

MEMORANDUM OF UNDERSTANDING

between the

BELLEVUE EDUCATION ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Regarding Impact of the Pandemic of Coronavirus

for the Remainder of the 2020-2021 School Year

**Philosophy Statement:**

The BEA and the BSD recognize that it is of paramount importance for staff to have confidence, faith, and a sense of investment in their workplace safety and health. Establishing structures, protocols, and an active review of these measures involving the input of those most closely affected by conditions at our schools is the first priority of the provisions of this agreement. In order to continue to build and assure the confidence of our educators in their workplace safety and center the voice of those educators and experts who best know the circumstances within our schools, we acknowledge it is important to have thorough and concrete plans in place.

**1. Continuing Expansion of In-Person Services**

In order to address the present concerns over safety and health circumstances caused by the COVID-19 pandemic, the BEA and the BSD mutually agree to the following principles and structures for any expansions and modifications to delivery for in-person programs at schools serving individual grade band cohorts of students. These provisions stand in addition to all previously agreed to provisions for in-person service expansions outlined in the MOUs entitled “Regarding Conditions Necessary for Broader Re-Opening of In-Person Instruction and Services”, “Regarding Impact of the Pandemic of Coronavirus for the 2020-2021 School Year”, and “Regarding Impact of the Pandemic of Coronavirus for the 2020 –2021 School Year on Special Education, Related Services, and In Persons Instruction”.

**2. K-2 In-Person Grade Band Expansions**

In recognition of the needs and circumstances of moving to broader in-person instruction by grade band for Kindergarten, First, and Second grade students, the following provisions shall apply:

1. Second grade students shall be able to return to school sites on Tuesday January 26, 2021.
2. Second grade educators have the option of returning to school sites for in-person instruction on January 26, 2021 or taking one day of release on January 26, 2021 for the purpose of additional preparation for in-person instruction. Second grade

- educators choosing to opt out of the additional prep day will be compensated at the substitute rate of pay.
3. First grade students shall be able to return to school sites for in-person instruction on Monday February 8 and Tuesday, February 9, 2021, with remote for the rest of that week.
  4. First grade educators will return to school sites for in-person instruction on February 8 and 9, 2021. First grade educators have the option of participating in two additional days of preparation for in-person instruction on February 4 and 5, 2021, during which time their first-grade classes will be provided independent asynchronous learning. First grade educators choosing to opt out of the additional prep days will be compensated at the substitute rate of pay.
  5. Kindergarten students shall be able to return to school sites on Thursday and Friday, February 11 and 12, 2021.
  6. Kindergarten educators will return to school sites for in-person instruction on February 11 and 12, 2021.
  7. Kindergarten educators have the option of participating in two (2) additional days of preparation for in-person instruction on February 8-9, 2021, during which time their kindergarten classes will be provided independent asynchronous learning. Kindergarten educators choosing to opt out of the additional prep days will be compensated at the substitute rate of pay.
  8. As part of the transition to in-person learning, Wednesdays and Fridays will remain in the current remote instruction model for the weeks of March 1 and March 8, 2021.
  9. Beginning the week of March 15, 2021, Kindergarten, First and Second grade students will attend in-person four days per week (Monday, Tuesday, Thursday, Friday) with Wednesdays continuing to be provided remotely.

### **3. In-Person Grade-band Service Expansion Guidelines**

Each time a new grade-level cohort is scheduled for return to broader in-person services at a school site, the following provisions shall apply:

1. Building sites shall allow for up to a two-week review period of relevant health and safety data between each grade-level cohort's return to the building at the discretion of the Building Safety and Health Conditions Review Team.
2. During this review period, newly added grade bands will operate on an initial schedule of three (3) days per week Monday, Tuesday, and Thursday while maintaining the current remote instruction model for Wednesdays and Fridays.
3. Decisions to move forward with announced expansions of in-person services by grade band cohort will be subject to the review and discretion of the elected Building Safety and Health Conditions Review Team (described in Section 4 of this agreement) as follows:
4. In the week immediately preceding an announced/expected date for expansions of in-person services for any additional grade band cohort, the Building Safety and Health Conditions Review Team shall convene by no later than 3:00pm on Wednesday of that week in order to do the following:
  - a. Review relevant data including but not limited to, a safety procedure report for the building, all relevant student and staff infection data for the school, and

relevant King County DOH COVID-19 dashboard data specific to the attendance area for that school site.

