

MEMORANDUM OF UNDERSTANDING

between the

BELLEVUE EDUCATION ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Regarding Impact of the Pandemic of Coronavirus for the 2020-2021 School Year on Special Education, Related Services, and In Person Instruction

Philosophy Statement for COVID-19 School Impacts:

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.”

OSPI guidance also reminds us, “meeting the individual needs of students with disabilities across the continuum of school reopening models will require innovative approaches, flexibility, and ongoing communication between school and home, especially for our students with more complex individual needs.”

The Bellevue Education Association and the Bellevue School District have agreed to the following parameters and rights related to special education, related services, and in person services.

1. Workday Expectations for Special Education Staff

- a. Caseload, remedies, and planning time in the collective bargaining agreement (CBA) per Articles 13, 6, and 7 respectively will be maintained.
- b. Staff will work collaboratively with their building administration to develop schedules that include clear blocks of planning time. Staff will be compensated for lost planning time.
- c. For secondary and Transition, delivery of instruction or services will be in alignment with a student's IEP. This may include instruction delivered individually, in small groups, in a co-taught class, or delivered consultatively through appointment if indicated in the IEP.
- d. For elementary and preschool program educators, delivery of service minutes will be in alignment with a student's IEP. For elementary educators, this may include working with

- students in individual, small pull-out groups, in a push-in model, or in a co-taught model.
- e. Specially designed instruction and related services can be provided during both synchronous and asynchronous instruction times.
 - f. Remote special educators may work with their building administration to flex their schedules for the benefit of students.
 - g. In alignment with section 8 of the Reopening MOU, the District and Association commit to using the interest based bargaining process to finalize the hybrid model work expectations for educators in the 2020-2021 school year prior to reconvening with students in person. For educators providing in person services during temporary remote instruction, this process must occur prior to September 18th.

2. In-Person Instruction and Services for Special Education

- a. Some in person services will be provided during the temporary remote closure.
- b. The District will provide staff with guidelines for identifying students who may be eligible for receiving in person services during temporary remote instruction by August 28, 2020. Guidelines will be based upon the recommendations from the implementation team for In-Person Services as cited below and follow guidance from OSPI and Public Health Seattle and King County.
 - i. Students whose IEP indicates they spend less than 40% of their time in a general education setting: Begin with 2 days a week.
 - ii. Secondary students in special education services who received an Incomplete/Not Progressing grade: Begin with 2 days a week.
- c. Following the guidelines from the District, building teams, the composition of which will be determined in collaboration between BEA and District representatives, will work collaboratively to determine all students who will be offered in person services during the temporary remote instruction period. To be eligible for in person services during temporary remote instruction, students must be able to safely access the school setting based on CDC and health guidelines. This means students must not require support within 6 feet of space for more than 15 minutes. Students requiring more significant levels of support or close proximity for a sustained duration of time will not have access to full day instruction for the health and safety of staff and students. Services may be scheduled in shorter windows of time.
- d. For students who will be offered in person services during the temporary remote instruction period, educators will collaborate with parents/guardians to determine scheduling, content, and format of in-person services according to the timeline below. A district or building administrative representative will participate in this collaboration.
 - i. For students in grades K-12 and Transition, initial collaboration will be completed prior to the end of the workday on September 15, 2020.
 - ii. For preschool students, initial collaboration will be completed prior to the end of the workday on September 22, 2020.
 - iii. For ESA staff working in-person with students, initial collaboration will be completed prior to the end of the workday on September 28, 2020.
- e. In-person services will be provided for identified students according to the following timeline:

- i. For students in grades K-12 and Transition, services will begin on September 21, 2020.
 - ii. For preschool students, services will begin on September 28, 2020.
 - iii. For ESA staff working in-person, services will begin on September 28, 2020.
 - iv. Prior to beginning in-person services, temporary remote instruction will occur according to the student's IEP minutes.
 - v. In-person instruction and services will be provided on Monday and Tuesday. The temporary remote schedule will be followed on Wednesday, Thursday, and Friday.
- f. Additional students to be considered for in-person instruction and services will be determined through Meet and Confer, in alignment with the MOU Regarding the Impact of the Pandemic of Coronavirus.

3. Recovery Services/Compensatory Education

- a. Eligibility for recovery services and/or compensatory education will be assessed according to a common baseline agreed upon in consultation between District and BEA representatives.
- b. Recovery services/compensatory education will be delivered according to the following:
 - i. Prior to the first day of school, special education staff will dedicate up to four (4) hours of paid time for the purpose of identifying students who are eligible for recovery services and/or compensatory education.
 - ii. Progress and/or regression will be measured for each IEP goal for each student.
 - iii. To the extent possible, the same progress monitoring tool will be used as was used for the 1st semester/2nd quarter progress reporting in January 2020.
 - iv. For students transitioning between levels (PreK-K, 5-6, 8-9, 12-Transition), the progress monitoring tool from the prior level will be shared with the new case manager by September 17, 2020.
- c. Regression measurements will also be offered to students that aged out of special education services but did not meet graduation requirements. These students will be eligible for potential recovery services.
- d. All data collected for the purpose of recovery services/compensatory education will be turned in by October 2, 2020.
- e. An IEP review meeting will be held with the family of every eligible student to address recovery services/compensatory education and any potential amendments to IEPs. Documentation of such meeting will occur through a Prior Written Notice and/or amended IEP. There is not an expectation that all IEPs will require amendments.
 - i. Review meetings will be completed no later than the end of the 1st quarter, November 9, 2020.
 - ii. Annual IEP meetings that are due in September 2020 will continue to be scheduled for this time.
 - iii. Out of date IEPs will be prioritized for an IEP team meeting and will be brought into compliance no later than October 2, 2020.
 - iv. Guidance on recovery services/compensatory education will be provided to special education staff by September 4, 2020.

4. Student Evaluations

- a. When in-person assessment is required for initial eligibility or determination of continued eligibility, staff will arrange a date/time with parents to have the student brought into a building for testing with appropriate student and staff PPE.
- b. Extended evaluations from the 2019-20 school year are required to be completed prior to October 2, 2020. We will look for every opportunity to utilize the staff within the district to support these evaluations. Caseload may be subject to Remedy as identified in Article 13, Section 2, part 7 and the Intervention Assistance Protocol (IAP) in Article 6, Section 9 through an Interest-Based facilitation process.

5. Communication

- a. The District will provide system-wide, on-going communication to families of students receiving special education services. Any communication provided to families will be provided to educators in advance if possible, or at the latest at the same time as families.
- b. Communication should occur between special educators and families of students on their caseloads at least once every two weeks until students are back full time.
- c. The Special Education Department will re-publish guidance to parents/guardians and staff regarding the appropriate channels to follow with questions or concerns.

6. Occupational Therapist, Physical Therapist, and Speech Language Pathologist Work Expectations

- a. The BSD will meet with members of the SSSLT to determine expectations with respect to the following:
 - i. Teletherapy
 - ii. Implementation of guidance from OSPI
- b. The BSD-BEA agree that any necessary contract modifications as a result of this review will be discussed jointly at Meet and Confer.

Date: August 26, 2020

For the District:

For the Association:

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Dr. Ivan Duran

~~Dr. Ivan Duran~~

Superintendent

Bellevue School District

Allison Snow

Allison Snow

President

Bellevue Education Association