

MEMORANDUM OF AGREEMENT BETWEEN  
SPRINGFIELD SCHOOL DISTRICT NO. 19 AND  
SPRINGFIELD EDUCATION ASSOCIATION

**2020-2021 Hybrid and Comprehensive Distance Learning**

The parties to this agreement, The Springfield Education Association ("Association") and the Springfield Public Schools ("District") hereby enter into this Memorandum of Agreement ("MOA"), which is incorporated into the parties' 2019-2021 collective-bargaining agreement, to address issues pertaining to the COVID-19 Pandemic and required hybrid and comprehensive distance learning. Whereas the parties seek to minimize the spread of COVID-19; protect students and teachers, and the public; and establish educators' rights as it relates to hybrid and comprehensive distance learning, the parties agree as follows:

**1. Leaves of Absence, Article VI**

**a. High-Risk Designations**

- i. Unit members who have submitted a high-risk designation to the District will use paid leave accruals, including sick leave and/or personal leave, beginning with the first day the unit member is unable to report to work as a result of the high-risk designation.
- ii. Upon exhaustion of all paid leave accruals, unit members will be placed in an unpaid leave status, unless they qualify for sick leave bank as outlined below.
- iii. Unit members may rescind their high-risk designation at any time by contacting the Director of Human Resources.

**b. COVID-19 Related Leave Requests**

- i. Unit members who request a COVID-19 related leave to the District will be provided with the paid leave entitlements outlined in the Families First Coronavirus Response Act (FFCRA).
- ii. Unit members may then use paid leave accruals, including sick leave and/or personal leave to make up the difference between FFCRA leave and the employee's regular pay.
- iii. If the unit member does not want to utilize paid leave accruals to make up the difference, they will be unpaid for that difference.
- iv. If a unit member has exhausted all available FFCRA leaves and remains unable to return to work, they will be permitted to use paid leave accruals, including sick leave and/or personal leave. Upon exhaustion of paid leave accruals, unit members will be placed in an unpaid leave status. Unit members may rescind their request for COVID-19 related leave at any time by contacting the Director of Human Resources.

**2. Sick Leave Bank, Article VI.D.I**

**a. High-Risk Designations**

- i. Upon exhaustion of all paid leave accruals, unit members who are otherwise eligible for the sick leave bank and have submitted a high-risk designation to the District will be allotted a total of thirty (30) workdays of sick leave bank, prorated based on FTE. Unit members may rescind their high-risk designation at any time by contacting the Director of Human Resources, at which time they will be returned to a regularly paid status and no longer use the remaining balance of their thirty (30) day sick leave bank allotment.
- ii. The maximum number of sick leave hours in the bank to be used for employees designated as high-risk during the 2020-2021 school year shall not exceed six-thousand (6,000).
- iii. The District will notify the Association once the six-thousand (6,000) hours have been fully allocated to unit members.
- iv. The District and the Association agree to waive the requirement that members must have been on unpaid leave for five (5) days before accessing sick leave bank for any member that has submitted a high-risk designation to the District and has exhausted all paid leave accruals.

**b. Long-Term Illness and/or Catastrophic Injury**

- i. Notwithstanding the added access to sick leave bank for high-risk employees, the District and the Association agree to follow current contract language for any application related to a long-term illness or a catastrophic injury.

**3. Preparation Time, Article IX. G**

- a. Article IX.G.1 - On Wednesdays during both hybrid instruction and comprehensive distance learning, certified staff will have four (4) hours not including lunch for self-directed preparation time. This prep time can be performed at home or at school depending on the availability of the building (see MOA #13).
- b. In order to provide time for elementary licensed staff to prepare, elementary administrators will make every effort to NOT schedule meetings before or after school except in the case of IEP meetings. It is expected that all meetings will occur during the district/building directed hours on Wednesdays.
- c. Article IX.G.2.a - For the duration of the 2020-2021 school year, the requirement of one-hundred (100) minutes during the student contact day will be put in abeyance.

**4. Snow Days, Article IX.F**

- a. If all schools that are meeting in person are closed due to inclement weather (Article IX.F.1) then schools that are teaching in a comprehensive distance learning model, including SPS Online, will also be closed.

**5. Parent Conferences, Article IX.K**

- a. During both hybrid and comprehensive distance learning, the need for parent communication is greater. To facilitate increased communication, the District has scheduled "Office Hours" and may include additional time during the district/building directed hours on Wednesdays for targeted parent contact/conference time.

## **6. Insurance**

- a. COVID 19 tests ordered by Lane County Public Health (LCPH) or a physician will be covered by insurance.
- b. Once a vaccination is available, any cost of the vaccination will be covered by insurance. The District will have no obligation to determine the availability of any vaccination.

## **7. Right to Return**

- a. The District and the Association agree that unit members will be returned to their assigned 2020-2021 contracted position, under the following conditions:
  - i. **Return to Comprehensive Distance Learning**
    1. In the event that the District transitions from in-person/hybrid instruction to comprehensive distance learning, unit members who have submitted a high-risk designation or have submitted a request for COVID-19 leaves will be returned to their assigned position and will not be required to use paid or unpaid leaves, beginning with the first day of working in the comprehensive distance learning model.
  - ii. **Rescinding High-Risk Status or COVID-19 Related Leave Request**
    1. If a unit member rescinds their high-risk designation or COVID-19 related leave request, they will be returned to their assigned 2020-2021 contracted position, either in-person or online, based on the model assigned to their respective school and assignment.
    2. Unit members shall rescind high-risk designations and/or COVID-19 leave requests by contacting the Director of Human Resources.
  - iii. **Reassignment to SPS Online**
    1. If a unit member is reassigned to SPS Online, either through the reasonable accommodation process as provided by the Americans with Disabilities Act (ADA) or through a transfer process, they will remain in the SPS Online position for the duration of the assignment but no longer than the duration of the 2020-2021 school year.
  - iv. **Return from Leave of Absence (Not COVID-19 Related), Article VIII.E**

1. Any unit member returning from a leave of absence not related to COVID-19 (high-risk or COVID leaves) will be assigned to a position substantially equivalent to the one held at the time said leave commenced as outlined in current contract language. (See Article VIII.E and Article VIII.F)

**v. Reduction in Staff, Article XXII**

1. The District will follow current contract language regarding reduction in staff resulting from lack of funds to continue educational programs at anticipated levels or resulting from adjustment of classes due to administrative decisions.

