

MEMORANDUM OF AGREEMENT
BETWEEN
EUGENE SCHOOL DISTRICT 4J
AND
EUGENE EDUCATION ASSOCIATION

This Memorandum of Agreement (MOA) is entered into between the Eugene School District 4J (District) and Eugene Education Association (EEA or Association) to memorialize the agreement reached during expedited bargaining which the Association initiated in July 2020. The parties agree as follows:

1. Term and Miscellaneous Provisions

This Agreement takes effect on September 1, 2020, and applies only during the period(s) in which instruction is delivered primarily through a Comprehensive Distance Learning (CDL) or Hybrid instructional model during the 2020-21 school year, as provided in ODE Guidance (Sept. 2020).

This MOA will expire upon the change of the district's primary model of instructional delivery (other than Hybrid or CDL), on June 30, 2021, or the termination of the Governor's Declaration of Emergency related to COVID-19, whichever occurs first.

Neither party shall be in violation of this MOA if it is prevented from complying with it for reasons beyond its control including without limitation, compliance with revisions to ODE guidance or other regulation, executive order or statute. This MOA may be re-opened by either party during its term if Executive Orders, statute or regulation, or requirements by ODE, OHA or other state or federal agency are issued or enacted, and they conflict with or modify the terms of this MOA or render its performance unfeasible.

This Agreement will not establish any status quo conditions that govern beyond the expiration of the 2020-21 CBA. This Agreement is not intended to establish precedent for either party.

This MOA supersedes and modifies any conflicting or inconsistent terms of the 2020-21 CBA.

This MOA satisfies any bargaining obligation imposed by the PECBA regarding the district's delivery of instruction through primarily a CDL or Hybrid model and implementation of the *Ready Schools Safe Learners* Guidance. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically addressed herein.

2. Communicable Disease Management Planning

- a. The EEA President, Vice President and/or Uniserv Representative will participate in a monthly meeting with District leadership for the purpose of monitoring and providing feedback about the district's Operational Blueprint for Reentry. Association leadership will discuss questions and concerns about the district's Operational Blueprint for Reentry at monthly meetings with the 4J Superintendent and Human Resources Director, and in JCAC meetings.
- b. The district will continue to obtain feedback from at least two licensed 4J nurses about the district's COVID-19 Communicable Disease Management Plan. The district will provide Association leadership at least 48 hours notice and opportunity for comment before it publishes updates to the management plan on its website.

3. Health and Safety

- a. The district will provide hand sanitizer stations (with 60-95% alcohol-based hand sanitizer) at strategic locations throughout schools. The number of stations will depend on school size, but at minimum, 10 will be provided to elementary schools, 20 to middle schools and 30 for comprehensive high schools.
- b. Members who learn that a student is infected with COVID-19 or who suspect infection based on observed symptoms are to immediately alert their administrator and the school nurse. A poster reminding members of this protocol will be made available to teachers for placement in their classrooms or other working spaces.
- c. The district will provide members reporting to a 4J work site with two cloth face coverings upon request, will make disposable face coverings available in the event employees have forgotten to bring their face covering, and will provide clear plastic face coverings for staff required to wear them, or to employees who, due to disability, are unable to wear a cloth face covering. Medical professionals reporting to a 4J work site will be provided medical-grade personal protective equipment ("PPE") necessary to perform job duties, as required by ODE, OHA or OSHA.
- d. The district will provide an alternative workspace meeting physical distancing requirements for a member unable to use their regular workspace for preparation or unassigned time. If members are unable to take a duty-free lunch in their workspace, the district will provide space that meets ODE requirements for physical distancing.

4. Classroom Moves

When an administrator requires a member to move their regularly-assigned classroom to another location within the school or other 4J buildings to accommodate Hybrid instruction or in-person instruction during CDL, the member will be paid four (4) hours at their per diem rate. This provision is intended to support teachers required to move their entire classroom from one classroom to another within the school or other 4J building, and does not apply to telework.

5. **Common Planning Time**

The district will provide a minimum of two hundred and fifteen (215) minutes of common plan time on a weekly basis for members whose primary responsibility is direct instruction of students to engage in common preparation activities such as collaborative planning, team meetings, collaboration with specialists etc. Such time will be protected, meaning that administration will not schedule any other required activity during that time, other than IEP and 504 meetings, except for unusual circumstances.

