

## **21-22 Return to On-Site Instruction Under the COVID-19 Pandemic Memorandum of Understanding**

This agreement is between the Hillsboro School District (District) and the Hillsboro Education Association (Association), together, “the parties.” The existing collective bargaining agreement (CBA) remains in full effect. The duration of this Memorandum of Understanding (MOU) is for the 2021-2022 school year. The parties agree that this MOU is intended to address COVID related safety and working condition issues. It is also recognized that the changing nature of this Pandemic will require the parties to reconvene when substantive changes occur in the guidance.

The parties further recognize the complexity and difficulty in implementing any educational program during a Pandemic and express a commitment to continued collaboration, seeking balance in program design, and maintaining reasonable expectations for all staff in their respective roles.

### **I. Criteria for In-Person Instruction**

- A. The District will follow the guidance of the Center for Disease Control (CDC), the Oregon Department of Education/Ready Schools Safe Learners (ODE/RSSL) and state and county health authorities, except as bargained below. All recommendations for social distancing, mask-wearing, ventilation, hand hygiene, cleaning and disinfecting, isolation and quarantine, and cohorts are recognized as best practices and will be followed to the extent possible.
- B. For any classroom where the 3 foot social distance criteria cannot be met, the following conditions will be in place:
  - 1. Association will be notified as soon as possible;
  - 2. The District will adjust room arrangements and make every effort to provide alternative furniture which allows for maximum distancing.
  - 3. Air purifier(s) for impacted classrooms will be provided as soon as possible;
- C. Each educational space intended for in-person instruction will be set up for safe distancing per RSSL-Resiliency Framework 2021-22, including space for educator and student movement. Every effort will be made to maintain a minimum of three (3) feet distance between students and/or staff in every instance. Educators will have an opportunity to check their designated room or space prior to the beginning of the instructional year. Any setup concerns will be discussed and problem-solved with the supervisor.

### **II. Workload/Working Conditions**

- A. Staff wellness and support will be introduced during in-service week and integrated throughout the year. Additionally, the building’s Climate and Culture Committee will make recommendations for resources and activities to support staff so they can best support students.
- B. Time during new teacher in-service will be provided for training and setting up a Google classroom to any licensed staff that have not had experience with Google classroom.

Licensed staff can work with their administrators and appropriate TOSAs if they need support and assistance in setting up a Google Classroom and support sessions will be available with extended contract.

- C. Any time licensed staff is asked to transition to CDL instruction, 8 hours of extended or student-free time will be provided as needed in order to move equipment, onboard parents and students, and adjust lessons to an online venue. Additional support will be provided if needed by members.
  - D. When or if licensed staff are required to instruct in CDL there will be an additional 90 weekly minutes of preparation time provided on Wednesdays to include lesson adjustments, team collaboration, parent outreach and individual student support. CDL Instruction schedule will mirror brick and mortar to every extent possible.
  - E. District and building-based meetings will be set up to allow for optimal social distancing. A staff member may work with their administrator for additional accommodations, including virtual attendance on-site from their workspace.
  - F. Buildings will provide existing procedures for requesting and utilizing substitutes.
  - G. The following steps will be taken in order to fill licensed vacancies:
    - 1. ESS Sub Requested
    - 2. Building Based Sub Utilized
    - 3. Building Based Sub Reallocated from Another School
    - 4. Secondary Period Coverage
    - 5. In-Building Specialists Fill In
    - 6. District Level TOSA Subs
- Unique licensed roles such as TOSAs, Instructional Coaches, or Student Success Coaches may be asked to cover per the above protocols. In such cases, unit members will be compensated with reduced work responsibility, extended teaching rate, or compensatory time, as mutually agreed upon by member and supervisor. In the case of reduced workload, unit members will work with their supervisor to determine specific adjustments to reduce their work responsibilities quid pro quo.
  - In the event that a Counselor, EL Specialist or Resource Specialist cover for an absent colleague when no sub is available, they will be paid the hourly teaching rate for the time spent teaching.
  - When staff must cover for absent colleagues when subs are not available, the unit member and administrator will collaborate to determine the number of days per week or month of coverage that can be worked that will not negatively impact the unit member's own workload. If the need in a building cannot meet this standard, the building admin or district supervisor will find ways to support the impacted unit member.

