

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

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.”](#)

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 long as they are in an approved work assignment and perform the required duties of that assignment. All provisions related to compensation and benefits in the Collective Bargaining Agreement (CBA) shall apply for the 2020-2021 school year.
2. **Benefits:** Individuals eligible for benefits provided by the School Employees Benefit Board (SEBB) under the provisions of the BEA CBA will maintain their benefits.
3. **Health and Safety:** Without a safe and healthy work environment, students cannot maximize learning and educators cannot fully engage in their profession. As a result, we will continue to follow health and safety guidelines as described in the COVID-19 Job Site Safety Plan in ensuring the health and safety of our staff and students. These include, but are not limited to social distancing guidelines, proper personal protective equipment (PPE) and appropriate sanitation practices. As recommendations change and are updated (from the [CDC](#), [Public Health Seattle King County](#), [OSPI](#), [L&I](#), [OSHA](#) and others), the District and the Association will continue to meet to discuss and apply those impacts.

The District's COVID-19 Fall Reopening Plan, Implementation Plans and other applicable documents will be shared with staff, summaries posted throughout work sites, and made available on the District website. Site-specific COVID-19 supervisors shall be designated at each work site to monitor the health of employees, enforce the COVID-19 Job Site Safety Plan, and field concerns raised by staff members.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD) may be provided to employees.

Current contract provisions around Employee Safety and Protection, found in Article 6, Section 8 of the CBA, are still applicable.

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.

Communication:

The Association and District commit to ongoing communication and support for health and safety measures. Through Meet and Confer, the parties will communicate issues and concerns. BSD and BEA leadership will meet at least bi-weekly through Meet and Confer. Employees are also able to avail themselves of all applicable District policies and procedures and provisions of the CBA. All pertinent information and documents shall be made available to staff through the BSD website and District communications as needed.

The Bellevue School District is committed to providing a safe and healthy workplace for our employees and our learning community. Our goal is to mitigate the potential for transmission of COVID-19 in our workplace. The following information is taken directly from the district's safety plans related to COVID-19.

Face Coverings:

In accordance with King County Public Health Directive dated May 11, 2020, all employees are required to wear face coverings over their noses and mouths while inside school district facilities.

Individuals should use fabric coverings, such as cloth face masks, scarves, bandana coverings or other material as recommended by the CDC. Cloth face coverings must be worn properly in order to avoid contaminating the hands or face of the user. Before putting on a mask and after removing a mask, an individual should clean their hands with alcohol-based hand rub or soap and water, change masks when moist, and wash after use. While in use, avoid touching the mask. Worn masks may be contaminated with infectious agents.

The following individuals do NOT need to comply with this Health Directive:

- a. Any child aged two years or less;
- b. Any individual who has a physical disability that prevents easily wearing or removing a face covering;
- c. Any individual who is deaf and uses facial and mouth movements as part of communication;
- d. Any individual who has been advised by a medical professional that wearing a face covering may pose a risk to that individual for health related reasons;
- e. Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

To facilitate and encourage the use of face coverings, the Bellevue School District will provide each employee up to five face coverings to be used. This does not prevent employees or visitors from using their own face coverings, so long as they are compliant with the County Health Directive. The school district will further make available disposable face coverings at the entrance to each building for employees to use who have forgotten their cloth face coverings at home.

Staff who are working alone at a location, and do not work at a shared workstation, are not required to wear a cloth face covering while working alone but should don a cloth face covering when entering or exiting the building.

Certain circumstances may require alternative protection to be considered beyond the identified acceptable face coverings. In these instances, specific approval must be obtained through the immediate supervisor and Human Resources.

The district shall provide appropriate PPE and training for employees who must perform tasks related to the duties of the position and the potential risk that an employee may face such as having to work within physical distancing guidelines and potential exposure through activities such as toileting, or forms of therapy that may require person to person contact.

In instances where specific recommendations and safety measures will be difficult to ensure, the employee will be made aware of any additional risk they may be exposed to in the work environment. In such instances, the employee will be involved in determining alternate or additional safety measures.

Physical Distancing:

The Bellevue School District will adhere to guidelines set forth in the Governor's Safe Start Washington Plan as it pertains to gathering sizes and non-essential travel. Physical Distancing Guidelines for Employees of the District can be found [here](#).

