

Summer School 2022 MOU 6/10/22

**Memorandum of Agreement Between Reynolds School District and
Reynolds Education Association on 2022 Summer School**

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 COVID Pandemic were significantly altered when professional educators engaged in in-person learning. The District will provide Summer School programs in accordance with current guidelines set forth by the Governor, ODE, and local health authorities.

1. The work schedule for the 2022 Summer School session must comply with Articles 7 and 9 of the current Collective Bargaining Agreement. Class and cohort size will comply with Article 27.
2. The District will follow the most current RSSL guidance.
3. 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 individuals within a building will need training beyond the immediately assigned educators. The District recognizes its responsibility to evaluate staffing levels to ensure student safety, both in terms of student supervision and maintaining specialized levels of services. The District may need to suspend in-person learning services on a building by building basis until such time as necessary staffing levels can be maintained. 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.
4. All meetings may be offered virtually or in person, at the discretion of the summer school building administration. For any in-person meeting, three (3) feet distancing will be maintained to the extent possible.
5. If there is a substantial change in safety conditions, or a certified educator documents and reports at least three (3) safety conditions that they believe may have been violated to their site administrator and/or Summer School District Coordinator, that are not resolved after notice to the District, the site administrator, REA Leadership

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and District Coordinator 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 during Summer School. The District and Association shall continue to use the established process for named and anonymous sharing of concerns that can be reviewed on a daily and weekly basis by the designated building point-person and a representative in each building selected by the Association.

6. As part of Summer School programming, 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 such duties might include bus off and on-boarding, breakfast, lunch or recess supervision, transitions between cohorts, etc. Schedules may be flexed by mutual agreement between administrator and member. 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 will comply with COVID 19 rapid testing and contact tracing requirements in RSSL and by the MCHD if these requirements are reinstated. The District will provide a rapid antigen test on site for any staff or students who show symptoms of COVID. Any person who tests positive shall be sent home. Students with symptoms whose parents do not authorize a rapid test will be sent home. Each time a positive COVID-19 case has been detected, the District shall notify the Association and school personnel of the building/worksite(s) where the case was detected, how many staff members and students were exposed and/or affected, to the extent information is available to the District and does not violate HIPAA rights.

RSD will implement the established safety and cleaning 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. Each site shall have separate, appropriately supervised, and adequately equipped spaces for any ill students and for first aid cases.
- 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 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

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provide enough face coverings (masks) for staff, community partners, and students who request them and make available at easily identified stations in each building/worksite.

- c. In the event that a mask requirement for schools is reinstated, RSD shall require the use of facial coverings (masks) that are worn properly in indoor settings. Staff members who cannot wear a mask because of a documented health issue must complete the interactive process through the district leave and accommodation process.
 - d. In the event that a mask requirement for schools is reinstated, 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.
 - 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 will be encouraged to wash their hands or use hand sanitizer upon entering district sites. 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. All staff will be provided a confidential space to conduct tasks requiring confidentiality when appropriate and needed for their assignment.
8. Any and all Summer School programs will take place in RSD buildings that are equipped with HVAC systems and filters specific to the equipment. When MERV 13 cannot be reached, any learning spaces served by that system are provided additional portable HEPA units for the MERV rating loss. 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 in-person instruction. The District shall provide and distribute HEPA air purifiers to all classrooms and spaces that are used for instruction prior to the first day each student group is to report to worksites. Members whose workspaces are not student learning spaces may request HEPA air purifiers through the summer school building administrator and/or REA representative.

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9. Job postings for Summer School positions will be building-specific and advertised via an email survey provided by the District. Such positions will be filled by interested in-building staff first who are qualified by endorsement. In the event that no in-building personnel are interested or qualified by endorsement to fill a position, a candidate will be sought elsewhere within the District. When more than one candidate is interested in a position, the process currently used for voluntary transfers within the district, including internal interviews if necessary, will be implemented to determine selection. If no qualified staff members are interested in advertised summer school positions, such jobs will be posted on the District website and standard hiring protocols will be used to fill the position.
10. Certified staff members who fill Summer School positions for the 2022 session will be paid at their hourly rate for all working hours and will be protected by the current Collective Bargaining Agreement, regardless of their assignment including those serving in administration positions. Certified staff members shall be paid based on the 2021-22 salary schedule as of March 1, 2022. If such members fill positions which traditionally fall under the SUN Schools umbrella, those positions will be funded by the Reynolds School District. This change is possible due to state level funds not traditionally available and is not intended to establish precedent. Hours worked will be entered into Timeclock Plus on weekly basis every Friday. Timeclock Plus codes shall be entered into the system and staff will be provided the correct codes prior to the start of Summer School. Staff will be paid on July 15, 2022, August 8, 2022 and September 20, 2022. Any late entries will be paid no later than the following scheduled pay date. Staff working Summer School shall not be evaluated as per Article 5, H. of the CBA; all other provisions of Article 5 will be adhered to during Summer School.
11. Certified staff members who work full time will be afforded a minimum of one (1) hour of paid prep time per day and paid lunch breaks per day commensurate with current contract language in Article 9. All certified staff members shall be given eight (8) hours of pre-instructional preparation time before students begin summer school at their per diem rate. This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required district and/or building staff meetings on this day. Any professional development will occur prior to the start of summer school and will be paid at the certified staff member's per diem rate.
12. It is understood that staff who are hired to perform in-person duties during Summer School will do so on site and will not be allowed to work remotely for such work. Any staff member who cannot report due to illness, including quarantine, will need to request a substitute through the Summer School Coordinator or designated administrator. Designated administrators will be identified for staff prior to the start of summer session.

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- a. An employee who tests positive for COVID-19 and is subject to a quarantine or isolation order directed by Multnomah County Public Health, or is sent home and is awaiting results of a COVID-19 test shall be compensated at their contracted amount by the District for days missed. In order to be compensated all summer school employees who test positive for COVID-19 are required to report this result to their supervisor. The employee shall enter those hours into Timeclock Plus. Only employees who show proof of vaccination or medical proof that they are unable to be vaccinated will qualify for this District benefit.
- b. In the event an individual student is unable to attend school because of illness, the district will treat this as a traditional absence regarding expectations for educators. If a classroom or school program needs to be temporarily closed for COVID-related reasons, staff will continue to report to the work site. In the event of an emergency closure to a school site, Article 8 of the CBA will apply.

If a classroom or school program is permanently dissolved or closed, staff will be given the option to be reassigned to other buildings for the remainder of the summer program. Staff who elect to be reassigned for the summer will be afforded a minimum of one transition day prior to beginning an assignment at a new work site. At least half of any transition period will be member directed.

13. By mutual agreement, the 2022 Summer School MOU may be reopened to address potential needs. Any new guidelines, exceptions or amendments to 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.
14. This Summer School agreement will expire on August 26, 2022.

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For the Association:

DocuSigned by:
Lisa Griffith 6/15/2022
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Lisa Griffith Date
REA President

For the District:

DocuSigned by:
Shaunice Silas 6/13/2022
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Shaunice Silas Date
Executive Director of HCM

DocuSigned by:
Bruce Marsh 6/14/2022
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Bruce Marsh Date
Co-Bargaining Chair

DocuSigned by:
Wade Bakley 6/13/2022
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Wade Bakley Date
Principal, RHS

DocuSigned by:
Dr. Danna Diaz 6/13/2022
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Dr. Danna Diaz Date
Superintendent

DocuSigned by:
Dr. Christopher Ortiz 6/13/2022
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Dr. Christopher Ortiz Date
Deputy Superintendent