

A MEMORANDUM OF UNDERSTANDING  
BETWEEN EUGENE EDUCATION ASSOCIATION (EEA) AND  
THE BETHEL SCHOOL DISTRICT #52 (DISTRICT)  
2020 – 21 SCHOOL YEAR  
SEPTEMBER 24, 2020

For the 2020-2021 school year, the parties agree to the following:

**RE-OPENING - HYBRID AND ON-SITE INSTRUCTION**

Opening buildings to Hybrid or otherwise in-person instruction will be dependent upon Lane County meeting the most current “Ready Schools, Safe Learners: Community Health Metrics” and any and all accompanying related guidance, including, but not limit to “Ensuring Equity and Access.” Once health metrics are met, and the Superintendent has made the decision to move into hybrid learning, the parties agree to implement transition plans which will include “professional learning for staff, communication for students and families, and thoughtful timelines for staff and families to adequately prepare for shifts to new models,” Implementation of the Transition Plan will not be less than two weeks from the time the Superintendent announces the decision to move into hybrid learning for the District.

**MONITORING**

Association Leadership shall meet on a weekly basis, as schedules permit, with District Leadership, to review topics, questions, revisions or concerns related to the ODE-required Operational Blueprint for Reentry and/or Disease Management Plan. The District will, in a timely manner inform the Association of changes in either document that have a direct effect on staff.

**HEALTH AND SAFETY**

1. The District and school teams will develop and implement systems and protocols to ensure students are provided support and instruction for expected behaviors and consistent self-regulation including, but not limited to, physical distancing and mask usage and response protocol to student non-compliance, to ensure health and safety requirements continue to be met. Any school team shall be comprised of at least half licensed employees. Staff will follow required components in Ready Schools, Safe Learners guidance for support students who are dysregulated, escalated and/or exhibiting self-regulatory challenges. ODE guidance requires that staff cannot discriminate against or discipline a student for their inability to wear a face covering.
2. The District will provide Personal Protective Equipment (PPE), including but not limited to face coverings and gloves, as required by ODE and OHA Guidance.

Staff who routinely come in contact with bodily fluids or secretions shall be provided gowns upon request. Shields shall be provided upon the request of a member.

3. The District shall provide access to handwashing, OHA recommended hand sanitizer and disinfecting supplies throughout a building.
4. Staff and student desks and other seat spaces shall be arranged so that staff and students' physical bodies are six feet apart while maintaining 35 square feet per person, to ensure space reserved for entrances and exits, teaching and learning, and hygiene spaces/stations.
5. Each learning space shall have protocols and processes clearly posted for staff to follow if they either learn of a student being infected with COVID-19 or suspect infection based upon observed symptoms. Each staff member will be provided training and will be responsible for knowing and implementing the District's safety and health protocols, including but not limited to employee and student exposure protocols. Staff shall follow all HIPAA and FERPA requirements for maintaining the confidentiality and dignity of staff and students.
6. Worksite access shall be limited to students and staff (building, itinerant, guest teachers, and other staff who move between buildings, etc.), contract service providers (counseling services, custodial or maintenance, etc.) partner providers (student teachers, DHS staff, etc.), essential staff, or anyone who has been pre-approved by a building or District administrator.
7. The District will make available spaces that comply with required health and safety protocols for staff to take scheduled preps and lunches.
8. Building staff will implement a regular cleaning and sanitizing schedule that meets required ODE and OHA guidance. The schedule for each building shall be posted in that building.

### **HIGH-RISK EMPLOYEES**

Staff who identify as high-risk based upon guidelines provided by ODE and OHA may request accommodations that allow them to meet the essential functions and duties of their job and could include alternative work location or leave.

## **COVID-RELATED LEAVE AND BENEFITS**

1. Staff who are eligible and utilize extended FFCRA leave may use accrued sick leave to supplement FFCRA leave benefits.
2. Staff whose children are affected by a COVID-19 related closure of a school or daycare may request, and will be considered for, accommodations such as flexible scheduling or telework. Any request for accommodation will not negatively impact school or district programs and will not disrupt students' education.
3. Members who are charged with delivering instruction will not be assigned sanitation and cleaning duties beyond hygiene maintenance in their own rooms, in common spaces, and of high touch areas (e.g., surfaces and tables), and shared resources (e.g., office supplies and products).

## **HYBRID AND COMPREHENSIVE DISTANCE LEARNING GENERAL CONDITIONS**

### **During Comprehensive Distance Learning:**

1. The EEA Article VI, Preparation Time, will be amended as follows:  
Each full-time elementary, middle and high school unit member will be assigned a minimum of four hundred eighty (480) minutes of individual protected preparation time per regular five-day student week. No portion shall be smaller than twenty (20) continuous minutes. Preparation time shall be prorated for weeks containing less than 5 workdays.
  - a. COLLABORATION TIME  
  
The district will provide a minimum of one hundred and twenty (120) minutes of collaboration 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.
2. Gatherings (staff meetings, trainings, etc.) will be held in-person when social distancing standards and health and safety protocols can be met. Staff working in or supporting CDL instruction will not be required to report to their

physical building. Staff not reporting to their workplace must have their duties and/or assignment pre-approved by their supervisor. Administrators may require staff to report to a building on an ad-hoc basis for student services or to meet instructional needs.

3. Parent/Teacher conferences, 504 and IEP meetings, and any other parent meetings shall be held virtually. If a family does not have the technological capacity to participate virtually in a meeting, and no technology fix can be provided, or a family requests a meeting to be in-person, then meetings will be held in-person with strict adherence to social distancing and masking, and any other hygiene protocol.
4. Evaluations of staff members shall take the new instructional models into account. Evaluations will rely upon existing standards and expectations.
5. Article XXVIII, Extra Duty, will be revised to reflect the following:
  - a. All Extra Duty stipends will be suspended until the District has determined if the position or program is approved. The District will make this decision on a quarterly basis, on October 1, January 1 and March 1. If a program or activity is approved, then staff assigned to support that program or activity will receive 25% of the stipend, to be paid out over the months between the dates decisions are made. The District reserves the right to cancel a program or activity immediately, and suspend stipend payment, if staff assigned to support these programs or activities violate District Health & Safety protocols or guidance provided by ODE, OHA, OSAA or other state governing bodies.
6. The District's Transition plan from CDL to in-person shall include one (1) workday to provide adequate time for professional learning for staff, physical transitioning, and classroom preparation. There shall be no synchronous or asynchronous content delivery within that day.
7. Release time for Special Education staff under Article V Work Schedules Section F, will increase to six (6) days for the life of this MOU or the 2020 – 21 School Year. All other conditions under Article V, Work Schedules, Section F apply.
8. Recording of live instruction will be used only for student instructional purposes.