

MEMORANDUM OF UNDERSTANDING

between the

BELLEVUE EDUCATION ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Regarding Impact of the Pandemic of Coronavirus for the 2021-2022 School Year and Return for Full-Time, In-Person Instruction

Philosophy Statement: The Bellevue School District (BSD) and the Bellevue Education Association (BEA) will follow guidance from public health, occupational health and educational authorities and agencies as schools are fully opened for the 2021-2022 school year. As a result, this Memorandum of Understanding (MOU) provides for an agreement on school being as familiar and stable as possible for students and staff. This MOU is an inclusive approach, incorporating specialized programs and staff under a single set of guidelines.

As recommendations and requirements change and are updated, the District and Association will follow guidance in this order of proximity to local jurisdiction: Public Health -Seattle & King County, Washington State Department of Health (WA-DOH), and then the Center for Disease Control and Prevention (CDC). Appendix A serves as a visual reference. Bellevue School District employees will also follow guidance from Labor and Industries (L&I), Office of Superintendent of Public Instruction (OSPI), United States Department of Education (USDE), Occupational Safety and Health Administration (OSHA) and Division of Occupational Safety and Health (DOSH).

1. **Summer Programs:** In alignment with changes from WA-DOH, we will follow health and safety requirements and guidelines as described in the [District Health and Safety SharePoint Site](#) for summer programs.

For summer programs beginning July 1, specific changes to the April 2, 2021 MOU include the following:

- a. Programs at all levels will operate with 3 feet of physical distance in classrooms to the greatest extent possible
- b. There will be no attestations or health screenings

If changes to requirements or guidance are made during the summer programs period staff will implement those in alignment with the conditions in the July 2021 MOU.

2. **Leaves:** For the 2021-2022 school year, leave provisions shall revert back to those covered in Article 17, Leaves of the collective bargaining agreement (CBA). BEA and BSD understand that Section 13, Leave Exceptions in Article 17 continues to apply, which includes consultation with BEA through Meet and Confer.
3. **District-wide Health and Safety Conditions Review:** A multi-disciplinary District Health and Safety Team with guaranteed representation for BEA, will serve as a central body for coordination of health and safety requirements, guidance, and implementation of any changes

from public agencies. The purpose of the team is to gather and distribute resources, review new and updated guidance and data from relevant agencies as described in Appendix A, disseminate information onto the District School Year 2021-2022 [SharePoint page](#), and other actions to support health and safety needs. Information regarding updated guidance and procedures will be communicated to the building-based teams that review health and safety data. All recommendations from the District Health and Safety Team will be consistent with both guidance from appropriate agencies and existing CBAs for employee groups. Should objections or concerns be raised by the BEA representative surrounding any recommendations from this team based on changing guidance during the year, these topics will be deferred for review through Meet and Confer.

4. **Building Health and Safety:** The BEA and BSD recognize that many sites have already formed working Safety Teams for their schools in years prior to those affected by COVID-19. In order to avoid disrupting current systems and workgroups, these existing Safety Teams may take on the task of reviewing quarterly building-based data. Should existing building Safety Teams not decide to take on this additional duty, another team may be formed and or/designated by the Building Leadership Team.

Questions buildings may consider in the make-up of their team include:

- i. Does the team reflect the diverse make-up of the staff?
- ii. Are there any voices or perspectives that are clearly missing?
- iii. Are there any certificated in-person job roles that are missing?
- iv. Does the team include perspectives from other labor groups/staff?
- v. Do any members of the team provide unique perspectives that are important to consider such as:
 - a) Educators who are also parents?
 - b) Educators living with higher-risk family?
 - c) Educators living with their parents or other elderly family members?
 - d) Educators from the BIPOC community?
 - e) Educators from communities known to be disproportionately impacted by COVID-19?
 - f) Educators with family moving between multiple homes?
 - g) Educators who live within the community/Bellevue?

The team will be responsible for referencing the District Safety Team SharePoint site for information and recommendations for health and safety related procedures. Individual buildings will have access to templates from SharePoint to modify and implement school-specific procedures. Building Safety Teams, and/or designees will prepare these procedural items listed in the Systems Preparation section of this MOU below.

Following the implementation of additional procedures for fall 2021, this group shall review, each quarter, relevant safety reporting data provided by the District Health and Safety Team including, but not limited to: safety protocol reports, school infection and contact tracing data, local health condition data available from Public Health, Seattle and King County and other relevant materials. Based on these reviews, any adjustments necessary to health and safety related procedures will be made by the team and communicated out to building staff.

5. **Systems Preparation:** At each school site the Building Safety Team, BLT, and/or a designated group will, prior to the first Professional Learning Day of the fall term, prepare the following:
 - a. Arrival and dismissal procedures

- b. Lunchtime and meal procedures
- c. Recess procedures
- d. Shared staff space and staff lunch procedures

Sample procedures are available through the District School Year 2021-2022 SharePoint page under "[School Resources](#)". Building Safety Teams should use these templates and modify as needed.

6. **Staff Safety Reporting Procedures:** BEA and BSD are committed to ensuring that protocols and safety measures will continue to be followed.

