

## **2021-2022 In-Person Learning**

### **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 COVID Pandemic are significantly altered when professional educators are engaged in in-person learning. The District will provide programs 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 In-Person Instruction; Public Health Protocols; Facilities and School Operations; and Response to Outbreak.

1. All 2021/2022 school year work schedules must comply with Articles 7 and 9 of the current Collective Bargaining Agreement.
2. In the event that cohort size and or social distancing guidelines are included in the RSSL guidelines, this agreement will be amended to reflect accommodations included in the 2021 Hybrid MOU and/or CDL MOU or other negotiated accommodations.
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 multiple individuals within a building will need training beyond the immediately assigned educators.
4. All meetings may be offered in person, but only if three (3) feet distancing can be met. All participants in these meetings will be required to wear masks with the exception of staff who are drinking. If staff are going to eat, they are encouraged to distance themselves further from the group. If three feet distancing and masking protocols cannot be met, meetings will be offered in a virtual format.
5. 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 or designee, that are not resolved after notice to the District, the site administrator, or District Coordinator will work with the educator to provide mutually agreed upon solutions so the educator can safely continue to perform their duties.

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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. 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. The District will comply with COVID 19 rapid testing and contact tracing requirements in RSSL and by the Multnomah County Health Department (MCHD). The District will provide opportunities for staff to be COVID tested in accordance with "COVID-19 Testing in Oregon K-12 Schools."
7. Should any person connected to a school cohort test positive for COVID-19, the District will comply with the RSSL and 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 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 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.
8. Any staff member instructed to quarantine due to a COVID exposure at work, as determined by MESD, will not incur a loss of pay or sick leave. Vaccinated members who have a COVID exposure at work and are recommended to quarantine themselves by a medical provider may choose to self-quarantine for up to 5 days to allow for testing or showing of symptoms, without loss of pay or sick leave. The District, in partnership with the Association, will allow the use of a COVID leave sick bank for the duration of the 2021-22 contract year. The District serves a community interest by providing COVID leave to prevent COVID exposed employees from reporting to work.

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- 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. All employees 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. If contract tracing reveals an employee was exposed to COVID-19 at work or qualifies for any of the reasons listed in b, then the employee's own accrued leave does not need to be exhausted in order to qualify for the bank.
  - b. Reasons for accessing the bank include:
    - i. Eligible employee is subject to 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.
  - c. An employee who believes they have contracted or were exposed to COVID-19 on the job and who have sought treatment or medical advice for an exposure or a condition that they believe 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.
9. Based upon the District's requirement that all employees be vaccinated by October 18, 2021 or six weeks from FDA approval (whichever is later), the parties agree to the following:
- a. Employees will be responsible for making arrangements to get the COVID-19 vaccine through a health care provider of their choice.
  - b. The District shall provide employees with up to two (2) hours (if available within a district facility), otherwise up to 4 hours of paid leave during their normal workday to receive each dose of the COVID-19 vaccine, including if the Booster is a mandated dose. Employees who choose to get vaccinated during their regularly scheduled workday must obtain the approval of their immediate supervisor. Requests for leave to get vaccinated during the

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employee's workday may be denied only due to operational necessity. If an employee's request for leave is denied, the immediate supervisor and the employee shall attempt to agree upon an alternate date for the employee to receive the vaccine.

- I. If a substitute is required to cover the absence that cannot be filled in a two-hour increment, a half day may be required.
  - c. The employee shall receive two (2) hours of pay at the employee's own pay rate for each dose of the vaccination that is received on the employee's personal time. Payment for this time is only available with proof of vaccination, such as a doctor's note or vaccination card.
  - d. Employees shall provide the District with proof of vaccination as required by OHA and or the Governor's order. The proof of vaccination provided by an employee pursuant to this MOU and OHA rules will be treated as a confidential medical record.
  - e. Certified staff may not teach, work, provide care, learn, study, assist, observe or volunteer for a school-based program unless they are fully vaccinated or have provided documentation of a medical or religious exception. For employees who refuse to present proof of vaccination, medical or religious exemption, the school district will follow regular procedures for corrective action including disciplinary action. In any disciplinary process, all provisions of the CBA shall apply.
  - f. Members who request a medical or religious exemption to the vaccine mandate and are denied shall have the right to appeal by requesting a meeting with the Superintendent or their designee and REA representation to discuss the reason(s) for denial. If the denial is upheld, the District will provide a written explanation.
10. Certain individuals who have received the COVID-19 vaccine have experienced mild to moderate side effects. In the event that an employee experiences side effects due to vaccination such that the employee cannot report to work, the employee will be granted one (1) day of paid sick leave for up to 48 hours after the first, second and/or booster dose of the vaccine. This vaccine-related sick leave will not be charged to any accrued paid leave balances the employee may have.
- a. For the member to access this (1) day sick leave grant, the member will be required to enter this day under the leave plan 'COVID Vaccine OSES' 1-day sick leave grant. This leave plan will be added to the members' leave plan on an as needed basis.

