

Return to School MOU 2021-2022

This Memorandum of Understanding (MOU) is entered into between Beaverton School District (BSD) and the Beaverton Education Association (BEA) to memorialize the agreement reached during expedited bargaining undertaken in August and September of 2021 to address health and safety concerns and working conditions that are affected by a return to in person instruction while under COVID-19 protocols. The parties agree as follows:

Term and Miscellaneous Provisions

The term of this Memorandum of Understanding (MOU) is for the 2021-2022 school year for such time as the District remains in regular in-person instruction. If Executive Orders, laws or state regulations are issued that conflict with or modify the terms of this MOU, or render performance of terms impossible or illegal, the parties agree to enter into negotiations to modify this MOU in order to comply with such orders, laws or regulations. This Agreement will not establish any status quo conditions that govern beyond the expiration of the 2021-2022 school year. Nothing contained in this MOU is intended to be precedent setting in future MOU's or successor bargaining agreements.

Article 8(l) - Physical Environment Health and Safety Protections

- A. BSD will implement safety measures in accordance with the Oregon Department of Education (ODE) Resiliency Framework 2021-22 Returning to In-Person Instruction guide (RF) and recommendations from the United States Center for Disease Control and Prevention (CDC).

- B. All staff will be encouraged to bring their own face covering for personal comfort and fitting; however, the District shall provide masks to any employee upon request at any time. KN95 or similar will be provided as available to any employee upon request at any time. Hand sanitizer, hand soap, and paper towels will be readily available throughout all district facilities.

- C. Face shields will be provided to staff upon request when physical interactions between staff and students routinely occur within six feet and/or other special circumstances require additional personal protection. The face shield will be worn in addition to the mask.

- D. BSD shall provide a designated isolation area, separate from the health room within each worksite.

- E. BSD shall require all students and staff to wear face coverings unless ADA, IDEA or 504 accommodations require otherwise.
- F. During the school day, staff who notice a student displaying symptoms consistent with COVID-19 may send that student to a designated isolation area and shall notify the office.
- G. Educators shall be provided with socially distant workspace within the worksite during duty-free lunches, preparation time and other unassigned time.
- H. BSD will operate all HVAC systems in accordance with recommended guidance and introduce outdoor air to the maximum extent possible. HVAC operations will follow the latest guidance from, The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Harvard T.H. Chan School of Public Health. The District shall provide at least five air changes per hour (ACH) for all classrooms. District staff shall monitor ventilation through online software, and through the reporting of issues by district staff. Any concerns raised by staff concerning ventilation in their workspace shall be addressed with information specific to the areas in question and the concerns raised and identified issues will be addressed and corrected or otherwise mitigated where correcting the problem is not possible or practicable. All ventilation reports or assessments made by the district of workspaces will be shared with educators and published.
- I. BSD shall regularly monitor all buildings and rooms, for adherence to item 8.
- J. Portable air purifiers shall be made available in spaces where students are unable to comply with universal masking in specialized classrooms where students are not consistently following masking protocols. Additional requests for portable air purifiers will be evaluated upon request by facilities and maintenance. Portable air purifiers will be considered in cafeterias if students are not able to maintain 6 feet of distance.
- K. BSD will maintain a digital reporting system for a staff member to report to District administration when protocols are not being followed within a school. These reports will lead to an investigation and resolution. Employees shall be notified of this reporting system within two weeks of the start of in-person instruction and will be given clear guidelines of what is reportable. In addition, employees will have access to the Oregon OSHA guidelines for COVID-19 safety. No employees shall be subjected to any adverse impact for raising health or safety concerns.

- L. BSD shall provide COVID-19 testing (diagnostic) to any employee or student experiencing COVID-19 symptoms or who have been in contact with someone that has tested positive for COVID-19. Said COVID-19 testing shall be available at each worksite during the workday. In addition, the District will provide access for the employee to register for regular screening tests (provided by OHA) for COVID-19.

- M. Employees and the community shall be notified within one business day of reported positive COVID-19 cases among staff, students, and/or visitors within each worksite. Said notification shall contain sufficient information to determine what, if any, personal steps are needed to protect themselves or the health of others.

Impacts of Vaccine Mandate

Because the COVID-19 vaccine is now mandated, the District shall:

- A. BSD will inform all employees that under federal law, all of their medical information, including vaccination records, are confidential and are stored separate from other personnel records.

- B. Employees shall be excepted from required vaccinations if they declare a sincerely held religious belief against vaccinations. Employees seeking a religious exception shall be required to affirm in writing said belief or practice which is the basis for the exception.

- C. Employees shall be excepted from required vaccination if they declare a medical exception that prevents an individual from receiving a COVID-19 vaccination. A medical exception must be corroborated by a document signed by a medical provider, who is not the individual seeking the exception, certifying that the individual has a physical or mental impairment that limits the individual's ability to receive a COVID-19 vaccination based on a specified medical diagnosis.

- D. Employees who are granted religious or medical exception from mandated COVID-19 vaccination will be required to take additional safety precautions to minimize the risk of infection to themselves and others.

