



*EACH AND EVERY CHILD PREPARED  
FOR A WORLD YET TO BE IMAGINED*

**Reynolds School District  
Board of Education Working**

April 14, 2021

7:00 PM

Virtual Meeting

I.	<b>6:00p - Executive Session</b>	<b>2</b>
II.	<b>7:00p - Call to Order and Land Acknowledgement</b>	<b>3</b>
III.	<b>7:05p - Public to be Heard</b>	<b>5</b>
IV.	<b>7:20p - Interviews for Board Vacancy: Position 2</b>	<b>6</b>
V.	<b>7:50p - Online School Program</b>	<b>8</b>
VI.	<b>8:05p - Action Items</b>	
	A. Online School Program	22
	B. MOU with REA on Hybrid Learning	26
	C. MOU with OSEA on Returning to In-Person Learning	36
	D. MOU with OSEA on Inclement Weather	41
VII.	<b>8:15p - Adjourn</b>	<b>45</b>



To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Executive Session**

Policy: [Executive Session - BDC](#)

Date: April 14, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

**Connection to Board Goals**

- Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(h) Negotiations.  
Executive Session is closed to the public.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Call to Order**  
Policy: [Board Meetings BD/BDA](#), [Conduct of Board Meetings BDDF](#)  
Date: April 14, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #3:** We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

**Summary:**

- a. Call to Order
- b. Land Use Acknowledgement

On March 17, 2020 Governor Kate Brown temporarily suspended public gatherings in response to the COVID-19 pandemic. Because of this order, Reynolds School District Board Meetings will be virtual until further notice.

Although members of the board are not gathered in a central, physical location, we do have a quorum present at this meeting by video-conferencing.

**Land Acknowledgement**

We will open tonight’s meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

# Land Use Acknowledgment & Guidelines



*Approved and Adopted on May 27, 2020*

Reynolds School District expresses our gratitude and appreciation to traditional village sites of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, and which is now home to a vibrant native community representing over 400 different tribal nations.

We believe that it is our responsibility as a school district to educate our students, staff and families about the true history of colonialism and the continued need to address colonialism today. This land acknowledgement will encourage our community to reflect upon the land we are standing on and engage in conversations centered in honoring the land.

Land acknowledgments will take place in conjunction with the Pledge of Allegiance, which will be recited after the Land Use Acknowledgement, during the following times:

- School Board meetings
- District-wide community meetings
- School assemblies
- Athletic Competitions
- Parent and community school evening events

## **Land Use Acknowledgment**

We respectfully acknowledge that the land on which we are gathering today is the traditional homeland of a diverse array of indigenous tribes and bands. Multnomah County rests on traditional village sites of the Multnomah, Wasco, Cowlitz, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla, and many other tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area. Multnomah County is now home to a vibrant indigenous community representing over 400 different tribal nations.

We recognize Indigenous peoples as the traditional stewards of this land and acknowledge the enduring relationship between the land and the people since time immemorial. We make this acknowledgement to open a space of recognition, inclusion, and respect for our sovereign tribal partners and all indigenous students, families, and staff in our community.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Public to be Heard**

Policy: [Public to be Heard - BDDH, Public Comment at Board Meetings - BDDH-AR](#)

Date: April 14, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form on the RSD website between Friday at 5p and Monday at 5p, before the meeting.

Public comment will be limited to the first seven forms turned in. All other submissions will be given to the Board as written comment.

Those providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. Each speaker will have three minutes.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Interviews for Board Vacancy – Position 2**

Policy: [Vacancies on the Board – BBE](#), [Board Qualifications – BBBA](#)

Date: April 14, 2021

Action	<input type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #4:** We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

**Summary:**

The RSD Board of Directors declared a vacancy for Position 2 on March 10, 2021 after Director Hernandez tendered his resignation. A position was posted on the RSD website and we received two applicants who meet the requirements of a Board member.

The RSD Board of Directors will interview the two candidates and deliberate. They will appoint one of the applicants to fill Position 2 at the April 28 Business Meeting.

**Previous Board Action:**

The Board has had to fill vacant seats in the past.

**Background:**

According to Board Policy BBBA, Board Qualifications, a Board member must be 18 years of age or older, registered to vote at least 20 calendar days immediately preceding any election in the manner provided by law, and must have been a resident within the district for one year immediately preceding the election or appointment. No person who is an employee of the district will be eligible to serve as a board member while so employed.

The appointee will:

1. Serve until June 30 following the next election, at which time the individual elected in May of that year will fill the remaining portion of an unexpired term or serve a full four-year term; or

2. Serve until June 30 of a subsequent election year if the vacancy occurs after the filing date in an election year.

A board member so elected as a board member so elected as a replacement will serve the remaining year(s) of the term of office of the board member being replaced.

The appointed applicant will serve through June 30, 2021.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

To: Board of Directors

From: Dr. Nicole MacTavish, Chief Academic Officer

Prepared by: Gary Schuh, Instructional Technology TOSA; and Chris Greenhalgh,  
Director of Instructional Technology

**Subject:** Online School Proposal

Policy: [District Equity Policy – IKAAA/GCCB/GDCB](#), [Instructional Goal – IA](#)

Date: April 14, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

---

**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**School Board Core Belief/Commitment #3:** We believe that high-quality first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.

**Summary:**

Since March 2020 students have been receiving instruction online. While we know online learning is not ideal for every student, some students have thrived in this environment. Academic relationships, high-quality first-time instruction, and personal connections are possible online between Reynolds School District faculty and students. We are therefore proposing to offer an online school option for Fall 2021 in an effort to meet the needs of all students and families residing within the Reynolds School District attendance area.

For the program to start in Fall 2021, and to accommodate the hiring of staff, the renovation of facilities, and meeting our opening date, planning needs to start immediately. A three-year commitment is recommended to attract families and staff to the program.

