

REA/RSD CHL MOU AGREEMENT, 4/2/21

Memorandum of Agreement Between Reynolds School District and Reynolds Education Association on Comprehensive Hybrid Learning

Reynolds School District No. 7, Multnomah County, Oregon (District) and the Reynolds Education Association together, “the parties,” recognize that the safety of staff, students and families is a primary concern for professional educators. In addition, the Parties agree that the working conditions of professional educators under a Comprehensive Distance Learning (CDL) are significantly altered when professional educators are also engaged in Comprehensive Hybrid Model of Learning (CHL). The District will provide CHL in accordance with current guidelines set forth by the Governor, ODE, and local health authorities. Specifically, the District shall adhere to ODE’s Ready Schools, Safe Learners (RSSL): Advisory Health Metrics for Returning to In-Person Instruction; Public Health Protocols; Facilities and School Operations; and Response to Outbreak. All worksite CHL implementation committees shall have at least one representative selected by the Association.

In order to protect professional educators engaged in CHL, the Parties agree to the following:

1. CHL instruction shall be phased in and begin as follows:
 - a. K-5, Reynolds Learning Academy staff week of April 5
 - b. Grades 6, 9, and 12 week of April 19
 - c. Grades 7-8 and 10-11 week of April 26
2. There will be a minimum preparation period of at least one week prior to all transitions from CDL to CHL to ensure that CHL blueprints are fully implemented and that staff, students and their families are fully prepared for this substantial change. Prior to beginning CHL, the District will provide specific training up to eight (8) hours to educators providing CHL so that those educators can learn safety protocols and processes. In addition to the training, members will be provided at least sixteen (16) hours of uninterrupted member-directed time with no synchronous CDL responsibilities prior to their CHL sections beginning. No K-5 elementary educators will be required to be on campus before April 5. No 6-12 educators will be required to be on campus before April 13.
3. The work schedule must comply with the current Collective Bargaining Agreement.
4. The District will follow the most current RSSL for CHL for cohort size and shall not exceed capacity for classrooms/learning spaces. Licensed educators who interact with multiple cohorts (PE, music, librarians, TOSAs, nurses, psyches, counselors, social workers, resource specialists, SLPs, etc.) may, in consultation with their administrator, be allowed to engage via technology where possible in order to minimize close

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contact with students in multiple cohorts. Additionally, these staff will be provided a confidential space to conduct tasks requiring confidentiality when appropriate and needed for their assignment.

Educators who work with FLS, medically fragile, life skills, and emotional regulation challenged students will be provided highly specific protocols (treatment plans, medical instructions, emergency contingencies plans), training, PPE, and equipment to engage safely in providing the needs of their students. Given the high-risk nature of these assignments and the likelihood of absent staff members impacting delivery of consistent services, it is recognized that additional multiple individuals within a building will need training beyond the immediately assigned educators. If essential staffing cannot be maintained, the District recognizes its responsibility to immediately suspend-in-person learning-services until such times as the necessary staffing can be attained. This is for the protection of all students and staff in any specialized program. In such a circumstance, students on IEP's would continue to receive FAPE services.

Licensed educators shall be allowed to work remotely during the CDL portion of the day so long as they are on campus during the in-person portion of the day, adequately performing all expectations including attending scheduled meetings, PLCs, student/family engagement, and collaboration with co-workers, and duties as assigned by the building administrator. All meetings will be offered virtually, unless in-person attendance is necessary due to the nature of the meetings/trainings.

5. Once an educator begins a CHL assignment, if there is a substantial change in safety conditions, or a certified educator documents and reports at least three (3) safety conditions that have been violated to their site administrator, that are not resolved after notice to the District, the site administrator will work with the educator to provide mutually agreed upon solutions so the educator can safely continue to perform their duties. This in no way limits the right of the educator and/or the Association to submit complaints to OSHA as they deem necessary. The District shall provide a copy of its communicable disease management plan and all COVID-19 safety protocols to each educator who works in the building for CHL and/or CDL. The District and Association shall collaborate and agree to the development of a simple process that allows for named and anonymous sharing of concerns that can be reviewed on a daily and weekly basis by the designated RSSL building point-person and a representative in each building selected by the Association.
6. In the CHL model, building administrators may assign necessary duties that are not ordinarily a part of an educator's regular work responsibilities, so long as such duties are equitably shouldered by all educators through a schedule rotation. Examples of

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such duties might include bus off and on-boarding, lunch or recess supervision, transitions between cohorts, etc. Schedules may be flexed by mutual agreement between administrator and member, to allow adherence to the 8-hour and 7.5-hour contract day limits. This could include starting or leaving 15 minutes earlier, exchanges of additional break or lunch or prep time for duty, or compensation at per diem if the contract day should need to be extended.

