

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION 925
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Impact of Coronavirus and School Closure

On February 29, 2020 Governor Jay Inslee declared a state of emergency related to coronavirus (COVID-19) in Proclamation 20-05. On March 11, 2020, the Bellevue School District announced school closure through March 27, 2020. With Proclamation 20-08 issued March 12, 2020, Governor Inslee closed schools in King County through April 24, 2020. On April 6, 2020, Governor Inslee amended Proclamations 20-08 and 20-09 by issuing Proclamation 20-09.1, extending state school closures through June 19, 2020.

As a result, SEIU 925, representing administrative and instructional support personnel (AISP), bus drivers and bus attendants, nutrition services and warehouse personnel, agree to the following:

Compensation

1. Employees who are willing to work and are available, will be paid their regular wages for their base position, even if work may not be available for them during the time of closure. **Employees will be paid for their normal work hours during the closure period through June 19, 2020.** Employees who work less than full year may perform additional duties equivalent to their time worked through June 22, 2020, up to an additional eight (8) hours of compensation.
2. Alternate assignments for employees whose regular work or duties cannot be performed during the closure may include professional development or alternate work assignments.
3. Employees who are able to perform the essential functions of their position while working remotely are strongly encouraged to do so, in compliance with the Stay at Home orders issued by the Governor and extended through May 4, 2020.
4. Employees identified as at-risk but are able to perform assigned work duties remotely will be compensated and not required to use their own general leave or be required to take COVID-19 Special Paid Leave.
5. Bus cleaning hours per the Transportation Collective Bargaining Agreement in Article 3.17 may be performed beginning June 1, 2020 through June 30, 2020 to ensure appropriate physical distancing and safety for employees.

Benefits

1. Employees who have benefits from the School Employees Benefits Board (SEBB) shall keep their benefits during the closure period, regardless of their work status (working, on leave, in unpaid status).
2. Employees are still required to pay any employee deductions during the closure period.

Leaves

1. Employees are not required to work during the closure period, March 16 – June 19, 2020.
2. If employees choose to remove themselves from the workplace, they may select the following leave options:
 - a. Use of general leave (sick) from the employee's leave bank – **No expectation of work to be performed while using this leave.**
 - b. Use of unpaid leave. The employee will be in an unpaid status – **No expectation of work to be performed while using this leave.**
 - c. Use of vacation leave if the employee accrues vacation – **No expectation of work to be performed while using this leave.**

SCOVID-19 Special Paid Leave

The District has established COVID-19 Special Paid Leave that will be applied to employees who fit the designated categories listed below. This leave will NOT be taken from the employee's general leave.

1. Employees designated at-risk by the [Center for Disease Control \(CDC\)](#) and Public Health – Seattle and King County.
 - a. Employees may be considered at-risk beginning February 24, 2020 if identified by a medical professional.
 - b. Employees may be considered at-risk beginning March 2, 2020 if they fit into the identified at-risk designations from the CDC and Public Health in effect as of that date.
 - c. Employees may be considered at-risk beginning March 23, 2020 in the stay at home order by Governor Inslee in Proclamation 20-25.
 - d. Employees may have their designation of at-risk no longer apply due to the change of at-risk age from 60 to 65 by the CDC effective April 5, 2020.
2. Employees granted COVID-19 Special Paid Leave shall have this leave through June 19, 2020, at which time this leave shall no longer be available.
3. Employees who have their leave category identified as COVID-19 Special Paid Leave denied may appeal this denial no later than June 30, 2020. Only one level of appeal will be applicable for this review. All appeals will be reviewed with SEIU 925 and a final determination and rationale shall be shared with each employee and SEIU 925.

Safety

The District will follow guidance and recommendations for health and safety as determined by the [CDC](#) and [Public Health – Seattle and King County](#). In addition, the District will adhere to its [Public Distancing Guidelines](#) and subsequent updates.

Pay Differentials for Public-Facing Positions

Through the duration of closure, some positions are **designated as essential positions and have public interaction with students, parents and community**. These positions will receive a pay differential for **actual** hours worked.

1. Hours worked shall be paid at 1½ times the employee's base rate of pay.
2. Overtime for hours worked shall be paid at 2 times the base rate of pay.

3. This pay differential is effective beginning March 16, and throughout the closure, ending June 19, 2020, in the identified positions. The District, in consultation with department responsible, will identify specific positions that fall into this category.

Professional Development

Employees have a variety of opportunities to engage in learning during our school closure. Below, please find a list of resources and options to further your professional learning.

1. Employees who do not have a full alternate assignment during the closure should participate in identified professional development.
2. Employees are expected to be available and willing to work in order to remain in paid status while doing professional development.

Evaluations

1. For bus drivers and bus attendants, evaluations for the 2019-2020 school year will not be required.
2. For Warehouse employees, the normal evaluation process shall be completed.
3. For Nutrition services, evaluations for the 2019-2020 school year will not be required.
4. For AISP, employees working part year (fewer than 200 days) shall have a modified evaluation process that will provide an opportunity for employee reflection. Deadlines for employees who work part year shall be extended to June 19, 2020. For full year employees, the employee may request a modified evaluation process.

Date: 6/25/2020

For the District



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For SEIU 925



Aaron Horton

Organizer