**Previous Board Action:**

The Board previously approved a limited online school option in 2014. That program was designed to serve students in grades 9-12. Instruction was provided through a contracted

service, limiting student/teacher interactions and relationships. This discontinued program did not use district teachers to present core instruction, but rather a contracted service that was more impersonal and did not foster the level of relationships that we value as the foundation of our schools.

This 2014 program was not financially solvent as it primarily served students already attending school within the Reynolds School District. The current proposal would utilize Reynolds School District teachers for core instruction to promote academic discourse and foster positive relationships with our students. The program goal is to bring back students and families who have left Reynolds School District in favor of an online educational experience.

During the February 2021 Board Business Meeting, the Board requested further investigation into which students left the district and for what reasons, and that budgeting work be completed for scaled scenarios.

**Background:**

In the fall of 2020, Reynolds School District had 352 students leave the district for online school programs, reaching our 3% cap with ODE. Denials have been sent to 70 additional students. The estimated loss of ADMw K-12 revenue is approximately \$2,955,000.

Throughout the 2020-2021 school year the district has focused on the implementation and support of high-quality online instruction and has worked to adjust and polish the Comprehensive Distance Learning instructional model to meet the needs of our students. This has been achieved through collaboratively-planned, focused and intentional professional development of staff throughout the district. This work has allowed us to deliver a high-level online instructional program vastly differing from the previous program.

Concurrent to the intensive training and professional development of staff, there has been a significant investment in systems to support online instruction including online learning platforms, 1:1 devices for all students, access to the internet, and infrastructure improvements. The online program we are proposing will have students completing the bulk of their work online but will also offer access to a brick-and-mortar building on a regular schedule to strengthen student/staff relationships and provide academic support. It will leverage community partnerships such as Outward Bound, Outdoor School, and culturally specific organizations to provide meaningful learning experiences through activities, field trips, and service learning opportunities.

**Financial Implications:**

One-time capital improvement costs to bring facilities up to code are estimated at \$549,000 with the renovation of the existing Edgefield building. This is an estimate, pending a full project evaluation.

The projected annual operating cost for a K-12, elementary, middle school, and high school options are outlined below. These are based on current cost estimates used for budgeting.

Revenue and Funding:

1. Projected revenue resulting from increased enrollment as students return from non-district online schools is noted in the respective tables below. This is based on an estimated ADMw of 10% SpEd and 14% ELD enrollment.
  - Projected ADMw Revenue for Each Program Option:
 

K-12	\$2,940,000	<i>(352 students)</i>
Elementary	\$980,000	<i>(118 students)</i>
Middle School	\$820,000	<i>(98 students)</i>
High School	\$1,140,000	<i>(136 students)</i>
  
2. Elementary and Secondary School Emergency Relief (ESSER-II) Fund
  - \$1,000,000 as proposed in the 2021-2022 budget.

**K-12 Program Budget: On-Going Summary**

Staffing	\$2,320,000
Materials, Supplies	\$20,000
Student Technology	\$100,000
Staff Technology	\$30,000
Edgenuity	\$175,000
Transportation (*dependent on model decided upon during planning phase)	\$40,000
Nutrition (*based on 174 pupil instruction days; \$108/day for 20 meals/day)	\$18,792
<b>Total Projected Cost:</b>	<b>\$2,703,792</b>

(Projected Revenue: \$2,940,000)

Of important note: Some costs of the reduced program offerings remain fixed. This includes the staffing costs for a principal, counselor, secretary, Special Education and ELD services (reduced slightly for the single-level options), as well as transportation and nutrition costs. There is an economy of scale at play as you serve more students. Because of this, the sum of the total projected costs (below) for each reduced program will exceed the projected costs of the full K-12 program.

**Staffing and Program: 3-Year, Scaled Budget**

Funding Source	Year 1 Grades 9-12	Year 2 Grades 6-12	Year 3 Grades K-12
ESSER Funding	\$1,000,000	\$1,000,000	\$1,000,000
ADMw Funding	\$1,140,000	\$1,960,000	\$2,940,000
Total Potential Funding	\$2,140,000	\$2,960,000	\$3,940,000
Estimated Cost of Program (-)	\$1,254,292	\$2,168,584	\$2,703,792
Difference	\$885,708	\$791,416	\$1,236,208

**Budget Options Comparison**

<b>Budget Item:</b>	<b>K-12 Program</b>	<b>Elementary Program</b>	<b>Middle School Program</b>	<b>High School Program</b>
Staffing	\$2,320,000	\$1,110,000	\$1,055,000	\$1,055,000
Materials, Supplies	\$20,000	\$10,000	\$10,000	\$10,000
Student Technology	\$100,000	\$33,000	\$33,000	\$33,000
Staff Technology	\$30,000	\$10,000	\$10,000	\$10,000
Edgenuity	\$175,000	Not Needed	\$87,500	\$87,500
Transportation	\$40,000	\$40,000	\$40,000	\$40,000
Nutrition	\$18,792	\$18,792	\$18,792	\$18,792
<b>Total Projected Cost:</b>	<b>\$2,703,792</b>	<b>\$1,221,792</b>	<b>\$1,254,292</b>	<b>\$1,254,292</b>
<i>Projected Revenue:</i>	<i>\$2,940,000</i>	<i>\$980,000</i>	<i>\$820,000</i>	<i>\$1,140,000</i>

