

MEMORANDUM OF UNDERSTANDING

Between the
BEAVERTON SCHOOL DISTRICT
and the
BEAVERTON EDUCATION ASSOCIATION
Effective January 11, 2023 - June 30, 2023

Regarding COVID-19

RECITALS:

WHEREAS COVID-19 continues to cause illness and absences among bargaining unit members.

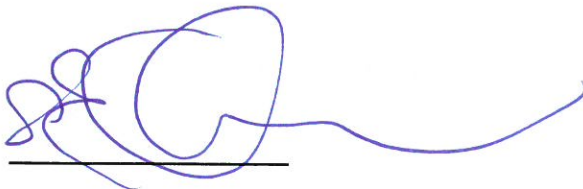
WHEREAS Beaverton Education Association (“BEA”) and Beaverton School District (“BSD”) wish to temporarily adjust their normal sick and other leave procedures to fit the needs presented by the current status of COVID-19.

AGREEMENT:

BEA and BSD agree to the following:

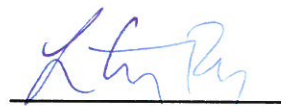
1. If a cohort, classroom, grade level, or building needs to shift to temporary remote learning for a quarantine period, then affected members will be given one non-student contact day to prepare and develop synchronous and asynchronous lessons and/or instructional videos for that transition.
2. When one or more students, but less than the whole class, is in isolation, 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.
3. All bargaining unit members who exhaust all other paid leave, including 2/3rds-pay leave, will be credited up to three (3) additional days of sick leave as needed; but only if they used leave for a personal case of COVID during the current school year. This additional leave is subject to all contractual provisions for sick leave use and will not accrue beyond the 2022-23 school year.
 - a. Should the CDC guidelines around isolation and quarantine requirements be eliminated, provision 3 will automatically lapse.

- b. Documentation of the employee's compliance with BSD's reporting requirements for a positive case of COVID must be on file with BSD HR.
 - c. No member will receive more than three (3) additional days total during the term of this agreement.
4. Employees who had COVID and exhausted leave balances during this school year, but prior to the term of this agreement, may seek reimbursement for deductible sick leave. Bargaining unit members must actively apply by the deadline for retrospective credit for qualified days missed.
- a. Retroactive credit is subject to the same conditions and limitations as in section 3 above.
 - b. Members must apply to BEA by February 1, 2023 if they wish to see retroactive relief for qualifying deductible leave. No applications for retroactive credit will be considered after February 1, 2023.
 - c. Supporting documentation submitted to BEA must include proof of a positive COVID-19 test taken during the 2022-2023 school year, but prior to the signing of this agreement, along with a declaration that the member has exhausted all other available paid leave.
 - d. BEA will provide a list of all members who applied for retroactive relief along with supporting documentation to BSD HR by February 3, 2023. Once approved, BSD will pay eligible members in a lump sum through normal payroll procedures. Pay will be included in the March 2023 payroll.



For the District
Susan Rodriguez
Chief Human Resource Officer

Date: 01/11/23



For the Association
Lindsay Ray
BEA President

Date: 01/11/23