

Novel Coronavirus (COVID-19)
Memorandum of Agreement March 2020

This agreement is between the Three Rivers School District (District) and the Three Rivers Education Association (TREA) and Southern Oregon Bargaining Council (SOBC).

1. **Duration.** At this time, the anticipated duration of this Agreement is from **April 1 2020 through June 11th 2020.**
2. This Memorandum of Agreement (MOA) may be reopened for renegotiation upon any of the following:
 - Executive Orders or rules are issued that conflict with or modify the terms of this MOA.
 - The federal government issues mandatory regulations or statutes that contradict or that modify the terms of this MOA.
3. **Conflicting Provisions.** This MOA shall supersede any conflicting provisions in any existing collective bargaining agreement or past practice between the parties for its duration. Including, but not limited to, Article 14, section F.
4. **Requirements of Governor's Executive Order No 20-08.** In accordance with the Governor's Executive Order No. 20-08, the District, in order to receive allocations from the State School Fund during the closure period, will "continue to regularly pay all employees." The District will require all school employees "to report to work to assist with the provision of supplemental services and emergency management activities." The District will assign work to be done by individual employees, either remotely and/or on site, in compliance with requirements of the Oregon Health Authority. Nothing in this MOA shall be construed to limit the district's right to assign work; provided, however, the district will not require employees in at-risk categories or who have an at-risk member of their household, to report to work on-site. Work assigned shall be in compliance with the Governor's Executive Order No. 20-08, Paragraph 4 and subsequent additional Governor's Orders and ODE Orders requiring distance learning starting April 13, 2020 through June 10th, 2020.
5. **Insurance and Other Benefits:** In addition to salary, "regularly pay" shall include District regular payments to PERS, extra duty stipends for the time worked, and insurance. Employees shall continue to accrue leave during the duration of the school closure. TREA dues will continue to be collected.
 - a. Extra Duty Contracts will be suspended until schools and activities resume. Extra duty contracts that are funded by student participation fees will be prorated and paid through March 31st and will be terminated at that time. Extra duty contracts that are tied to year long commitments and classroom activities are continued to be paid as scheduled.
6. **Teleworking:** It is the parties' intent to have as many employees telework as possible and follow CDC and OHA guidelines for social distancing to reduce the risk of contracting COVID-19. Only when necessary for the job function shall an employee be expected to report to a worksite.

- a. Employees who telework shall establish work assignments and scheduling with their immediate supervisor. To the extent available, the District shall allow teleworking employees to use District equipment and supplies needed to perform job duties, as much as possible.
 - b. When employees are unable to fulfill the work requirements for non-COVID-19 related conditions, employees will use appropriate paid time, sick leave, personal leave, FMLA/OFLA leave, or any other type of leave to which they are otherwise entitled under the collective bargaining agreement and will be entered into absent management system.
7. **Providing Supplemental Learning:** During the emergency closure due to the coronavirus, all employees shall be available to provide supplemental activities and support, and distance learning opportunities as required by the Governor's Executive Order and by Oregon Department of Education. No work expectation shall exceed seven and a half hours in a day.
 - a. The District, after consultation with TREA, shall provide written guidance on what work it expects employees to perform during this period. The written guidance shall conform to this memorandum. TREA shall be allowed to preview the written guidance prior to its dissemination to bargaining unit members.
 - b. The district will provide training on technology or electronic platforms that are being utilized to conduct virtual meetings, necessary for distant learning, or needed for remote working situations.
 - c. Employees shall use the written guidance identified in section (a) to individually and collaboratively plan supplemental learning and distant learning opportunities for the duration of the closure.
 - d. Employees shall individually and collaboratively plan the week's supplemental learning with supports and distance learning expectations for their students with their grade-level or subject-matter colleagues. District and School Collaborative Teams will have designated time for planning the week's supplemental learning and distant learning and notify their principal of the designated time.
8. **Scope of Supplemental Learning and Distance Learning For All:**
 - a. Employees shall work within District and Oregon Youth Authority (New Bridge) guidelines to provide supplemental and distance learning opportunities.
 - b. If employees need to use their personal phones to contact students or parents, the district will be responsible for providing directions for blocking their personal phone number or will provide a different phone number that can be used without identifiable information. Staff can use *67, Google Voice, Zulu, or other district provided secure applications which give staff a phone number that can transfer through a voicemail transcription or other safety features. The district would provide training for any staff that request it for these options.
 - c. Employees may checkout a mobile device for use in working remotely.