- H. In cases where a classroom teacher is quarantined or tests positive for COVID but is asymptomatic, they may choose to, in collaboration with their supervisor, continue to teach from home while a substitute teacher supports in the classroom. In these cases, sick leave would not be used for the times when still working.
- I. For IEPs, 504s, SSP, and other related meetings, student support providers (e.g. School Psychologists, Social Workers, ESL, ERC/LRC staff, counselors, and SLPs) may utilize virtual or remote methods of conducting meetings.
- J. Licensed staff will not be required to perform any custodial duties.
- K. Contact tracing shall be performed in collaboration with local and state health authorities, and licensed staff's role in contact tracing will be the minimum required by state, county, or district safety protocols.
- L. The District will gather input from educators regarding professional development needs. Training for an on-site return will minimally include:
  - 1. Health and Safety (site-specific)
  - 2. Use of technology
  - 3. Social and Emotional Learning (SEL) support including a review of the building's discipline plan
  - 4. Instructional best practices
- M. No bargaining unit member will be required to be the safety officer at their worksite.
- N. If a bargaining unit member agrees to substitute for an absent administrator they will be provided a substitute, extended pay, or the ability to flex their work time.
- O. Nurses, who are charged with several new COVID related responsibilities, including contact tracing, screening, and isolation room management, may be given additional supports in collaboration with student services. If COVID testing is introduced to school sites or the AC, HSD will provide additional staff to support the nurses.
- P. Teachers may be asked to record or broadcast direct instruction for students, in quarantine but no teacher will be responsible for both in person instruction and CDL. The teacher will choose between recording or broadcasting. All other student absences will be supported as they were pre-Covid. Workload impact will be monitored by the Association and will be revisited by the parties during labor management if concerns are brought forward.
- Q. The district will provide up to 6 EAP counseling sessions and 4 sessions with a coach via phone or asynchronous chat sessions annually per bargaining unit member.

### **III. Specific Working Conditions for HOA Staff**

- A. As part of their prep time, all HOA teachers will have a minimum of 30 minutes daily to check and answer any questions from HOA families before any scheduled time online or with students.

- B. Scheduled periods of synchronous offerings will be determined by the teacher in collaboration with their administrators and to reflect the needs of their families;
- C. At the elementary level, a minimum of 20 minutes of guided opportunities will be provided daily for students in specified core subjects such as math, ELA, and content. This time daily may be considered an average and is dependent on the weekly schedule and enrollment numbers being comparable to brick and mortar levels.
- D. The current average daily maximum student contact time of 288 will remain in place.
- E. HOA licensed staff will be given flexibility with synchronous instruction during the first seven days once modules begin to train parents for their role in online learning and do initial screenings.
- F. Schedules will reflect adequate time for assessment during testing weeks.
- G. HOA staff teaching splits will access split classroom supports as is detailed in the contract.
- H. All new HOA staff will receive in house training in Canvas and Florida Virtual within the first week of the assignment.
- I. The teacher/student ratios for HOA will be equivalent to those in brick and mortar which are: K=26:1, 1-3=24:1, 4-6=28:1. For the 2021-22 school year, HOA teachers in grades 7-12 will be able access 8 hours of extended contract in collaboration with their principal for individualized assessments that exceed the work day and cannot be flexed.

#### **IV. Safety Conditions**

- A. The District will provide Personal Protective Equipment (PPE) in accordance with guidelines set forth In Ready Schools, Safe Learners, Section 2J, and local health authorities. Staff may use their own PPE if it complies with the aforementioned guidelines.
- B. Upon request, the District will provide KN95 masks to educators. Sufficient gloves, gowns, head coverings, and face shields will be provided for staff who are in programs that place them at increased risk or for any staff who requests such protections. Requests for plexiglass dividers may be made to building administration, and any denial of a request may be appealed to Risk Management. PPE will be made available for students who do not supply their own.
- C. The HSD safety committee shall serve as the COVID response team to implement, review and modify the agreed upon health and safety measures per HSD's Integrated Communicable Disease Management Plan. Before any changes to this document occur, HEA will have an opportunity to give input. Subsequent changes to this document will be shared with HEA.
- D. The District shall publish an implementation plan as it relates to COVID-19 health and safety protocols, including a "Response to Outbreak."

- E. The District's fall return plan will be communicated to educators assigned to a District worksite at least one full work week before staff are expected to report to that site.
- F. Safe Schools COVID-19 protocol and guidance will be followed with respect to self-health screening for COVID-19 symptoms for both students and staff. Individuals exhibiting symptoms of COVID shall be isolated in a dedicated location separate from the nurse's station until they can return home. COVID testing will be provided as required by and in accordance with RSSL requirements.
- G. The district will provide opportunities for staff to be COVID tested in accordance with "COVID-19 Testing in Oregon K-12 Schools".
- H. The District will provide hand sanitizer and sanitizing wipes in each classroom/worksite.
- I. Pre-approved cleaning supplies as requested by the educator will be provided.
- J. Educators will be notified of exposure within their room/work space in accordance with guidelines set forth by Washington County and ODE.
- K. If a student is symptomatic during the school day, they will be sent to the office/isolation room, given a temperature check and evaluated for symptoms consistent with COVID-19 or other communicable disease. If the student has symptoms that qualify for exclusion, then the parent is called. If concern is COVID-19, the student is referred to the School Based Health Center for testing. If a staff person is symptomatic during the work day, they will have the option to go to the SBHC for testing.
- L. There will be access to a designated, and frequently cleaned, staff-only restroom.
- M. Any room in which meals will be eaten will be scheduled for cleaning daily including vacuuming of floors and carpets.
- N. The District will enforce the provisions of the states' mask-wearing guidelines as set forth in RSSL.
- O. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to the identified workplace safety officer per the RSSL. The district will ensure that there is a protocol in place, per RSSL, that describes the steps for reporting and follow up. Employees may also submit complaints to OSHA as deemed necessary.
- P. The District is committed to providing a safe and productive environment for staff and students throughout the District. The District has worked toward optimizing building ventilation systems in order to best manage and mitigate risk associated with transmission of COVID. In support of this goal, the District will:
  - 1. Follow current guidance for ventilation and air quality set forth by the CDC and ODE;
  - 2. Follow CDC/ASHRAE guidelines for HVAC operation, including the maintenance of regular filter changeout schedules and periodic filter inspections;

