

**Memorandum of Understanding
By and Between
The Bethel School District
and
The Bethel Education Association**

**Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis**

DISCLAIMER: The District and Association reserve the right to make any corrections to the following memorandum of understanding based on the August 20, 2020 MOU presented at 9:10 PM.

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

For the 2020-21 school year, the Bethel School District is planning a sustainable and flexible online/remote-only instructional model. There are also potential stages for in-person/online hybrid models that would allow education to shift at any time between remote, hybrid and in-person learning. Our model of reopening schools, including all potential hybrid learning models, will prioritize health and safety.

1. **Safety:** District health and safety protocols will comply with applicable public health directives. The staff website will include a section on safety protocols. The site will be linked to in Staff News until prudent to remove. The link will include an update flag for when substantive changes have been made. Special e-Bulletins will be sent for pressing information regarding safety protocols. Safety posters and reminders will be posted at each site.
2. **Compensation:** Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of the school closure(s) related to Coronavirus/COVID-19. Supplemental contracts will be contingent upon the approval and holding of the named activity. The District will consider supplemental contracts that can be successfully adapted to the modified learning environment as a result of COVID 19.
3. **Stages:** Stages for reopening will be developed and determined by the Superintendent, in consultation with the Board of Directors, based on guidance and direction from OSPI, Governor, and state and local health authorities. As the public health situation continues to evolve the District and the Bethel Education Association will continue to work together on moving between these stages.
4. **Professional Development:** Professional development time will be provided to prepare for distance learning.
 - a. The September 2 Back to School Staff Meeting will be replaced by an existing district professional development day.
 - b. The Back to School Staff meeting will be scheduled once it is determined that we will return to a hybrid instructional model.
 - i. Annual videos will still need to be completed by September 30, 2020.

- ii. Time-sensitive nuts and bolts items from the Back to School Staff Meeting will be covered during existing staff meeting times.
 - iii. The traditional format for the Back to School Staff Meeting will resume in 2021-22.
 - c. On September 3 and 4 students will have a full day of learning (½ day synchronous, ½ day asynchronous) in order to provide professional development time for staff.
5. **Leaves:** 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.
- a. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical 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 collective bargaining agreement (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. Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal 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; and
 - x. Unemployment benefits.
 - b. **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 the following benefits under the terms of the applicable collective bargaining agreement (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) Leave for illness, injury or emergency;
 - iii. Shared leave;
 - iv. Personal leave;
 - 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. Unpaid leave of absence for the period of the quarantine; and
 - vii. Unemployment benefits.

- c. **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 diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - 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. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- d. **Employees At Increased Risk:** Employees who are at increased risk of severe illness or death from COVID-19 as that term is defined in the Governor's proclamation 2046.2 (extended on July 29, 2020) and its accompanying memorandum, may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - 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. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Unpaid leave of absence for the 2020-21 school year; and
 - vii. Unemployment benefits.
- e. **Employees Who Might Be At Increased Risk:** Employees who might be at increased risk of severe illness or death from COVID-19, as that term is defined in the Governor's proclamation and its accompanying memorandum referenced above, may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - 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. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Unpaid leave of absence for the 2020-21 school year; and
 - vii. Unemployment benefits.

- f. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone living in the household who is at increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation and its accompanying memorandum referenced above may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - 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. Leave for illness, injury or emergency;
 - iv. Personal leave; and
 - v. Leave of absence for the 2020-21 school year.

- g. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - 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. Leave for illness, injury or emergency;
 - v. Personal leave; and
 - vi. Unpaid leave of absence for the 2020-21 school year.

- h. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:
 - i. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - ii. Leave for illness, injury or emergency;
 - iii. Personal leave;
 - iv. Unpaid leave of absence for the 2020-21 school year; and
 - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

- i. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, 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 assignment for work/services which may be provided from home, if available (see paragraph 10 below);
- ii. Personal leave; and
- iii. Unpaid leave of absence for the 2020-21 school year.

Employees who believe their workplace is unsafe shall immediately report their concerns to their supervisor and/or the workplace safety committee immediately. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

- j. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:
- i. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
 - ii. Employees quarantined due to possible exposure to COVID-19;
 - iii. Employees caring for someone with COVID-19/suspected COVID-19;
 - iv. Employees at increased risk or employees with an individual at increased risk living in the employee's household;
 - v. Employees who cannot wear a mask or other required PPE;
 - vi. Employees with children impacted by school closure;
 - vii. Employees who choose to not work at a district work site due to concern for safety; and
 - viii. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not reassign employees previously awarded such assignments in order to accommodate other employees whose need for an alternative assignment arises later in the school year.

Teachers needing an alternative worksite shall be considered for the Bethel Virtual Academy (BVA) based upon the list above in provision one.

- k. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
- i. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 - ii. Such employee may only be assigned to perform work for which the employee is appropriately trained and licensed (if applicable);

- iii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - iv. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
 - v. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 - vi. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
 - vii. This provision applies exclusively to the assignments and job duties of BEA-represented employees. BEA-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).
- l. **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. The governor's proclamation 20-46-1 (extended July 29, 2020) regarding "High Risk Employees" will remain in effect through the duration of the State of Emergency or until otherwise rescinded or amended, and the parties agree to meet on or about that date to address future guidance for such employees based on the actions or inactions of the governor.

6. Special Services:

- a. Special Services teachers shall not be required to teach in-person and remotely simultaneously.
- b. Appropriate PPE shall be provided to Special Services teachers and students as defined in OSPI and health department guidelines.
- c. Special Services staff may be required to report to school before school resumes in full, **if** in-person services are required to meet IEP provisions.
- d. Special Services staff will be empowered to create individual and small group schedules that support but are not limited to building "class/learning schedules".
- e. Special Services staff may need to shift their workday schedules to maintain a normal number of workday hours and meet student/parent needs. Staff who flex their schedules will submit their schedules (and any parameters thereof) for approval by building administrative teams.
- f. Training: ESAs shall receive training on remote assessment.
- g. ESA's shall have the option to assess students on site or remotely, when possible.

7. Virtual Academy: The virtual academy will have an elementary and secondary component.

- a. Staff will be assigned at the Virtual Academy using the following priority order:
 - i. Staff in need of alternative work assignments related to the provisions above;
 - ii. Through posting as outlined in the collective bargaining agreement.
- b. Placement of staff at the Virtual Academy as a result of an alternative work assignment or posting will be considered a permanent placement except as otherwise outlined in the collective bargaining agreement.

- c. Nothing in this section shall prevent the district from making adjustments to staffing related to program need and balancing staffing allocations in compliance with the collective bargaining agreement.
 - d. Virtual Academy student loads will be 40 for the elementary and 150 for secondary.
8. **Contract Maintenance:** Monthly contract maintenance meetings shall have more opportunities to meet as conditions warrant.
 9. **Communication:** The District will continue to provide updates regarding recommendations and requirements from appropriate public health authorities at the state and county level and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.
 10. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or earlier if it is determined to be safe to bring all students and staff back for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this _____ day of August, 2020.

Signed this _____ day of August, 2020.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date/Time

Date/Time
