

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
School and District Closure Related to the Pandemic of Coronavirus/COVID-19

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. Any components of the following agreement may be superseded by changing instructions from state and federal officials and/or the OSPI in accordance with the law.

Philosophy Statement for COVID-19 School Closure:

Our mission in the Bellevue School District is to serve each and every student academically, socially, and emotionally, through a rigorous and relevant education that is innovative and individualized. As a learning community that values one another’s humanity, we provide courageous support for an equitable and exceptional education for ALL students.

The Bellevue School District and the Bellevue Education Association are committed to ensuring all students, educators, and families feel affirmed, valued, and worthy; to fostering strong relationships and a strong sense of belonging so students can continue to learn and thrive. Now more than ever, it is critical that we do everything possible in ensuring that all decisions we make “are grounded in compassion, communication, and commonsense; rather than the traditional compliance measures we are all familiar with in our education community.”

We strive “to affirm and inspire each and every student to learn and thrive as creators of their future world” – a world that has been drastically altered by school closures and the global response to the COVID-19 pandemic. As our world fundamentally changes, so too must our approach to public education. However, our change in approach will remain grounded in our core values of compassion, collaboration, respect, integrity, excellence, and service.

These values have been on full display throughout our district as educators, students, and families have risen to the challenge of the current public health crisis. The strength, support, hard work, and perseverance of our community in supporting students, families, and one another at this time, serves as a phenomenal example of how best to adapt to adversity and to serve as educational leaders in a crisis.

The exceptional professionalism and commitment we have witnessed enables us to see aspirational possibility in our current situation, and an opportunity to refocus our educational system on the core elements that matter most:

- Essential skills, standards, and/or concepts which are the most meaningful and enduring learning in a content or grade-level;
- Education focused on promoting joy in learning, adapting our perspectives and expectations to the context of a completely unique learning environment;
- Innovative and engaging tasks or projects, providing opportunities for students to engage meaningfully in different ways according to their strengths;
- Maintaining connections to students, achieved in a variety of ways such as email, chats, voice calls, and/or virtual meetings according to student and educator needs.

Adaptive change is a necessary part of adjusting to current circumstances, and we know that all decisions in our educational system must center on best supporting our students' academic, physical, social-emotional, and mental health needs. This necessarily requires a different approach to teaching and learning. Our response now cannot be school as "normal" and we cannot attempt to mimic the learning experience in a brick and mortar schoolhouse if we hope to support our students' success.

The following guidelines are intended to empower our educators to innovate ways to continue encouraging learning, to give up traditional notions of control, and to best take care of themselves and students moving forward.

- 1. Compensation:** No employee on a continuing, provisional, non-continuing, or leave-replacement contract shall lose pay as a result of the school closure(s) related to Coronavirus/COVID-19.
 - a. The district shall provide special paid emergency leave to cover all days not worked for each employee that is or has been directed to remain away from the workplace as a result of the pandemic as designated at-risk by the CDC and Public Health – Seattle and King County.
 - i. Employees may be considered at-risk beginning February 24, 2020 if identified by a medical professional.
 - ii. 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.
 - iii. Employees may be considered at-risk beginning March 13, 2020 as designated in the school closure order by Governor Inslee in Proclamation 20-05.
 - iv. Employees may be considered at-risk beginning March 23, 2020 as designated in the stay at home order by Governor Inslee in Proclamation 20-25.

- v. The designated at-risk category for age changed from age 60 to age 65 by the CDC effective April 6, 2020.
 - b. There shall be no reduction of compensation for any supplemental contract, stipend, and/or leadership work as a result of the school closure(s) related to Coronavirus/COVID-19, provided the employee is in paid status.
 - c. Through the increased professional development requirements for learning how to use remote learning technologies, all DDPD and EDPD hours are deemed complete for the year and will be paid to all certificated employees in full.
- 2. **Benefits:** Individuals eligible for benefits provided by the School Employees Benefit Board (SEBB) under the provisions of the BEA collective bargaining agreement or who qualified for benefits as of the Governor’s emergency declaration on February 29, 2020 will maintain their benefits as per the Washington State Legislature’s direction (SB 6189).
- 3. **Contracted and long-term substitute employees:** Any Contracted Substitute and Regular Substitute who accepted a long-term assignment position, any portion of which is affected by the school closure, shall be paid for the full duration of the position they accepted. This applies to any assignment started prior to closure on March 13, 2020 or any assignment scheduled to begin after March 13, 2020 to which the substitute had already been assigned.
- 4. **Leaves:**
 - a. Those employees in high-risk categories as defined by Public Health – Seattle & King County who chose to remove themselves from the workplace prior to the district-wide closure will have any leave deducted during the period after February 24, 2020, through March 12, 2020, replaced by the district with special paid emergency leave as designated in Section 1. a. above. In such cases, the district may seek verification of the employee’s high-risk status from a medical professional.
 - b. Any employee who has 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 BEA and final determination and rationale shall be shared with each employee and BEA.