# ONLINE SCHOOL PROGRAM REYNOLDS SCHOOL DISTRICT

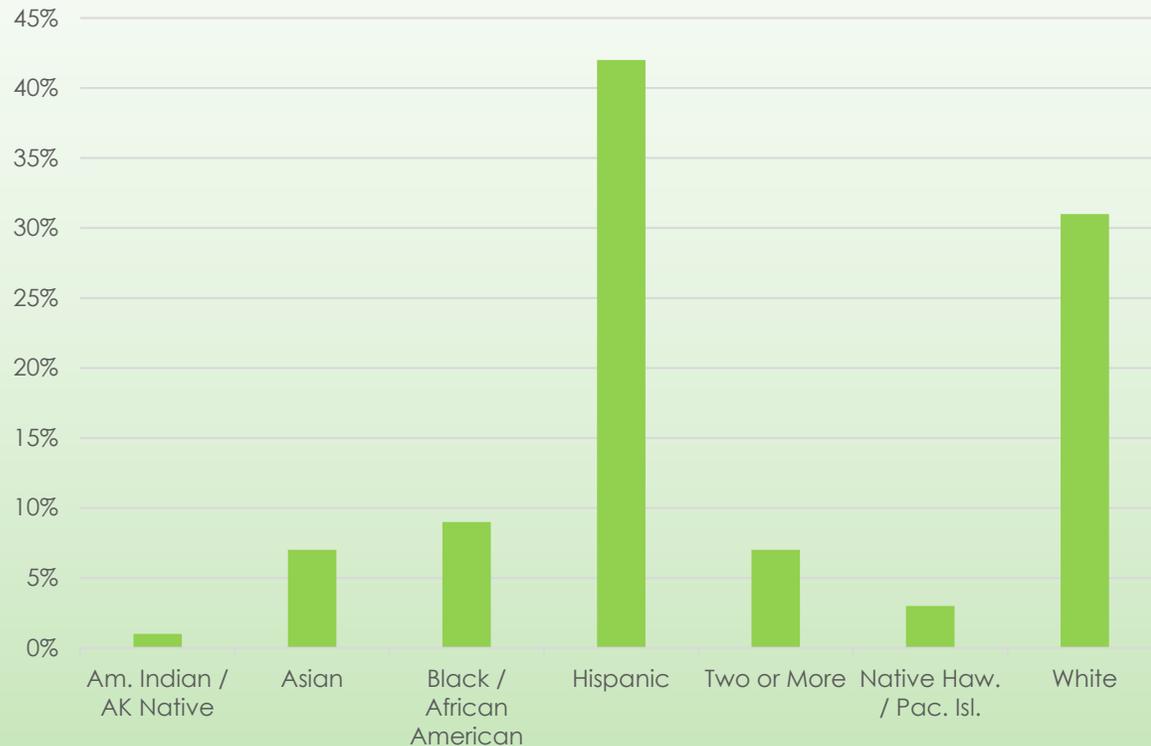
Serving  
Students in the Reynolds School District

12



# EQUITABLE PROGRAM ACCESS FOR ALL STUDENTS IN REYNOLDS

## The Students in Reynolds School District



42% Hispanic  
31% White  
9% Black/African American  
7% Two or More  
7% Asian  
3% Native Hawaiian/Pacific Islander  
1% American Indian/Alaskan Native  
*(percentages rounded to the nearest whole number)*

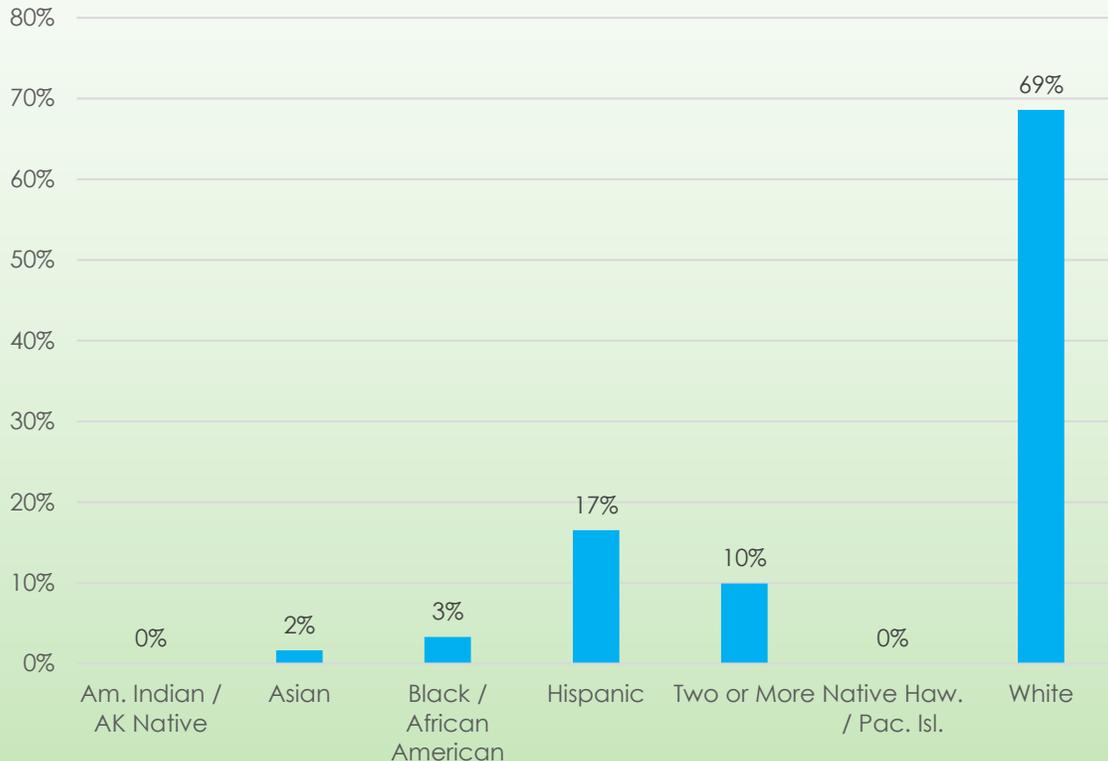
13



\*Based on the 2019 State Report Card enrollment of 10,490 students.

# EQUITABLE PROGRAM ACCESS FOR ALL STUDENTS IN REYNOLDS

## Who are the Students Who Left Reynolds for Online Schools?



17% Hispanic  
69% White  
10% Two or More  
3% Black/African American  
2% Asian  
0% Native Hawaiian/Pacific Islander  
0% American Indian/Alaskan Native  
*(percentages rounded to the nearest whole number)*



\*121 students of the total who left, who we have complete demographic data recorded for.