- b. Discuss and evaluate the current safety and health information relevant to expansion of services.
- c. Vote upon a decision to move forward with the expansion of grade-band services based on confidence in relevant health and/or safety circumstances or to hold expansion for an additional week in order to address health and/or safety concerns raised in the meeting that cannot be resolved within 24 hours.
  - i. A two-thirds (2/3) majority vote of all Building Safety and Health Conditions Review Team members approving the expansion of grade-band services must be met in order for expansion to move forward.
  - ii. The Building Safety and Health Conditions Review Team will notify the building principal by no later than Wednesday at 5pm of their decision, in order to allow adequate time for notification of affected families and staff.
- d. Decision-making for moving forward with announced expansions of in-person services for any additional grade band cohort remains within the sole purview of the Building Safety and Health Conditions Review Team at each building site.
- e. Following an approval vote for expanding services, all educators coming in to provide newly expanded services will be allowed to provide remote instruction on Thursday and Friday of the week before expansion in order to familiarize themselves with safety procedures, receive desired training, plan for instruction, and/or otherwise prepare for return to the school building as necessary.

#### **4. Building Safety and Health Conditions Review Team:**

A team will be formed at each site providing grade-band in-person instruction in order to meet and review individual school safety and health data and make appropriate recommendations. This group shall meet each Wednesday and will review all relevant data including but not limited to: safety protocol reports, school infection and contact tracing data, and King County DOH COVID-19 dashboard data for their attendance area.

On the Wednesday prior to each announced phase of expansion for in-person services, this group will meet and decide based on the data for their school whether or not to move forward with expansion or to delay according to processes identified in Section 3 above. The district will communicate the decision of the group to all families for that school no later than 5pm the next day.

The composition of this group must include at minimum:

- The school nurse
- One ESA providing services at the school, selected by the ESAs working in-person
- One Special Education teacher, selected by the Special Education educators working in-person

- A Counselor, selected by the counselors working in-person
- A building administrator working in-person
- At least one representative from each grade level currently providing in-person services, selected by the certificated staff for that grade level working in-person

If no educator is fulfilling in-person service in a building for one of the roles above at the time of expansion, the role need not be filled until a person in that role begins in-person work.

## **5. Educators with Higher Risk Considerations Not Assigned a Fully Virtual Position**

The Association and District acknowledge that certificated educators identified as higher-risk according to the Centers [for Disease Control \(CDC\)](#) or living with individuals identified as higher-risk were prioritized for all available virtual assignments at the start of the 2020-2021 school year as agreed upon in the [MOU Regarding Impact of the Pandemic of Coronavirus for the 2020-2021 School Year](#). It is further recognized that because of multiple factors, including regular job assignments and enrollment, not every employee who requested a fully virtual assignment was able to be assigned to one. For the remainder of the 2020-2021 school year, work accommodations for qualifying employees will be offered to the fullest extent possible in consultation between the employee, the employee's supervisor, and human resources through an interactive process.

Priority for consideration in accommodations will be given to employees in the following order:

1. Certificated educators in a higher-risk category that did not receive a fully virtual assignment or that have entered a higher-risk category since the beginning of the 2020-2021 school year.
2. Certificated educators who did not receive a fully virtual assignment and live with or care for immediate family members who are at higher-risk.
3. Certificated educators who did not receive a fully virtual assignment and live in a multi-generational household.

For all educators identified above, the following accommodations will be available for the remainder of the school year and/or until the educator is able to attain a first dose of vaccination for COVID-19 if they choose to be vaccinated.

Accommodations may include but are not limited to:

1. Specific assignment to perform duties in a mutually agreed upon remote setting

Examples: Educators instruct and/or conduct work duties remotely while students are supervised in-person at the school site, etc.

2. In-person workplace modifications

Examples: Additional HEPA filters provided for the educator's workspace, higher grade air filters for workspace, plastic shields/barriers provided for workplace separations, etc.

3. Specific mitigation measures responding to an employee's individual situation

Examples: Higher grade PPE provided for the employee such as face-shields or N-95 mask, specific limits to potential exposures in the workplace such as limiting interactions with other adults and/or children, preferential workspace location, etc.

