

BEA In-person Proposal (LIPI/Hybrid/etc.)

January 12, 2020

The Beaverton Education Association (BEA) and the Beaverton School District (BSD) enter into this Agreement for the purpose of addressing the issues arising out of the COVID-19 pandemic as related to the providing in-person instruction. If BSD chooses to physically reopen some, or all of their worksites or otherwise provide in-person instruction as allowed by Ready Schools, Safe Learners Guidance for School Year 2020-21 and by ODE metrics, the 2019-2021 Certified Collective Bargaining Agreement between the Beaverton School District and the Beaverton Education Association shall be specifically modified as follows:

Return To In-Person Instruction

The District shall not reopen school for purposes of in-person instruction until and unless the following conditions have been met:

1. Both doses of the vaccination have been made available to all employees and the time required for the vaccinations to become effective has passed.
2. Washington and Multnomah counties must be below 50 cases per 100,000 residents (14 day cumulative).
3. The District has implemented procedures and/or mechanisms necessary to conform to the provisions of Article 8(I) Physical Environment, Health and Safety Protections.
4. The District has given affected employees at least two weeks' notice. In no case shall students be scheduled to return on a Monday.
 - a. Monday of any week in which BSD starts an in-person program shall be set aside for staff to prepare for the transitions.
 - b. If the BSD reverts to CDL after opening in person programs, affected employees shall be given three days to prepare and transition back to CDL.

Limited In-person Instruction

In order to protect professional educators engaged in LIPI, the Parties agree to the following:

1. Before Phase 2 of LIPI can begin, Washington and Multnomah counties must be below 50 cases per 100,000 residents (14 day cumulative).
2. Prior to beginning LIPI instruction, the District will provide specific Professional Development and additional planning time to LIPI volunteers so that the volunteers can learn safety protocols and processes, and so the volunteers can meet with CDL educators whose students will take part in LIPI activity.
3. Only professional educators who volunteer will provide LIPI. No volunteer LIPI professional educator will be required to provide both LIPI and CDL.

- a. In the event a professional educator volunteers to provide LIPI instead of their CDL responsibilities, the District will consider the position of the volunteer LIPI professional educator as a temporary vacancy to be offered to a substitute educator currently employed by the District.
 - b. In the event that a professional educator volunteers to do LIPI in addition to their CDL responsibilities, they will receive pro-rata compensation for the additional assignment.
 - c. In the event that no professional educator volunteers to accept a LIPI position, the district shall fill the vacancy with a substitute educator currently employed by the District.
4. The size of student cohorts under LIPI will be limited by the following guidelines
 - a. No LIPI cohorts will exceed 10 students
 - b. Regardless of the grade-level, LIPI cohorts shall begin with half of a specific cohort during the first week of LIPI. In the second week of LIPI, the second half of a given cohort may take place in LIPI. In the third week of LIPI the full student cohort may attend LIPI.
 - c. Specific student cohorts will be discontinued if a professional educator who provides the cohort LIPI, if a student in the cohort, or if a student family-member living with a student, tests positive for COVID-19. The cohort shall not resume LIPI until two weeks after the infected individual no longer tests positive for COVID-19.
5. Prior to the start of LIPI, volunteers shall be allowed to inspect and approve the LIPI workspace to ensure that the volunteer feels the District has provided what the volunteer can accept as a safe work environment. Those conditions are defined in the Association proposal for in-person instruction.
6. No classroom used by educators for CDL will be designated for LIPI.
7. The District will pause all LIPI when either Washington or Multnomah counties exceed 50 cases per 100,000 residents (14 day cumulative).

Article 8(I) Physical Environment

Health and Safety Protections

1. BSD will follow the safety measures in Version 5.1.0 of the Ready Schools, Safe Learners guidance (dated December 31, 2020), through the end of the 2020-21 school year.
2. The BSD shall provide sufficient supplies of Personal Protective Equipment and hand sanitizer as required by ODE in each classroom and worksite.
3. Plexiglass shields in areas where physical interactions between staff and students often occur within six feet.

4. BSD shall provide a designated quarantine area, separate from the nurses' station within each worksite.
5. BSD shall require all students and staff to wear face coverings unless ADA accommodation requires otherwise.
6. Daily, all students shall be visually screened for symptoms of COVID-19 before they enter school. Any person exhibiting primary symptoms of COVID-19 shall not be admitted to campus. Classroom teachers shall only be required to do so only within the classroom in which they are assigned. During the school day, staff who notice such symptoms may send the student displaying symptoms to a designated quarantine area and shall notify a building administrator.
7. The BSD shall provide weekly COVID-19 testing to all employees providing in person services to students.
8. For each classroom within the worksite, BSD shall provide a minimum of 35 square feet per occupant, including teachers and other school staff. Sufficient space shall also be provided for entries, aisles, sinks, and sanitation stations.
9. Staff shall be able to use their classrooms and offices without students being present during their duty-free lunches, preparation, and other unassigned time. Staff who move between classrooms shall be provided with dedicated and socially distant worksite space within the worksite.
10. Rooms within the worksite shall be properly ventilated. For rooms with operable windows, an adequate number of windows shall remain opened when the room is occupied by more than one person, even in winter. For each room without operable windows and without ventilation systems able to provide outside air flow, HEPA unit filters shall be provided. Each worksite shall use the maximum manufacturer recommended filtration efficiencies and shall be checked and changed at least twice annually or as needed. HVAC systems shall be controlled to maximize outside air and buildings will be flushed before and after occupancy. Ventilation reports or assessments made by the district of workspaces will be shared with educators and published.
11. Staff shall not be required to perform custodial duties other than cleaning and sanitizing their own desks, chairs, and equipment.
12. It is recognized that the workload of nurses will be impacted by implementation of COVID-19 health and safety protocols. The District shall hire additional temporary nursing staff to address the overload situation.

