a face covering may pose a risk to that individual for health-related reasons;
- d. Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

To facilitate and encourage the use of face coverings, the Bellevue School District will provide each employee up to five face coverings to be used. This does not prevent employees or visitors from using their own face coverings, so long as they are compliant with the County Health Directive. The school district will further make available disposable face coverings at the entrance to each building for employees to use who have forgotten their cloth face coverings at home.

Staff who are working alone at a location, and do not work at a shared workstation, are not required to wear a cloth face covering while working alone but should don a cloth face covering when entering or exiting the building.

Certain circumstances may require alternative protection to be considered beyond the identified acceptable face coverings. In these instances, specific approval must be obtained through the immediate supervisor and Human Resources.

The district shall provide appropriate PPE and training for employees who must perform tasks related to the duties of the position and the potential risk that an employee may face such as having to work within physical distancing guidelines and potential exposure through activities such as toileting, or forms of therapy that may require person to person contact.

In instances where specific recommendations and safety measures will be difficult to ensure, the employee will be made aware of any additional risk they may be exposed to in the work environment. In such instances, the employee will be involved in determining alternate or additional safety measures.

H. All other terms and conditions of the collective bargaining agreement not modified in this MOU will be in full force and effect during the furlough period.

Date: 10/23/2020

For the District



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For SEIU 925



Aaron Horton
Organizer