

**Memorandum of Agreement  
Between  
Northwest Regional ESD  
And  
Northwest Educators Association**

This Memorandum of Agreement is entered into by and between the Northwest Regional ESD (“NWRES D”) and the Northwest Regional Education Association (NWEA).

**RECITALS**

The parties’ intention with this Memorandum of Agreement (“MOA”) is to confirm agreement that having access to communication devices for licensed staff in circumstances where staff do not have access to telephones in relationship to their assignment, and particularly those staff assigned to community or district settings that are outside of the NWRES D network.

**TERMS OF MEMORANDUM OF AGREEMENT**

The parties acknowledge the information below and agree to the following changes provisions:

1. All public employees in Oregon are subject to public records and retention law, including all NWRES D employees. As a public employee any communication performed in your capacity as an employee of NWRES D on either a personal or work provided cellular device is subject to these laws. This means that these devices may be subject to records retention requirements and also subject to search by the agency to comply with subpoenas, records requests, or other legal or judicial information requests.
2. Employees who would be eligible to receive either an ESD issued cell phone or a cell phone stipend, must meet the following criteria:
  - a. The primary work assignment is in community or itinerant locations without regular and daily access to an ESD work telephone.
  - b. Is designated by the immediate supervisor as being assigned to one of the settings noted in 2a above.
  - c. Does not have access to an ESD assigned desk phone.
3. If approved by the immediate supervisor for an ESD issued cell phone, the ESD will contact the designated employee to seek employee preference in receiving either an ESD issued cell phone or a stipend.
4. Any employee who chooses an ESD cell phone must use an ESD issued Apple ID by using their ESD assigned work email, and not a personal Apple ID.

5. Those employees who have been approved by their direct supervisor will either be issued an ESD cell phone; or receive a \$25 monthly stipend if choosing to utilize the employee's own personal cell phone.
6. The same equipment protocols that apply with ESD assigned laptops apply to the care and upkeep of the ESD issued telephone.
7. If the employee chooses the stipend, the stipend will begin the next pay period after approval has been given; and will be continued during the months the employee is assigned to work.
8. Any provisions of the parties' CBA not expressly modified by this MOA shall remain in full force and effect.
9. Any disputes regarding an alleged violation or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the CBA between the parties.
10. This MOA shall become effective upon signature of both of the parties.

Signed by:

*Ginger Gamboa*

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For NWEA Co-President

8/15/2024

Date

Signed by:

*Vanessa L. Hernandez*

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For NWEA Co-President

8/15/2024

Date

DocuSigned by:

*Debbie Simons*

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For Northwest Regional ESD

8/20/2024

Date