- 5. Evaluation (Article 12):** Due to the emergency closure of schools to address the spread of Covid-19, the following changes to Article 12 will be made for 2019-2020 school year in accordance with recommendations from the Office of Superintendent of Public Instruction Bulletin No. 021-2-ES.

Continuing Contract Employees		
Category	Scenario	Action
TPEP Focused		Deemed complete – Comprehensive score carries over
TPEP Comprehensive	Collected evidence demonstrates “Proficient” or “Distinguished” rating at the date of school closure.* Unscored components or Student Growth are not considered.	Deemed complete – Move those ratings to final summative score for the 2019–20 school year. Individuals move to Focused Year 1 for 2020-2021.
TPEP Comprehensive	Collected evidence demonstrates “Basic” rating for educators with five years of experience or less at the date of school closure. Unscored components or Student Growth are not considered.	Deemed complete – Move Basic rating to final summative score for the 2019–20 school year. Basic is considered satisfactory for this level of experience, but it does not qualify for movement to Focused evaluation. Individuals remain on Comprehensive for 2020-2021.
TPEP Comprehensive	Collected evidence demonstrates “Basic” rating for educators with more than five years of experience at the date of school closure. Unscored components or Student Growth are not considered.	No final score with a letter placed in personnel file describing extenuating circumstances. Individuals remain on Comprehensive for 2020-2021
Non-TPEP Focused		Deemed complete – Comprehensive “Satisfactory” rating carries over
Non-TPEP Comprehensive	Collected evidence demonstrates “Satisfactory” rating at the date of school closure.	Deemed complete- Individuals move to Focused Year 1 for 2020-2021.
Non-TPEP Comprehensive	Collected evidence demonstrates “Unsatisfactory” rating at the date of school closure.	No final score with a letter placed in personnel file describing extenuating circumstances. Individuals remain on Comprehensive for 2020-2021
Provisional or Non-Continuing**		
Category	Scenario	Action

TPEP Comprehensive	Collected evidence demonstrates “Proficient” or “Distinguished” rating at the date of school closure. Unscored components or Student Growth are not considered.	Deemed complete – Move those ratings to final summative score for the 2019–20 school year. Individuals who are on P3 move to Focused Year 1 for 2020-2021.
TPEP Comprehensive	Collected evidence demonstrates “Basic” rating for educators with five years of experience or less at the date of school closure. Unscored components or Student Growth are not considered.	Deemed complete – Move Basic rating to final summative score for the 2019–20 school year. Basic is considered satisfactory for this level of experience, but it does not qualify for movement to Focused evaluation. Individuals remain on Comprehensive for 2020-2021.
TPEP Comprehensive	Collected evidence demonstrates “Basic” rating for educators with more than five years of experience at the date of school closure. Unscored components or Student Growth are not considered.	No final score with a letter placed in personnel file describing extenuating circumstances. Individuals remain on Comprehensive for 2020-2021
Non-TPEP Comprehensive	Collected evidence demonstrates “Satisfactory” rating at the date of school closure.	Deemed complete- Individuals who are on P3 move to Focused Year 1 for 2020-2021.
Unsatisfactory Rating or Plan of Improvement		
Handled on a case-by-case basis in consultation with Bellevue Education Association, School Principal and Executive Director of Schools		

*Beginning date of school closure: March 13, 2020

**Evaluation Action Steps outlined above apply to Non-Continuing staff members only if they are returning for the following school year and do not constitute a guarantee of employment.

Continuing status certificated staff who have not been observed as of March 13, 2020, shall have their scores from 2018-2019 carry over.

Optional observations for non-continuing certificated staff being considered for the hiring pool for the 2020-2021 year may be conducted remotely per the certificated staff member’s request.

6. School make-up days:

- a. BSD will apply for any and all waivers of school days and hours offered by the Superintendent of Public Instruction to address school closures.

- b. No adjustment in professional work days is anticipated, however if this changes the District and the Association will meet to negotiate impacts.
 - c. BSD will be requesting June 19th, 2020 as the last school day of the year for the district in alignment with OSPI directives.
- 7. Work hours:** Employee work hours may be flexible during this closure, but generally employees will check email and be available for phone calls and virtual meetings during their regular work hours on normally calendared work days during this crisis. No educator will be required to attend meetings, respond to student or family inquiries, or engage in other professional activities outside of regular school day hours unless by choice. Flexing of individual time outside of regular hours will be left up to the discretion of the educator according to individual needs and circumstances.

