

***In-Person MOU Agreement 3-14-23***

**In-Person Memorandum of Understanding**

**Between Reynolds School District and Reynolds Education Association**

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 during the ongoing COVID Pandemic are significantly altered when professional educators are engaged in in-person learning.

1. Any staff member who contracts COVID and is required to stay away from the workplace will have access to the COVID leave bank. The District, in partnership with the Association, will allow the use of a COVID leave sick bank for the duration of the 2022-2023 contract year. The District serves a community interest by providing COVID leave to prevent COVID positive employees from reporting to work.
  - a. The bank will be seeded and maintained by the District and the Association Sick Leave Bank. Days granted from the COVID leave sick leave bank will be shared equally by the District and Association.
  - b. Staff members will be granted up to five days of COVID leave per positive COVID case prior to having to use their own sick leave. This leave plan will be added to the members' leave plan on an as-needed basis.
  - c. Members will be retroactively reimbursed for any COVID leave taken during the 2022-2023 contract year prior to the signing of this agreement. Reimbursement will be based on notice provided to supervisors, notice provided in iVisions, or any of the reporting methods outlined in section d.
  - d. Members must report to their supervisor a COVID test administered by a medical professional, a COVID test administered at work, or the identification number(s) of a COVID test administered at home that includes an image of the positive test results.
2. The following health and safety protocols will be used:
  - a. 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 requested by staff. RSD shall provide 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 CDC-recommended face coverings (masks) for staff, community partners, and students who request them and make available at easily identified stations in each building/worksite.
3. The District shall provide 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 in all classrooms and/or spaces that are used for instruction. Members whose

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workspaces are not student learning spaces may request HEPA air purifiers through the building principal and REA Representative. Filters will be replaced on a regularly scheduled basis as suggested by the manufacturer(s). The filter replacement schedule will be shared with staff in each building.

4. In the event an individual student is unable to attend school because of COVID, the district will treat this as a traditional absence regarding expectations for educators.
5. If at any point the district intends to implement any kind of distance learning or virtual instruction, the district will immediately engage in negotiations with the association regarding these working conditions. No distance learning or virtual instruction will be implemented until an agreement has been reached.
6. By mutual agreement this MOU may be reopened to address potential needs. Any new guidelines, exceptions or amendments to RSSL/ODE guidance that substantially change working or safety conditions must be negotiated with the Association.
7. This agreement will become retroactively effective on August 29, 2022 and expire on the last day of the 2022-2023 calendar work year.

For the Association:

 3/15/2023  
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Jeffrey Fuller Date

REA President

DocuSigned by:  
 3/16/2023  
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Amber Brune Date

Contract Maintenance Chair

DocuSigned by:  
 3/15/2023  
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Brian Jay Date


Bargaining Chair

DocuSigned by:  
 3/15/2023  
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Lisa Griffith Date

Contract Maintenance Representative

DocuSigned by: For the District:

 3/15/2023  
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Frank Caropelo Date

Superintendent

DocuSigned by:  
 3/15/2023  
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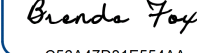
Wade Bakley Date

Chief of Staff

DocuSigned by:  
 3/15/2023  
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Shaunice Silas Date

Executive Director of Human Resources

DocuSigned by:  
 3/15/2023  
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Brenda Fox Date

Director of Employer and Labor Relations