

MEMORANDUM OF UNDERSTANDING

Between

SILVER FALLS EDUCATION ASSOCIATION

And

SILVER FALLS SCHOOL DISTRICT

2021 - 2022 School Year

The Silver Falls Education Association (SFEA) and the Silver Falls School District (SFSD) acknowledge and enter into the Memorandum of Understanding regarding the changed working conditions, leaves, work expectations, workload, working hours due to COVID-19. This Memorandum of Understanding expires June 30, 2022 or immediately upon the rescission of the Governor's Executive Orders related to the COVID-19 outbreak whichever occurs later.

Safety and Logistics:

1. The district must offer access to on-site COVID testing in accordance with OHA guidelines. (TA)
2. The district will honor requests for FMLA/OFLA leave when applicable and will also engage in a collaborative process with individuals based upon medical information to determine needed accommodations. The district will waive all regular timed notice (60 days, etc.) requirements to accommodate staff needs. Should other leave become available due to a state or federal program, the employee may be able to use this leave prior to using district funded leave as outlined in 3. (TA)
3. Sick Leave
 - a. In cases where the Local Health Agency or the District's Workers Compensation Carrier has made determination an employee has been diagnosed as having COVID-19 due to work-based exposure, the parties agree to use the District's standard procedure for handling Workers Compensation claims. The District will provide three (3) days of administrative leave and otherwise make employees whole. In the event a teacher is not identified as a close contact, but believes they contracted COVID-19 due to a work-based exposure, they can request their case be reviewed by the district healthcare team to determine whether it was a work-based exposure. (TA)

- b. The district will create a sick leave bank using donated employee sick leave, to be accessed by members experiencing COVID-19 symptoms, with a positive test result or a presumptive case confirmed by a medical provider. Access to the sick leave bank can occur only after the licensed staff member has exhausted their available leave. The district will match all donated days to ensure a robust leave bank is available. Donated days will be used first, with the district matching days used, if necessary. (TA)
4. If a licensed staff member is exposed to COVID-19 and is required by local health authority to quarantine, but can continue to work, that staff member will be allowed to work remotely as long as the administrator determines there is remote work available for the duration of their quarantine eliminating the need to use leave. If a mutual agreement can't be reached the parties agree to come together to find a solution. (TA)
5. Vaccine Mandate Language
 - a. The District shall allow up to two (2) days of administrative sick leave for employees who experience side effects after receiving the vaccine. (TA)
 - b. Employees who choose not to get vaccinated and who do not have an approved medical or religious exemption from vaccination will have their employment separated-from the District on October 18, 2021. The employee will receive a notice of separation. (TA)
 - c. Employees who are not vaccinated or have not received an approval for a medical and/or religious exception will be subject to the following process, which may end up resulting in the separation of their employment from the District. The parties agree this will be the sole process and is a replacement for any applicable provisions provided in the parties' collective bargaining where an employee does not comply with the mandatory vaccine requirement by October 18, 2021. (TA)
 - d. If an employee has not provided evidence of being vaccinated or received an approved medical and/or religious exception by September 27 2021 the employee will meet with the Superintendent to talk about the next steps. The employee will have the option of bringing a union representative with them to this meeting. (TA)
 - e. If an employee will not be considered fully vaccinated in accordance with the applicable administrative rules by October 18, 2021 the employee will be placed on unpaid leave effective at the end of the work day on October 18, 2021 until they are fully vaccinated. (TA)
 - f. If an employee is not fully vaccinated and has expressed no intention to obtain the necessary vaccination or seek a medical or religious exception and comply with the necessary accommodations the employee will be released from employment with the District and considered for purposes of this Agreement to be laid off. The parties acknowledge there is work available for the employee but the employee has not taken the necessary steps to remain qualified for employment with the District. The recall period in this limited situation will expire May 31, 2022. If the employee fails to become qualified (e.g. obtain the

necessary vaccination or qualify for a religious/medical exception and comply with the required accommodations) during this time period all recall rights shall cease. (TA)

