

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 Remainder of School Year, Spring 2021

The District and Union understand that in-person instruction, support and services will continue to expand through the remainder of the school year. In addition, with the proclamation from Governor Inslee requiring all students to be provided in-person services by April 19, and the beginning of Phase 3 on March 22, 2021, the District and Union agree to the provision in this MOU.

A. 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.

B. Health and Safety:

Without a safe and healthy work environment, students cannot maximize learning and employees cannot fully engage in their profession. As a result, the District 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 have been 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 or the COVID Site Supervisor. 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.

Employees may secure COVID-19 vaccine appointments during their regular workday.

Any leave taken for a vaccine appointment shall be paid leave and not deducted from the employee's general leave. The district will pay up to a ½ day (4 hours) for an employee for vaccine appointments. Employees are requested to provide as much advance notice as possible to support other employees and provide any coverage if needed. Employees are required to provide verification of vaccines if secured during district-paid work time. In all other instances, employees are highly encouraged to provide vaccine verification to Human Resources.

E. Leaves of Absence and Emergency Health Leave:

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.

In the event an employee is directed to quarantine (excluding employee quarantine related to non-exempt travel) by the District, a medical provider, or Public Health official, the District will create an Emergency Health Leave which will operate as follows:

- a. First, the District will reasonably provide any remote bargaining unit work to the affected employee if available.
- b. If the employee is not able to perform the work due to sickness or there is no remote work available, the District will provide an Emergency Health Leave equal to the pay and hours of an employee. The use of this leave is limited to the workdays that fall into this quarantine period.
- c. At the end of the quarantine period, the employee will return to their assignment or continue to use their sick leave in accordance with all policies and procedures of the District.
- d. Staff who are confirmed COVID-19 positive and are not able to work in person or remotely may use up to five (5) days of leave per employee paid by the District upon providing medical documentation stating a positive case and attestation.
- e. On a case by case basis, the District may have flexibility to provide different leave options as specified in the collective bargaining agreement, Article 7, Section 9 Leave Exceptions (page 32)

- 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. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Emergency Health Leave
 - iii. General Leave;
 - iv. Shared leave;
 - v. Washington Paid Family Medical Leave (PFML);

- vi. 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.)
- vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- viii. Unpaid leave of absence for the period of the temporary disabling condition;
- ix. 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 Union shall meet to discuss other paid leave options as outlined in Article 7.9.

2. Employees Quarantined Due to Possible Exposure to COVID-19: Employees who have been advised by a public health agency (including designated BSD staff) 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. Emergency Health Leave
- 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. Emergency Health Leave
- 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. General Leave;
 - iii. 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. General Leave;
 - iii. 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 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. General Leave;
 - iii. Unpaid leave of absence for the 2020-2021 school year.

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

F. Assignments:

Coverage of emergency situations. No employee covered under this agreement will cover in-person instruction to students, while a certificated staff member is remote for more than one (1) day unless mutually agreed upon by the employee and supervisor. In the event of a short-term leave of absence for emergencies (less than 24 hours) the following process will apply:

1. Prior to assigning Bargaining Unit staff, the site administrator will follow certificated staff emergency coverage processes.

2. The District will provide notification, including the specific classroom and program to Instructional employees including general school assistants (GSAs) and Paraeducators who may be assigned to cover classes for up to one (1) day, in the event that the regularly assigned certificated staff member is not available.
3. Administration will seek volunteers from the Bargaining Unit who would be interested in covering classrooms.
4. In the event that a volunteer may not be available, a Bargaining Unit employee may be assigned to the duty not to exceed one (1) workday.
5. If there are insufficient volunteers from the Instructional Support Staff, the District will provide notification, including the specific classroom and program to Administrative support staff **who** may volunteer to cover the class.
6. An employee assigned to emergency coverage in this section will be compensated at a Class Coverage Premium equal to ten (10) dollars an hour in addition to their regular hourly rate during the hours of class coverage for a minimum of two (2) hours. Pay will be retroactive to September 1st, 2020 and paid out no later than April 30th, 2021. In the event that multiple staff are in a classroom, the District will clearly designate the employee.

G. Classroom Coverage for Certificated Staff for Quarantines or similar circumstances:

In the event a certificated staff member is quarantined and continues instruction from a remote assignment but students remain in person, Instructional Support or other qualified employees may be assigned with mutual agreement between the employee and supervisor and under the following process for general education classrooms:

1. The District will provide notification including the specific classroom and program to Instructional support employees including qualified general school assistants (GSAs) and Paraeducators who may volunteer to cover the **class**.
2. When planning for the absence, the supervisor will take into account all health and safety impacts in consultation with the affected employee(s) of the interim staffing plan. If a qualified substitute cannot be provided, the employee must be consulted and would have the option to reconsider the temporary reassignment.
3. Coverage will not extend past fourteen (14) calendar days.
4. Volunteers will be compensated at a Class Coverage Premium equal to ten (10) dollars an hour in addition to their regular hourly rate during the hours of class coverage. Pay will be retroactive to September 1st, 2020 and paid out no later than April 30th, 2021. In the event that multiple staff are in a classroom, the District will clearly designate the employee.