- The District will resume in person operations at its central locations in a phased approach aligned with the Governor's Safe Start Washington Plan and following

any modification of phases specific to King County. Prior to district facilities being open to the public, facilities will have employee-only access as various safety and prevention requirements are implemented, reviewed for efficacy and revised.

- Notices will be posted for walk-up visitors regarding access to district buildings and include the phone number that visitors can call to determine what services are available.
- Upon entering modified Phase 1, employees may be allowed to begin reporting to work in person. Building capacity shall not exceed 25% of its building capacity and employees who report to work will be required to adhere to the safety requirements in this document.
- Upon entering Phase 2, building capacity shall not exceed 50% and may be adjusted to include providing in person services.
- All employees and visitors should enter and exit district buildings primarily through their assigned door.
- Door assignments will be created by Human Resources and communicated to individual employees. All employees should sign-in and sign-out as they enter and exit the buildings to support contact tracing efforts.
- Physical distancing of six (6) feet will be implemented and maintained between employees and visitors in the workplace through the following engineering and administrative controls:
 - Protective, portable plexiglass shields will be installed on all reception desks where interaction with the public is required to protect employees and reduce the spread of the virus.
 - Employee break rooms and cafeterias will not be available for use to avoid gatherings in groups and to help with physical distancing to slow the possible spread of the virus. Employee breaks and lunches should be staggered to help prevent people from gathering. Any time two or more people meet, six (6) feet of separation should be maintained.
 - Elevators will be used by one person at a time to ensure proper physical distancing and increase safety efforts.
 - Employee workstations, personal protective equipment, phones, pens, computer equipment, offices or other personal work tools and equipment will not be shared and, if used by more than one person, cleaned and disinfected between users.
 - Furniture shall be arranged to encourage physical distancing, with at least six (6) feet between individual seats.
 - Arrows will be marked on the floor to help support movement through the building.
 - When possible, staircases will be marked as ‘up only’ or ‘down only’ to support movement through the building.

- Specific marking of six (6) feet spaced areas on the floor where employees, students and others may need to wait in line to support physical distancing shall be placed in all school buildings as appropriate.
- Where practical, district vehicles will be used by one employee at a time and ridesharing will be discouraged to ensure proper physical distancing. If more than one employee must ride in the same vehicle, windows in the vehicle will be opened to promote ventilation.
- Employees and visitors are encouraged to avoid non-essential physical contact such as handshakes and hugs.
- Employees shall be encouraged to work remotely while schools and facilities are not fully utilized and safety and health regulations do not allow for in person attendance for large numbers of students, provided the BSD Working Remotely Guidelines are followed and essential work requirements for the District are met.

Working remotely arrangements must be approved by the immediate supervisor and Human Resources. In addition, flexible work schedules, including flexible hours and workdays shall all be considered as potential modifications to support employees in maintaining safety as appropriate for the individual employee’s work assignment.

The risk of COVID-19 being introduced into the school depends on the level of COVID-19 spread in the community and the health and safety measures taken by schools. Consider the following educational modalities based on community transmission and other health and education risks and benefits. The table below from the King County Department of Health ([Decision Tree](#)) outlines potential reopening markers for in-person services.

COVID Activity Level	Education Modality*	Extracurricular
<p>HIGH >75 cases/100K/14 days Other considerations: • Increasing trend in cases or hospitalizations • Test positivity >5% • Other health and education risks and benefits to children and their families</p>	<p>Strongly recommend distance learning with the option for limited in-person learning in small groups, or cohorts, of students for the highest need students, such as students with disabilities, students living homeless, those farthest from educational justice, and younger learners.</p>	<p>Strongly recommend canceling or postponing all in person extracurricular activities, including sports, performances, clubs, events, etc.</p>

<p>MODERATE 25–75 cases/100K/14 days Other considerations: • Increasing trend in cases or hospitalizations • Test positivity >5% • Other health and education risks and benefits to children and their families</p>	<p>Recommend distance learning as described above. In addition, consider expanding in person learning to elementary students. Over time, consider adding hybrid in person learning for middle or high school students if limited COVID transmission occurs in schools</p>	<p>Strongly recommend canceling or postponing all in-person extracurricular activities.</p> <p>Consider low risk activities when all students have some level of in person learning.</p>
<p>LOW <25 cases/100K/14 days</p>	<p>Encourage full-time in person learning for all elementary students and hybrid learning for middle and high school. Over time and if physical space allows, consider fulltime in person learning for middle and high school.</p>	<p>Consider low and moderate risk in person extracurricular activities</p>

*Staff may work in school at any COVID19 activity level if the school follows DOH and LNI health and safety guidance.