# EQUITABLE PROGRAM ACCESS FOR ALL STUDENTS IN REYNOLDS

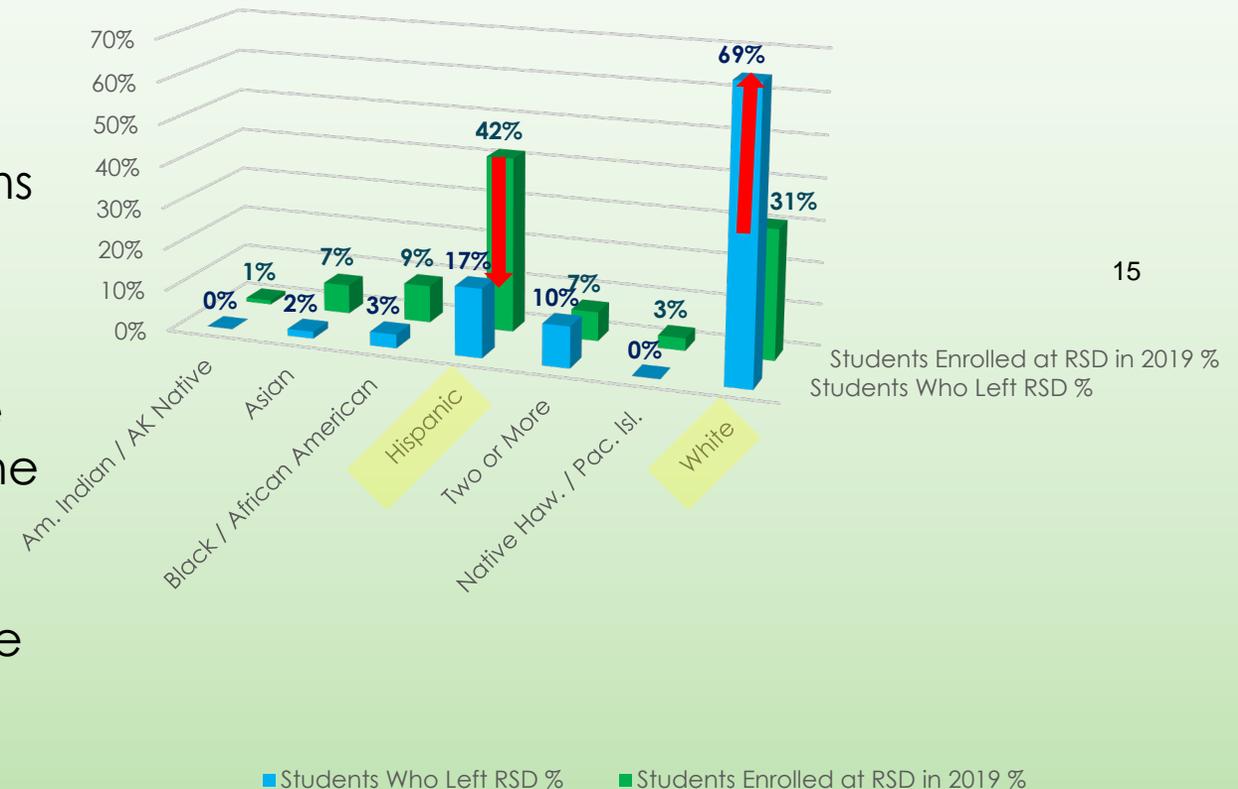
## Notable Differences Between The Two Data Sets

### Noted by the Team:

- Hispanic students accessed outside online programs at a rate of 25% less than district enrollment.
- White students accessed outside online programs at a rate of 38% greater than district enrollment.

### Wonderings:

- Do all students have access and the knowledge to move to Online School programs outside of the Reynolds School District?
- Would offering a program within the Reynolds School District equalize accessibility and increase participation?



15

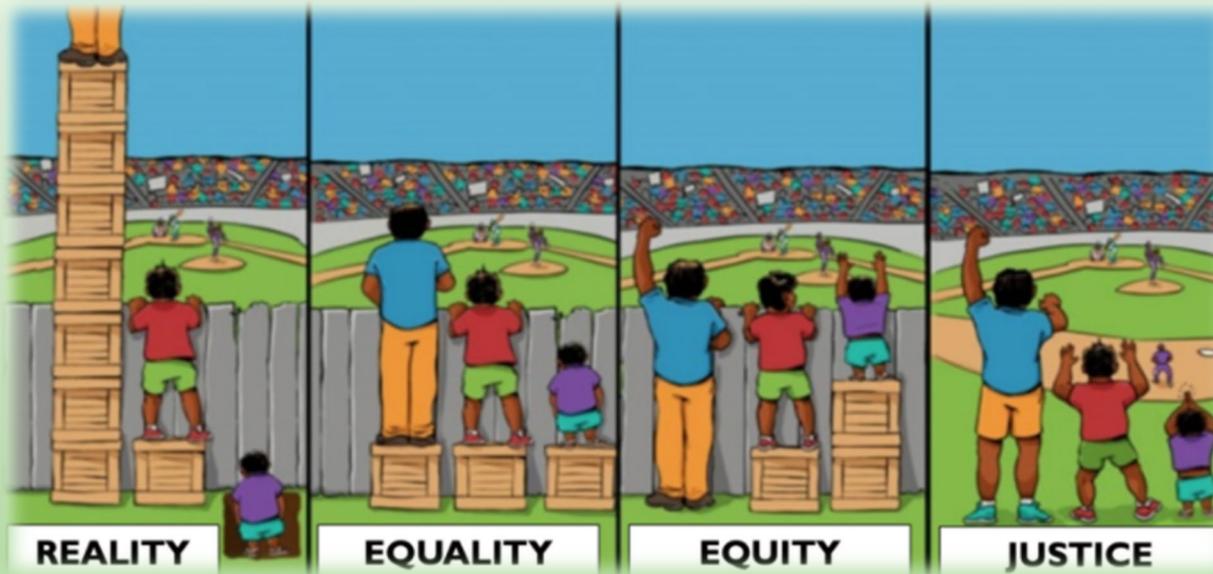


\*Based on the 121 students who left, who we have complete demographic data recorded for; and 2019 State Report Card enrollment of 10,490 students.