## **6. Workplace Modifications for Non-Classroom Based Certificated Staff**

Certificated educators in non-classroom positions serve students and staff in multiple grade levels throughout the district. These positions include but are not limited to, special education teachers (providing co-taught instruction or providing instruction within multiple general education classrooms), SLPs, OTs, PTs, MLL facilitators, LAP facilitators, ITCLs, counselors, psychologists, instructional mentors, research technology specialists, behavior specialists, and PBIS specialists.

For the purposes of the following provisions regarding close contacts for these staff members, a close contact will be defined as contact where any person was within 6 feet of the certificated staff member for greater than 15 minutes in a 24-hour period. This definition is based upon that of the [Centers for Disease Control](#).

To minimize exposure risk and maximize opportunity to provide consistent support to staff and students, educators in non-classroom-based roles will work collaboratively with their supervisor and/or administrator to determine a schedule and safe work plan. If the job roles and expectations of the certificated educator include providing instruction or services to students across multiple cohorts (or close contact with over 32 students during a five (5) day work period), the educator shall work with their supervisor and/or administrator to develop a schedule that may include providing some or all work responsibilities remotely and following [Working Remotely Guidelines](#).

For OTs, PTs and SLPs, if the job roles and expectations of the certificated educator include providing instruction or services to students brings them into close contact with a total number of students that exceeds the individual educator's assigned case load number during a five (5) day work period, the educator shall work with their supervisor and/or administrator to develop a schedule that may include providing some or all work responsibilities remotely and following [Working Remotely Guidelines](#).

If no schedule can be mutually agreed upon between the educator and supervisor, the employee may request a review with a member of the HR staff and a BEA representative for evaluation. Review should occur as quickly as possible but no later than five (5) business days from the date the request is received by Human Resources.

Certificated educators in non-classroom positions who have already received notification of in-person services from Human Resources still maintain the opportunity to meet with their supervisor and/or administrator to collaboratively determine their schedule and safe work plan prior to return.

If the employee believes the working conditions are unsafe as outlined in Article 6 Section 8 of the CBA, an appeal may be made to HR. Appeals will be reviewed by the Assistant Superintendent of Human Resources or designee and the Association President or designee to monitor oversight of the process.

## **7. Mental Health and Necessary In-Person Support for Students**

School counselors and psychologists hold positions in which implementation of in-person mental health student support may be deemed essential. This may include administering in-person student evaluations or crisis intervention. Counselors and psychologists also may be able to provide student services remotely. Counselors and psychologists should work with their building administrators to collaboratively develop a plan for delivery of student services should there be a concern regarding the potential exposure and student contacts, the employee may pursue workplace modifications as described above.

## **8. 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. Nurses are prioritized at the highest degree for all PPE in alignment with Labor and Industry Guidelines. Additionally, to reduce exposure and limit cohorting, school nurses will not be required to serve in more than two (2) building sites.

In emergency situations where a school nurse is not available to serve in a building, staff such as the COVID supervisor (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 [LNI guidelines](#).

## **9. Recognition of Additional Responsibilities for Staff During Transitions**

In order to support staff members who already provide in-person instruction, but continue to have more students from their caseload transition from a virtual setting to an in-person setting (ex. special education teachers, special education pre-school teachers, ESA's, MLL

and LAP facilitators, and educators providing targeted in-person instruction), the following provisions will apply. The time described in these provisions is intended for the staff member to be able to revise schedules, meet with families if needed, collaborate with other educators to support the transition, adapt the classroom space to accommodate more students, or other planning necessary to support student transition.

1. Staff will have access to up to two days of independent asynchronous student time or the equivalent of two (2) days of IDEA pay.
2. A standard communication will be developed and sent out to families by building or department administrators whenever the provision of the asynchronous days are implemented. The intention with this standard communication is to provide consistency across the district and clarity to families without adding an additional workload to educators.
3. Should the staff member feel additional support is needed including additional asynchronous days, the staff member and the supervisor can meet to discuss additional options.