- 4. Assignments and Staffing for Remote Learning:** For the 2020-2021 contract year, certificated employees assigned to work remote learning (BSD Virtual Learning) shall have caseloads and class size targets stipulated in Article 13 applied to their individual assignments.
- a. **Classroom Teachers:** Classroom teacher class size targets shall be consistent with elementary and secondary class size targets in Article 13, Section 2.
 - b. **Elementary Specialists:** Elementary specialists shall have class size targets and contacts consistent with the provisions of Article 13, Section 2. If the conditions of Article 13, Section 2 do not specifically apply to an individual staff member who is assigned remotely, the assignment and caseload/class targets shall be monitored through Meet and Confer and may be subject to remedy as defined in Article 13, Section 2, part 7.
 - c. **Adjustments to Class Size/Caseload:** In the event class size or caseload is considered to be outside of the targets in Article 13, the District and Association shall review the proposed class size targets/caseloads.

Caseload for Special Education Staff: Caseloads for special education staff shall be consistent with Article 13, Section 2, part 4. Due to the nature of providing services to students during the course of the 2020-2021 school year, it may be necessary to modify caseloads to ensure that services are provided to students that maintain safety standards and precautions. As a result, it may be necessary for some special education staff to provide in person services to students, which may impact caseload and workload of remote staff. The following steps shall take place for any modifications to caseloads:

- i. Service provision recommendations from the Implementation Team shall be reviewed by the Student Support Services Leadership Team (SSSLT) for any input, feedback and modifications.
- ii. The SSSLT shall reach consensus of the caseload/staffing model and refer to Meet and Confer for monitoring.
- iii. Services/support provided by special education staff may be a combination of remote and in-person services.

Caseloads as determined by the SSSLT shall 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.

In the event that staffing needs of schools or programs require certificated staff to have a change in assignment or reassignment, said assignment or reassignment shall be in accordance with Article 10 and Article 11.

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 confirmed/diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical confirmation/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 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. General Leave;
 - iii. Shared leave;
 - iv. Washington Paid Family Medical Leave (PFML);
 - 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. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- vii. Unpaid leave of absence for the period of the temporary disabling condition;
- viii. Long-term disability benefits (if available to the employee).

If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options as outlined in Article 17, section 13.

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 any or all of the following benefits under the terms of the applicable 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) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
- iii. General Leave;
- iv. 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.)
- v. Unpaid leave of absence for the period of the quarantine.

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 confirmed/diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical confirmation/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 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 (\$200/day) by other paid leaves identified below;
- iii. General Leave;
- iv. Shared leave;
- v. Washington Paid Family Medical Leave (PFML);

- vi. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - vii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site.
- d. Higher/Increased Risk Employees:** Employees who are or might be at higher/increased risk of severe illness or death from COVID-19 as that term is defined by the [Centers for Disease Control guidance](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable 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) by other paid leaves identified below;
 - iii. General Leave;
 - iv. Unpaid leave of absence for the 2020-2021 school year.
- e. Higher/Increased Risk Individual in the Employee's Household:** Employees who themselves are not at higher/increased risk but have someone in the household who is at higher/increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable CBA or law:
- i. Alternative assignment for work/services which may be provided remotely, if available;
 - 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. General Leave;
 - iv. Leave of absence for the 2020-2021 school year.
- f. Employees with Children Impacted by COVID-19 Circumstances:** An employee who must care for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 or whose child may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable CBA or law:
- i. Alternative assignment for work/services which may be provided from home, if available;
 - 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. General Leave;
- v. Unpaid leave of absence for the 2020-2021 school year.