7. The District shall support school personnel who meet criteria for high risk populations as identified by the CDC (revised list as of January 4, 2021).
 - a. Any educator who meets or lives with someone who meets the CDC criteria for high risk populations will be asked to provide medical verification, invited to an interactive meeting with Human Capital Management and will be involved in a discussion of possible reasonable accommodations that may include the educator performing his/her assigned work remotely if such work is available. Human Capital Management shall notify the educator of their right to bring Association representation to the meeting before it is scheduled.
 - b. Any member who is in a doctor ordered quarantine due to a confirmed COVID-19 exposure, who is medically released to perform their District approved job duties from home, shall be provided options to complete the portion of their duties which can be performed remotely. For the portion of duties that are required on site, the member may work with Human Capital Management to determine leave.
 - c. Health Insurance Benefits: District contributions to health insurance benefits will be paid to the same extent for members who continue to work but have reduced hours due to COVID-19 through June 16, 2021. Does not apply to leave without pay.
8. The District will comply with COVID 19 rapid testing and contact tracing requirements in RSSL and by the MCHD. The District will provide opportunities for staff to be COVID tested in accordance with "COVID-19 Testing in Oregon K-12 Schools". Should a member of the CHL cohort test positive for COVID-19 the District will comply with the RSSL and Multnomah County Health Department (MCHD) protocols. If there is a positive COVID-19 case at a worksite, the District shall notify all persons who may have been exposed or affected as determined by the MCHD and School Nursing Services of the Multnomah Education Service District and must be in accordance with the notification procedures established by the Oregon Occupational Safety and Health Administration. Notification shall include identification of the steps that have been

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taken/will be taken to sanitize the area before staff are allowed to report back to the area. Each time a positive COVID-19 case has been detected, the District shall notify the Association of the building/worksite(s) where the case was detected, how many staff members and students were exposed and/or affected, and how many staff members and students will be quarantined to the extent information is available to the District and does not violate HIPAA rights.

9. The District, in partnership with the Association, will allow the use of a COVID leave sick bank for the duration of the 2020-21 contract year. The District serves a community interest by providing COVID leave to prevent sick employees from reporting to work.
 - a. The bank will be seeded and maintained by the District and the Association's Sick Leave Bank. Days granted from the COVID leave sick bank will be shared equally by the District and Association.
 - b. All employees who are assigned to CHL and who are able to document that they have been vaccinated for COVID or that they are medically unable to be vaccinated will be eligible for leave from the bank.
 - c. If contact tracing reveals the employee was exposed to COVID-19 at work or qualifies for any of the reasons listed in d., then the employee's own accrued leave does not need to be exhausted in order to qualify for the bank.
 - d. Reasons for accessing the bank include:
 - i. Eligible employee is subject to a quarantine or isolation order directed by Multnomah County Public Health or District contact tracer;
 - ii. Eligible employee is sent home and is awaiting results of a COVID-19 test.
 - iii. Eligible employee has contracted COVID-19 that can be traced to an outbreak or positive case at work.
 - e. An employee who believes they have contracted or were exposed to COVID-19 on the job and who has sought treatment or medical advice for an exposure or a condition the employee believes resulted from exposure shall submit a completed 801 form to the District's Workers' Compensation Carrier, SAIF. A copy of the form can be obtained from the lead secretary in each building office or from the HCM Department.

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10. RSD will provide leaves according to the collective bargaining agreement and state and federal laws. For the 2020-2021 school year, members may request up to a three-month unpaid leave of absence as a result of the COVID-19 pandemic.
11. When the instructional model transitions to CHL, RSD will implement the established safety and cleaning protocols between student cohort groups as required by RSSL Guidance document, all of which will be overseen and enforced by an identified site supervisor. The following health and safety protocols will be used:
 - a. Pursuant to current RSSL guidelines, the District shall adhere to established health-check protocols for students, staff, and visitors arriving at school each day and RSD shall create a dedicated quarantine area, separate from the nurse's office/station, in each building/worksite.
 - b. Provide appropriate "workplace provisions" of Personal Protective Equipment (PPE) and/or Essential Protective Gear (EPG) in accordance with federal, state, and local guidelines in effect and as established by RSD's blueprints/plans for reopening. All RSD blueprints/plans shall include K95 face coverings (masks) for staff who request them, handwashing stations, hand sanitizer, sanitizing wipes, and other cleaning materials as applicable. RSD shall provide enough face coverings (masks) for staff, community partners, and students and make available at easily identified stations in each building/worksite.
 - c. RSD shall require the use of facial coverings (masks) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt).
 - d. No professional educator will be required to work in a room that cannot accommodate the number of students with distance protocols as established-by current RSSL guidance and no educator will be required to work in a room where students are not wearing masks, except as allowed by the current RSSL. RSD shall provide masks that meet standards equivalent to masks designated as K95, enough gloves, gowns, head coverings, and face shields for staff who are in programs and classrooms that place them at increased risk as determined by RSD and REA.

