

MEMORANDUM OF UNDERSTANDING

between the

BELLEVUE EDUCATION ASSOCIATION

and the

BELLEVUE SCHOOL DISTRICT

Regarding Impact of the Pandemic of Coronavirus

And Required Quarantine for the 2021-2022 School Year

**1. Professional Responsibilities When a Student is Directed to Quarantine:** Per DOH requirements, schools should "prepare for instructing students who are excluded from school due to illness and quarantine". The parties agree that based upon the lack of OSPI specific technical guidance for providing instruction to students who are in quarantine or isolation related to COVID, the District will follow existing practices to provide instruction and services for these individuals which may include, but is not limited to, small group/personalized virtual instruction, independent learning and practice, concurrent, and/or recorded instruction, with appropriate supports as necessary.

In the event of whole class quarantine, educators not required to quarantine will continue to teach from their classrooms to students at home using appropriate technology.

It is the intent of the parties to monitor and adjust instruction to align with potential technical guidance from OSPI and/or in response to trends in COVID related absences.

**2. Quarantine/Isolation and Emergency Health Leave:** Staff who test positive for COVID-19, due to close contact at work, qualify for worker's compensation based on Governor Inslee's May 11, 2021, guidance in the Health Emergency Labor Standards Act (HELSA).

The District will provide staff who contracted COVID due to close contact at work paid sick leave during the 3-day waiting period until worker's compensation begins, in keeping with provisions from Article 17, section 3 of the CBA to ensure the employee "shall suffer no loss of pay as a result of the exclusion". This leave will not be deducted from their sick or personal leave.

**3. Precedence:** This Memorandum of Understanding (MOU) shall be in effect for the 2021-2022 school year, terminating July 31, 2022. Unless expressly identified in this MOU, all other provisions of the CBA shall remain in full effect. This MOU and the practices and policies it describes for mitigation of the COVID-19 epidemic is

non-precedence setting and is intended to address the specific and unprecedented circumstances presented by the response to the pandemic during the 2021-2022 school year.

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

Date: August 19, 2021

For the District:

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Dr. Art Jarvis  
Interim Superintendent  
Bellevue School District

For the Association:

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Allison Snow  
President  
Bellevue Education Association