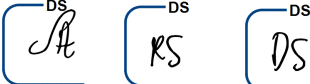


**Memorandum of Agreement**  
**Between**  
**NWRESD and NWEA**  
**for Face-to-Face Instruction During the COVID-19 Crisis**

The Northwest Regional Education Service District (the “District”) and the Northwest Education Association (the “Association”) hereby agree to the following Memorandum of Agreement (MOA) for the purpose of setting forth the terms regarding the delivery of instruction and meeting vaccination requirements. This agreement was developed in accordance with Governor Kate Brown’s emergency orders and Oregon Department of Education (ODE) guidance under the Ready Schools Safe Learners Resiliency Framework (RSSL-RF) - or the Early Learning Division’s Health and Safety Guidelines for Child Care and Early Education Operating During COVID-19 (ELD) for early learning settings.

The District and the Association hereby agree to the following in order to assure the safety and well-being of all students, families, and staff:

1. **Vaccinations**: The District will require all staff, contractors, and volunteers to be fully vaccinated by October 18 unless they apply for, and receive, an approved medical or religious exception by following the process outlined by Human Resources.
  - a. Staff will be required to either provide a copy of their complete vaccination card or to provide information as requested by the District to determine whether the employee qualifies for an approved religious or medical exception.
  - b. Applications for medical and/or religious exceptions must be submitted to Human Resources no later than September 24.
  - c. Notwithstanding the above, an employee who has received at least one shot but will not be fully vaccinated by October 18, may request additional time to complete the vaccination process by making a request to Human Resources. In the event the request is granted, the employee will be on unpaid leave from October 18 until the employee provides documentation that they are fully vaccinated.
2. **Testing**: The District will make readily available COVID-19 testing as follows:
  - a. In District-operated facilities, such testing will be available for symptomatic staff and for the age-levels for which it is recommended for students.
  - b. For staff working in component school district or partner facilities, the District will ensure partners follow RSSL-RF guidelines and make readily available COVID-19 testing for symptomatic staff and the age-levels and circumstances where required for NWRESD students.



- c. For staff with documented and HR approved medical or religious exceptions/accommodations. Staff will be required to test weekly, with HR checking in about taking the test.
- d. Staff who fail to test as required, or who are untruthful with the testing information, will be disciplined, up to and including dismissal.
- e. If staff are working off site and become symptomatic during the work day, they will have access to obtaining an antigen test from their supervisor.

**3. Air Quality:**

- a. The District will ensure that each worksite in NWRES D facilities meets the Oregon Occupational Safety and Health (OSHA) safe workplace ventilation conditions: optimization of outside air to the extent the system can do so when operating as designed; air filters are maintained and replaced as scheduled to ensure the proper function of the ventilation system; and, all intake ports that provide outside air are cleaned, maintained and remain clear of any debris that may affect the function and performance of the ventilation system. The District will strive to identify and implement other means by which air quality can be improved such as the purchase and use of portable dry fogger systems to reduce viruses and mold. In District classrooms or shared workspaces that do not have access to outside air being drawn in, or where the current filtration system is not drawing adequate levels of outside air, the District will either relocate the employee to a workspace or classroom that meets OSHA guidelines or provide a HEPA-grade air purifier for the shared workspace or classroom the employees are stationed in.
- b. For staff working in a component school district or partner facilities, the District will ensure they meet the OSHA safe workplace ventilation conditions as stated above. For staff who believe their classroom is not adequately ventilated per OSHA, staff will report their concerns to the immediate District supervisor with the goal of ensuring a swift remedy with the hosting district/partner. In these circumstances, District staff may work remotely as approved by their supervisor, or in another space as directed that meets OSHA standards, until the District confirms the ventilation standards meet OSHA standards.

**4. Transition:** In the event the District decides to change the mode of instruction the following will occur:

- a. The District will notify employees as soon as practical and provide an additional one (1) working day of preparation time.
- b. Any training required will happen outside of the allotted preparation time.



- c. Any materials or equipment the District requires due to the change in mode of instruction will be provided to the employee at no cost to the employee.
5. **Personal Protective Equipment and Supplies:** The District will provide sanitizer in every workspace and approved face coverings for every student and staff involved in face-to-face instruction/service.
- a. Sufficient quantities of sanitizer shall be available at all times and in close range to all identified instructional areas to permit regular sanitizing of hands and surfaces.
  - b. Face coverings will be of types recommended by the US Center for Disease Control (CDC)<sup>1</sup>, and will be of sufficient quantity so that the wearers will be able to replace their face coverings as frequently as necessary to maintain effectiveness.
  - c. The proper wearing of face coverings will be required of all staff and students, except as otherwise recommended by the CDC.<sup>2</sup> Staff will be trained on the proper wearing of face coverings. Individuals for whom masks are not appropriate will be provided other effective face coverings, if at all possible.
6. **Social Distancing, Cohort Limitations:** The parties understand that the rules regarding Social Distancing and Cohort limitations, as set forth in RSSL-RF, are minimum standards; the parties will engage in on-going discussions, pursuant to paragraph 13, regarding the application of those rules. Early Learning settings will adhere to ELD guidelines. Procedures will be established and communicated to Association bargaining unit employees which will provide for anonymous
7. reporting of concerns and responses to those concerns. Notwithstanding the confidential nature of these reports, the Association will be advised of such reports as well as actions taken.
8. **Work Schedules, Workloads, and Preparation Time:** The District will ensure the following:
- a. Preparation time as defined in Article 6.A. of the CBA will be provided for all staff will be provided in a space which is safe, regularly cleaned/disinfected, and otherwise free from interruption.

1

<https://www.cdc.gov/coronavirus/2019-ncov/more/masking-science-sars-cov2.html>

2

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-cover-guidance.html#feasibility-adaptations>

- b. The District will ensure staff has the prep time defined in the CBA when assigned to onsite and online services. It is understood when simultaneous instruction is needed, the district will make efforts to make additional support staff available.
9. **Paid Leave – Quarantine & Isolation:** In the event an employee is ordered to quarantine by the District, the Local Health Authority, or their healthcare provider, the following will apply:
- a. Employees who are not ill may be assigned duties consistent with their quarantine status.
  - b. The employee who is ill shall utilize paid sick leave. In the event that an employee would deplete their available sick leave to less than 10 remaining sick days due to the COVID Pandemic, the District will make available up to an additional ten (10) days paid leave towards restoring the balance they had prior to taking the leave.
  - c. In no case shall the District’s normal insurance contributions for the employee be reduced during any leave from work due to an ordered quarantine or isolation due to COVID-19.
10. **Information Provided to Association:** The District will provide to the Association within ten days of the signing of this MOA the following:
- a. The identity of the single point-person designated at each NWRESA facility to establish, implement, support and enforce all RSSL-RF/ELD health and safety protocols, including face coverings and physical distancing requirements, consistent with the guidance from ODE and other guidance from OHA. Staff working in partner school district facilities will report concerns to their immediate supervisor or via the anonymous reporting of concerns procedure identified in Section 7.
11. **Modifications to Memorandum:** The District and the Association understand that this Memorandum does not address all the potential issues that may arise in the 2021-22 school year. The District or the Association agree to meet to resolve any unaddressed issues that arise.
12. **Duration:** This memorandum is in effect for the 2021-22 school year and expires June 30, 2022.
13. All other provisions of the Collective Bargaining Agreement, unless modified by this agreement, shall remain in effect as written.



9/15/2021



9/15/2021



9/15/2021