The District will seek community partners to provide childcare options to employees.

- g. 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 CBA or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. Leave for illness, injury or emergency;
 - iii. Personal leave;
 - iv. Unpaid leave of absence for the 2020-2021 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).

- h. 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 CBA or law:
 - i. Alternative assignment for work/services which may be provided remotely, if available;
 - ii. Unpaid leave of absence for the 2020-2021 school year.

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

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment similar to provisions in Section 6 of this MOU. 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 be required to reassign employees previously awarded such

assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

- 6. Assignments:** The BEA and the BSD recognize that the COVID-19 pandemic has precipitated extraordinary circumstances with significant impacts on individuals' working conditions. Among these is the need for providing Fully Remote Learning opportunities for students and staff for the 2020-2021 school year. In these circumstances, both parties recognize that certain groups may be at higher risk as defined by the [Centers for Disease Control](#) as well as Seattle-King County Department of Health. In cases where reassignment from school buildings to an online school are necessary and/or requested, the following provisions will apply:
- a. Work assignments for Fully Remote Teaching will be year-long assignments for the 2020-2021 school year.
 - b. Should the health circumstances in King County change significantly by the end of first quarter November 9, 2020, with the county entering the appropriate Phase as determined by the Department of Health, the District may use its reassignment rights under Article 11, Section 2 of this agreement, to determine what is of greatest "benefit to the educational program" at that time.
 - c. Any individual who is transferred for a Fully Remote Teaching (BSD Virtual) position for 2020-2021 will have the opportunity to return to their previous site of employment for the 2021-2022 school year subject to all currently defined contractual protections and procedures.
 - d. Any individual who is transferred for a Fully Remote Teaching (BSD Virtual) position for 2020-2021 who has children attending school in the Bellevue School District, will be given preference for enrollment of their children in the Fully Remote program if they so choose.
 - e. Individuals wishing to apply for Fully Remote Teaching (BSD Virtual) positions for which they are qualified in the 2020-2021 school year will be given preference for employment according to the following conditions:
 - i. Individuals who are personally determined to be "high risk" as defined by the Centers for Disease Control. These individuals may be asked to provide medical documentation.
 - ii. Individuals who are currently living with someone who qualifies as "high risk" as defined by the Centers for Disease Control. These individuals may be asked to provide medical documentation.
 - iii. Individuals whose assignment for 2020-2021 has been highly impacted by COVID-19 responses including the changes to course offerings and staffing.
 - iv. In the event there may be more than one educator to be considered for an opening, previous Remote Learning experience may be considered.
 - v. Should Fully Remote Teaching positions remain open after individuals as defined above have all applied, preference will be given according to Seniority as defined in Article 15 of this agreement.
 - vi. Educators who qualify as "high risk" according to Center for Disease Control guidelines may be considered to be assigned to positions outside of their endorsement/certification. If an educator is placed out of

assignment, the educator will be required to follow OSPI guidelines to address out of endorsement areas.

- f. Should involuntary transfers be necessary for filling Fully Remote Teaching (BSD Virtual) positions, all provisions for Involuntary Transfer from Article 10 of this agreement shall apply.
- g. Throughout the staffing process the District and the BEA shall remain in communication through Meet and Confer.

7. Remote Learning: Circumstances including the health conditions at the beginning of the 2020-2021 school year will necessitate temporary fully remote learning environments for students. During times where students who are not enrolled in full-time remote learning are required to learn remotely, the following definitions will apply.

Workday Expectations

- A. Staff will provide services during the scheduled workday consistent with existing building schedules.
- B. Directed work will take place during the 8-hour workday, exclusive of the 30-minute duty free lunch.
- B. Within the 8-hour workday, staff will have individually directed planning time, team-directed collaborative time, and other noninstructional time (before and after school), as outlined in the charts below in order to support the instructional responsibilities of their job.
- C. All teachers will provide both synchronous and asynchronous instruction using the district approved platforms.