**8. Notice of Intent to Return, Article VIII.G**

- a. Unit members on a paid or unpaid leave as a result of high-risk designation or COVID-19 leave request through the end of the current school year (or without a designated end date) must deliver to the District written notice of intent to return to employment for the subsequent school year in accordance with Right to Return language of this MOA (#7). Written notification must be received by the Human Resources Office no later than April 1 of the school year the leave is taken. Failure to deliver timely notice will constitute resignation of employment effective the date notice was due.
- b. The Human Resources Office will send an electronic reminder of the April 1 deadline to the licensed staff member on leave. Electronic reminders will be sent on or before March 1, to the last address provided to the Human Resources Office in writing by the licensed staff member. The electronic reminder is a courtesy. Failure of the District to meet the March 1 deadline does not excuse the employee from missing the April 1 deadline to declare their intent to return.

**9. Evaluation, Article XVIII.F**

- a. For the duration of this agreement, the District and the Association agree to follow the current contract language regarding evaluation of staff, with the following changes:
  - i. No unit member will be placed on Directed Goals or a Plan of Improvement without the written approval of both the Director of Human Resources and the Assistant Superintendent of Instruction.
  - ii. Videos created by unit members for the purpose of instruction through distance learning will not be used in performance evaluations.

**10. Personal Protective Equipment, Article XV.H**

- a. All required PPE (masks, gloves, gowns, face shields) will be provided for certified staff. Hand sanitizer and tissues will also be available in work spaces.

- b. Unit members may use their own PPE if it meets the guidelines of CDC, OHA, ODE, or a Governor's order. All face coverings must be appropriate for the school and workplace setting.

#### **11. Safety, Article XVIII.D**

- a. The District and the Association agree that all unit members are responsible for following all safety protocols and procedures put in place by the District related to COVID-19. If any employee refuses to follow the PPE guidelines agreed upon between the parties, the employee may be subject to discipline.
- b. In the event that a student engages in disruptive or threatening behavior related to COVID 19, unit members will follow the processes outlined in Article XVII.H.

#### **12. Access to Schools, Article XVIII**

- a. Certified staff will have access to their building along with the supports of regularly provided supplies, printers and scanners, etc. unless LCPH or the State of Oregon quarantines the space. In the event of a return to quarantine, staff may request help for printing and scanning from the Print Shop.
- b. Staff in the comprehensive distance learning model may choose to work from home or from school (their classroom or a district-provided space). All staff have this choice during the staff-directed portion of Wednesdays.

#### **13. Classroom Moves, Article XIV. D**

- a. Classroom moves are defined as full and permanent moves initiated by administration. They do NOT include a requirement to teach in two or more separate locations.
- b. If a teacher is required to teach in more than one room, the District will make every effort to provide a cart to assist in the movement from one location to another.

#### **14. Involuntary Transfers**

##### **a. SPS Online Positions**

- i. In the event that an SPS Online position becomes available, the District will first engage in interactive process meetings with unit members who have submitted high-risk designations (self, medical) to the District in accordance with the Americans with Disabilities Act (ADA) to fill the vacancy.
- ii. If additional SPS Online vacancies exist beyond the number of medically high-risk staff available, the District will follow the Involuntary Transfer process in Article XIX.C. for transfers required throughout the 2020-2021 school year. The transferred unit member will be returned to their previous position no later than the end of the 2020-2021 school year.

#### **15. Professional Development**

- a. Article XXI.B.1-2 are held in abeyance for the 2020-2021 school year.

**16. Supplemental Pay and Apparel Service, Article XV**

**a. Supplemental Pay**

- i. Any unit member that has been assigned a supplemental pay position will be compensated for actual work performed as outlined in the current agreement. The District will not compensate unit members for supplemental pay if the work is not being performed as a result of COVID-19 restrictions.

**b. Extended Contracts**

- i. The District will compensate unit members for extended contract days in accordance with the current agreement. The District will not compensate unit members for extended contract days unless work is being performed.

**17. Athletics/Activities, Appendix A**

- a. The District and the Association agree that all stipends included in Appendix A of the current agreement will be paid if and when the work is performed. In the event that a stipend included in Appendix A is not assigned to a unit member as a result of COVID-19 reasons, the District not be required to pay the stipend.

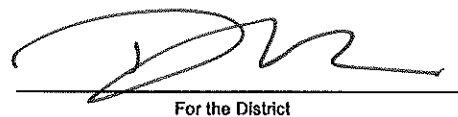
**18. No Strike, Article IV**


- a. Any member who violates Article IV (No Strike) shall be unpaid for the days they are out and may be subject to discipline in accordance with Article IV.

All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect. Any dispute regarding an alleged violation, or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the collective bargaining agreement between the two parties. This Memorandum of Agreement shall not set precedent for any future actions.

This Memorandum of Agreement shall become effective upon the signatures of the parties, and shall expire on June 30, 2021. Dated this 31st day of August, 2020.

  
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For the Association

 8/31/2020  
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For the District

 8-31-2020  
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For the Association