Any safety concerns or alleged violations to COVID 19 safety protocols and risk mitigation procedures coming from BSD staff shall be reported as soon as possible according to the following structure:

- 1. Report a safety issue by completing the [online form](#) (reporting may be anonymous)
- 2. The Building Safety Team (or designated team) representative will report the violation to building administrators and/or their designees.
- 3. Building administrators have up to one (1) business day to address the issue and report resolution to the reporting employee
- 4. If no resolution is found within one (1) business day, the employee may report to BEA and Human Resources, Assistant Superintendent or designee
- 5. If no violation or concern can be confirmed, said result will be reported back to the employee
- 6. A copy of all reports will be generated automatically and sent to the Association President at the end of each day a report is generated
- 7. Staff may report unresolved and/or repeated concerns/violations to BEA to address through the Article 27, Grievance Procedure and potential reporting to L&I.

A quarterly report summarizing the safety findings for each individual building will be reviewed by the site's Building Safety Team (or designated team). Quarterly Safety Report Summaries will be reviewed at Meet & Confer. Employees involved in reporting COVID 19 Safety protocols and risk mitigation violations, whether as a reporter, witness, representative of BEA, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participating in the reporting process as provided for in the CBA Article 27, Grievance Procedure, Section 6, Freedom from Reprisal.

7. **Additional Health and Safety Related Recommendations:** In recognition of the continuing health and safety conditions existing at schools during the 2021-2022 school year, the following guidance is offered:
- a) All certificated staff should refer to and familiarize themselves with the health and safety guidelines provided on the [District School Year 2021-2022 SharePoint Site](#) for procedures such as cleaning of spaces, monitoring of entrances and exits, movement throughout the building, etc.
 - b) All certificated staff are encouraged to provide as much best practice health and safety support possible for students in conjunction with other staff members such as:
 - i. Reminding students to make frequent use of hand-washing and hand-sanitizing stations throughout the day.

- ii. Helping to monitor hallway spaces during transitions between classes and encouraging students to efficiently reach their next class and avoid gathering or blocking of the halls.
 - iii. Establishing clean desk and seat sanitizing expectations for students.
 - iv. Monitor student movement outside of the classroom space for bathroom and other personal reasons to the extent possible while providing for the needs of students.
 - v. Monitor hallways and help encourage students to leave campus in an orderly and safe physically distanced manner when they have completed all of their activities.
8. **Staff Training:** All certificated staff are required to be provided and complete the identified training below:
 - a. SafeSchools COVID19 training
 - b. Site specific training related to safety and procedures
 - c. Role-specific training regarding physical distancing and other safety measures work for positions that may have greater risk of exposure, including but not limited to Nurses, OT, PT, SLP, Special Education or other roles.
 - d. All training shall be in accordance to the most recent safety guidelines as referenced in Appendix A.
9. **Lunch:** For buildings and departments that provide meals on campus, all requirements and guidance from relevant agencies must be followed. Per the CBA, Article 6, General Conditions of Employment, Section 13, Lunchroom Supervision, no certificated staff member is required to supervise students during their duty-free lunch time.
10. **Student Schedule Changes:** For the 2021-2022 school year any additional work hours required for counselors in re-scheduling students because of COVID related changes in program will be tracked by the employee and paid at per-diem rate up to a maximum total of twenty-four (24) hours.
11. **Recovery Services:** BSD continues to learn about recovery services expectations through OSPI procedural feedback via due process hearings and citizen complaints, regional collaboration, and other sources. In the Spring of 2021, BSD created two (2) BSD and BEA feedback groups to include educator voice for finalizing the recovery services process and delivery as follows:
 - Data Feedback group to consult on creating a dynamic data dashboard to serve as a tool to assist educators in collecting data for recovery services and for reporting recovery services eligibility and completion so that there can be centralized, systemic oversight for support and program implementation
 - Program Feedback group to support creating a suite of recovery services programs to offer for recovery services

BSD and BEA will follow recommendations put forward by these feedback groups. If recovery services are determined by an IEP team to be conducted during the school year, certificated staff may volunteer and will receive per diem pay in accordance with the CBA. To the greatest extent possible, this work will not be scheduled during the school day.
12. **Virtual Academy:** For the 2021-2022 school year, in order to address continuing impacts from COVID-19, the District will offer a BSD virtual placement for students for one (1) year only (using Alternative Learning Experience funding). This learning model is not intended to be used

for anything other than students who choose a 100% virtual schooling option for the school year. The District and Association have committed to adding a 0.4 FTE (full time equivalency) counseling position and up to 1.0 FTE elementary position districtwide to support the integration of students into the school environment. FTE at school sites will not be reduced as a result of this one (1) year emergency program. Workload impacts on in-person educators related to services for students in the virtual environment are subject to remediation through the IAP process. Monitoring and oversight of Virtual Academy impacts will occur through the Meet and Confer process.

