

A MEMORANDUM OF UNDERSTANDING  
BETWEEN BETHEL ASSOCIATION OF CLASSIFIED EMPLOYEES (BACE), EUGENE  
EDUCATION ASSOCIATION (EEA), AND  
THE BETHEL SCHOOL DISTRICT #52 (DISTRICT)  
2021 – 22 SCHOOL YEAR  
**SEPTEMBER 29, 2021**

For the 2021 – 22 school year the parties agree to the follow infectious disease safety protocols and working conditions:

1. The District will require all students and staff, with the exception of individuals with medical exemptions, to wear face coverings per the directives provided by the Governor, Lane County Public Health (LCPH), Oregon Department of Education (ODE) or Oregon Health Authority (OHA). This compliance will include adherence to all masking and face covering orders issued as required.
2. The District will mandate for physical distancing of 3 feet between students, and 6 feet between adults and students, per ODE guidance, to the greatest extent possible.
3. In room Air purifiers will be available for staff who request them. Priority for distribution will be rooms that are known to be deficient in air circulation relative to a building's HVAC system. Air purifications assigned to any room will be of a sufficient number to cover the cubic footage of the room.
4. Student mealtimes will be taken outdoors when staffing and weather permits.
5. Should any staff member be directed by LCPH to quarantine after a workplace exposure, as determined by contact tracing, the District agrees to place such staff on Administrative Leave and staff will remain available for assigned work by the District throughout Administrative Leave.
6. The District shall maintain a personal leave bank for bargaining unit members. The purpose of the personal leave bank shall be to extend additional paid personal days to be used in the event of quarantine if a member's personal leave had been previously exhausted. Donations to the personal leave bank shall be District wide and any 2/3 of unused personal leave remaining at the end of the 21-22 SY shall be evenly returned to any member that donated to the bank and 1/3 will return to the District. For every two (2) days donated by employees the District will contribute one (1) day.
7. Teachers will not be required to simultaneously engage in digital and in-person instruction for the same class, unless that class is the only way for students to earn credit. This provision shall not be construed to limit the requirement that teachers place their

determined assignments and required class materials in the applicable learning management system within a reasonable amount of time.

8. Should an entire classroom or building be moved to Comprehensive Distance Learning (CDL), staff members will be given one day to prep for the transition. Classified staff will generally maintain their regular pay during such times of CDL and will be assigned.
9. The District will continue to provide staff with masks upon request. Other appropriate Personal Protective Equipment (PPE) including gowns and face shields will be provided to individuals or programs that utilize them.
10. The District and Associations will meet monthly with Bethel Administration. There will be a separate meeting for each bargaining unit.
11. Should a building include library time as a "Specials Rotation," an additional Educational Assistant (EA) will be assigned to the library to assist, if staffing levels allow.

This Memorandum of Understanding shall expire on June 30, 2022, with a return to the status quo as governed by the terms of the 2021 - 2022 collective bargaining agreement. This Memorandum does not serve to, nor in any way set precedence for future contract negotiations.

**For EEA:**

**For the District**

\_\_\_\_\_  
Curt Nordling, EEA Vice President    Date

\_\_\_\_\_  
Remie Calalang, HR Director                  Date

\_\_\_\_\_  
Amber Jackson, EEA Bargaining Co-Chair    Date

**For BACE:**

\_\_\_\_\_  
Pete Swinford, OEA UniServ Consultant    Date