- d. The supplemental learning and distant learning opportunities shall not attempt to replicate a classroom experience.
 - e. Workload for employees during the student closure period shall not be greater than their normal workload. Employees shall not be required to make home visits.
 - f. Staff evaluation will be suspended for the time period (March 13th to June 10th) of the closure and distance learning will not be evaluated. Employees will be expected to follow ODE guidelines around Distance Learning For All.
9. **Non-Student Contact Days:** The District shall designate at least a half a day of clerical time for April 10th, 2020 in which employees shall reconcile grading from the 3rd quarter time period of January 27th to March 13th. Grading guidelines will be communicated as part of TRSD's Distant Learning Plan by April 8th, 2020. For Newbridge, staff will continue with current provisions and practice for all Clerical Days and grading periods unless required changes are proposed due to Executive Order, Federal order, or OYA regulations. June 11th will be clerical time for the 4th quarter.
10. **Emergency Paid Leave:** During the school closure, employees shall not be required to use their accrued sick leave for an absence related to COVID-19 as defined below. However, employees needing emergency paid leave when they are prevented from working (including teleworking) due to qualifying reasons, must be in an approved leave status. Employees will notify Human Resources of their need for emergency paid leave and will be provided notice of their approval within 24 hours. Qualifying reasons for emergency paid leave include:
1. Employees who are experiencing symptoms consistent with a COVID-19 infection and are seeking a diagnosis, or who have been advised by their health care provider to self-quarantine. Employees under a quarantine or isolation order by local, state or federal authorities.
 2. Employees who need to take care of a family member who has been diagnosed, who is at *high risk, or is experiencing symptoms consistent with a COVID-19 infection, or who is subject to a quarantine or isolation order by local, state or federal authorities.
 3. Employees who need to stay home with a child whose school or place of care has closed due to the coronavirus.
 4. Employees whose immune systems, or who have someone in their household who is at high risk, may be compromised for various medical reasons and may not be eligible for telework.
- *A high-risk group is someone who falls under or has any of the following:
- Anyone 60+ years of age
 - Pregnant women
 - Lung disease, including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen
 - Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and treatment such as chemotherapy or radiation, receiving an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV with a CD4 count <200)
 - Blood disorders (e.g., sickle cell disease or on blood thinners)

- Chronic kidney disease
- Chronic liver disease
- Current or recent pregnancy (in the last two weeks)
- Diabetes, or other endocrine disorders
- Metabolic disorders (such as inherited metabolic disorders and mitochondrial disorders)
- Heart disease (such as congenital heart disease, congestive heart failure and coronary artery disease)
- Neurological and neurologic and neurodevelopment conditions

Each of these are current guidelines as of 4/1/20. These could be modified based on OHU/Center For Disease Control modifies its definitions and will be reevaluated by TRSD HR and TREA Leadership should any recommendations change

11. **Evaluation:** The parties agree that Teacher Observations as described in the Professional Growth Handbook, will be held in abeyance and employees will not be evaluated during the duration of this agreement. Any incomplete evaluations/observations/goals shall not be utilized nor completed in the end of year evaluation process. Further, any Focused Goals and Plans of Assistance shall be held in abeyance during the duration of this agreement.
 - a. Probationary Teachers: End of year evaluations will be completed for all teachers in Probationary status. Standard 11: Student Learning and Growth Goals will not be evaluated.
 - b. Contract Teachers will meet with their administrators prior to June 11th to discuss positives and areas of growth.
12. **Notice of Exposure to Risk**—Employees will be encouraged to inform the district if they test positive for the COVID19 Virus. The district will notify staff whenever possible while following all Oregon Health Authority, CDC, Local and Federal guidelines, and any other HIPPA requirements.
13. **Additional Executive Orders.** The parties acknowledge that the Oregon Governor may issue additional Executive Orders and agencies may issue emergency rules that impact this MOA. The parties agree that, if Executive Orders or emergency rules are issued that conflict with or modify the terms of this MOA, the District shall not be acting in violation of this MOA by complying with such Executive Orders or emergency rules.
14. **Waiver.** The parties agree that this MOA satisfies any bargaining obligation imposed by the PECBA regarding the decision and impact of the terms and conditions of employment that are addressed above.
15. **Non-Precedent Setting.** This MOA will not establish any precedent.

The parties agree to meet on an as needed basis to resolve any issues that arise from this

MOA, the plan for eventually reopening schools, or any other impact on working conditions from the COVID-19 mandatory school closure.

If the academic year extends beyond June 12, 2020, the parties will meet to bargain the impact, if any, of such days



For the District

5-14-2020

Date



For TREA

5/14/20

Date

For SOBC

Date