

MEMORANDUM OF AGREEMENT

BETWEEN

EUGENE EDUCATION ASSOCIATION

AND

EUGENE SCHOOL DISTRICT 4J

This Memorandum of Agreement (MOA) is entered into between the Eugene School District 4J (District) and Eugene Education Association (EEA or Association) for the purpose of establishing an emergency sick leave bank associated with COVID-19.

1. **PURPOSE.** The District and the Association acknowledge their mutual interest in supporting staff who become ill with COVID-19 and have exhausted their sick leave. The parties agree that the district will implement the 4J Emergency COVID-19 Sick Leave program as reflected in Attachment 1 to this agreement.
2. **TERM.** This MOA takes effect upon ratification and expires on July 1, 2023.

FOR EUGENE SCHOOL DISTRICT 4J

 9/20/22

Maya Rabasa Date
Chair, Board of Directors

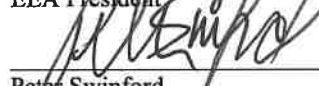
 9.20.22

Dr. Andy Dey Date
Superintendent

FOR EEA

 9-20-22

Sabrina Gordon Date
EEA President

 9/20/2022

Peter Swinford Date
UniServ Consultant, OEA

**Attachment 1:
4J Emergency COVID-19 Sick Leave
2022-23**

Qualifying Reason for Leave

Access to the 4J Emergency COVID-19 Sick Leave may be granted to employees unable to work (including telework if assigned to telework) in the following circumstance:

- (1) The employee has a positive COVID-19 diagnosis; and
- (2) The employee has exhausted their sick leave.

Eligibility

To be eligible to access the 4J Emergency COVID-19 Sick Leave:

- The employee must be employed by the district in a regular, benefits-eligible position. In addition, eligibility extends to non-benefits eligible employees in regular-status positions covered by the OSEA collective bargaining agreement.
- For employees represented by a bargaining unit, there must be a signed, ratified agreement extending the program to the applicable bargaining unit. This program does not include coaches, seasonal employees, substitutes, or unrepresented temporary staff.
- The employee is not presently receiving long-term or short-term disability benefits through OEBC or other third-party supplemental insurance program.
- The employee is not applying for or receiving unemployment compensation or Workers Compensation payments for the time off due to isolation or experiencing COVID-19 symptoms.
- The employee is fully cooperative with Human Resources in providing all information requested and in providing a PCR Lab result confirming their COVID-19 diagnosis. A home test will not meet the eligibility requirements.
- The employee has followed district notification protocols meaning that they notify their supervisor and stay home if they have a confirmed diagnosis of COVID-19.

Benefit

- Pay continuation for up to 5 days total during the 2022-23 year, at the employee's regular daily rate. The days need not be consecutive.
- After exhausting all available their sick leave and the available 5 days of Emergency COVID-19 Sick Leave, eligible employees experiencing a serious COVID-19 related health condition may request an award of an available contractual sick leave bank in accordance with the terms of the applicable labor contract.
- After an employee has exhausted all paid leave, any award from the contractual sick leave bank, and is or about to be in unpaid status, additional leave of up to 5 days may be provided at the HR Director's discretion based on extraordinary circumstances. For purposes of this program only, paid leave includes Emergency COVID-19 Sick Leave, sick leave, sick leave bank award (if applicable), vacation time (in excess of 40 hours), personal days and compensatory time.

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2022-23

Process

The employee must cooperate with and follow directions provided by the district's COVID-19 Administrator. This will include a requirement to submit a PCR Lab Result confirming a diagnosis of COVID-19, provide all required documentation and information requested and follow all required steps to obtain approval for leave.

Any denial of leave under this program may be appealed to the Assistant Superintendent for Operations whose decision shall be final.

Duration of Program

- The district has authorized 5,000 hours for the Emergency COVID-19 Sick Leave program for the 2022-23 year. The district in its sole discretion reserves the right to continue the program should the 5,000 hours be exhausted, through all available means including sick leave donation.
- This benefit is intended to be available through June 30, 2023 only.
- The district may terminate or modify the program at any time if:
 - The leave bank is exhausted.
 - The district determines in good faith there is a reason to do so.
 - Law is enacted providing or requiring some or all of the benefits provided by this program.