

# **SIUSLAW SCHOOL DISTRICT 97J**

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School District Website: <http://www.siuslaw.k12.or.us>

"Home of  
the Vikings"

***Motivating and Preparing All Students to Reach Their Greatest Potential***

Siuslaw Elementary School ♦ Siuslaw Middle School ♦ Siuslaw High School

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Oregon School Employees Association Siuslaw Chapter #57**

**&**

**Siuslaw School District 97J**

This Memorandum of Understanding (MOU) ("Agreement") is entered into by and between the Oregon School Employees Association Siuslaw Chapter #57 ("OSEA") and Siuslaw School District 97J ("the District").

### **With regards to Oregon Administrative Rule 333-019-1015 ("OHA mask requirement")**

Whereas, the District and the Association are committed to the health of District staff, students, visitors, and volunteers;

Whereas, the District is obligated to implement an indoor mask requirement pursuant to the Oregon Health Authority's ("OHA") temporary rule requiring face coverings for K-12 school staff (OAR 333-019-1015);

Whereas, the Association desires to ensure that classified employees are furnished with the appropriate resources and support for compliance with District rules pursuant to the OHA mask requirement;

Whereas, the Association desires to ensure the safety of its members and seeks to protect the integrity of the Association-represented bargaining unit against possible negative consequences of COVID-19;

The parties agree to the following with regards to OAR 333-019-1015:

1. The District agrees, and the Association recognizes that the District is bound to abide by the OHA mask requirement throughout its effective life.
2. Employees shall not be required to work under unsafe or hazardous conditions, including those that may result from non-compliance with or a failure to implement Oregon Health Authority ("OHA"), Oregon Occupational Safety and Health Division ("OSHA"), District, or other applicable official directives related to COVID-19, or to perform tasks which may endanger their health, safety, or wellbeing.
3. Any Association-represented employee who in the normal course of their work enters a room or other enclosed area where any staff, visitors, volunteers, or students who can normally be expected to follow District face covering policies, are not wearing face coverings, shall be permitted to leave that area.
4. No employee shall suffer loss of pay or benefits or other discipline by asserting their rights under Articles 2 and 3 above.
5. The District shall provide all classified employees with regular and effective access, at the District's expense, to any personal protective equipment necessary for employees to comply with District policies related to the OHA mask requirement.
6. For classified employees working as a Health Aide or who are assigned as a primary health designee for the purpose of supervising students required to isolate because of exhibiting symptoms related to COVID-19: the Health Aide or Health room designee shall be paid a stipend of \$750.00 to be paid in twelve (12) equal installments retroactive to July 1, 2021.

7. The following circumstances shall be considered “unexpected closures” consistent with Section 10.7 of the current collective bargaining agreement (“CBA”) between the parties and no Association-represented employee shall suffer loss of position, pay or benefits as a result:
  - a. An individual employee or cohort is required by the District or an official or officials of Lane County Public Health to quarantine or isolate due to a possible District workplace exposure to COVID-19, or due to a positive COVID-19 test result and/or COVID-19 symptoms incurred via a District workplace exposure as determined by the District or Lane County Public Health.
  - b. The isolation or quarantine or prevention of access to school buildings by a student or group of students on the advice or requirement of the District or Lane County Public Health;
  - c. The temporary closure of a District building or buildings for reasons related to COVID-19;
  - d. The temporary or emergency closure, whether initiated by the District or by order of an authorized public official, of any or all District operations for any reason related to COVID-19 except as specifically enumerated in items (a) (b) and (c) above, so long as District funding is maintained.
8. Consistent with Section 10.7.2 of the current CBA between the parties, if any Association-represented employee is notified to work in-person during and at the location of an emergency closure situation related to 7.c or (d) above, including but not limited to work involving sanitizing building spaces ordered shut down due to an outbreak of COVID-19, the affected employee shall be paid at the rate of one and one half (1.5) times their normal rate of pay for the duration of such work, rounded up to the nearest fifteen (15) minute increment.
9. The District recognizes its obligation to bargain the impact of any reduction in force initiated by the District as a consequence of loss of enrollment or revenue related to COVID-19, upon demand by the Association.
10. To the extent that any employee in isolation or quarantine for reasons related to COVID-19, including as described herein, is able to perform any or all of their regular duties from their residence or place of quarantine, the District may direct such employee to do so, provided only that
  - a. the employee’s health and condition and access to work materials and equipment allows them to safely perform their duties and at no expense to themselves;
  - b. no such employee shall be directed to work outside of their regularly scheduled workday and hours;
  - c. any such arrangement for remote or telework shall be negotiated with the affected employee and reduced to writing, after the affected employee has been notified of their right to request an interactive negotiation with the presence of a designated Association representative for the purposes of making such arrangement;
  - d. no such arrangement shall be in violation of any of the terms of this Agreement or of the current CBA between the parties, except as explicitly modified by this Agreement.
11. This Memorandum of Understanding will expire on June 30, 2022.
12. All portions of the current CBA between the parties not explicitly modified by this Agreement shall remain in full force and effect.
13. Any disputes regarding an alleged violation, or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure provided in Article 24 of the collective bargaining agreement between the parties;

14. Except as specifically set forth herein, nothing in this Agreement impacts the rights, obligations and benefits provided in the collective bargaining agreement between the parties.

for the OSEA Siuslaw Chapter #57

For the Siuslaw School District 97J


James Neider, Chapter #57 President

Andrew S. Grzeskowiak, Superintendent

Name

Name

  
Signature Date

  
Signature Date

Peter Campbell, Chapter #57 Field Representative

Name

  
Signature Date

9/24/21

Date