



LANE EDUCATION SERVICE DISTRICT

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EQUITY COMMITMENT LEADERSHIP COLLABORATION INTEGRITY

Memorandum of Understanding

The LANE EDUCATION SERVICE DISTRICT Board of Directors (hereinafter referred to as “District”) and LANE COUNTY EDUCATION ASSOCIATION (hereinafter referred to as “Association”) hereby agree to the following in relationship to implementation of vaccine mandate for teachers and school personnel during the 2021-22 fiscal year:

1. Effective August 19, 2021 employees will be provided paid time off staff to obtain COVID 19 vaccination.
 - a. Time off for obtaining COVID 19 vaccination must be scheduled at a time that does not interrupt classroom instruction and subject to supervisor approval.
 - b. When necessary to avoid program disruption, supervisors may authorize additional work time for the purpose of obtaining vaccination.
2. In the event that an employee has gotten at least the first vaccination by the October 18th deadline, and is awaiting a scheduled second vaccine dose, or has received the second vaccination but has not achieved full vaccination status, the employee will be placed on temporary unpaid leave until such time as they have achieved full vaccination status but no later than December 3rd. If permitted under the rule employees may access applicable paid leave before moving to unpaid leave status.
3. Employees who have not provided proof of full vaccination or received approval for a vaccine exception, or received their first vaccination as described in paragraph 2, will be placed on unpaid leave effective October 19, 2021.
4. The ESD will establish a COVID19 leave pool with 2,500 hours for the 2021-2022 fiscal year. Such hours can be used for the following purposes: an employee’s adverse reaction to first or second COVID 19 vaccination; illness due to COVID19, the requirement to quarantine due to COVID19 exposure; awaiting test results due to COVID19 symptoms; the need to care for a family member in the immediate household with COVID19, in quarantine or awaiting test results and who is unable to care for themselves.
 - a. To access the pool the employee must have first used 5 days of from their own sick leave for COVID related absences or have exhausted their sick leave; access to the pool will be coordinated with Worker’s Compensation benefits, PERS disability benefits and short or long term disability benefits.
 - b. Except as provided in 4.f., the maximum that an individual employee may draw from the pool is 10 days.
 - c. Employees are not required to repay the COVID19 leave pool.
 - d. Employees must provide a written request to access the COVID19 leave pool along with associated documentation (e.g. vaccination dates, instruction to quarantine, confirmation of COVID19 illness). The request may be made at any time during the year that the employee has

used 5 days of from their own sick leave for COVID related absences or has exhausted their sick leave resulting in unpaid leave status.

- e. Employees may submit a request access to the pool for COVID related absences not specifically anticipated above for consideration.
 - f. To minimize employee leave without pay, hours remaining in the pool will be allocated to employees who have applied to the pool and continue to have unpaid leave even after accessing the pool.
 - g. All requests to access the pool must be made by within 30 days of the employees last working day of the 2021-22 fiscal year.
5. In the event that an employee is directed to quarantine in a manner not consistent with the OHA/ODE or Lane County Public Health guidance, such leave will not be charged against the employee's paid leave.
6. Employees with vaccine exceptions who are assigned remote work as a method to mitigate risk and maintain safety in the workplace, will be provided 30 day notice of placement on unpaid leave in the event that the District no longer has a remote work assignment and safety considerations continue to prevent an in person assignment.
7. LCEA and the ESD agree to confer in June 2022 regarding conditions that might warrant extension of this agreement including a replenishment of the pool up to 2,500 hours or modifications based on implementation of this agreement.

EXCEPT as modified in this Memorandum of Understanding, the 2019-23 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Association has this Memorandum of Understanding to be signed by its President and Negotiations Chair, and the District has caused this Memorandum of Understanding to be signed by its chairperson, on the dates indicated.

LANE COUNTY
EDUCATION ASSOCIATION

BY: 
Co-LCEA President

BY: 
Co-LCEA President

DATE: 10-4-21

LANE EDUCATION SERVICE DISTRICT

BY: 
Lane ESD Chairperson
VICE

DATE: 10.05.2021