

**LETTER OF AGREEMENT**  
**Between the**  
**Beaverton Education Association (BEA)**  
**And the**  
**Beaverton Schools**

**Re: Return to Learn Plan Due to COVID-19**

The Association and the District are parties to a Collective Bargaining Agreement (CBA) and need to amend the required provisions of that Agreement in order to provide a Preparedness and Response Plan (PRP) due to mandates associated with the COVID-19 Pandemic and re-opening of schools. All provisions of the current CBA will continue in effect with the following amendments:

- A. The Association and District shall mutually agree that they will follow the mandates given by the State of Michigan for the Safe Schools for the 2020-2021 school year Return to School Roadmap.
- B. If staff members are mandated by the District to be quarantined because of close contact with a person at school who has a lab-confirmed case of COVID-19 and/or the employee tested positive for COVID-19 due to a confirmed exposure at school, then no personal or sick leave shall be deducted from employee, as long as the employee can perform all essential duties, including but not limited to, lesson plans, assessing and assigning grades. When the employee can no longer provide essential duties as per their assignment, the member, along with the association, will meet with administration to begin the interactive process to determine what duties that the employee may be able to perform, if any.
- C. The District's COVID-19 Preparedness and Response Plan (PRP) shall meet the requirements specified in Executive Order 2020-142 and any successor Executive Orders pertaining to school functions for the remainder of the 2020-2021 school year, including any requirements relative to days/hours/curriculum requirements in order to receive full funding from the State and in order to ensure students are provided the opportunities required for grade-level advancement/graduation assurance.
- D. Any changes to the report and end times for bargaining unit members, instructional hours, preparation periods, days or overall school calendar in order to insure state and federal funding or in general implementation of the PRP will be negotiated with the Association prior to the changes. Items will include, but not limited to open houses, professional development, parent conferences, last day of school, vacations, and holiday.
- E. Bargaining unit members will meet the appropriate daily health screenings as published in direction to the membership. The rights to privacy (including, but not limited to, HIPAA, ADA, etc.) of any such information will be protected by the District and only be seen or shared with legally appropriate person or persons.

- F. The PRP shall ensure that no one shall be required by the District to violate the stay at home orders, school building closures, facial mask orders, hygiene, or similar orders that may be given by the State of Michigan for public schools and their employees to follow. No employee shall be put at risk of impacting their own health and safety or the health of others as a result of working/participating in the PRP. The strongly recommended Social distancing as laid out in the roadmap will be observed and practiced as reasonably as possible.
- G. Bargaining unit members will be adequately supplied with required face coverings, disinfectant for mitigation, hand sanitizers, and gloves where deemed necessary to carry out the PRP. In the event that the district has difficulty procuring these supplies, then there will be a meeting with the association to determine the next course of action.
- H. Bargaining unit members will be given adequate classroom supplies to mitigate the sharing of materials in the classroom. If this is an issue, then the teachers will have a discussion with the building administrator to make every attempt to resolve this situation.
- I. All bargaining unit members shall receive their full annual salary and benefits for the 2020-2021 school year including mentor teachers, if they complete the school year working for the district in an agreed upon capacity between the administration and the association.
- J. If opening of classroom windows and doors are not feasible for any reason, alternative methods will be provided for adequate ventilation of the room.
- K. Teachers will be given adequate break times during the school day for mask breaks, drinking breaks, eating, and bathroom breaks. They will be provided with safe and adequate facilities for these purposes. Including bathrooms other than student used bathrooms, private areas for taking meals and storing food for breaks, etc.
- L. Discussions will be scheduled on a monthly basis with the Association about changes that will be made to the Evaluation Procedure. After the first marking period, we will determine the frequency of subsequent meetings.
- M. Taking pictures or recording taken by any person of the classroom instruction will not take place without prior knowledge and consent of the individual teacher, students, parents, and the District.
- N. When bargaining unit members are absent from work or unable to continue work, to insure the continued education of our students, the District will provide adequate substitute coverage for the classroom.
- O. During the PRP duration whether in Phase, 1, 2, 3, 4, 5, or 6, bargaining unit members shall be entitled to use the applicable leave provisions in the CBA and any additional paid leave mandated by the state or federal government, including but not limited to, in the Family First Coronavirus Response Act (FFCRA), Paid Medical Leave Act of Michigan (PMLA) and Family Medical Leave Act (FMLA).

If a bargaining unit member is required to quarantine or self-quarantine at any time, the bargaining unit member will receive full pay and benefits at the time of the quarantine as long as they are physically or mentally able to perform regularly scheduled district work, and be provided alternative options to face-to-face instruction, including but not limited to remote instruction, preparing lesson plans and consulting with a substitute teacher, virtual on-line instructional lessons for the classroom, etc.