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- e. RSD will continue to comply with the requirements in Facilities and School Operations of the current RSSL to ensure staff and student safety. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered. Every classroom and workspace shall be provided hand sanitizer. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
 - f. RSD shall not require in-person staff meetings or professional development if RSD cannot ensure a minimum of six (6) feet of physical distance between all employees [and other relevant safeguards] for the duration of the meeting and for entering/leaving the meeting.
 - g. Each educational space will be evaluated, and capacity posted for safe distancing in rooms, including space for educator and student movement, in accordance with the current RSSL guidelines. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met. For each classroom within the worksite, RSD shall provide a minimum of 35 required square feet per occupant, including teachers and educational assistants for regular occupants. Based on OHA and RSSL guidance, sufficient space shall also be provided for full view of the presentation medium, maneuverability, entries, aisles, sinks, and sanitizing stations. Classroom teachers will be given a minimum of 35 square feet for conducting instruction, as well as the minimum required furniture needed to execute the job, as required by the current version of RSSL. A space will be provided within each building for staff members to check email and perform other duties outside of the student classroom. Parties agree to reopen this section if RSSL guidance changes related to cohort size or learning space capacity to comply with legal requirements.
12. The District shall implement a “best spaces first” protocol when determining where in-person instruction will take place. Any and all CHL will take place in RSD buildings that are equipped with HVAC systems that use MERV 13 filters if existing equipment allows and no less than MERV 11 to mitigate the potential spread of COVID-19 per current RSSL guidelines. The District shall allocate at least \$250,000 for the purchase of portable, low noise HEPA-rated air filters that have a CDAR of at least 300 standard cubic feet per minute and a large enough capacity for the square footage of the occupied space. All classrooms and/or spaces that are used for Hybrid instruction, and that have no windows or windows that do not open and/or where ventilation standards of MERV 13 cannot be met, shall be equipped with low noise HEPA-rated air

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filters. The District shall provide a prioritized list of classrooms that will receive a HEPA air purifier to the Association and distribute these HEPA air purifiers prior to the first day each student group is to report to worksites. Members whose assigned work spaces have no windows or windows that do not open and where ventilation standards of MERV 13 cannot be met and are not used for Hybrid instruction, will be offered a temporary work space with windows and/or where ventilation standards can be met. This temporary relocation shall be voluntary, shall apply for the remainder of the 2020-2021 school year, and shall not qualify for the payment afforded to members who move classrooms in Article 11, Section H of the CBA.

13. The District Safety Committee shall serve as the COVID response team to implement, review and modify the agreed upon health and safety measures per the District's Integrated Communicable Disease Management Plan. Before any changes to this document occur, the Association will have an opportunity to give input. Subsequent changes to this document will be shared with the Association. The District will continue to have a Safety Committee at each school. If a safety provision is not in place, it will be corrected prior to the room being utilized for in-person instruction. If a professional educator has a safety concern after the initial tour, the professional educator will bring that concern to the administrator. See Section 4.
14. Members who have childcare needs shall receive a \$250 temporary childcare stipend for full time employees, prorated for part time employees, per month per household through June 18, 2021. Any partial month will also be prorated.
 - a. The temporary stipend will be paid as a reimbursement, no later than the July corrections payroll, and will apply to childcare provided through the last day of the 2020-2021 work calendar and while they were at work in-person, with receipts being submitted prior to June 30, 2021.
 - b. This provision is offered due to hardships caused by COVID-19 and the sudden return to in-person obligations. The stipend only applies to the 2020-2021 academic year and does not establish a precedent for any negotiations in the future.
 - c. Qualifications shall be as follows:
 - i. Childcare is necessary for a child from age birth to grade 6 or an older school-aged child who has a documented need for supervision.
 - ii. The member is not on a leave of absence. For members on approved intermittent leave the stipend will be pro-rated based on actual days worked.
 - iii. The member's childcare services are not provided by a member of the member or child's household.
 - iv. Per IRS regulations, the temporary stipend is recognized as compensation and will be issued on monthly payroll checks as taxable income.

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15. By mutual agreement, the CHL agreement may be reopened to address potential needs after one (1) month from the date of signature. Any new guidelines, exceptions or amendments to RSSL/ODE guidance for onsite instruction, including but not limited to a change in mask-wearing, PPE, or social distancing policies, and/or any changes that substantially change working or safety conditions, must be negotiated with the Association.

REYNOLDS EDUCATION ASSOCIATION

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Evan Selby, REA President

4/5/2021

Date

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M. Nasser Marsh, REA Bargaining Chair

4/5/2021

Date

REYNOLDS SCHOOL DISTRICT

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Dr. Danna Diaz, Superintendent

4/2/2021

Date

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Dr. Angela Freeman,

Assistant Superintendent of HCM

4/2/2021

Date