3. Continue the ongoing upgrade of all filters that will allow MERV 13 and maintenance of airflow as recommended by ASHRAE Guidance for Re-opening Schools.
  4. The air exchange rate in all buildings will be 6 times in 1 hour, minimally.
  5. Adjust building HVAC outside air dampers such that their minimum damper setting meets recommended outside air infiltration rates per ASHRAE.
  6. Start HVAC systems two hours prior to buildings being occupied to bring fresh outside air into the building and operate HVAC systems continuously while the buildings are occupied and for three hours after occupation; and
  7. Conduct nightly purges to force air outside the building.
  8. For buildings or sections of buildings that cannot meet the MERV 13 recommendation, due to the air handler capacity, air purifying units which can mitigate COVID 19 spread will be provided for each classroom.
  9. For speech language pathologists, who must interact with students in small spaces and often without full masking, an air purifier will be provided upon request.
- Q. For licensed staff who do not otherwise qualify for an air purifier, elementary unit members can spend their annual \$100 on an air purifier. Secondary staff can request that building or department funds, up to \$100, be used towards the purchase of an air purifier for their workspace.
- R. Unit members who qualify for a vaccine exception from vaccination will be provided with air purifying units as soon as possible.
- S. Classrooms will not be designated for meals, unless needed due to bond work or preferred due to pre-COVID past practices. Any unit member with safety concerns may refuse to supervise lunch in the classroom.
- T. If a licensed staff person qualifies for a medical or religious exception and is unable to be vaccinated and has safety concerns about students eating in their classroom, the building administrator and staff person will collaborate to make alternative arrangements;
- U. When a student has an accommodation removing the mask requirement, consideration will be given for additional staffing support.
- V. If students do not have access to technology while on site, the district will provide such technology or accommodate for the lack thereof.
- W. There will be a dedicated isolation space, separate from the health room, within the worksite.

#### **IV. Evaluation**

Teachers won't be evaluated solely on whether kids wear their masks or wear them safely.

#### **V. Leaves**

- A. The District will allow the use of a COVID leave sick bank for the duration of the 2021-2022 contract year. The District serves a community interest by providing COVID leave to prevent sick employees from reporting to work.
  - 1. The bank will be seeded and maintained by the District.
  - 2. All licensed staff-who are vaccinated or-who qualify for a medical or religious exception will be eligible for leave from the bank.
  - 3. Staff's own accrued leave does not need to be exhausted in order to qualify for the bank.
  - 4. Staff may access up to eight (8) days from the bank before utilizing their own accrued paid leave.
  - 5. Reasons for accessing the bank include:
    - a. Eligible employee is subject to a quarantine or isolation order directed by Washington County Public Health or District health representatives.
    - b. Eligible employee is asked to return home by a District health representative and is awaiting results of a COVID-19 test.
    - c. Eligible employee has tested positive for COVID
    - d. The provisions of this section will be retroactive to the beginning of the 2021-22 school year.
- B. Educators who are unvaccinated by exception, or who are at increased risk for COVID-19 complications as defined by the CDC, or live with someone considered to be high risk, or who are unable to be vaccinated for a verified medical reason shall, upon notification to the District, be offered an interactive process for the purpose of determining whether a reasonable accommodation is available or may access the established leave provisions provided by the CBA and/or law. MOVED from Section 1 above.
- C. Any staff person who is not vaccinated and does not qualify for an exception will be permitted to take an unpaid leave of absence for the remainder of the school year. However, by February 1, 2022, if proof of vaccination is not provided or resignation letter has not been received by the Human Resources Department, their employment will be terminated for the 2022-23 school year.
- D. Any staff person who has received at least one vaccination shot before October 18 and is either waiting for the 2nd shot, or for the vaccine to reach its full efficacy per the manufacturer after October 18 may use up to three (3) accrued personal days, and after those are exhausted will be eligible for the HEA Sick Bank during any related period of leave. Otherwise the unit member will access unpaid leave between October 18 and the return to work.
- E. In all other cases, the District will provide leaves according to the collective bargaining agreement and state and federal laws.

## **VI. Miscellaneous**

- A. The District will discuss new state guidelines or exceptions to current on-site instruction with the Association as these changes occur.

- B. The District will maintain confidentiality in accordance with state and federal law with respect to all aspects of the state vaccination order.
- C. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect. This Memorandum shall expire on June 30, 2022 and shall not set precedent for any future action.
- D. HEA will have at least 24 hours to review all materials related to the District operating plan before it is shared with staff or provided to the building admin for operation.

For the District:

For the Association:

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Kona Lew-Williams  
Chief Human Resources Officer

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Jill Golay  
Hillsboro Education Association President

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Date

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