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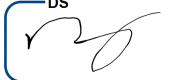
Memorandum of Agreement
Between
NWRESD and NWEA
for Face-to-Face Instruction During the COVID-19 Crisis

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, state mandates, 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 (receiving one Johnson & Johnson or two Moderna or Pfizer vaccinations) 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. Staff members with approved vaccine exceptions may be reassigned in the interest of safety for students at the district’s discretion.
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 or if recommended by a district nurse.
 - 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, or if recommended by a district nurse. For staff with documented and HR approved medical or religious exceptions/accommodations. Staff may be required to test weekly and will follow the process outlined by Human Resources. Staff who fail to test as required, or who are untruthful with the testing information, will be disciplined, up to and including dismissal.
3. **Air Quality:**
 - a. The District will ensure that each worksite in NWRESD facilities meets the Oregon Occupational Safety and Health (OSHA) safe workplace ventilation conditions:

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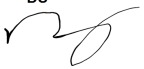


optimization of outside air to the extent the system can do so when operating as designed; air filters are maintained and replaced as scheduled to ensure the proper function of the ventilation system; and, all intake ports that provide outside air are cleaned, maintained and remain clear of any debris 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 days 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)¹, 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.

¹ <https://www.cdc.gov/coronavirus/2019-ncov/more/masking-science-sars-cov2.html>

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- c. The proper wearing of face coverings will be required of all staff and students, except as otherwise recommended by the CDC.² 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, Early Learning Division related guidance documents, or successor documents, are minimum standards; the parties will engage in on-going discussions, regarding the application of those rules. Procedures will be established and communicated to Association bargaining unit employees which will provide for anonymous 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.

7. **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.
 - 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 – Isolation:** In the event an employee is ordered to isolate 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 isolation 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 5 remaining sick days due to the COVID Pandemic, the District will make available up to an additional five (5) 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 isolation due to COVID-19.

10. **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.

² <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cloth-face-coverguidance.html#feasibility-adaptations>

11. **Duration:** This memorandum is in effect for the 2021-22 school year and expires June 30, 2022.
12. All other provisions of the Collective Bargaining Agreement, unless modified by this agreement, shall remain in effect as written.

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Sarah Andrews 18/2022
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Rikkie Schley 18/2022
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Second-Language Stipend Memorandum of Understanding

NWEA Article 20:

20.12 Second Language Stipend Pay

- A. The parties acknowledge the growing population of English learners in our region, The parties further acknowledge that the ability to speak a second language is a benefit in providing quality educational services to our diverse student population.
- B. Annually, the District shall look at home language data from the 20 districts in the NWRES D service area to determine the three most spoken languages other than English. Data for the 2020-21 school year reflects that Spanish, Chinese, and Vietnamese are the three most spoken languages in our region.
 - a. The District shall look at the home language data above every fall, and notify NWEA no later than September 15. The information will be published for all employees in the next Monday Memo.
 - b. If the language a member is receiving the stipend for is no longer within the top three most spoken languages in the first school year after the survey, the member will continue to receive the stipend; however, will be notified by the District that the language is no longer within the top three languages in the region.
 - c. If the language a member is receiving the stipend for is no longer within the top three most spoken languages in the second school year after the survey, the member will continue to receive the stipend; however, will be notified by the District that the language is no longer within the top three languages in the region and that if the language is not within the top three languages by the next September 15, the member will no longer receive the stipend
 - d. If at anytime within the two years, the language emerges back in the top three languages, the process resets.
- C. Proficiency shall be determined by a standardized test, arranged by the HR office and conducted by a qualified assessment service provider. Employees who speak one of the three identified languages shall request a proficiency test by the 1st of the month. Submission of passing language assessment needs to be submitted to the payroll department by the 10th of the month, in order to be added to the following payroll.
- D. For 2021-22 this \$1000 stipend shall be paid in the October paycheck to allow time for identification of members and for the conducting of proficiency testing. In subsequent years, this shall be the September paycheck annually.
- E. Once proficiency is established for any member, assessment is not required annually.
- F. For the 21-22 school year, if a member was hired after the proficiency test window closes (December 31st). The member may receive a prorated stipend if they attest to language proficiency in one of the identified languages. In the event the member fails to pass the proficiency test in the 22-23 school year, the member would be required to pay back the previously received stipend.

This Memorandum of Understanding is in place until a subsequent collective bargaining agreement is reached. All other provisions of the collective bargaining agreement not changed by this agreement shall remain as written.

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Sarah Anderson 5/18/2022

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DocuSigned by:

Rikkie Schlegel 5/18/2022

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