

MEMORANDUM OF UNDERSTANDING
Between
Oregon School Employees Association Chapter #104
and
Southern Oregon Education Service District

1. **Parties:** The parties to this Memorandum of Understanding are the Southern Oregon Education Service District (“District”) and the Oregon School Employees Association Chapter 104 (“OSEA”).
2. **Purpose:** This MOU addresses (1) the pending ULP filed by OSEA in Case No. UP-059-21; (2) concerns of sign language interpreters within the OSEA bargaining unit related to assignment of duties the interpreters believe are outside their job duties; and (3) how the SOESD will treat all employees who are asked to perform job duties for students that involve a) delegated medical tasks such as tube-feeding, and b) toileting, as that term is defined in OAR 411-015-0006(6)(c).
3. **Duration:** This MOU is in effect through June 30, 2024, concurrent with the 2022-2024 collective bargaining agreement between the parties.
4. **ODE Guidelines for Sign Language Interpreters:** The parties recognize the Oregon Department of Education (ODE) Guidelines for “Educational Interpreting for Students Who Are Deaf” (“ODE Guidelines 2021”) as the authoritative source of guidelines for the roles and responsibilities of sign language interpreters (“SLI”) in the educational setting, including employment with the SOESD. While recognizing that “. . . the primary purpose of educational interpreting services is to facilitate communication access, related roles and responsibilities are appropriate. It is not uncommon for students who are young in age, delayed in development or unfamiliar with interpreting services to require additional support directly from the educational interpreter.” (ODE Guidelines 2021 p. 7). A copy of the ODE Guidelines 2021 is attached and incorporated in this MOU.
5. **Duties as Assigned:** The ODE Guidelines provide templates for SLI job descriptions that contain “other duties as assigned”, similar to SOESD SLI’s. SLI are part of a team of professionals that serve K-12 deaf and hard of hearing (“DHH”) students, and “may be expected to support the general safety, productiveness, and operations of the school...including duties unrelated to interpreting.” (ODE Guidance 2021 p.19). However, there are limitations to this support:
 - a) A SLI may not be expected to routinely provide direct correction to student behavior. (ODE Guidance p. 19)
 - b) A SLI should not be expected to supervise classrooms. (ODE Guidance p.19)
 - c) Special consideration must also be given to ascertain that these additional duties do not have the potential to interfere with the need for educational interpreting services. (ODE Guidelines p. 19)

6. **Interference with the Need for Educational Interpreting Services:** A SLI is not required to perform, or volunteer to perform, any duties that would substantially interfere with the students' access to the auditory environment.
7. **Delegated Medical Procedures:** No OSEA bargaining unit member shall be required to perform a delegated medical task such as tube feeding a student without (a) appropriate training from a nurse, and (b) verification from the nurse that the bargaining unit member has been properly trained.
8. **Bodily Fluid Stipend:** Any bargaining unit member whose duties involve handling or cleaning up a student's bodily fluids (a "Contact") (Blood, vomit, urine or feces) shall be entitled to a prorated annual stipend of up to \$750.. Employees who have regular Contact two (2) or more times per month documented by a supervisor are eligible for this stipend. Payment of this stipend will be issued in June.
9. **Grievances:** No grievances may be filed by OSEA or its bargaining unit members under this MOU except in the following circumstances:
 - a) SOESD supervisor or administrator requires a bargaining unit member to perform a delegated medical procedure as described in paragraph 7 above when the bargaining unit member (a) has not been properly trained by a nurse, and (b) has not been approved by a nurse to perform the delegated medical procedure.
 - b) a SOESD supervisor or administrator requires a SLI to perform a duty to support the general safety, productiveness and operations of a school that would interfere with students' access to the auditory environment. .
10. **Unfair Labor Practice Complaint:** On December 2, 2021 OSEA filed an unfair labor practice complaint against the District with the Employment Relations Board in Case No. UP-059-21 ("Complaint") In that Complaint, OSEA alleged that the SOESD failed to bargain the assignment of Educational Assistant duties to SLI. OSEA further alleged that "the District has since reversed course after the Association raised objections and has stated it will not require these employees to perform EA duties." The parties agreed to hold the Complaint in abeyance while they engaged in successor contract negotiations. The Complaint is still pending.
11. **Successor Negotiations:** The parties have engaged in successor bargaining for over 150-days, including bargaining over the issues in the Complaint. This MOU represents the bargained agreement relating to the issues raised in the Complaint.
12. **Dismissal of Complaint:** OSEA agrees to dismiss the pending Complaint in Case No. UP-059-21 with prejudice.

13. Labor Management Problem-Solving: Any issues involving bargaining unit members who have concerns or problems involving delegated medical procedures or "duties as assigned" in their job description that interfere with the primary purpose of their job (e.g., SLI engaging in non-interpreting duties for their assigned students) shall be raised in a Labor-Management meeting with the SOESD.

For the District:

For the Association:

Southern Oregon ESD Board Chair Date

President, OSEA Chapter #104 Date

Southern Oregon ESD Superintendent Date

Rep. Oregon School Employees Association Date