

**Memorandum of Understanding (MOU)**  
**Between**  
**Oregon School Employees Association - Reynolds Chapter 37**  
**and**  
**Reynolds School District**  
**Reopening Schools for 2020-2021**

This MOU is between the Reynolds School District (District) and the Oregon School Employees Association, Chapter 37-Reynolds, for the purpose of addressing the ongoing state of emergency due to the COVID-19 pandemic. The parties are committed to reopening schools safely for students and staff and in accordance with the Oregon Department of Education's (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21* (ODE/OHA Guidance).

Accordingly, the parties agree to the following for the 2020-2021 school year, upon a change in District Instructional Model, or upon the termination of the Governor's Declaration of Emergency related to COVID-19, whichever occurs first:

1. Agreed Health and Safety Protocols:

- a. Face covering requirement for all staff and students (except accommodations will be made for employees with a doctor's letter citing an ADA approved issue or for students, in accordance with ODE/OHA guidance).
- b. Hand sanitizer/hand washing stations and disinfecting wipes at all worksites for staff and students.
- c. District provided personal protective equipment (PPE) for staff, including face coverings, face shields and, as deemed necessary by the nurse or local health officials, gloves. Staff will be responsible for maintaining District issued PPE.
- d. Screening of staff regularly for COVID symptoms per ODE/OHA guidance.
- e. The District will review the *Operational Blueprint for Reentry* with all staff. The District will train all staff on updated protocols, policies, and guidelines to adhere to physical distancing requirements and recommendations outlined in the *Operational Blueprint for Reentry*.
- f. Limit staff and student exposure by enforcing the 6 foot/35 square feet physical distancing rule for classrooms, common spaces, and hallways in ODE/OHA guidance.
- g. Designated space for employees to have their duty-free lunches to the extent possible in each District facility.
- h. Access to designated, staff-only restrooms to the extent possible in each District facility. The restrooms shall be regularly cleaned as per OHA guidelines.
- i. Classified members identified as "high risk" per CDC guidelines may be given alternative work

options, if available, under an ADA accommodation process.

- j. No classified member shall be retaliated against for reporting safety concerns via the District's electronic reporting system related to the implementation of the above health and safety protocols. Employees who do not follow health and safety protocols are subject to disciplinary action
2. **Sick Leave Benefits:** If the classified employee is diagnosed with COVID-19, the employee shall be placed on FFCRA leave for up to two weeks (80 hours, or a part-time employee's 2 week equivalent), when ordered to isolate by the Local Public Health Department, or their own medical provider. After FFCRA leave is exhausted, if the employee is still unable to return to work, the employee may file for FMLA/OFLA, and utilize their accumulated sick leave, for up to 10 additional weeks, or up to 12 weeks in total.
  - a. If an employee is diagnosed with COVID-19, and if the exposure has been reasonably contact traced back to the District, the District shall assist the employee in filing a Worker's Compensation claim. Once the Worker's Compensation claim has been accepted, and the employee's sick and vacation leave has been exhausted, the District shall grant the employee an additional 10 days of sick leave.
3. **Paid/Unpaid Leaves:** For the 2020-2021 school year, classified employees may request up to a one-year unpaid leave of absence due to high risk health conditions per CDC guidelines, as a result of the COVID-19 pandemic. Employees who have childcare needs may apply for Expanded FMLA.
4. **Work from Home:** To the fullest extent possible, employees whose job can be performed remotely shall be given the option to do so at the District's discretion.
  - a. If a classified employee has a documented "high risk" condition and their job duties can be performed remotely, the district may make the accommodation to allow the employee to work from home. The employee shall provide the district with documentation to verify the need for the accommodation.
  - b. Any employee who is in a doctor ordered quarantine due to a confirmed COVID-19 exposure for 14 days, who is medically released to perform their District approved job duties from home, shall be allowed to do so.
5. Health Insurance Benefits District contributions to health insurance benefits will be paid to the same extent for employees who continue to work but have reduced hours due to COVID-19.
6. Nothing in this MOU should be construed as waiving or eliminating any other provisions of the parties' collective bargaining agreement. That agreement shall remain in full force and effect. In the event the parties identify any other potential areas of conflict with the reopening of schools under different learning models, or if this MOU conflicts with ODE/OHA guidance or the Governor's Order, the parties agree to meet and collaborate on any needed solutions to those conflicts.
7. This MOU shall expire on June 30, 2021, upon a change of Instructional Model **or upon the termination of the Governor's Declaration of Emergency related to COVID-19, whichever occurs first.**

*[Handwritten signature]*

For the District

*9/18/2020*

Date

*Susan Mutschler*

For the Association

Susan Mutschler OSEA President

*9/18/2020*

Date