13. **Support for Administration of Assessments:** Assessment of student learning is an important part of our recovery plan post-pandemic. The following supports for educators will be available to offset the additional impact and is intended to minimize loss of instructional time to testing required in the recovery plan submitted by the District to OSPI.
- a. **Support for Elementary Educators:** Building Leadership Teams and/or designee(s) (ex. ITCL, MTSS team) will identify educators in possible need of assistance with administration of assessments as outlined in the District’s recovery plan. It will be that group’s responsibility to seek out and directly inquire about what support affected educators will need.

Educators who should be directly offered support include but are not limited to:

- Educators with 25% or more students in the class testing below grade level on applicable metrics based on beginning of the year screeners
- Novice educators, teachers in their first two (2) years of teaching
- Educators who have a disproportionate number of students testing below grade level on applicable metrics compared to peers in the same building
- Dual language/language immersion educators who administer assessments in multiple languages

Examples of supports available include, but are not limited to:

- Another certified educator in the building to support or provide coverage in the classroom while the educator is administering the assessments
- Another certified educator providing direct support with administration of assessments
- Additional staff support
- Support with analyzing assessment data to determine instructional supports for students

- b. **Support for Secondary Educators:** The Building Leadership Team (BLT) and/or designee(s) (ex. MTSS team) will develop a process for equitably distributing class time impacts of required testing and surveys. A central office assessment team will provide a sample assessment schedule recommendation to the BLTs prior to the start of the school year.
14. **Nursing Staff Considerations:** School nurses are essential medical professionals in the support and implementation of safety measures and protocols, development of health training and consultation for staff, and overall care and wellness of students. In recognition of this, nurses are prioritized at the highest degree for all PPE in alignment with Labor and Industries guidelines.

In emergency situations where a school nurse is not available to serve in a building, staff such as the building administrator or office administrator who have been trained to work in the health room and/or isolation room will provide coverage for the school nurse. Any staff working in the

isolation room must have access to the appropriate levels of PPE outlined in the Labor and Industries Guidelines.

15. **Contact Tracing Protocols:** In accordance with guidelines from relevant agency(ies), if a person tests positive for COVID-19, trained staff will lead contact tracing as required in the school and work setting by state and local authorities. BSD and BEA will follow all relevant health and safety guidance and requirements in conducting and following up on contact tracing and its effects on educational programs.
16. **Vaccine Appointments:** During the 2021-2022 school year, Certificated staff may secure COVID-19 vaccine appointments for themselves or their own children/wards during their regular workday. Any leave taken up to four (4) hours for a vaccine appointment shall be paid leave and not deducted from the employee's general leave. Any leave for such appointments should be communicated to the employee's supervisor in advance and in accordance with leave provisions in Article 17 of the CBA.
17. **Vaccine Verification:** Currently, the Bellevue School District is not requiring staff to vaccinate against COVID-19 but will require proof of vaccination for those who choose to do so. If BSD requires staff obtain COVID-19 vaccinations, it must bargain any impacts to mandatory subjects of bargaining. The current practice is aligned with [Board Policy 6512](#) regarding vaccination reporting. In the event of an outbreak of a vaccine-preventable disease in school, the local health officer has the authority to exclude a susceptible staff member in efforts to protect the educator.

The Bellevue School District maintains a confidential database for staff to report their vaccination information through a secure portal. A limited number of district staff have access to this information. Personal information and collective percentages of staff vaccination rates will not be shared in staff or community emails, on social media, or in any other manner, unless required by law or a court of competent jurisdiction.
18. **Use of personal devices:** No employee is required or encouraged to use personal/home devices for communication with students and families. Employees are encouraged to make use of the appropriate technology and resources provided by the Bellevue School District.
19. **Modification to the Start Date for Kindergarten for the 2021-22 School Year:** The parties agree to modify the previously adopted calendar included in the CBA by changing the first day of kindergarten from Tuesday, September 7, 2021 to Friday, September 3, 2021. The parties also agree to changing September 7, 2021 to a non-student day for kindergarten students in order to maintain the 3rd non-student day identified for kindergarten teachers in meeting their responsibilities for WAKIDS.
20. **Precedence:** This MOU shall be in effect for the 2021-2022 school year, terminating July 31, 2022. Unless expressly identified in this MOU, all other provisions of the CBA shall remain in full effect. This MOU and the practices and policies it describes for mitigation of the COVID-19 epidemic is non-precedence setting and is intended to address the specific and unprecedented circumstances presented by the response to the pandemic during the 2021-2022 school year.
21. **Open Items for Consideration:** The parties agree that based upon the likelihood of changes in public health agency regulations related to COVID-related quarantine of students or staff, no public discourse by BEA officials or BSD administrators will occur on these subjects until the parties reconvene on August 12-13, 2021 to address the open items for consideration.

22. **Monitoring and Oversight:** The parties agree to monitor the provisions of this MOU and related components of the Collective Bargaining Agreement to ensure the health and safety of staff, the consistency and efficacy of the work and educational environment, and the adherence to and interpretation of these provisions. Oversight shall be through the regularly scheduled Meet and Confer meetings throughout the 2021-2022 school year.

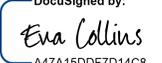
Date: July 1, 2021

For the District:

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