# EQUITABLE PROGRAM ACCESS FOR ALL STUDENTS IN REYNOLDS

## The Team's Goal: Equitable Access to Learning Options for All Students

Provide all families the same access to an online program. Because it will be offered within the Reynolds School District, this will remove any possible systemic barriers.



# BUDGET OPTIONS COMPARISON

Budget Item:	K-12 Program:	Elementary Program:	Middle School Program:	High School Program:
Staffing	\$2,320,000	\$1,110,000	\$1,055,000	\$1,055,000
Materials/Supplies	\$20,000	\$10,000	\$10,000	\$10,000
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Transportation	\$40,000	\$40,000	\$40,000	\$40,000
Nutrition	\$18,792	\$18,792	\$18,792	\$18,792
Projected Costs:	\$2,703,792	\$1,221,792	\$1,254,292	\$1,254,292
*Projected Revenue:	\$2,940,000	\$980,000	\$820,000	\$1,140,000

\*Projected Revenue based on percentage of sample group with complete data at each level

# STAFFING AND PROGRAM BUDGET

<b>Funding Source</b>	<b>Year 1 Grades 9-12</b>	<b>Year 2 Grades 6-12</b>	<b>Year 3 Grades K - 12</b>
ESSER Funding	\$1,000,000	\$1,000,000	\$1,000,000
ADMw Funding	\$1,140,000	\$1,960,000	\$2,940,000
Total Potential Funding	\$2,140,000	\$2,960,000	\$3,940,000
Estimated Cost of Program	-\$1,254,292	-\$2,168,584	-\$2,703,792
Difference	\$885,708	\$791,416	\$1,236,208



# WHY OFFER AN ONLINE SCHOOL OPTION IN REYNOLDS?

## A Parent's Perspective

Regarding In-Person Learning,

“We tried almost everything there was to try; from adjusting teachers, changing classes, offering gadgets to keep his hands busy, to support on assignments, extra time for emotions, and a buddy system during<sup>19</sup> certain classes. Somedays these things worked and other days they didn't, which made things more difficult for teachers, school staff and myself but most importantly my son.”

“I would rather continue with him attending online classes than have him return to full time in person classes.”



# WHY OFFER AN ONLINE SCHOOL OPTION IN REYNOLDS?

## A Parent Voicing their Child's Perspective:

“His IEP meetings and parent/teacher conferences have had positive returns. His teachers now tell him how much his attitude<sup>20</sup> has changed, how he participates more during classes and assignments, how his grades have improved, and he asks for help when needed. His attitude at home has also improved.”





To: Board of Directors  
From: Dr. Nicole MacTavish, Chief Academic Officer  
Prepared by: Gary Schuh, Instructional Technology TOSA; and Chris Greenhalgh,  
Director of Instructional Technology

**Subject: Online School Proposal**

Policy: [District Equity Policy – IKAAA/GCCB/GDCB, Instructional Goal – IA](#)

Date: April 14, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

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**Staffing and Program: 3-Year, Scaled Budget**

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**Budget Options Comparison**

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Total Projected Cost:	\$2,703,792	\$1,221,792	\$1,254,292	\$1,254,292
<i>Projected Revenue:</i>	<i>\$2,940,000</i>	<i>\$980,000</i>	<i>\$820,000</i>	<i>\$1,140,000</i>

**Alternatives:**

No further planning for a Reynolds School District online program for the 2021-2022 school year.

**Staff Recommendation:**

Direction from the Board to plan for a 9-12 online program for the 2021-2022, 2022-2023 and 2023-2024 school years.

**Motion:**

I move that the Board authorize planning for a 9-12 online program for the 2021-22, 2022-23 and 2023-24 school years, with expansion to middle school in 2022-23 and 2023-24, and expansion to elementary in 2023-24.

To: Board of Directors

From: Dr. Angela Freeman; Assistant Superintendent, Human Capital Management

Prepared by: Liza Holland; Assistant, Human Capital Management

**Subject: Memorandum of Understanding with REA**

Policy: [Board Powers and Duties](#)

Date: April 14, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #1:** We believe that all students, families and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.

**Summary:**

Reynolds School District (RSD) and Reynolds Education Association (REA) have reached an agreement on a Memorandum of Understanding (MOU) for the purpose of outlining working conditions and safeguards for licensed staff as students return to on-site learning. RSD and REA are committed to reopening schools safely for students and staff, and in accordance with the Governor’s Executive Order No. 21-06 and Oregon Department of Education’s (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21* (ODE/OHA Guidance).

Attached is the following document: “REA Hybrid MOU”

**Previous Board Action:**

Not Applicable

**Background:**

Oregon Governor Brown issued Executive Order 21-06 on March 12, 2021 which directed public schools to offer fully on-site or hybrid in-person instruction. In accordance with Executive Order No. 21-06 and ODE guidance under Ready Schools Safe Learners, Oregon educators have begun to return to in-person instruction. Reynolds School District has collaborated with collective bargaining groups to facilitate staff return.

Staff is requesting that the Board formally approve the MOU with REA to serve as the protocol for licensed employees to work onsite as students return to the classroom.

**Financial Implications:**

Not Applicable

**Alternatives:**

The Board could require additional information prior to taking action on this agenda item.

**Staff Recommendation:**

Staff recommends the Board approve the agreement between Reynolds Education Association as proposed.

**Motion:**

I move that the Board approve the MOU between REA and the Reynolds School District, which will serve as the protocol for licensed staff to work onsite for the duration of the agreement.