Sample Schedules: When students and staff are unable to be in-building together due to health conditions, the following temporary-remote schedules will apply:

SAMPLE ELEMENTARY SCHEDULE

DRAFT Elementary Student Schedule	
Monday, Tuesday, Thursday, Friday	Wednesday
<p>Whole Class Instructional Time (a.m.) 3 hours: Instruction with teacher and peers, including breaks and specialist time Age-appropriate instructional design and strategies to meet student need, including:</p> <ul style="list-style-type: none"> ➤ Live instruction with the classroom teacher (whole class/small group) ➤ Live instruction with Specialists (Art, Music, PE, Library) ➤ Student services (Special Education, ELL, Interventionists) 	<p>Individual/Small Group and Asynchronous Time</p> <p>Community Programming School-wide assemblies Social-emotional learning Family Connection/Engagement</p> <p>PLC/PD time</p>
<p>Example Content:</p> <ul style="list-style-type: none"> <li style="width: 50%;">• Social emotional learning <li style="width: 50%;">• Art <li style="width: 50%;">• Literacy <li style="width: 50%;">• Music <li style="width: 50%;">• Math <li style="width: 50%;">• PE <li style="width: 50%;">• Science <li style="width: 50%;">• Library <li style="width: 50%;">• Social Studies 	
<p>Lunch and Recess (1 hour)</p>	
<p>Individual/Small Group and Asynchronous Time (p.m.) 90 minutes: Educators work with small groups</p>	

<p>(Each student or small group meets 15-30 minutes)</p> <ul style="list-style-type: none"> ➤ Individual or small group instruction with the teacher, support staff, and/or specialist ➤ Independent work on assignments or practice ➤ Student services (Special Education, ELL, Interventionists) 	
<p>Example Content:</p> <ul style="list-style-type: none"> • Small group instruction with teacher • Individual or small group instruction with support staff • Literacy or math software activities • Science or social studies independent activities • Small group activities with specialists (Art, Music, PE, Library) • Computer science • Independent practice 	

SAMPLE SECONDARY STUDENT SCHEDULE

Time	Monday	Tuesday	Wednesday			Thursday	Friday
			Time	Week 1	Week 2		
8:00-8:50	Period 1	Period 5	8:00-8:40	Period 1	Period 5	Period 1	Period 5
9:00-9:50	Period 2	Period 6	8:45-9:25	Period 2	Period 6	Period 2	Period 6
10:00-10:50	Period 3	Period 7	9:30-10:10	Period 3	Period 7	Period 3	Period 7
11:00-11:50	Period 4	Period 8*	10:15-10:55	Period 4	Community	Period 4	Period 8*
12:00-12:30	Lunch	Lunch	11:00-12:00	Asynchronous	Asynchronous	Lunch	Lunch
12:30-1:10	Period 1	Period 5				Period 1	Period 5
1:15-1:55	Period 2	Period 6				Period 2	Period 6
2:00-2:40	Period 3	Period 7				Period 3	Period 7
2:45-3:25	Period 4	Period 8*				Period 4	Period 8*

SAMPLE SECONDARY EDUCATOR SCHEDULE

Time	Monday	Tuesday	Wednesday			Thursday	Friday
			Time	Week 1	Week 2		
8:00-8:50	Period 1	Period 5	8:00-8:40	Period 1	Period 5	Period 1	Period 5
9:00-9:50	Period 2	Period 6	8:45-9:25	Period 2	Period 6	Period 2	Period 6
10:00-10:50	Period 3	Period 7	9:30-10:10	Period 3	Period 7	Period 3	Period 7
11:00-11:50	Period 4	Period 8*	10:15-10:55	Period 4	Community	Period 4	Period 8*
12:00-12:30	Lunch	Lunch	11:00-12:00	PLC/PD		Lunch	Lunch
12:30-1:10	Period 1	Period 5				Period 1	Period 5
1:15-1:55	Period 2	Period 6				Period 2	Period 6
2:00-2:40	Period 3	Period 7				Period 3	Period 7
2:45-3:25	Period 4	Period 8*				Period 4	Period 8*

Green sections in the schedule above represent Synchronous Instruction, the salmon sections represent Asynchronous instruction.

* See definitions below for clarity on Period 8

Synchronous Instruction: Synchronous instruction is defined as a remote instructional setting in which staff and students have a structured time set for learning together; this includes live instruction from an educator to a whole group of students as well as potentially dividing the class into small groups. Attendance will be taken daily for each class period during the Synchronous Instruction. "Live instruction" may take many forms at this time, supervised by the instructor, as described below.