In the event that a bargaining unit member has depleted all CBA provisions and mandated state or federal paid leave days due to COVID-19, a bargaining unit member may choose only one of the following options:

1. Take a voluntary layoff without obtaining outside employment the employee would retain seniority rights on the salary schedule, if and when they return to Beaverton Schools.
  2. If for COVID-19 associated reasons, and physically or mentally unable to continue working remotely from home, the district will grant an unpaid leave of absence for up to one year without loss of seniority or steps on the salary schedule if and when they return to work for Beaverton Schools. In addition, the 60 day prior notice would be waived.
- P. Teachers, on a voluntary basis, may waive their contractual rights to a duty free lunch period and supervise students as students eat their meals and will in no way be used to supplant the use of the regular paraprofessional staff of the building or their regular assigned duties. Since Teachers will not only be actually working more hours with students, but also be foregoing preparation for classroom instruction, Teachers will be paid \$20 per lunch period that they supervise students up to the individual's contractual lunch periods.

If there are more volunteers for this duty supervision than need for assignments, Teachers will be selected for assignment on a Seniority basis, i.e. most senior first per building.

If there are not enough volunteers for lunch assignment, first paraprofessionals will be assigned for supervision and then if assignments are still needed, bargaining unit members, starting with the lowest seniority first, will be assigned to lunch supervision at a daily rate of \$30 per lunch period.

#### **School Closure:**

- Q. As per Executive Order 2020-142, the PRP shall enforce Section 2. (a) (5) in Phase 1, 2, or 3 or at the District discretion to close a building or school, and provide for the continued pay of school employees while redeploying staff to provide meaningful work in the context of the PRP.

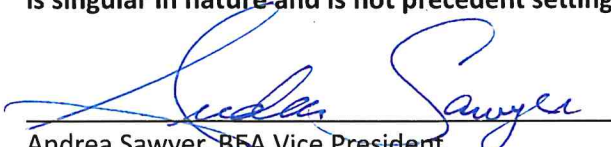
Staff members will only be required to report to work during Phase 1, 2, or 3 if the State of Michigan has not been put on a "stay at home order or a restricted work order."

If staff members are required to report to their assigned areas during these above listed phases, the District will make every attempt to assist the teachers in finding adequate day care, including

but not limited to, District provided day-care a cost to be determined between the Association and the District.

- R. If at the beginning of the second semester of 2020-2021, and the District is designated to be in Phase 1, 2, or 3, all course offerings through *Educere* or other virtual education programs provided outside of Beaverton Schools will be re-evaluated on an ongoing basis with administration and the association.
- S. If Teachers are not required to report to their building because of a school closure and a stay at home order, they shall be allowed to work remotely from home. Further, if unit members choose to report for work during a school closure, then they will still be required to complete our health screener for entrance to the buildings.
- T. If Teachers are working remotely from home, teachers will be required to have at least five hours per week at a minimum of one hour per day.
- U. Teachers shall not be required to provide services beyond the normal scope of the contract at any time.
- V. The parties agree that the maximum number of days needed to complete any and all federal and state requirements shall be provided to teachers and staff, including IEPs and 504 plans.
- W. Should a students' online behavior be deemed unacceptable for any reasons, the teacher has the right to block the student from participation and shall report the behavior to their building administrator.
- X. Any necessary grades will be assigned according to Board adopted policy.
- Y. All students shall be provided the opportunity to fully participate and complete all aspects of the PRP. No teacher shall be penalized due to lack of student participation.
- Z. Any and all FAPE accommodations that are to be provided to students shall be communicated to teachers with a plan to ensure the planned accommodations are met by all parties involved.
- AA. In the event of a school closure, the perfect attendance stipend prorated based upon the number of days of face to face instruction.
- BB. Schedule B & Schedule C positions shall be paid their full stipends at the annual rates of pay if their duties/season is completed. If a season were to be stopped or duties were not completed because of school closures or discontinuation of the extra-curricular activity, the BEA and the Superintendent will meet to determine appropriate proration of pay for these Schedule B & Schedule C positions prior March 1, 2021 or the end of the second semester of 2020-2021 school year, whichever is more applicable.

The Letter of Agreement shall be in effect for the 2020-2021 school year and shall sunset June 30, 2021. All other provisions of the collective bargaining agreement remain in full effect. This agreement is singular in nature and is not precedent setting.

  
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Andrea Sawyer, BEA Vice President

9-15-2020  
Date

  
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Joseph Passalacqua, Superintendent  
Beaverton Schools

9-15-2020  
Date