Article 9 - Safe Learning Environment

1. School administrators shall work with teachers to develop expectations for student safety protocol compliance. Failure to successfully abide by safety protocols after repeated reminders may involve administrative intervention. In cases where willful refusal to follow reasonable protocols persists, the student’s instructional delivery model may be adjusted. All provisions for supporting safety protocols must comply with educational laws, Ready Schools Safe Learner guidelines and student rights.
2. All students must follow COVID-19 safety protocols for entry to a building agreed to by the District and the Association. Further, the District shall ensure that isolation space exists in each building for students who exhibit COVID-19 symptoms after arriving for LIPI.

Article 10 - Professional Working Conditions

1. In a LIPI and hybrid model, licensed staff need adequate time to plan for synchronous and asynchronous learning, remote work and in-person instruction. Minimum weekly plan minutes shall be:

| CLASSIFICATION | ACTUAL |
|--|-----------------------------|
| Elementary Classroom Teachers | 970 minutes per week |
| Elementary Specialists | 910 minutes per week |
| Elementary Counselors | 635 minutes per week |
| ELD Teachers | 910/930/940 (Elem/MS/HS) |
| Resource Room Teachers | 1170/1130/1140 (Elem/MS/HS) |
| Middle School Classroom Teachers | 930 weekly average |
| High School and Options Classroom Teachers | 940 minutes weekly average* |

2. Where the District institutes an instructional program where staff are expected to perform both on-site and online obligations in a single day the following shall apply:
 - a. Staff will not be required to perform both simultaneously
 - b. Staff shall be allowed to perform their online responsibilities from home,
 - c. Staff will be provided with on-site workspace to perform their online responsibilities
 - d. Staff expected to perform both on-site and online obligations shall not have a higher workload than their full online colleagues.
3. Staff shall not be required to attend unpaid evening activities beyond the scheduled workday.
4. Educators who are providing in-person instruction (in LIPI, hybrid model or otherwise) will be encouraged and supported in providing learning experiences that are trauma-informed, culturally responsive, asset-based, and focused on well-being. Relationships,

community, and social-emotional learning will be prioritized over assessments and testing. Curriculum decisions will be based on student needs rather than pacing guides from adopted materials.

5. Educators who are part of Dual Language instruction shall be provided materials in their language of instruction.
6. Educators who are creating and/or translating curriculum for Dual Language instruction shall receive a 5% differential.

Article 15 Paid Leaves of Absence

1. Employees shall be granted up to two weeks paid leave if the employee is unable to work (or telework) due to a need for leave because the employee;
 - a. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 - b. has been advised by a health care provider to self-quarantine related to COVID-19;
 - c. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - d. is caring for an individual subject to an order described in (a) or self-quarantine in (b);
 - e. is caring for a child whose school or place of care is closed (or childcare provider is unavailable] for reasons of COVID-19; or
 - f. is unable to work due to circumstances related to COVID-19 not contemplated in (a). through(e) above.

For leave reasons (a), (b), or (c),: employees taking leave shall be paid at their regular rate of pay. For leave reasons (d), (e), or (f), employees will be paid 2/3 their regular pay.

2. If the exposure to COVID-19 is reasonably contact-traced back to the District and once a staff person has used ten (10) sick leave days for testing, quarantine, and isolation, as described in the August 11, 2020 ODE document Planning and Responding to COVID-19 Scenarios in Schools, BSD shall provide paid administrative leave for any additional missed days used for such purposes. Reasonably contact-traced means that, based on available evidence, exposure is more likely than not traced to a work-related exposure.

Special Considerations Regarding Health and Safety of Employees

1. Staff who identify as high-risk as defined by CDC guidelines or are primary caregivers for a high-risk family member, and those who are pregnant or suffer from moderate to severe asthma shall be offered alternate work options, if available.
2. If no alternative work is available to staff as identified in (1) above the staff shall have the option to use accumulated leave rather than return to in person work. Should accumulated leave expire prior to the end of COVID-19 protocols they shall be granted paid administrative leave until such time that COVID-19 protocols are no longer in effect or the BSD returns to CDL.
 - a. The same considerations as above shall be given to any employees who have been advised by their health care provider not to be vaccinated.
3. BSD will provide compensation or child care for BEA members who are required to teach in person and have children at home or in other districts that are not open.