Synchronous Instruction DOES look like:

- Short periods of instruction from an educator to the whole or parts of the class
- Students interacting with one another as a whole class or in small groups
- Students working on assignments, receiving support from an educator or paraeducator (EX: I do, we do, you do)
- Small group or 1:1 instruction

Synchronous Instruction does NOT look like:

- Five (5) hours of continuous time on a computer
- Lecture for long periods of time
- Zero LIVE instruction from an educator

Asynchronous Instruction: Asynchronous instruction is defined as a remote instructional setting in which the whole class is not learning together; this time may include small group or individual instruction with classroom teacher/ESAs/Special Services. Students will access learning opportunities that may be offline or online. Small groups will be scheduled, and predictable, and offline or independent tasks can be completed at times convenient for the family. Attendance will not be taken by the educator during asynchronous instruction.

For secondary asynchronous time, the highest priority is to have short, targeted contacts with students to clarify questions, examples, and/or instructions for the independent work students are expected to complete during this time.

Asynchronous Instruction DOES look like:

- Small group or 1:1 instruction
- Time where students are working independently, but students have access to ask questions and get support
- Recorded lessons or information for students to engage with independently
- Other opportunities for students, families, and educators to interact around academic and/or social emotional learning and student success

Asynchronous Instruction does NOT look like:

- A second whole class lesson or lecture
- Planning time

Wednesday Instruction and Community Building: Wednesday morning asynchronous time is intended for predominantly independent work for students similar to afternoon asynchronous time. This is to allow for additional responsibilities, contacts, collaboration,

and professional development necessary for fully engaging with remote learning for educators. In addition, bi-weekly time is built into the schedule for Community Time. This is intended as time to host community events such as school assemblies, community workshops, school forums, and other larger digital events for students, families, and educators.

Period 8: Period 8 is intended as additional time for students, educators, and families to have access to training and learning opportunities necessitated by the current circumstances. It is not intended as an additional prep for classroom teachers, nor will they be required to prepare or deliver materials for this time. Students, educators, and families will have this time available to engage with items including, but not limited to: equity work, technology training on use of district platforms, Social-Emotional Learning (SEL), mental health strategies, screeners and assessments, community building opportunities, programming from student leaders, etc.

8. Grading and Assessment Practices: During the 2020-2021 school year, the following guidelines for best practices in grading will apply:

1. Classroom assessment will be aligned to standards.
2. Students will be provided with multiple opportunities to demonstrate learning.
3. Students will be able to re-take and/or re-do summative assessments.
4. Late work used to assess student learning will be fully recognized to demonstrate proficiency.

An Implementation Advisory Team will be formed to support the implementation of a shift to standards-based grading as proposed by the Grading Implementation Team. The role of the Advisory Team includes but is not limited to:

- Planning professional development
- Identifying resources that exist and are needed. For example, teachers and schools already using equitable practices
- Advising on Instructional Mentor and ITCL support
- Expanding educator voice and including student and family voice
- Reviewing the impact of long-term (longer than 6 weeks) remote learning on implementation

Composition and membership of this advisory team will be agreed upon through Meet and Confer.

9. Hybrid Assignments: Due to the complex nature of a potential hybrid model, 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.

10. Provisions for Working on Campus During Remote Learning: These provisions are for educators who would like to work on campus while the District is in the remote phase of learning for the 2020-2021 school year. The following will apply:

- A. Staff will follow District, Department of Health, and Labor and Industries guidelines when coming onto campus to work during the remote learning phases, including but not limited to, protocols related to physical distancing, mask wearing, one entry point, establishing a system to track staff who work on campus, and required attestation of health before coming onto campus.
- B. The District will provide cleaning solution to ensure all appropriate cleaning protocols can be met when staff opt to work on campus.
- C. Use of instructional space will be determined first based on student need, with consideration for staff preference. Staff may not be guaranteed access to their own classroom during remote teaching but will have access to a building. Educators will still have access to their materials in their classroom when unoccupied by other staff or students.
- D. Staff can elect to meet in groups subject to Department of Health, King County Health, and Labor and Industries guidelines. A staff member may make an individual choice to attend an in-person group meeting remotely. Staff on campus will limit their presence to as few spaces as possible.
- E. No educator covered under the BEA CBA shall be required to work on campus/in person with students without following health guidance on the Decision Tree from the Department of Health and OSPI guidance. Employees shall be made fully aware of known potential risks associated with an in-person assignment in consultation with their administrator and/or Human Resources. Should additional concerns remain, the District and Association shall meet to address the concerns.