Individuals who applied for and were assigned virtual assignments will maintain those assignments until such time as they are transitioned to in-person services. All requests for remote positions shall follow the Fall COVID Impacts MOU Process.

H. Employees with Higher Risk Considerations Not Assigned a Fully Virtual Position

The Union and District acknowledge that employees identified as higher-risk according to the Centers for Disease Control (CDC) or living with individuals identified as higher-

risk were prioritized for all available virtual assignments at the start of the 2020-2021 school year. For the remainder of the 2020-2021 school year, work accommodations for qualifying employees will be offered to the fullest extent possible in consultation between the employee, the employee's supervisor, and human resources through an interactive process.

Priority for consideration in accommodations will be given to employees in the following order:

1. Employees in a higher-risk category that did not receive a fully virtual assignment or that have entered a higher-risk category since the beginning of the 2020-2021 school year.
2. Employees who did not receive a fully virtual assignment and live with or care for immediate family members who are at higher risk.
3. Employees who did not receive a fully virtual assignment and live in a multi-generational household.

For employees identified above, the following accommodations may be available for the remainder of the school year and/or until the employee is able to attain a first dose of vaccination for COVID-19 if they choose to be vaccinated.

Accommodations may include but are not limited to:

1. Specific assignment to perform duties in a mutually agreed upon remote setting

Examples: Employee provides work duties remotely if available

2. In-person workplace modifications

Examples: Additional HEPA filters provided for the employee's workspace, higher grade air filters for workspace, plastic shields/barriers provided for workplace separations, etc.

3. Specific mitigation measures responding to an employee's individual situation

Examples: Higher grade PPE provided for the employee such as face-shields or N-95 mask, specific limits to potential exposures in the workplace such as limiting interactions with other adults and/or children, preferential workspace location, etc.

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

I. 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 are required to follow the most recent health and safety guidelines, including proper face coverings and PPE. Assignment of PPE by the District is assessed by the risk of their individual duties.

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.

The District will provide appropriate PPE as needed based on health and safety guidelines.

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.

J. In-Person Recognition Stipend:

The Union and District recognize that many employees began direct, in-person services as early as August 2020 in order to prepare for and provide a Free and Appropriate Public Education to students. These employees implemented and carried the responsibility of school preparation, providing access to technology, instructional materials, and other support and services. Additionally, levels of PPE, distance restrictions, and other safety measures were in constant flux with the DOH and L&I guidelines. Further development of MOU guardrails and preparedness timelines were put in place as the Union and District learned from these employees and their experiences. For this reason, a recognition stipend will be granted to employees who began in-person public and direct student services between August 1, 2020 and January 1, 2021. The Union and District acknowledge that this token of recognition does not account for the individual hours worked but is a gesture of appreciation for the employees who provided these supports and services. Employees

providing these services shall be compensated as follows:

- \$2400 for employees who began providing services in August or have provided services for more than 30 days
- \$2000 for employees who began providing services in September or have provided services for more than 20 days
- \$1500 for employees who began providing services in October or have provided services for more than 10 days
- \$1000 for employees who began providing services in November or have provided services for more than 5 days
- \$500 for employees who began providing services in December or have provided services for 5 days or fewer

Stipend Schedule Examples:

Scenarios	Result
Employee works beginning in August and works at least 30 days that qualify through December	The employee qualifies for the \$2400 stipend
Employee works beginning in August and works a total of 10 days that qualify through December	The employee qualifies for the \$1000 stipend
Employee works beginning in August and works a total of 4 days that qualify through December	The employee qualifies for the \$500 stipend
Employee works beginning September and works a total of 12 days that qualify through December	The employee qualifies for the \$1500 stipend

The \$2400 stipend is the maximum amount an employee can receive under this stipend schedule.

K. Communications and Changing Conditions.

When the District makes the determination to expand in-person student services that result in an employee’s remote assignment to transition to in-person, the District will notify the affected employees at the same time as certificated staff (generally ten working days). The affected employees may include or are not limited to:

- Paraprofessionals
- GSAs
- Tech Specialists
- Office Staff
- Early Learning

Prior to staff transition to in-person services, the following items will be addressed,

during normal work time:

- Communication with employees about the designated Site COVID-19 Supervisor and the Site COVID Coordinator
- Access to Site COVID-related procedures and protocols
- PPE & Safety Equipment and where to access it
- Communication of required trainings
- Verification of Employee Assigned Hours and Daily Duties/Responsibilities
- For newly hired employees, Human Resources will coordinate with the building to support transition.

As working conditions change, the District and the Union will meet to bargain those changes in a timely manner. The District and the Union have set up regular Labor-Management check-ins in which to discuss concerns or changes for the remainder of the 2020-21 school year:

- March 17th, 2021
- April 21st, 2021
- May 19th, 2021
- June 16th, 2021

All other terms and conditions of the collective bargaining agreement not modified in this MOU will be in full force and effect during the remainder of the school year. This agreement is non-precedent setting and will expire June 30, 2021.

Date: 3/26/2021


For the District

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For SEIU 925

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