6. **Individual Preparation Time**

- a. As provided in Article 10.1.5, all unit members shall be provided at least one period of preparation time during their work-day.
- b. As provided in Article 10.1.5.a. and 10.1.5.d, unit members shall not be assigned to supervise or instruct students during their preparation period. When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate.
- c. Articles 10.1.5.b and c are replaced with the following: "Each full-time elementary, middle and high school unit member will be assigned a minimum of five hundred (500) minutes of individual preparation time per regular five-day student week. No portion shall be smaller than twenty (20) continuous minutes."
- d. On some weeks of the year, there will be less than a full week scheduled for teachers or students, due to holidays, grading days, or break periods, or other reasons. When the instructional week is shortened, the daily individual preparation and any scheduled common planning time shall be the same as is normally provided based on the type of day worked. For example, at the high school level, when there is a three-day week, one day will be scheduled as an A day, one as a B day, and the third as instructional support, and teachers will receive the individual preparation and common planning times that they would normally receive on an A day, a B day, and on an instructional support day.
- e. Part-time members will receive pro-rated amounts, consistent with past practice.

7. **Case management**

Secondary classroom teachers of special education will continue to have an assigned case management period, which will occur on an A/B schedule. Elementary classroom teachers of special education will continue to have an assigned case management period daily

8. **Article 13.7.1**

Eligible SSD members who, having exhausted the IEP release days in Article 13.7.1.a and b, will be considered for additional day(s) upon application to their SSD administrator.

9. Recording

There will be no recording of live instruction without twenty-four (24) hours notice to the affected staff member. Such recordings are intended to be used for student instructional purposes, but may be used as part of just cause procedures. Teachers have discretion to choose to not post a particular recorded lesson as long as they otherwise provide the essential content and intended learning experience in a manner consistent with the original purpose for recording.

10. In-Service Week

- a. Article 10.5.3 provides that the first day of the scheduled work year shall be a teacher planning day. Notwithstanding this provision, the parties agree to move this protected teacher planning day from Tuesday, September 1 to Friday, September 4. In addition, the parties agree to move the planning day previously scheduled for Tuesday, September 8 to Friday, September 11.
- b. On September 9 and 10, full-time members will be provided with at least two (2) hours of uninterrupted preparation time.

11. Extra Duty

If any extra duty programs and positions are approved by the Superintendent or Director of Human Resources, and less than full programs are implemented, then stipends in Article 5 will be paid based on the quantifiable percentage of the program implemented. For example, if 1 elementary music concert is authorized instead of 2, the stipend will be 1% instead of 2%. If an athletics program is authorized and implemented, the parties will engage in expedited bargaining over the percentage of the stipend authorized in Article 5.

12. High-risk employees; Leaves and Benefits

- a. The CDC and OHA have identified certain characteristics or conditions that place an individual at increased risk for severe illness from COVID-19. Upon request of employee, the district will make a good faith effort to assign high-risk staff to available positions with minimal or no in-person student contact time for the 2020-21 school year, subject to the following.
 - i. The staff member must be licensed, qualified and endorsed for the position.
 - ii. The staff member must have made the request by September 1, unless the staff member is newly diagnosed with a qualifying condition during the 2020-21 school year.
 - iii. The staff member cooperates fully with documentation requests and communicates in a timely fashion with Human Resources.

- iv. Where no position is available, the district will provide written notice to the employee, place the employee on a wait list, and permit the employee to file for an unpaid leave within five days of the HR notice.
- b. Notwithstanding Article 9.3.1, which requires the submission of one-year, unpaid personal leave requests by March 15, any licensed employee may request an unpaid personal leave for the 2020-21 school year no later than September 1, 2020.
- c. As provided in Article 9.3.1.a, an attempt will be made to return the person to the same position or one of comparable status. Notwithstanding Article 9.3.1.b, a member who has taken a personal leave in the last three years is not precluded from applying for a personal leave under these provisions. Employees required by Lane County Public Health to quarantine due to exposure to COVID-19 will be permitted to telework.
- d. The district will allow employees to telework as provided in the district’s Teleworking Agreement for Non-Exempt Employees.

13. Faculty Meetings

The parties acknowledge that due to an anticipated increased need for information sharing during the COVID-19 pandemic, weekly staff meetings may be necessary. For the 2020-21 school year, Article 10.1.2 is changed as follows.

10.1.2 FACULTY MEETINGS: Building staffs will collaborate with the building administration to set a yearly schedule (including dates and times) of staff meetings. Members may be excused from a meeting for good cause and by prior approval of the administrator. Consideration will be given to mandatory online trainings and teacher evaluation goal planning. It is not the intent of this Section to require unit members to work beyond an eight (8) hour day. ~~Administrators and staffs are encouraged to regularly schedule no more than two (2) staff meetings per month.~~

14. Life Skills PPE

The district will provide two uniforms for Life Skills staff.

Eugene School District 4J

_____	_____	_____	_____
Mary Walston	Date	Cydney Vandercar	Date
Chair, Board of Directors		Superintendent	

OEA/ Eugene Education Association

_____	_____	_____	_____
Sabrina Gordon	Date	Peter Swinford	Date
President		Uniserv Representative, OEA	