## **10. Guidance on Cohorting**

The [CDC defines Cohorting](#) as one of many mitigation strategies that schools can use to limit mixing between students and staff and to limit the spread of COVID-19. A cohort or pod is a **distinct group that stays together throughout the entire school day** during in-person learning, or over the course of any pre-determined period of time, so that there is minimal or no interaction between groups. This practice can help prevent the spread of COVID-19 by limiting cross-over of students and teachers to the extent possible and can:

- Decrease opportunities for exposure or transmission of COVID-19
- Reduce the number of people touching shared surfaces
- Facilitate more efficient contact tracing if a person has COVID-19
- Allow for targeted testing, quarantine, and/or isolation of a single cohort instead of school-wide measures in the event of a positive case or cluster of cases

## **11. Guidance on Meetings**

Due to the nature of meetings where prolonged conversation among adults is typical, no in-person meetings will be required for the remainder of the 2020-2021 school year. Staff will continue to attend meetings virtually.

## **12. Contact Tracing Protocols**

In accordance with CDC recommendations, if a person tests positive for COVID-19 in the school building, trained staff will lead contact tracing. All close contacts of someone who tests positive with COVID-19 will be informed and sent home to quarantine for 14 days.

### **13. Definition of a School Outbreak of COVID-19**

The CDC defines a School Outbreak as circumstances where there are two or more laboratory-positive (PCR or antigen) COVID-19 cases among students or staff within a 14-day period. The people who tested positive do not share a household and were not close contacts of each other outside of school. If the CDC modifies this definition this section will be updated to reflect any changes.

### **14. Elementary and Secondary Quarantining Responses:**

If two people in an assigned class group test positive for COVID-19 within a two-week period, this class group would quarantine at home and return to remote instruction for a two-week period.

In order to mitigate risk following a week-long school break, the week after Mid-Winter break in February and Spring break in April will revert to virtual instruction to allow for quarantining. If two people in an assigned class group test positive for COVID-19 within the week following this quarantining period, this class group would quarantine at home and return to remote instruction for an additional two-week period.

### **15. County Health Condition Based Halt on In-person Program Expansion:**

The Association and the District agree to the following conditions governing halts to provision of in-person services by grade-band as follows:

If the COVID-19 Reproduction Rate for King County, according to the King County DOH COVID-19 dashboard, reaches an average rate of 1.3 or greater for any 14 day period and infection rates for the county reach an average of 380/100,000 cases for any 14 day period, all currently planned and future expansions of grade-band services shall be put on hold until these conditions are below the identified thresholds for one week.

### **16. District Health Condition Based Return to Remote Instruction**

If three (3) classroom based outbreaks, as defined above in Section 13, occur in each of a total of four (4) elementary schools (or 20% of total buildings offering grade-band services) across the District within a two-week period, the District shall revert to remote instruction for all broad in-person grade band programs in all school buildings district-wide until all certificated educators responsible for delivery of in-person services who are eligible and choose to be vaccinated have done so.

### **17. Modifications of Substitute Coverage Related to Transition to Broader In-Person Services**

Each school shall have a substitute coverage plan that is based upon the specific provisions as delineated in Article 17, Leaves. Types of leaves specifically addressed in this section focus on those which require a certificated substitute. Positions that work directly with



students and have a regular classroom or caseload shall be considered the top priority for substitute coverage.

Each school shall have a written plan for substitute coverage that identifies the following prior to any broader return to in-person services:

- Names of subs regularly assigned for filling in-person absences (hybrid). For each elementary school this includes two (2) substitutes that have been identified
- A list of classroom certificated staff who volunteer to be available for class coverage in the event that an emergency arises, and no substitute is available
- A list of non-classroom certificated staff, such as ITCLs, Librarians, Counselors, etc. who volunteer to be available for class coverage in the event that an emergency arises, and no substitute is available
- A list of other staff such as administrators and classified staff that may be utilized for class coverage in the event that an emergency arises, and no substitute is available

#### Compensation for Class Coverage

The provisions for compensating a certificated staff member for class coverage shall continue to follow the provisions of Article 22, Compensation, Section 9, Pay for Class Coverage as delineated on p. 126 in the Collective Bargaining Agreement.

