

AGREEMENT (FINAL)

THIS AGREEMENT entered into by and between BETHEL SCHOOL DISTRICT NO. 403, a public school district located in Pierce County, Washington (“the District”), and **BETHEL EDUCATION ASSOCIATION** (“the BEA”), the exclusive collective bargaining representative for certain employees of Bethel School District.

Recitals

1. The BEA and the District entered into a Collective Bargaining Agreement for the 2020-2021 through 2022-2023 school years;
2. The BEA and the District entered into a memorandum of understanding (MOU) on August 20, 2020, that involved COVID-19 related agreements for the 2020-21 school year;
3. The District created a reopening plan (instructional handbook) that provided the union notice of the District’s COVID-19 related reopening plans while negotiating the aforementioned MOU;
4. On September 21, 2020, the District met with the union to share plans for moving to stage three on October 1, 2020, and anticipated moving to stage four by mid-October 2020;
5. The BEA filed a demand to bargain on September 29, 2020, that asserts a change in student schedule from an AM-PM to an A-B model constitutes a change in working conditions;
6. The BEA and the District entered into a memorandum of understanding (MOU) on October 27, 2020, that involved remote work options for employees;
7. The BEA filed a demand to bargain on November 3, 2020 and November 12, 2020, that involve a variety of subjects connected with operations during stage three and four;
8. The parties desire to resolve this issue in accordance with this Agreement.

Agreement

The parties agree as follows:

1. **Reaffirmation of Safety Protocols.** The District reaffirms its commitment made in the August 2020 Memorandum of Understanding that states, “District health and safety protocols will comply with applicable public health directives.” This commitment includes public health directives involving distancing requirements, masks, and student attestations. District protocols will continue to be available via the terms of the August 2020 Memorandum of Understanding (i.e., staff intranet site, staff news), see item one. Building protocols will be emailed to building staff. Principals will email staff when building protocols are revised.

Any student refusing to wear a mask, after appropriate teacher intervention, will be immediately directed to building administration.

2. **Building-Related COVID/Quarantine Leave.** An employee is eligible for up to 10-days of paid District COVID leave pursuant to the following parameters. Eligibility is contingent on contracting and/or being ordered by the District to quarantine as a result of on-site exposure during regular employment. This provision does not entitle the recipient to more leave than required to quarantine or to safely return from work after contracting COVID-19.

Contracting COVID 19: The determination of whether the exposure occurred on-site will be determined by the Tacoma-Pierce County Health Department (TPCHD). When a determination is not possible by the TPCHD the employee may submit a District Declaration Form asserting that the exposure was in connection with their assignment.

District Ordered Quarantine: Eligibility is contingent on being ordered by the District Health Officer to quarantine as a result of on-site exposure during regular employment.

3. **Elementary District / Building Professional Development or Team Collaboration Time.** During the first two weeks of each grade level beginning the hybrid schedule, the 70 minutes titled “District/Building PD or Collaboration Time” on the Hybrid Schedule will be team collaboration time that is planned by the grade level team members.

District/Building Professional Development does not include building specific meetings (i.e. data meetings, instructional meetings, vertical articulation, etc). The next two weeks will be Cross District Collaboration facilitated by the Teaching and Learning Department. The remaining “District/Building PD or Collaboration Time” identified on the Hybrid schedule will be principal facilitated.

4. Hybrid Schedules:

Secondary: During in-person learning time, teachers will meet briefly (i.e. first five minutes) with remote learners to take attendance and provide initial guidance for the day’s learning. Additionally, teachers will use their professional discretion to determine if/when any additional support will be provided to remote learners.

Elementary: Teachers are not expected to interact with remote learners during in-person learning time, but have the discretion to determine if/when they support remote learners during the in-person learning time.

5. Substitute Teachers.

- a. As a given grade level/area is moved to stage 4 the District will return to a traditional substitute and class coverage model.
 - b. Remote teachers who are required to cover in-person students will receive the substitute rate established by Article 48 or a portion thereof.
6. **SPED Self-Contained.** Self-contained programs are unique and one solution will not adequately address all situations. SPED admin and principals will work to support these special programs and address needs as they occur. District Special Services administrators will create a standing agenda item at regular PLC and job alike meetings that allow for COVID workload concerns to be shared for the remainder of the school year.
7. **Ongoing Communication.** The parties agree to meet on an as-needed basis to discuss and problem-solve issues that arise related to stage 4 operations.

8. **Term:** This agreement is effective through the last student day of the 2020-21 school year.
9. **Settlement.** This agreement settles and subsequently closes all pending demands to bargain through the date of this agreement.
10. **Complete Agreement.** This Agreement contains all of the promises and covenants exchanged by the parties. In executing this Agreement, all parties warrant that they are relying solely on their own judgment and knowledge and that they are not relying on any statements or representations made by the opposing party.
11. **Laws of the State of Washington.** This agreement shall be interpreted and construed under the laws of the State of Washington.

BETHEL EDUCATION ASSOCIATION

By _____

Date _____

BETHEL SCHOOL DISTRICT NO. 403

By 

Date March 18, 2021