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

### **Memorandum of Agreement Between Reynolds School District and Reynolds Education Association on Comprehensive Hybrid Learning**

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 under a Comprehensive Distance Learning (CDL) are significantly altered when professional educators are also engaged in Comprehensive Hybrid Model of Learning (CHL). The District will provide CHL 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 Returning to In-Person Instruction; Public Health Protocols; Facilities and School Operations; and Response to Outbreak. All worksite CHL implementation committees shall have at least one representative selected by the Association.

In order to protect professional educators engaged in CHL, the Parties agree to the following:

1. CHL instruction shall be phased in and begin as follows:
  - a. K-5, Reynolds Learning Academy staff week of April 5
  - b. Grades 6, 9, and 12 week of April 19
  - c. Grades 7-8 and 10-11 week of April 26
2. There will be a minimum preparation period of at least one week prior to all transitions from CDL to CHL to ensure that CHL blueprints are fully implemented and that staff, students and their families are fully prepared for this substantial change. Prior to beginning CHL, the District will provide specific training up to eight (8) hours to educators providing CHL so that those educators can learn safety protocols and processes. In addition to the training, members will be provided at least sixteen (16) hours of uninterrupted member-directed time with no synchronous CDL responsibilities prior to their CHL sections beginning. No K-5 elementary educators will be required to be on campus before April 5. No 6-12 educators will be required to be on campus before April 13.
3. The work schedule must comply with the current Collective Bargaining Agreement.
4. The District will follow the most current RSSL for CHL for cohort size and shall not exceed capacity for classrooms/learning spaces. Licensed educators who interact with multiple cohorts (PE, music, librarians, TOSAs, nurses, psyches, counselors, social workers, resource specialists, SLPs, etc.) may, in consultation with their administrator, be allowed to engage via technology where possible in order to minimize close

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

contact with students in multiple cohorts. Additionally, these staff will be provided a confidential space to conduct tasks requiring confidentiality when appropriate and needed for their assignment.

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. If essential staffing cannot be maintained, the District recognizes its responsibility to immediately suspend-in-person learning-services until such times as the necessary staffing can be attained. 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.

Licensed educators shall be allowed to work remotely during the CDL portion of the day so long as they are on campus during the in-person portion of the day, adequately performing all expectations including attending scheduled meetings, PLCs, student/family engagement, and collaboration with co-workers, and duties as assigned by the building administrator. All meetings will be offered virtually, unless in-person attendance is necessary due to the nature of the meetings/trainings.

5. Once an educator begins a CHL assignment, 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, that are not resolved after notice to the District, the site administrator 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 for CHL and/or CDL. 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. In the CHL model, building 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

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

such duties might include bus off and on-boarding, lunch or recess supervision, transitions between cohorts, etc. Schedules may be flexed by mutual agreement between administrator and member, to allow adherence to the 8-hour and 7.5-hour contract day limits. 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 shall support school personnel who meet criteria for high risk populations as identified by the CDC (revised list as of January 4, 2021).
  - a. Any educator who meets or lives with someone who meets the CDC criteria for high risk populations will be asked to provide medical verification, invited to an interactive meeting with Human Capital Management and will be involved in a discussion of possible reasonable accommodations that may include the educator performing his/her assigned work remotely if such work is available. Human Capital Management shall notify the educator of their right to bring Association representation to the meeting before it is scheduled.
  - b. Any member who is in a doctor ordered quarantine due to a confirmed COVID-19 exposure, who is medically released to perform their District approved job duties from home, shall be provided options to complete the portion of their duties which can be performed remotely. For the portion of duties that are required on site, the member may work with Human Capital Management to determine leave.
  - c. Health Insurance Benefits: District contributions to health insurance benefits will be paid to the same extent for members who continue to work but have reduced hours due to COVID-19 through June 16, 2021. Does not apply to leave without pay.
8. The District will comply with COVID 19 rapid testing and contact tracing requirements in RSSL and by the MCHD. The District will provide opportunities for staff to be COVID tested in accordance with "COVID-19 Testing in Oregon K-12 Schools". Should a member of the CHL cohort test positive for COVID-19 the District will comply with the RSSL and Multnomah County Health Department (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 must be 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

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

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.

9. The District, in partnership with the Association, will allow the use of a COVID leave sick bank for the duration of the 2020-21 contract year. The District serves a community interest by providing COVID leave to prevent sick employees from reporting to work.
  - a. The bank will be seeded and maintained by the District and the Association's Sick Leave Bank. Days granted from the COVID leave sick bank will be shared equally by the District and Association.
  - b. All employees who are assigned to CHL and 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.
  - c. If contact tracing reveals the employee was exposed to COVID-19 at work or qualifies for any of the reasons listed in d., then the employee's own accrued leave does not need to be exhausted in order to qualify for the bank.
  - d. Reasons for accessing the bank include:
    - i. Eligible employee is subject to a 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.
  - e. An employee who believes they have contracted or were exposed to COVID-19 on the job and who has sought treatment or medical advice for an exposure or a condition the employee believes 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.

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

10. RSD will provide leaves according to the collective bargaining agreement and state and federal laws. For the 2020-2021 school year, members may request up to a three-month unpaid leave of absence as a result of the COVID-19 pandemic.
  
11. When the instructional model transitions to CHL, RSD will implement the established safety and cleaning protocols between student cohort groups 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. Pursuant to current RSSL guidelines, the District shall adhere to established health-check protocols for students, staff, and visitors arriving at school each day and RSD shall create a dedicated quarantine area, separate from the nurse's office/station, in each building/worksite.
  
  - 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 blueprints/plans for reopening. All RSD blueprints/plans shall include 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 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) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue 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 accommodate the number of students with distance protocols as established-by current RSSL guidance and 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.