In addition:

- No individual educator will be required to provide coverage for more than 3 days inside a two-week period
- Every effort will be made to prioritize continuing uninterrupted service to those students who are in greatest need of support, as determined by the Building Leadership Team, when assigning staff for class coverage

### **18. Parameters for Certificated Staff and Class Coverage in Emergency Situations**

As is current practice, classroom and non-classroom certificated staff may be assigned for class coverage. For the duration of this MOU, the following conditions modify regular practice for class coverage by hybrid staff assigned to in-person services in the following order:

1. Classroom and non-classroom certificated staff in non-100% virtual assignments shall be identified as available to provide coverage in cases of an identified need as defined below
2. An identified need under this provision is defined as an emergency, meaning the coverage is required during a specific school day where there is an unanticipated shortage. For the purpose of this MOU, an emergency is not considered to include an anticipated coverage shortage that extends beyond a single school day
3. Once an identified need for class coverage occurs, volunteers from the available staff shall be solicited first

4. If a volunteer certificated staff member is not identified, other staff volunteers shall be sought (administrative, classified staff)
5. If a volunteer cannot be identified in either steps 3 or 4 above, the administrator may assign a certificated staff member for coverage in accordance with all other applicable provisions of this MOU and the Collective Bargaining Agreement
6. In cases where an emergency situation is anticipated to extend past one day, the BSD Executive Team will provide direction for how the school site should proceed in accordance with Board Policy 3432 on Emergencies

#### Limits for Certificated Staff Class Coverage

With a focus on minimizing risk and exposure to staff, the following are to be adhered to:

- Certificated staff shall not be required to provide class coverage more than three (3) days within a ten (10) workday period
- Certificated staff shall not be required to be assigned to provide coverage for more than two (2) classes (defined as two (2) groups of both A and B cohorts), or for coverage exposing them to over 32 students, whichever number is lower, during a five (5) workday period
- Every effort will be made to prioritize continuing uninterrupted service to those students who are in greatest need of support

#### **19. Possible Assignment Modifications for Certificated Staff if Required to Quarantine**

In some instances, classroom teachers who are required to quarantine may be able to temporarily perform duties in a remote assignment. The following conditions must be met prior to shifting from a hybrid assignment performed in-person to a hybrid assignment performed remotely:

- The building administrator approves the temporary change in assignment to remote
- The teacher is willing and capable of working (showing no symptoms and able to fully function)
- The teacher is able to provide instruction from their place of quarantine to students attending in-person in the school setting
- An approved substitute or other BSD staff member is present to provide required supervision for students in-person in the school setting
- A quarantine period should not exceed ten (10) school days

#### **20. Recognition of Certificated Staff Performing In-Person Services Prior to January 1, 2021**

The Association and District recognize that many educators began in-person student services as early as September in order to provide a Free and Appropriate Public Education to students. These educators implemented and carried the responsibility for the Wave 1.0, Wave 1.5, and approved school plans that required certified staff to report in person prior to January 1, 2021. During the rollout of this phase, special educators, nurses, occupational

therapists, physical therapists, speech language pathologists, psychologists, and others implemented plans as they were simultaneously developed. Additionally, levels of PPE and distance restrictions were in constant flux with the DOH and LNI guidelines. Further development of MOU guardrails and preparedness timelines were put in place as the Association and District learned from these educators and their experiences. For this reason, a recognition stipend will be granted to staff who began in-person services prior to January 1, 2021. The Association and District acknowledge that this token of recognition does not account for the individual hours worked but is a gesture of appreciation for the staff who helped to design plans. Educators providing these services shall be compensated as follows:

- \$2000 for educators who began providing services in September or have provided services for more than 20 days
- \$1500 for educators who began providing services in October or have provided services for more than 10 days
- \$1000 for educators who began providing services in November or have provided services for more than 5 days
- \$500 for educators who began providing services in December or have provided services for fewer than 5 days

## **21. Vaccine Work Group**

The Association and the District acknowledge that the distribution and schedule of the COVID vaccines is determined by the [Department of Health](#). A joint work group of equal representatives from BEA/District will be formed to report out and communicate progress on the following:

- updates on progress with lobbying efforts to advance educators on the Department of Health (DOH) schedule
- securing a BSD based vaccine distribution site
- exploring the District as a possible COVID testing site and/or partner with local test sites
- Other relevant initiatives under way

This workgroup shall also pursue opportunities for the district to implement an appointment management and notification system to help expedite vaccine access for employees.

Examples of support from this system may include:

- Notification of vaccine locations and availability
- Appointment scheduling for employees
- Scheduling of substitutes
- Other support

This work group shall be formed and have their first meeting no later than February 8, 2021.