11. Evaluation (Article 12): Due to the ongoing COVID-19 pandemic, the following modifications will be made to the evaluation system outlined in Article 12 for the 2020-2021 school year. These changes align with recommendations put forth by Office of Superintendent of Public Instruction Bulletin No. 063-20 Educator Growth And Development dated August 7, 2020

Item	Category	Action
1	TPEP Focused	Proceed with regular Focused evaluation process.
2	TPEP Comprehensive for Educators in years two and beyond	<p>The educator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in most recent Comprehensive evaluation.</p> <p>Determination of the two criteria will be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the educator’s evaluator.</p>

		<p>The educator will complete one Student Growth Component, either</p> <ul style="list-style-type: none"> • 3.1 and 3.2 or • 6.1 and 6.2 <p>Should concerns arise, an educator can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15, 2020.</p>
3	TPEP Comprehensive for Teachers in their first year	<p>The educator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining criteria will be scored “Basic” as default score. <i>Districts are encouraged to note the use of “default scores due to the circumstances of the COVID-19 pandemic” where applicable.</i></p> <p>Determination of the two criteria will be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the educator’s evaluator.</p> <p>The educator will complete one Student Growth Component, either</p> <ul style="list-style-type: none"> • 3.1 and 3.2 or • 6.1 and 6.2 <p>If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score.</p> <p>Should concerns arise, an educator can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.</p>
4	Non-TPEP Focused	Proceed with regular Focused evaluation process.
5	Non-TPEP Comprehensive	The educator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year.

		<p>Determination of the two criteria will be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the educator’s evaluator.</p> <p>Should concerns arise, an educator can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15</p>
6	<p>Educators with two or more years of successful performance in another Washington state district or another state who are in their first year in Bellevue (and therefore, on a Comprehensive evaluation) “Provisional 3.”</p>	<p>Use process identified in #2 above</p>
7	<p>Educator on probation or plan of improvement</p>	<p>Handled on a case-by-case basis in consultation with Bellevue Education Association, School Principal and Executive Director of Schools</p>

All communication including feedback will be provided to the educator electronically.

The EVAL electronic system for capturing feedback may not be used. Feedback forms developed in the spring of 2020 will be adapted as an alternative for evaluators who prefer to use this method.

Reminder, recording is not permitted of online or in person instruction.

12. Work hours: Employee work hours may be flexible during this school year, but generally employees will be available during their regular work hours on normally calendared workdays. 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.

13. 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. EDPD hours for the 2020-2021 school year will be available for educators to access during the period of August 24 – 27, 2020.

- 14. 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.
- 15. 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.
- 16. Educational materials generated during this period:** Any educational materials generated during this time to address student learning will not be used after the 2020-2021 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.
- 17. 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.
- 18. Precedence:** This MOU shall be in effect for the 2020-2021 school year, terminating July 31, 2021 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 2020-2021 school year.
- 19. Issues left to consider:** Given the evolving and dynamic nature of the COVID-19 pandemic, BEA and BSD agree that not all issues have been discovered or resolved. Both parties will

continue to meet regularly through the 2020-2021 school year to discuss these items (ex: hybrid schedules, remote schedules, etc.).

20. Monitoring and Oversight: The parties agree to monitor the provisions of this MOU and related components of the CBA to ensure the health and safety of staff, the consistency and efficacy of the work and educational environment, and the adherence and interpretation of these provisions. Oversight shall be through the regularly scheduled Meet and Confer meetings throughout the 2020-2021 school year.

Date: August 25, 2020

For the District:

For the Association:

Dr. Ivan Duran
Superintendent
Bellevue School District

Allison Snow
President
Bellevue Education Association