

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

Eugene Education Association (Association) and the Eugene School District 4J (District) agree to the following measures to keep staff as health and safe as possible against COVID-19:

**A. Health and Safety Matters Generally**

1. Should the statewide indoor or outdoor face covering mandates that apply to schools and that are in effect as of the date of this agreement later be rescinded, the district will upon request from EEA meet and confer with EEA about whether the district will issue its own face covering rule. Any such request from EEA must be made promptly upon the announcement by OHA or other authority of that authority's intent to rescind its face covering rule.
2. The district has optimized ventilation systems in the vast majority of workspaces for licensed staff members, including all district classrooms. Should an individual member be assigned to regularly work in a space with an apparent lack of ventilation (such as a small office with no HVAC vent), the member may inquire with their supervisor about obtaining an air purifier from facilities. Facilities will determine whether the air circulation in a workspace is such that an air purifier is warranted and will provide air purifiers for such spaces. It is not the intention of this provision that rooms with adequate existing ventilation receive additional air purifiers.
3. Teachers will not be required to simultaneously engage in digital and in-person instruction for the same class. 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.
4. Should an entire classroom or building be moved to a distance learning format, teachers will provide asynchronous learning opportunities to students on a transition day in order to allow the teacher a day (or period as the case may be for secondary teachers) to prepare for the transition. Teachers will be provided two hours of preparation time as soon as possible but no later than October 15, 2021 in which to prepare these asynchronous lessons.
5. The parties agree that the district will implement the temporary paid leave program as reflected in Attachment 1 to this Agreement.
6. Members may use their sick leave when it is necessary for them to care for their child whose school or child care provider has been closed in conjunction with COVID-19, or to care for their child who is required to remain quarantined by directive of Lane County Public Health or the child's health care provider. This provision applies to members irrespective of OFLA eligibility.

**B. Vaccination Mandate and Policy**

1. Eugene School District 4J (District) and Eugene Education Association (EEA) enter into this agreement for the purpose of implementing Oregon's statewide COVID-19

vaccination mandate for teachers and school staff as reflected in Oregon Administrative Rule (OAR) 333-019-1030, and the district's policy that the requirements of OAR 333-019-1030 apply to all employees. The district and EEA agree that the following terms and conditions apply to the district's implementation of OAR 333-019-1030 and district policy requiring that all bargaining unit employees be fully vaccinated against COVID-19 by October 18, 2021.

2. Employees shall submit to Human Resources by 5:00 PM on October 5, 2021, proof that they will be fully vaccinated against COVID-19 by October 18, 2021. The deadline for submitting an exception request and documentation was September 13, 2021.
3. "Fully vaccinated" means having received both doses of a two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual's final dose of COVID-19 vaccine.
4. Employees who will not be fully vaccinated by 5:00 PM October 18, 2021 or who do not have a district-approved medical or religious exception by October 5, 2021, will be permitted to resign by emailing Human Resources of their intent to resign effective 5:00 PM on October 18, 2021; written notice of resignation must be provided via email to [hr@4j.lane.edu](mailto:hr@4j.lane.edu) or by a letter delivered to Human Resources, 4J Education Center, 200 N. Monroe Street, Eugene OR 97402 by 5:00 PM on October 5, 2021. Employees who do not submit proof of vaccination, have not made a timely request for a medical or religious exception, do not have an accepted exception, or who have not given notice of their decision to resign by the deadline of October 5, 2021 will, as required by law, no longer be permitted to be employed by the district. Should termination proceedings be initiated, employees will be placed on unpaid leave for a maximum of 6 weeks. It is understood that Human Resources may, in individual cases, adjust the deadline of October 5, as part of the interactive process.
5. Should an employee submit evidence of partial vaccination by October 18, 2021 and a plan to become fully vaccinated, the district shall permit the employee to take unpaid leave for a maximum of 6 weeks for the purpose of becoming fully vaccinated. The district shall not pay medical benefits during any such period of leave, and employees shall not be permitted to use accrued paid leave.
6. Human Resources may adjust the deadlines referred to in this Agreement as necessary to accommodate members on leave or to address exceptional and unforeseen circumstances.
7. The district will consider medical and religious exception requests to the vaccination requirement on an individualized basis in accordance with applicable state and federal laws. Employees are required to cooperate in the interactive process and to timely provide all requested documentation. If an employee requests that an Association representative be present at an interactive meeting, the district shall grant such request so long as it would not cause undue delay.
8. As required by law, the district will provide reasonable accommodations to employees who are granted a medical or religious exception to the vaccination requirement, while also taking reasonable steps to ensure that all staff and students are protected from contracting and spreading COVID-19.
  - a. Reasonable accommodations may include reassignments to vacant positions in distance learning or unpaid leave. The district will make a reasonable and good faith effort to ensure that educators with approved exceptions receive priority


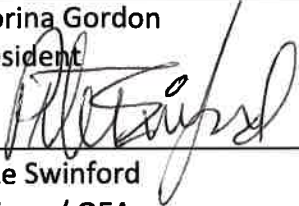
for placement in distance learning assignments. It is understood that the district is not required to transfer employees from current positions in distance learning as an accommodation or to create new positions.

- b. If no suitable placement is available, the employee may request or be placed on unpaid personal leave under the terms of Article 9.3.1. The requirement in Article 9.3.1 that employees work for three consecutive years prior to the grant of an unpaid personal leave shall not apply.
  - c. Nothing in this Agreement is intended to limit the district's right to determine whether an accommodation may pose an undue hardship to the district or whether granting an exception would create a direct threat to the health and safety of others.
9. Employees who are granted unpaid leave pursuant to the terms of this Agreement shall, by March 15, 2022, provide written notice to Human Resources of their intent to comply with district policy concerning vaccination against COVID-19, with or without accommodation, and return to work for the 2022-23 work year. Employees intending to return to work for the 2022-23 work year who are unable to receive vaccination and who continue to qualify for a medical or religious exception will cooperate with the district in an interactive process to determine appropriate accommodations for the 2022-23 year. Written notice may be provided in email to hr@4j.lane.edu or by a letter delivered to Human Resources, 200 N. Monroe Street, Eugene OR 97402. Failure to provide timely notice will constitute a resignation from district employment.

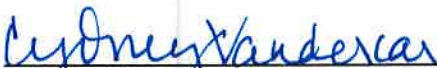
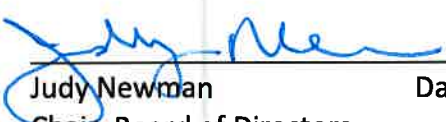
**C. Additional Terms**

- 1. This Agreement, once ratified shall be retroactive to August 30, 2021. It is understood that in order to comply with legal requirements, the district may begin implementation prior to ratification.
- 2. This Agreement expires on June 30, 2022 unless extended in writing by the parties.

FOR EUGENE EDUCATION  
ASSOCIATION

	<u>10-8-21</u>
Sabrina Gordon President	Date
	<u>10-11-21</u>
Pete Swinford Uniserv/ OEA	Date

FOR EUGENE SCHOOL DISTRICT 4J

	<u>10/13/21</u>
Cydney Vandercar Superintendent	Date
	<u>10/13/21</u>
Judy Newman Chair, Board of Directors	Date