

## **MEMORANDUM OF UNDERSTANDING**

### **Returning to In-Person Instruction 2020-2021**

This Agreement is between the Reynolds School District (District) and the Oregon School Employees Association, Reynolds Chapter 37 (Union). The duration of this Memorandum of Understanding (MOU) is from its signing until the end of the 2020-2021 school year. The parties will renegotiate if a Governor's Order or updated *Ready Schools Safe Learners* (RSSL) guidance requires changes to this MOU.

To protect the safety of District employees as we return to in-person instruction, the District and the Union agree to the following:

1. Classified employees will be provided two (2) paid days to complete required building or District-based training and complete building-based activities associated with students returning to school. This includes activities such as reviewing student IEPs, conferring with teachers, helping to set up classrooms, and helping to prepare instructional materials.
2. Classified employees working directly with students in the classroom will be supervised by an on-site certified teacher.
3. All currently suspended stipends will be reinstated on a prorated basis to those employees who work on site. (Article 8 – Salary, Section R).
4. Those staff who present medical verification that they are at high risk for contracting COVID-19 will work with Human Capital Management to determine options for approved accommodation. This may include taking available leave.

#### **Working Conditions and Safety**

1. The District will provide appropriate “workplace provisions” of personal protective equipment (PPE) as established by Occupational Safety and Health Authority (OSHA), Oregon Health Authority (OHA), and Oregon Department of Education (ODE), which will include all the required PPE according to the current RSSL, for staff who work directly with students or the public, i.e., handwashing stations, hand sanitizer, and other cleaning materials as applicable. The District will provide sufficient face coverings for staff and students and make them available at easily identified stations within the work site. If the District does not have the PPE required by the current RSSL, the

affected employee will not be required to perform duties that put them at risk of contracting COVID-19.

- (a) Employees whose job requires them to be exposed to students' bodily fluids (i.e., spitting, vomiting, sneezing, coughing, etc.), including those employees providing toileting and feeding services and bus drivers transporting students who require special equipment, will be provided with the PPE required by the current RSSL to protect the employee from exposure to COVID-19.
  - (b) Any employee assigned to the Isolation Room will receive an additional four dollars (\$4.00) per hour for their time spent supervising students in the Isolation Room in addition to their regular hourly wages. If the time spent supervising students is less than an hour, the increased hourly wage will be prorated in 15-minute increments with a minimum of an additional one dollar (\$1.00) paid for time spent supervising students.
- 2. No classified employee will be required to perform COVID-19 testing.
- 3. The District will follow the current guidance of RSSL when arranging furniture in the classroom.
- 4. The District will follow all current OHA and RSSL guidance for contact tracing and notification.

#### District-Paid COVID Leave


The District agrees to provide District-paid COVID Leave up to the equivalent of two weeks of an employee's regularly scheduled hours for employees who supervised the students in the Isolation Room if the following conditions are met:

- 1. Employees are able to document that they have been vaccinated for COVID or that they are medically unable to be vaccinated will be eligible for district paid leave.
  - a. If contact tracing reveals the employee was exposed to COVID-19 in the Isolation Room.
  - b. If an employee contracts COVID and it can be contact traced back to the District, the District will assist the employee with a Workers' Comp claim.

This MOU will be non-precedent setting and will sunset at the conclusion of the 2020-2021 school year.

All provisions of the parties' current collective bargaining agreement will remain in effect unless otherwise modified in this agreement.


FOR THE DISTRICT:

DocuSigned by:  
  
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Nicole MacTavish, Chief Academic Officer

4/2/2021

Date

FOR OSEA CHAPTER 37:

DocuSigned by:  
  
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Suzi Mutschler, President

4/2/2021

Date

FOR OSEA:

DocuSigned by:  
  
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Teri Staudinger, Field Representative

4/2/2021

Date