

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MT. ANGEL TEACHERS ASSOCIATION AND MT. ANGEL SCHOOL DISTRICT**

This agreement is between the Mount Angel School District (District) and the Mount Angel Teachers Association (Union), together, “the parties.” The existing collective bargaining agreement remains in full effect. The District and The Union together recognize the impact that the COVID-19 crisis has on students and parents we serve, the educators who work with students every day, and the greater community. The parties agree that the school year will begin using a comprehensive distance learning model, and when conditions allow, and after bargaining, transition to some form of in-person education.

The parties agree to the following modifications to the collective bargaining agreement:

1. This MOU is intended for the limited period of time during which the District is operating in Comprehensive Distance Learning (CDL) pursuant to Executive Orders due to the COVID-19 outbreak and this Agreement will terminate immediately upon the rescission of the Governor’s Executive Orders related to the COVID-19 outbreak.
2. Invite building level union leadership to building level meetings where planning and modification of work and instructional models are being discussed.
3. The District will provide workplace provisions of PPE for employees that are required to report to work during an epidemic or pandemic. PPE will include face coverings, face shields, handwashing stations, hand sanitizer, sanitizing wipes and other cleaning materials. If an employee believes they do not have the necessary PPE to safely perform the duties of their position, or they do not believe that they have had the proper training to properly utilize such safety equipment, they may request the District to review their PPE and provide training. Employees may use their own PPE if it meets the guidelines of ODE, OHA or a Governor’s order. The District will make hand sanitizer, soap and water or other materials to maintain sanitation available at each work site.

If an employee has a medical condition that impacts their ability to wear the necessary PPE, or they would like different or additional PPE, the employee may request a meeting with the Superintendent and they will provide medical documentation to the District before the meeting. The District will schedule a meeting and will discuss how the employee may be accommodated.

4. If an employee needs leave employees will use leave in accordance with the current collective bargaining agreement including an enhanced Leave Donation Program (Article 14.E.) as outline below. Should other leave become available due to a state or federal program, the employee may be able to use this leave prior to using contractual leave. Employees accessing

leave under the FFCRA or other state or federal programs that pay less than full pay may supplement will be handled in accordance with District policy (FMLA/OFLA).

5. For the period of CDL professional educators will have the option to provide instruction from their classroom or their home with a backdrop of their classroom. If a professional educator opts to work from home they will comply with the following expectations: (a) educators will not be responsible for oversight, care and/or instruction of family members including children during work hours; (b) they will have a dedicated work space that is free from distractions of pets, family members within the house, others within the household and disruptive noises. If the educator is unable to meet these expectations they will return to working on site. Building principals retain the option of assigning off site educators one (1) day a week where they will be required to work on-site. During limited in person instruction administrators may require individual educators to report on sight to provide instructional support for individual or cohorts of students. Once the District starts hybrid instruction, educators will be expected to be on-site during student instructional time. If an educator is working from home the District will make reasonable efforts to give educators at least 24 hours' notice prior to needing them to provide on-site instruction. However, the parties recognize there will be situations where this is not possible and the educator will need to report on-site without the prior notice.

6. The District agrees to clarify and communicate expectations for performance specific to the CDL and Hybrid Learning models. Expectations will be bargained with the Union if it is either a mandatory subject and/or impacts a mandatory subject. While the current evaluation system will remain in use during the 2020-21 school, summative scores will not be implemented.

All educators on the LEAP model will advance one step.

7. Educators will access substitutes in the same manner as they normally would. In addition, use of teachers as substitutes will be consistent with the parties' current collective bargaining agreement.

8. If the District decides to offer Limited In-Person Instruction during Comprehensive Distance Learning, the District will seek qualified volunteers first. However, if no qualified employee volunteers the District can assign an employee who is qualified to provide the instruction and/or services which are needed. If the educator has concerns about providing limited in person instruction they may request a meeting with the Superintendent to discuss the concerns and possible solutions.

9. The sick bank shall be modified for professional educators to use after leave is exhausted and there is a remaining need for leave for COVID-19 related leave, illness and/or quarantine purpose. Members can donate up to a total of up to 8 days per person to the bank.

10. When an employee has an ADA qualified disability, which affects their ability to perform the essential functions of their job duties the following procedure will be implemented:

- a. The District shall discuss with the employee accommodations that would allow the employee to work on site.
- b. The employee will provide appropriate documentation from their medical provider to the District.
- c. The District shall consider work that might be able to be done remotely.
- d. If the employee qualifies, and the District is unable to make an accommodation the employee may utilize OFLA/FMLA or applicable leave laws/provisions, including the Families First Coronavirus Response Act.

11. Employees who reside with a high risk family member and has concerns about returning to work may request a meeting with the Superintendent and the Union president to discuss potential work modifications in an effort to address their concerns.

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. In the event the parties identify any other potential areas of conflict with the reopening of schools, the District and MTA agree to meet and collaborate on any needed solutions to those conflicts, or bargain under ORS 243.698.

This Agreement is non-precedent setting or to be used to establish a past practice. All provisions of the current collective bargaining agreement which have not been modified by this MOU shall remain in force. Any issues arising from this MOU will be resolved through the normal contractual grievance procedure.

In accordance with ORS 243.702, in the event any words or sections of the memorandum of understanding are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, or by statute, then upon request of either party the invalid words or sections of the memorandum of understanding shall be reopened for negotiation. The remainder of the memorandum provisions shall not be affected. This memorandum constitutes the sole and entire existing agreement between the parties and expresses all obligations of, and restrictions imposed upon, the District and the Union. The memorandum is subject to amendment, alterations, or additions only by a subsequent written agreement between and executed by the District and the Union. A waiver of any breach, term or condition of the memorandum by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

The terms of agreement will be effective upon the signature of all parties.


 Mt. Angel Teacher's Association President

 Mt. Angel School District Representative

Date 11/16/2020

Date 11/9/2020