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

- 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 shall be required 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.
  - f. RSD shall not require in-person staff meetings or professional development if RSD cannot ensure a minimum of six (6) feet of physical distance between all employees [and other relevant safeguards] for the duration of the meeting and for entering/leaving the meeting.
  - g. Each educational space will be evaluated, and capacity posted for safe distancing in rooms, including space for educator and student movement, in accordance with the current RSSL guidelines. Professional educators may change the arrangement of the room, including removing or adding equipment and/or desks, so long as distancing requirements continue to be met. For each classroom within the worksite, RSD shall provide a minimum of 35 required square feet per occupant, including teachers and educational assistants for regular occupants. Based on OHA and RSSL guidance, sufficient space shall also be provided for full view of the presentation medium, maneuverability, entries, aisles, sinks, and sanitizing stations. Classroom teachers will be given a minimum of 35 square feet for conducting instruction, as well as the minimum required furniture needed to execute the job, as required by the current version of RSSL. A space will be provided within each building for staff members to check email and perform other duties outside of the student classroom. Parties agree to reopen this section if RSSL guidance changes related to cohort size or learning space capacity to comply with legal requirements.
12. The District shall implement a “best spaces first” protocol when determining where in-person instruction will take place. Any and all CHL will take place in RSD buildings that are equipped with HVAC systems that use 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 allocate at least \$250,000 for the purchase of 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. All classrooms and/or spaces that are used for Hybrid instruction, and that have no windows or windows that do not open and/or where ventilation standards of MERV 13 cannot be met, shall be equipped with low noise HEPA-rated air

## **REA/RSD CHL MOU AGREEMENT, 4/2/21**

filters. The District shall provide a prioritized list of classrooms that will receive a HEPA air purifier to the Association and distribute these HEPA air purifiers prior to the first day each student group is to report to worksites. Members whose assigned work spaces have no windows or windows that do not open and where ventilation standards of MERV 13 cannot be met and are not used for Hybrid instruction, will be offered a temporary work space with windows and/or where ventilation standards can be met. This temporary relocation shall be voluntary, shall apply for the remainder of the 2020-2021 school year, and shall not qualify for the payment afforded to members who move classrooms in Article 11, Section H of the CBA.

13. The District Safety Committee shall serve as the COVID response team to implement, review and modify the agreed upon health and safety measures per the District's Integrated Communicable Disease Management Plan. Before any changes to this document occur, the Association will have an opportunity to give input. Subsequent changes to this document will be shared with the Association. The District will continue to have a Safety Committee at each school. If a safety provision is not in place, it will be corrected prior to the room being utilized for in-person instruction. If a professional educator has a safety concern after the initial tour, the professional educator will bring that concern to the administrator. See Section 4.
14. Members who have childcare needs shall receive a \$250 temporary childcare stipend for full time employees, prorated for part time employees, per month per household through June 18, 2021. Any partial month will also be prorated.
  - a. The temporary stipend will be paid as a reimbursement, no later than the July corrections payroll, and will apply to childcare provided through the last day of the 2020-2021 work calendar and while they were at work in-person, with receipts being submitted prior to June 30, 2021.
  - b. This provision is offered due to hardships caused by COVID-19 and the sudden return to in-person obligations. The stipend only applies to the 2020-2021 academic year and does not establish a precedent for any negotiations in the future.
  - c. Qualifications shall be as follows:
    - i. Childcare is necessary for a child from age birth to grade 6 or an older school-aged child who has a documented need for supervision.
    - ii. The member is not on a leave of absence. For members on approved intermittent leave the stipend will be pro-rated based on actual days worked.
    - iii. The member's childcare services are not provided by a member of the member or child's household.
    - iv. Per IRS regulations, the temporary stipend is recognized as compensation and will be issued on monthly payroll checks as taxable income.

## REA/RSD CHL MOU AGREEMENT, 4/2/21

15. By mutual agreement, the CHL agreement may be reopened to address potential needs after one (1) month from the date of signature. 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.

### REYNOLDS EDUCATION ASSOCIATION

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Evan Selby, REA President

4/5/2021

Date

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M. Nasser Marsh, REA Bargaining Chair

4/5/2021

Date

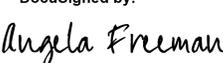
### REYNOLDS SCHOOL DISTRICT

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Dr. Danna Diaz, Superintendent

4/2/2021

Date

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Dr. Angela Freeman,  
Assistant Superintendent of HCM

4/2/2021

Date

To: Board of Directors

From: Dr. Nicole MacTavish, Chief Academic Officer

Prepared by: Liza Holland; Assistant, Human Capital Management

**Subject: Memorandum of Understanding with OSEA Reynolds Chapter #37:  
Returning to In-Person Instruction**

Policy: [Board Powers and Duties – AE](#)

Date: April 14, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #1:** We believe that all students, families and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.

**Summary:**

Reynolds School District (RSD) and Oregon School Employees Association (OSEA) Chapter #37 have reached an agreement on a Memorandum of Understanding (MOU) for the purpose of outlining working conditions and safeguards for classified staff as students return to on-site learning. RSD and OSEA are committed to reopening schools safely for students and staff, and in accordance with the Governor’s Executive Order No. 21-06 and Oregon Department of Education’s (ODE) *Ready Schools, Safe Learners Guidance for School Year 2020-21* (ODE/OHA Guidance).

Attached is the following document: “OSEA Returning to In-Person Instruction MOU”

**Previous Board Action:**

Not Applicable

**Background:**

Oregon Governor Brown issued Executive Order 21-06 on March 12, 2021 which directed public schools to offer fully on-site or hybrid in-person instruction. In accordance with Executive Order No. 21-06 and ODE guidance under *Ready Schools Safe Learners*, Oregon educators have begun

to return to in-person instruction. Reynolds School District has collaborated with collective bargaining groups to facilitate staff return.

Staff is requesting that the Board formally approve the MOU with OSEA to serve as the protocol for classified employees to work onsite as students return to the classroom.

**Financial Implications:**

Not Applicable

**Alternatives:**

The Board could require additional information prior to taking action on this agenda item.

**Staff Recommendation:**

Staff recommends the Board approve the agreement between Oregon School Employees Association Chapter #37 as proposed.