- g. So long as this process has been followed there will be no appeal of the layoff or/and the decision will not be subject to the grievance procedure. (TA)
 - h. Employees who choose not to get vaccinated and who do not have an approved medical or religious exemption, as an alternative to termination, may elect to retire on any date prior to January 1, 2022. (TA)
6. The district will follow all guidance from the Ready Schools, Safe Learners, the ODE and OHA. This includes requirements regarding safe operation of school facilities and dictates the use of appropriate PPE, which the District will provide to educators working on-site. (TA)
7. Designate an administrator as COVID-19 Point of Contact within each building's safety committee to ensure compliance.
- a. School building reopening Teams will be meeting at least monthly to review any concerns or logistics surrounding the return to in-person instruction.(TA)
8. Communicate to the building representative, within one working day after receiving approval and direction by Local Health Authorities, any exposures within the district. Communication shall identify the building in which the exposure(s) occurred, the number of exposures, and whether the exposure was related to student(s), staff, or outside individual(s), i.e., specialists from other agencies, outside contractors, authorized visitors, etc. Nothing in this agreement limits the Association's right to information provided by law. (TA)
9. The district will provide: Provide appropriate workplace provisions of PPE as established by the Resiliency Framework, which will include Level 3 medical grade masks or with face coverings with insertable filters for staff who request them, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials as applicable. The District shall provide sufficient face coverings for staff and students and make them available at easily identified stations within the worksite. The District shall provide sufficient hand sanitizer and disinfecting wipes inside each classroom being used. (TA)
10. The district will provide eye protection for educators upon request. (TA)
11. Reopening teams will present cleaning and sanitizing plans to all staff. Sanitization between classes will not be the responsibility of licensed teachers.

Cleaning will not infringe on licensed teachers' contractual prep time. This provision is not intended to impact the regular cleaning and maintenance of the classroom that licensed staff either choose to do or have historically performed. Both parties agree to examine this issue throughout the 2021-2022 school year and will address concerns brought forward by any licensed teacher. (TA)

12. Lunch Times- Reopening teams will discuss and provide input on plans on how to implement student lunch times. Once a final plan is developed, it will be provided to all building staff. (TA)

13. Meetings can be held virtually (i.e., parent / student / caregiver/guardian, conferences, IEP's, PLC's, PD, staff meetings, etc.) upon request. If a meeting must be held in-person, RSSL guidance for safety will be followed. (TA)

14. The district will provide trained substitutes or class coverage when teachers are absent in accordance with a plan that prioritizes safety and continuity of learning. Absences must be entered into Absence Management in accordance with current contract language and district policy. The District is responsible for providing substitutes. The parties recognize the lack of substitutes created by the pandemic and the corresponding increase of workload. Every building will have a coverage plan in place by November, 1, 2021, for when substitutes cannot be acquired. The plan should include a standard operating procedure to follow with multiple levels of coverage. This should be a collaborative effort between administration and impacted staff. Substitute responsibilities assigned to a bargaining unit member will result in a commensurate reduction of duties by the building administrator. If unable to reduce responsibilities, one of the following compensation solutions will be implemented:

- a. Prep periods will be paid at the employee's per diem rate of pay. (TA)
- b. If any teacher takes on another class, they will receive their salary, plus extended contract pay for the time. (TA)
- c. Non-classroom teachers (Counselors, Media Specialists, TOSAs, etc.) may request compensation from their building administrator when the administrator is not able to reduce the bargaining member's workload. Compensation will be paid at the extended contract rate.
- d. Nothing in this agreement will waive the contractually protected prep period of any bargaining member. (TA)

15. Teachers will not provide simultaneous CDL and in person instruction, unless required by ODE. In the event CDL and in-person instruction is required by ODE, the District will provide all suitable technology support in order for the teacher to support students both in-person and at home. In the event this is required by ODE, the parties agree to meet to discuss what the delivery of instruction will look like. (TA)

16. Specialist Flexibility.

- a. While the District retains the right to assign, individual schedules and locations for licensed specialists will be flexible and agreed upon by the specialist, their immediate supervisor and the building rep to reduce exposure for those individuals. (TA)
- b. Individual schedules and locations for licensed specialists who work in multiple buildings will be agreed upon between the specialist, the SpEd Director, and the SFEA specialist rep. (TA)
- c. Licensed staff whose work requires them to be maskless will have the option of requesting workplace modifications to address their concerns. This can include additional barriers, videos, or virtual meetings. (TA)

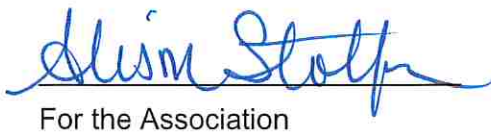
General Provisions

Should the district be required to revert back to Hybrid or CDL during any point in this school year, the parties agree to meet within 48 hours to review Hybrid or CDL MOUs in order to develop a new MOU. This does not prevent a demand to bargain should additional changes be necessary. (TA)

Nothing in this MOU should be construed as waiving or eliminating any other provisions of the parties' collective bargaining agreement. That agreement shall remain in full force and effect, unless a provision in this document addresses a circumstance specific to Hybrid learning, in which case this document will be applied. In the event the parties identify any other potential areas of conflict with the reopening of schools, the District and SFEA agree to meet and collaborate on any needed solutions to those conflicts, or bargain under ORS 243.698.


For the District

Jan. 13, 2022
Date


For the Association

1/13/22.
Date