Personal and professional boundaries are of paramount importance for maintaining employee health at this time. As such, all educators are encouraged to develop their own reasonable schedules to accomplish work duties in accordance with this agreement. They are further encouraged to follow advice given by OSPI to “set work hours for yourself and stick to them. Build in time when you will NOT be connected, and you will not be responding. Find balance.”

- 8. Faculty meetings:** Required remote meetings will be scheduled at least 24 hours in advance except in emergencies. Any remote faculty meetings beyond one weekly scheduled worksite meeting shall adhere to the CBA provisions (Article 7 Section 4) limiting the total to a maximum 3 hours of time per building for the remainder of the closure.
- 9. Professional development:** The district will continue to provide professional learning opportunities for all employees requesting additional training on technology or resources required for providing remote learning opportunities. Employees may, at their discretion, seek out other professional development to better their understanding of the technologies and resources provided by the district. To help facilitate the adjustment to the demands of remote learning further optional professional development opportunities will be developed and offered to educators wanting further training in areas such as: remote learning assessment, technology, ensuring equity of access, as well as other relevant topics. Clock hours will continue to be offered for these opportunities as applicable.
- 10. Student Assessment/Grading:** Student assessment for all K-8 non-credit courses will be reported according to a rating of Proficient/Non-proficient in accordance with OSPI guidelines from April 6, 2020. Synergy will be adapted to reflect this change as the available grading options for all of second semester. For secondary credit-based courses, additional guidance will be agreed to and provided on semester grading in accordance with developing OSPI guidelines.

11. Grading for 3rd Quarter: Elementary level classes will have no reporting requirements for 3rd Quarter, similar to past practice. Secondary level credit-based courses will have no reporting requirements for grades. Instead educators are asked to:

- Identify students in danger of not demonstrating proficiency in the course by end of year through placing a notification code of “Proficient” or “Non-proficient” in Synergy by no later than April 24, 2020.
- Touch base with these students individually to notify them of the concern and to begin identifying supports to help these students move to “Proficient” status by the end of the school year
- Communicate these students’ status to the building administrator who has been handling student support co-ordination with appropriate support staff (including counselors, classified staff, grad success coaches, etc.)

The overall goal for this 3rd quarter plan is to ensure adequate support for students to attain course learning proficiency by the end of the school year through coordination with a focused point of contact.

12. Student Engagement Tracking (Attendance): Ensuring that we know if, how, and when students are engaging with remote learning is critical to providing adequate support for students in this new environment. Educators will monitor student engagement with learning on a weekly basis through documentation in Synergy. Proof of a student’s engagement in learning may be demonstrated in a variety of ways including but not limited to: attending Teams lessons, email correspondence, completion of assigned learning, and/or contact through OneNote. Educators are strongly encouraged to report student engagement as early in the week as possible in order to allow staff to equitably provide any needed access or other supports to those students we are not hearing from or who appear under-engaged.

13. General Elementary Remote Learning Guidelines: The following guidelines are intended to provide flexibility and adaptability for elementary educators and families to access and engage with learning in a manageable fashion until the end of the school year.

In accordance with OSPI guidelines, student learning will be guided by the following maximum time commitments per day:

- Pre–K: 30 minutes
- Grades K–1: 45 minutes
- Grades 2–3: 60 minutes
- Grades 4–5: 90 minutes

Educators will provide learning materials no later than 8 a.m. of the day for student engagement. Items may, however, be posted earlier than this according to an educator’s scheduling needs (for example items may be provided for the entire week by 8.a.m. Monday morning if an educator so chooses).

The times and content listed here should guide **when students can engage with learning opportunities** for those families seeking to provide some regular structure for themselves and for students. Items below do not necessarily need to be accessed in the given order or times for students to benefit from them.

Sample Elementary Student Outline

	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 – 11:00am	Resources for: Welcome/SEL Literacy Math Art PE	Resources for: Welcome/SEL Literacy Math Music PE	Resources for: Welcome/SEL Science and Social Studies	Resources for: Welcome/SEL Literacy Math Library PE	Resources for: Welcome/SEL Literacy Math Coding PE
Daily: (Time Flexible)	Pre-scheduled check-in with student(s), educator planning, collaboration, or professional development				
Weekly: (Time Flexible)	One Worksite Meeting for staff				

A sample breakdown of what this time may look like:

- Welcome/SEL ~ 10 mins
- Literacy ~ 15-30 mins
- Math ~ 15-30 mins
- Science/Social Studies ~ 15-30 mins
- Art/Music/Library/Coding ~ 15-30 mins
- PE ~ 15 mins

14. General Secondary Remote Learning Guidelines: The following guidelines are intended to provide flexibility and adaptability for secondary educators and families to access and engage with learning in a manageable fashion until the end of the school year.