**Motion:**

I move that the Board approve the MOU between OSEA and Reynolds School District, which will serve as the protocol for classified staff to work onsite for the duration of the agreement

## **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 associate 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:

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Nicole MacTavish, Chief Academic Officer

4/2/2021  
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Date

FOR OSEA CHAPTER 37:

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Suzi Mutschler, President

4/2/2021  
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Date

FOR OSEA:

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Teri Staudinger, Field Representative

4/2/2021  
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Date

To: Board of Directors

From: Dr. Nicole MacTavish, Chief Academic Officer

Prepared by: Liza Holland; Assistant, Human Capital Management

**Subject: Memorandum of Understanding with OSEA Reynolds Chapter #37:  
Inclement Weather**

Policy: [Board Powers and Duties](#)

Date: April 14, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement       Equity       Fiscal Responsibility       Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Summary:**

Reynolds School District (RSD) and Oregon School Employees Association (OSEA) Reynolds Chapter #37 have reached an agreement on a Memorandum of Understanding (MOU) for the purpose of addressing inclement weather. RSD and OSEA are committed to ensuring all staff be made whole in accordance with OSEA Collective Bargaining Agreement Emergency Closure, Article 7.

Please refer to the following attachments: Inclement Weather Emergency Closure MOU, OSEA Contract 2018 – 2021

**Previous Board Action:**

Not Applicable

**Background:**

Due to hazardous air quality and unsafe working conditions caused by wildfires along the west coast, Reynolds School District closed from September 11 – September 17, 2020. For classified staff who were unable to perform their duties remotely, this closure exhausted their personal leave.

In February 2021, Oregon experienced a winter storm that caused all worksites to be closed from February 11 – 16, 2021. For those staff who were unable to perform their duties remotely and had no paid leave remaining, Reynolds School District has collaborated with OSEA to facilitate as-needed personal leave grants.

**Financial Implications:**

Not Applicable

**Alternatives:**

The Board could require additional information prior to taking action on this agenda item.

**Staff Recommendation:**

Staff recommends the Board approve the agreement between Oregon School Employees Association Chapter #37 as proposed.

**Motion:**

I move that the Board approve the MOU between OSEA and Reynolds School District, which will serve as the protocol for personal leave grants to classified employees impacted by two major weather events during the 20-21 school year.

**Memorandum of Agreement**  
**Between Reynolds School District and**  
**Oregon School Employees Association**  
**RE: Inclement Weather / Emergency Closure**

This Agreement is between the Reynolds School District (District) and the Oregon School Employees Association, Chapter 37-Reynolds, for the purpose of addressing the Inclement Weather. The parties are committed to ensuring all staff be made whole in accordance with OSEA Collective Bargaining Agreement Emergency Closure, Article 7.

The Personal Leave grant will be added to the members' leave plans on an as-needed basis. This additional Personal Leave grant time may only be used on the dates noted below when the District office was closed due to inclement weather.

**Thursday, February 11, 2021 (District Closure):**

No iVisions entries are needed by staff members who reported to work. Employees will be paid for their entire shift. For all staff members who were scheduled to work and did not report to work, leave must be entered in iVisions for the staff member's entire shift.

**Friday, February 12, 2021 (District Closure)**

No iVisions entries are needed by staff members who reported to work. Employees will be paid for their entire shift. For all staff members who were scheduled to work and did not report to work, leave must be entered in iVisions for the staff member's entire shift.

**Tuesday, February 16, 2021 (District Closure)**

No iVisions entries are needed by staff members who reported to work. Employees will be paid for their entire shift. For all staff members who were scheduled to work and did not report to work, leave must be entered in iVisions for the staff member's entire shift.

**OSEA Contract Article 7, Emergency Closure**

When the District declares school closures due to weather or other emergencies, employees are not required to report to work unless they have been designated essential staff by the Superintendent's office.

Article 7, Section A.2: In the event an employee is required to report to work on a closure day due to inclement weather, the employee will receive his/her hourly rate plus an additional \$5.00 (five dollars) per hour for the hours worked. If the employee is requested to work with custodial, grounds, or maintenance staff doing outside inclement weather preparation or snow/ice removal, the employee will receive their hourly rate plus an additional \$10.00 (ten dollars) per hour for the hours worked.

In the event an employee voluntarily requests to report to work, and receives approval from their supervisor to do so, on a closure day due to inclement weather, the employee will receive their hourly rate per hour for the hours worked.

*Note: This does not include natural disasters that may require the District, with input from OSEA, to determine a different set of essential staff. A natural disaster is an event that results in large-scale loss of life or damage to property. It could be related to weather, geology, or pandemic.*

The Superintendent has designated the following as essential staff that need to report to work:

**2020-2021 Essential Staff:**

**Classified Staff:**

- Custodians
- Grounds/Maintenance

**District Office Campus:**

- Financial Services Staff
- Transportation Mechanics and Leads
- Nutrition Services Warehouse Driver
- Language Services Coordinator

**Other Staff:**

- All District Office Administrators, Supervisors, Specialists and Confidential Staff
- All Building Administrators

Essential employees not able to attend work because of weather-related causes shall fall under the same terms as non-essential employees regarding days that may be used to account for inclement weather days (please see OSEA Contract, Article 7 Emergency Closure, A.4).

**OSEA**  
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 Susan Mutschler, OSEA President  
 4/2/2021  
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 Date

**REYNOLDS SCHOOL DISTRICT**  
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 Danna Diaz, Superintendent  
 4/2/2021  
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 Teri Staudinger, Field Representative  
 4/2/2021  
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 Nicole MacTavish, Chief Academic Officer  
 4/2/2021  
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 Date

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Adjourn**

Policy: [Board Meetings - BD/BDA](#), [Conduct of Board Meetings - BDDF](#)

Date: April 14, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to Board Goals**

Student Achievement     Equity     Fiscal Responsibility     Communications

**School Board Core Belief/Commitment #2:** We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.

**Adjournment**