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- b. This leave must be used in a full day increment. It is the responsibility of the supervisor to track their staff members' 48-hour period of the first, second and/or booster dose of vaccine.
  - c. Otherwise, all other policies and procedures regarding the use of sick leave shall apply.
11. RSD will implement the established safety and cleaning protocols 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 COVID exposures 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 established by RSD's required Plan for Return to in-person Instruction. 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 and make available at easily identified stations in each building/worksite.
  - c. RSD shall require the use of facial coverings (masks) that are worn properly. Staff members who cannot wear a mask because of a documented health issue must complete the interactive process through the district office. Members who are determined to be in need of accommodations 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 meet protocols as established by current RSSL guidance and this agreement. Every effort will be made to maximize distancing to the extent the space allows. Each educational space will be evaluated, for physical distancing to the extent possible, in accordance with the current RSSL guidelines. Professional educators may change the arrangement of the room. If any learning space cannot accommodate physical distancing to the extent possible, in accordance with the current RSSL guidelines, the following measures may be taken if feasible to maximize distancing:

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- i. Members may remove ancillary furniture and rearrange desks
    - ii. Move or switch larger class sizes with smaller class sizes
    - iii. Repurposing traditional non-classroom spaces to use as classrooms
  - e. No educator will be required to work in a room where students are not wearing masks, except as allowed by the current RSSL guidelines. RSD shall provide masks that meet standards equivalent to masks designated as K95 and 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. Schools cannot serve a student in-person if they or their family choose not to wear a face covering. Each building shall develop and communicate a plan for students who refuse to wear a mask. The district and/or school administration will develop this plan for removal of such students which will be communicated to all building staff and will not require certified staff to administer interventions. The plan must not require additional prep of lessons or materials on the part of the educator beyond what is normally expected for student absences. The District and the Association will collaborate to produce more specific explanation of the section to be communicated out to building administrators and staff.
  - f. 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 encouraged 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.
12. All schools will upgrade to 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 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. In oversized learning spaces such as gymnasiums and shops where portable units are inadequate, every effort will be made to upgrade

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HVAC filtration to a MERV 13 rating or better. The District shall provide a list of oversized learning spaces and their current MERV value ratings to the Association by September 7, 2021. 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. The District shall provide the Association with timeline of HEPA air purifier filter life and a replacement schedule for filters. Members whose workspaces are not student learning spaces may request HEPA air purifiers through the building principal and REA Representative.

13. School Safety Committees shall include at least one representative chosen by the Association. These committees will serve as the COVID response team for each site.
  
14. 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. If an entire class is unable to attend for an entire quarantine period (as specified by MESD), staff will continue to report to the work site and there will be a minimum of a one-day transition period afforded educators prior to the commencement of any distance learning. If an entire school is out, quarantined or closed for pandemic-related reasons, educators may work remotely (off-site at the members' discretion) and a two-day transition period will apply. If there are subsequent transitions, either to or from in-person instruction, then a one-day transition period will apply each time and educators will provide asynchronous learning opportunities for students. At least half of any transition period shall be member-directed time.

Staff members may be required to deliver in-person and virtual instruction during their daily schedule due to quarantine issues. In such cases additional transition time (minimum 5 minutes at each end) must be afforded at the start and end of each virtual session. No member will be required to perform virtual and in-person instruction simultaneously.

15. In the event members are assigned to meal supervision duties, the environment in which meals are served must fully comply to safety guidance including: masking (except when directly eating or drinking), and every effort will be made to upgrade HVAC filtration to a MERV 13 rating or better and/or outside eating areas, and when feasible three (3) feet of social distancing for all present. Meal supervision duties may not in any way infringe upon the members' own duty-free lunch time, and members will be afforded their full Article 9 rights per the CBA. The district will also be responsible for maintaining a safe meal space for educators that allows for appropriate social distancing if such distancing is feasible. To provide optimum safety and distancing conditions, members have the right to eat lunch in their regular works spaces and will be afforded the use of personal food storage and preparation items in accordance with established working conditions. To ensure safety and security of

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working environments, any small appliances in members' workspaces, including all attachments and power cords, must be in good working condition, undamaged, and properly connected, and members will provide notice of use to the building principal.

16. If the District is unable, for any reason, to provide the materials, including one-to-one devices, necessary for implementing a District program, including virtual learning, the district will not hold members accountable for implementation of that program.
  
17. By mutual agreement this MOU may be reopened to address potential needs. 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.
  
18. This agreement will expire on June 17, 2022



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**Reynolds Education Association**

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8/31/2021

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Lisa Griffith, REA President

**Reynolds School District**

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8/30/2021

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