In accordance with OSPI guidelines, student learning will be guided by the following maximum time commitments per day:

- Grades 6–8: 2.5 hours maximum per day
- Grades 9–12: 3 hours maximum per day

This translates to approximately 2-3 hours of combined learning opportunities per class each week which can possibly include, but are not limited to some mixture of:

- Readings
- Practice activities
- Written responses
- Live instruction
- Student collaboration time
- Video/chat communication
- Homework assignments

Educators will provide learning materials no later than 8 a.m. of the day for student engagement. Items may, however, be posted earlier than this according to an educator's scheduling needs (for example items may be provided for the entire week by 8.a.m. Monday morning if an educator so chooses).

The scheduled morning "Resources Available" times are intended as windows for live instruction, if live instruction is given in the week. It is also intended as a regular window for students to engage with any other educational resources provided should students want a predictable schedule. Learning opportunities during these times can possibly include, but are not limited to:

- Teams class meetings
- Question and answer sessions
- Small group work in Teams channels and OneNote Collaboration Spaces
- OneNote updates and work time
- Video messages
- Video learning resources

The scheduled Learning Lab times listed below are intended as additional contact points for possible extension and enrichment opportunities, if a second contact point is necessary in the week. Learning Lab activities can possibly include, but are not limited to:

- Chats and discussion
- Live Teams time for additional student question, responses, or follow-up
- OneNote updates or feedback
- Video updates
- Providing additional resources
- FAQ collection from students for the week's learning

Sample Secondary Student Outline:

AM Times	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 – 9:50	1 st Resources Available	3 rd Resources Available	5 th Resources Available	7 th Resources Available	1-4 Open Learning Lab
10:00 – 10:50	2 nd Resources Available	4 th Resources Available	6 th Resources Available	0 Resources Available	5-0 Open Learning Lab
11:00 – 11:30	5 th Learning Lab	7 th Learning Lab	1 st Learning Lab	3 rd Learning Lab	
11:30 – 12:00	6 th Learning Lab	0 Learning Lab	2 nd Learning Lab	4 th Learning Lab	
Daily: (Time Flexible)	Pre-scheduled check-in with student(s), educator planning, collaboration, or professional development				
Weekly: (Time Flexible)	One Worksite Meeting for staff.				

15. Use of personal devices: No employee will be 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.

16. Access to technology: If an employee does not have adequate technology or resources for providing remote learning opportunities, they will connect with their immediate supervisor to work out a suitable remedy. Employees understand that all policies and procedures related to the use of technology and approved online platforms continue to apply.

17. Educational materials generated during this period: Any educational materials generated during this time of emergency school closure to address student learning will not be used after the 2019-2020 school year for the development of distance learning programs, summer school, or any other courses and programs that would have an impact on employee FTE unless expressly agreed to between BEA and the District.

18. Calendar: Spring break will continue as a non-work period as currently scheduled in the 2019-2020 calendar (April 13-17, 2020).

19. Communication: The district will continue to provide updates regarding recommendations from appropriate Public Health agencies 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. Any communications to staff and/or the community regarding changes to learning practices during the closure shall be

drafted and provided jointly by BSD and BEA representatives. The parties shall meet to discuss and communicate about working conditions prior to schools reopening.

20. Precedence: This MOU shall be in effect for the rest of the 2019-2020 school year, terminating July 31, 2020 unless expressly extended by mutual agreement of both parties. Unless expressly identified in this MOU, all other provisions of the CBA shall remain in full effect. This MOU is non-precedence setting and is intended to address the specific and unprecedented circumstances presented by the response to the COVID-19 epidemic during the 2019-2020 school year.

21. Issues left to consider: Given the evolving and dynamic nature of the school closures, BEA and BSD agree that not all issues have been discovered or resolved. Both parties will continue to meet regularly through the closure to discuss these items (ex: summer school, substitutes).

Date: April 10, 2020

For the District:

For the Association:

Ivan J. Duran
Dr. Ivan Duran
Superintendent
Bellevue School District

Allison Snow
Allison Snow
President
Bellevue Education Association