## **22. Vaccine Appointments**

Certificated staff may secure COVID-19 vaccine appointments during their regular workday. Any leave taken for a vaccine appointment shall be paid leave and not deducted from the employee's general leave. If an appointment becomes available upon short notice, the district shall immediately release the employee from their duties to allow them access to such an appointment.

If an employee secures a vaccine appointment in a location outside of the greater King County area, the district-paid release described above shall still be provided up to a half day.

## **23. Vaccination Locations**

The district is actively pursuing hosting a vaccination site at a school location. Should the district secure a vaccination site, district staff shall receive top priority for vaccines in alignment with the most current vaccination phases.

Currently available vaccine locations are listed on the DOH's website [here](#). Currently available vaccine locations within Bellevue as of the signing of this agreement are; Overlake Hospital, the Safeway Pharmacy 1600 located on Bellevue Way, Sea Mar and the Kaiser Permanente clinic for current subscribers.

## **24. Vaccine Priority Consideration for Certificated Staff:**

The district will work with Certificated Staff employees that qualify at the time of this agreement under the DOH vaccine [schedule](#) to prioritize their access to vaccination. The district continues to prioritize those providing in-person services first, then those that will be scheduled to provide future in-person services and employees at high risk and working in a remote assignment.

Specific prioritization for vaccination and assistance is as follows:

1. All Certificated Staff providing in-person services in accordance with the Special Ed MOU not previously eligible for vaccines.
2. All Certificated Staff providing in-person services not previously eligible for vaccines.
3. All Certificated Staff identified to begin in-person services.
4. All Certificated Staff working for schools serving areas with high infection rates and Title 1 schools.
5. All other Certificated Staff not identified in groups 1-4 above.

Should circumstances impact the order of prioritization identified, the district and association will meet to review the impact on certificated employees.

## **25. Communication with Employees Related to Vaccines**

Regular updates shall be provided to all employees related to vaccines and the status of items related to vaccines in the MOU. The frequency of this communication shall be every other week. Human Resources shall be responsible for this communication.

## **26. Safety Reporting Procedures**

The Association and District recognize that safety protocols and risk mitigation procedures have been established to reduce the risk of the spread of COVID 19 in buildings and on school grounds. The Association and District are committed to ensuring that protocols and safety measures will continue to be followed.

Any violations to existing and future COVID 19 safety protocols and risk mitigation procedures will be reported as soon as possible according to the following structure:

1. Notify the building COVID supervisor **and** Verification Lead of the safety violation
  - i. The COVID supervisor has up to 24 hours to address the issue and report resolution to the reporter **and** Verification Lead
  - ii. If no resolution is found within 24 hours, the Verification Lead will report violation to the Association's Executive Board and Human Resources
  - iii. If no violation is found, said result will be reported back to the employee and the Verification Lead
  - iv. Anonymous reports can be made via Staff Portal/building safety request as described below
2. Notify District administration via the Staff Portal-Building Safety Report, to report the violation
  - i. District administration has up to 24 hours to ensure the issue is addressed
  - ii. A copy of all such reports will be given to the Association President at the end of each workday
3. Staff may report extended and/or repeated violations to the Association for address through the Article 27 Grievance Procedure and potential reporting to L&I.
4. A weekly report summarizing the safety findings for each individual building will be reviewed by the site's Building Safety and Health Conditions Review Team.
5. Monthly 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.

## **27. Modifications of Timelines for Recommendation for Contract Conversion**

The district and association agree to modify the timeline for recommendation for contract conversion for certificated employees as delineated in Article 8, Vacancies, Recruitment and

Selection, Section 4, Procedures to be Followed in Hiring New Employees to Fill Vacancies. This deadline is extended to February 12, 2021. Any observations conducted on January 21-22 shall be considered for contract conversion at the discretion of the educator.

## **28. Preparation for Negotiation of Continuing Expansion Plan Needs**

The BEA and the BSD mutually agree that it is in the best interest of the educational program of the district to continue to monitor and adjust future plans for expanding in-person services in a thoughtful and collaborative manner. Both parties agree to have representatives convene on March 12, 2021 to meet and discuss current in-person service program progress and to identify any necessary topics for future negotiation related to expansion or modification of in-person services necessary. Should the BEA and BSD identify any topics in need to address at this meeting, they shall create a mutually agreed upon list of topics for further negotiation and set aside no fewer than two (2) four hour sessions to address this previously agreed to list of topics within two weeks. No dates for expansion of in-person grade band services will be announced prior to settlement of these negotiated topics.