Article 9 - Safe Learning Environment

- A. In accordance with the Governor's mandate BSD shall require all employees, students (see the district FAQ for exceptions), volunteers, and visitors to be masked when in classrooms and common areas within District facilities, and at all school functions that staff are required to attend. Individuals will not be required to mask when alone in non-common areas such as individual offices or in classrooms with doors when others are not present.
- B. Masking requirements shall be posted at all entrances of each building and shall include procedures for reporting violations.
- C. Staff will insist that students correctly wear their masks and attempt to educate and intervene when students are not successful complying with masking protocols. A pattern of non-compliance and/or refusal will be reported to building leadership for further intervention and support.
- D. All parent-teacher conferences, IEP meetings, 504 meetings and IFSP meetings shall be virtual unless directed otherwise by the Oregon Department of Education (ODE) or other legal authority or the District's policy on visitors changes.
- E. BSD shall ensure that all classrooms adequately accommodate a minimum of 3 feet of physical distancing between students and 6 ft for educators. Seating configurations shall be designed for required social distancing while maintaining sufficient space for entries, aisles, sinks, and sanitation stations.
- F. Bargaining unit members may request a collaborative meeting with their supervisor to resolve concerns of physical distancing. Members have a right to Association representatives at such meetings. Executive Administrators may be contacted if no resolution is reached.
- G. Schools will provide adequate space for at least 6 feet of distance during mealtimes whenever possible, including creative use of outdoor spaces, hallways and classrooms.

Article 10 - Professional Working Conditions

- A. BEA and BSD leaders will review COVID-19 cases, working conditions, and discuss plans for the safest instructional model in weekly meetings with Teaching and Learning and/or HR leaders.
- B. In the event the District moves from five day in-person instruction to comprehensive distance learning for a time period longer than two weeks, two work days will be provided to educators in order to prepare for the transition.
- C. Educators who are providing in-person instruction 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.
- D. Educators will not be asked to simultaneously teach students in the classroom while also live-streaming lessons for students who are off-site.
- E. If a classroom, grade level or building needs to go remote for a quarantine period, then affected members will be given one non-student contact day to prepare and develop synchronous and asynchronous lessons and/or instructional videos for that transition.
- F. Release time may be requested for responsibilities under ODE's individual COVID-19 Recovery Service Guidance that require additional work outside of the normal IEP process. Up to two additional days of release time may be granted. Employees granted the above described release time may choose to take the time as substitute release or receive per diem for work performed outside the work day.
- G. If students are reconfigured in the event of an educator shortage all safety protocols shall be adhered to including recommended distancing measures.
- H. When one or more students but less than the whole class is quarantined, educators will provide materials as they deem appropriate to maintain continuity of learning. It is understood that this does not require the creation of materials not otherwise being used in the classroom. Teachers are not required to hold office hours for quarantined students.

Article 15 - Paid Leaves of Absence

- A. All bargaining unit members shall be credited up to 5 additional days of sick leave as needed (prorated for members who work less than 1.0 FTE) after the exhaustion of all other paid leave including 2/3rds-pay leave. This additional leave is subject to all contractual provisions for sick leave use and will not accrue beyond the 2021-22 school year.

- B. Annual Sick leave as provided in Article 15 A of the Collective Bargaining Agreement shall be available to members of the bargaining unit as of the first of active duty of the contract year.

Special Considerations Regarding Health and Safety of Employees

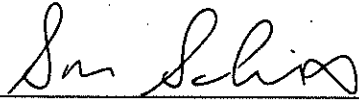
- A. Employees who have a serious health condition as defined by the ADA, may engage in an interactive process with the District to determine reasonable accommodations, including, but not limited to, additional PPE, alternate work options, or leave, if reasonable and available guided by business necessity.

- B. If no alternative work is available to an employee as identified in (1) above, and if no other reasonable accommodations are available, the employee may use any available earned leave for the remainder of the 2021-2022 school year. Employees granted unpaid leave through the end of the 2021-2022 school year are guaranteed a position in their licensure area upon return to work, but they are not guaranteed their specific current assignment or work site in the 2022-2023 school year.

- C. Employees who identify as high-risk as defined by the CDC, but do not qualify for the interactive process under the ADA identified in (1) above or employees who are caring for a family member who identifies as high-risk may use any available earned leave for the remainder of the 2021-2022 school year. Contracted employees granted unpaid leave through the end of the 2021-2022 school year are guaranteed a position in their licensure area upon return to work, but they are not guaranteed their specific current assignment or work site in the 2022-2023 school year.

- D. Employees soliciting leave will submit necessary medical certification to HR. For employees seeking leave to care for a family member with a serious medical condition in the high risk category, medical certification for the high risk individual must be supplied to the district for the request to be considered.

For the Beaverton Education Association:

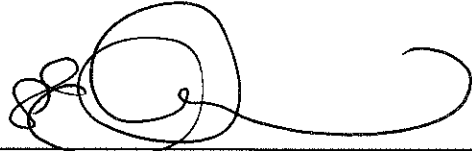


Sara Schmitt
BEA President

9-22-21

Date

For the Beaverton School District:



Susan Rodriguez
Chief Human Resource Officer

9-22-2021

Date