

MEMORANDUM OF AGREEMENT

This agreement is entered into between the Redmond School District ("District") and the Redmond Education Association ("Association").

Background:

The District notified the Association of its intent to implement Operational Blueprints for return to school in the Fall that comply with the Oregon Department of Education's (ODE) guidance. The Association demanded to bargain over items that impacted our current collective bargaining agreement. This MOA addresses subjects related to the Comprehensive Distance Learning (CDL) context. The District and the Association acknowledge that a portion of the bargaining unit may be working in a CDL format, while another portion of the bargaining unit is working in an in-person instructional context.

The parties agree to the following:

Article 16 Teaching Hours and Conditions

The provisions set forth in the bell schedules that were made available to staff on August 31, 2020 will be in effect. The District reserves the right to adjust the bell schedules only as necessary to meet any new ODE guidance.

The District will allow licensed staff to work remotely during comprehensive distance learning. The District reserves the right to call an employee to work on site with 24 hours of notice and for any duration, until the employee and the administrator agree that the issue is resolved. Phone or email contact constitutes notice. The District reserves the right to require that an employee report to work on site if the District determines that an employee working remotely results in a hardship to the District.

Article 17 Teacher Work Year

The 2020-21 work calendar shall include up to 173 student contact days. Three workdays will be provided during August/September Inservice Week. Licensed staff will not be required to work in buildings on these three workdays, but will be expected to attend remotely.

School Improvement Wednesdays will not occur during Comprehensive Distance Learning.

Article 29 Maintenance of Classroom Control

This provision addresses the unique circumstances of student management while in online instruction.

A teacher has the right to mute a student from audio, or block the student's video or chat access when, in the judgment of the teacher, a student is, by his/her conduct, seriously disrupting the instructional program to the detriment of other students. These actions do not constitute removal from access to the instructional environment. The teacher may also remove the student from the online classroom temporarily if muting the student's audio, or blocking the student's video or chat access does not resolve the disruption. If a removal occurs, the teacher will notify the building administration at the end of the class period, and a meeting with a building administrator, teacher and parent will be scheduled to address the concern.

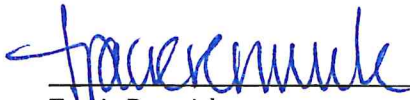
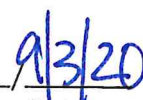
The District and the Association agree to hold regular meetings during the school year.

This MOA is in effect in response to the unique conditions due to the COVID-19 pandemic and Oregon Department of Education's guidance requirements. This MOA will remain in effect for the duration of Comprehensive Distance Learning, or until ODE guidelines are revised and require that the District make adjustments to its plans. To the extent any provision in this MOA conflicts with any provision(s) of the collective bargaining agreement, this MOA will control and supersede such provisions. All other provisions in the collective bargaining agreement that are not expressly modified by this MOA shall remain in full force and effect.

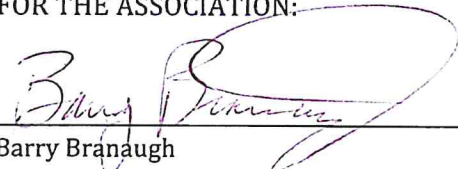
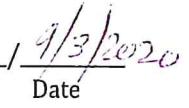
This MOA will only be effective for any period of Comprehensive Distance Learning throughout the 2020-21 school year, and will have no force and effect during any hybrid or in-person instructional model. To the extent this MOA departs from the normal policy, contractual or statutory provisions, it is intended to supersede such policies and provisions and act as a non-precedent setting, one-time-only arrangement binding on the REA and the District. The parties agree that this MOA is a complete resolution to all issues implicated by the Comprehensive Distance Model for the 2020-21 school year for which the District is required to bargain with the Association. This agreement will expire on June 30, 2021.

The parties have voluntarily executed this MOA, and, to the extent required, by the authority of their board of directors or membership.

FOR THE DISTRICT:


Tracie Renwick

Date

FOR THE ASSOCIATION:


Barry Branaugh

Date