Because expansion of full grade-band services to secondary school sites are dependent on health conditions that are not likely to appear immediately, the BEA and the BSD agree to have representatives convene to meet and to identify any necessary topics for future negotiation related to expansion or modification of in-person services for secondary students on April 2, 2021. Should the BEA and BSD identify any topics in need to address at this meeting, they shall create a mutually agreed upon list of topics for further negotiation and set aside no fewer than two (2) four hour sessions to address this previously agreed to list of topics within two weeks. No dates for expansion of in person grade band services for secondary students shall be announced prior to settlement of these negotiated topics.

## **29. Return to Work Agreement**

1. Except for employees providing instruction or related services for kindergarten, first-grade, and second-grade students (collectively, as “K-2”), employees shall return to the instruction delivery model as assigned by the District immediately prior to BEA’s January 21, 2021 action.
2. Bargaining Unit Members providing K-2 instruction and related services shall begin or continue to provide in-person instruction, as work assigned by the District, as follows:
  - a. Second-Grade: January 26, 2021
  - b. First-Grade: February 8, 2021
  - c. Kindergarten: February 11, 2021
3. On a nonprecedent setting basis, the District agrees not to take any further action based upon a bargaining unit member’s participation in BEA Action on January 21 and 22, 2021 (“BEA Action”).

4. BEA shall take reasonable actions necessary to prevent and immediately stop any intimidation or retaliation by bargaining unit members against other employees, parents, community members, District officials, and District partners for their position(s) and action(s) arising from the BEA Action. Provided this paragraph shall not be interpreted to require BEA to instigate any legal proceedings against any individuals.
5. The District shall take reasonable actions necessary to prevent and immediately stop any intimidation or retaliation by district employees against other employees, parents, community members, District officials, Bargaining Unit Members, and District partners for their position(s) and action(s) arising from the BEA Action. Provided this paragraph shall not be interpreted to require the District to instigate any legal proceedings against any individuals.
6. BEA shall take all actions necessary to ensure compliance, including by bargaining unit members, with this agreement's terms.
7. The District shall not penalize BEA bargaining unit members that were scheduled for observations that were subsequently rescheduled.
8. The District will strike the pending Preliminary Injunction motion in *Bellevue School District #405 v. Bellevue Education Association, et al.*, King Cty. Sup. Ct., Case No. 21-2-00922-7 SEA (the "Lawsuit"), scheduled for hearing on January 28, 2021, reserving the right to renote the motion, at a later date should the lawsuit not be dismissed by February 12, 2021, as provided for the immediately following sentence. The District will unilaterally dismiss the Lawsuit on February 12, 2021, provided there is full compliance with Paragraphs 1 and 2 above of this agreement.
9. Both parties shall pay their own attorney's fees and legal costs.
10. No adverse action, references in personnel files and evaluations, or other references to any individual's participation or non-participation in the BEA Action shall be made by any District evaluator.
11. Any dispute arising from this agreement shall first be discussed by the BEA President and the Superintendent, who shall make every reasonable effort to reach a satisfactory resolution. Disputes that cannot be resolved in this manner may be addressed via the Collective Bargaining Agreement's grievance procedure. The parties reserve the right to seek any other legal remedies.
12. Employees shall suffer no loss in pay or benefits as a result of their participation in BEA Action.

13. BEA Bargaining team members will receive all pay regularly available to bargaining unit members for work on dates when negotiations between the parties prevented their participation.

**30. 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 reopening staffing impacts, evolving safety concerns, previously identified bargaining topics, etc.).

Date: January 25, 2021

For the District:

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Jeff Thomas

\_\_\_\_\_  
Eva Collins

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Melissa deVita

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Dr. Ivan Duran  
Superintendent  
Bellevue School District

For the Association:

\_\_\_\_\_  
Rob Wood

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Jillian Rock

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Todd Mahaffey

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Anna Hatlestad

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Michael Ruiz

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Allison Snow  
President  
Bellevue Education Association