

CONTRACT AGREEMENT

Between

Corbett School District No. 39

And

The East County Bargaining
Council Corbett Education
Association/ OEA/NEA

July 1, 2020—June 30, 2023

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AGREEMENT BETWEEN
EAST COUNTY BARGAINING COUNCIL

AND

CORBETT SCHOOL DISTRICT NO. 39

This agreement is entered into by and between the East County Bargaining Council hereinafter named the "ECBC" and the Corbett School District No. 39, Multnomah County, Oregon, hereinafter called the "District."

WITNESSETH:

WHEREAS the District and the ECBC recognize that providing a quality education for the children of Corbett is their mutual aim,

WHEREAS the parties have reached certain understandings which they desire to confirm it is hereby agreed as follows:

Article 1

RECOGNITION AND STATUS OF AGREEMENT

- A. The Board recognizes the East County Bargaining Council as the sole and exclusive collective bargaining representative for licensed **unit members** contracted as unit members, specialists, TOSA's or counselors by the District. Licensed **unit members** shall include those who possess a license, degree or the equivalent issued by the State of Oregon, an institution of higher education, or a recognized professional organization.

All TSPC licensed professional personnel of the bargaining unit are herein referred to as "**unit members.**"

- B. District personnel not subject to the terms of this agreement and not members of the bargaining unit include substitutes, supervisors, part-time employees, per diem employees, nurse, and a temporary employee working under the conditions set forth by the Temporary Personnel Authorization form (contracts between 10 and 60 days). Leave provisions and other benefits of employment (insurance, etc.) are not applicable to this classification of employee.
- C. There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the District and one by the ECBC. Within ten (10) weeks of ratification of this agreement by both parties, the Board agrees to print sufficient copies of this agreement for all employed bargaining unit members and agrees to distribute copies to all the **unit members** at District expense. A searchable, electronic copy will also be provided to **unit members**.
- D. Reemployed Retirees
This provision applies to retirees who accept the District's invitation to continued employment after their retirement date.

Reemployed retirees who had previously worked for the District are full members of the bargaining unit; however, they are excluded from the following articles:

1. Article 31 Reduction in Force, if a reduction in force should occur,
2. Article 7 Evaluation.

Additionally, a mutually agreed upon assignment shall be guaranteed in writing by the District, concurrent with acceptance by the Board of the individual's retirement. The District may not transfer the reemployed retiree during the duration of agreed upon employment without the individual's consent. In the event that a retiree is rehired for an additional school year, the district and the **unit member** will revisit and mutually agree upon the assignment for the next

school year. Retirees may be hired back for as long as the district extends the invitation. **The District will extend the invitation to rehire for the next school year on or before May 1.**

The reemployed retiree will be expected to fulfill all duties and responsibilities as required of a regularly employed unit member. This includes attendance/participation at all faculty meetings, conference nights, back to school functions and other activities required of unit members in the building.

The reemployed retiree will be paid their daily hourly rate for each working day during the school year at his salary level on the salary schedule.

The reemployed retiree will be granted one sick leave day per month during the period of re-employment.

The reemployed retiree will continue to receive health care benefits.

All provisions of the collective bargaining agreement not specifically identified in this section remain in full force and effect.

Article 2

NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. Any agreement so negotiated shall be reduced in writing after ratification by the parties.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Article 3

GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" means either:

- a. a complaint by a member or group of members **in the bargaining unit**, that there has been a violation or inequitable application of any provisions of the contract, or that **the unit member** has (have) been treated inequitably by reason of any act or condition which is contrary to the interpretation of the terms of the contract; or
- b. a complaint by the Local Association (CEA) that there has been a violation of the rights of the Local Association (CEA) as explicitly set forth in this contract.

2. Exclusions

A grievance shall not include, and this grievance procedure shall not apply to the following:

- a. Any matter as to which the District is without authority to act.
- b. Any claim of violation of District policies or procedures shall be grievable to the Board level.

3. "Grievant" means the person, persons or Local Association (CEA) who has the grievance and is presenting the complaint.

4. "Day" means any **work** day. Weekends or holidays are excluded, except that when a grievance is filed on or after May 1, the time limits shall consist of all calendar days.

B. General Procedures

1. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end

of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.

3. The grievant may be represented by a representative of the Local Association (CEA) through Level 2. At Level 3 the grievant may add one additional counsel.
4. No **unit** member participating in the resolution of a grievance shall suffer any discrimination or reprisal for doing so.
5. Failure at any level of this procedure by the aggrieved to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.
6. In the course of investigating any grievance, representatives of either party **of** interest who need to contact a member or student in school, will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
7. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
8. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
9. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date, then **the unit member** must initiate action within the ten (10) days following their first knowledge of the cause; in failing to thus initiate action **the unit member** may be considered to have no reasonable grievance.
10. Financial responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs shall be borne equally by both parties.
11. The processing of all grievances shall be on forms provided by the District. Such forms are attached to this contract as Appendices D and E.
12. The specified time limits applicable to the steps of this procedure may be waived or modified only by written mutual consent of the grievant, the Local Association (CEA) and the District.

13. A grievant shall exhaust this grievance procedure before resorting to any other legal or state or federal administrative remedies for their grievance, and failure to exhaust this procedure shall preclude the member from using this grievance procedure.
14. **All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.**

C. Levels

Level I – Informal

1. Within ten days of the alleged violation of this agreement, the grievant shall first initially discuss the grievance with **their** immediate supervisor in an attempt to resolve the matter informally.
2. In the event the matter is not resolved to the satisfaction of the grievant, **they** shall within five days of the discussion with **their** supervisor, set forth the grievance in writing and deliver it to his supervisor. The written grievance must contain the following:
 - a. an explanation of the grievance and the relevant circumstances surrounding it;
 - b. the specific provisions of the agreement which were allegedly violated by the District; and
 - c. the remedy being sought by the grievant and which will resolve the grievance.

Level II - Formal - Immediate Supervisor.

1. Within five (5) days of receipt of the written grievance, the grievant's supervisor shall meet with the grievant and attempt to resolve the grievance.
2. Within five (5) days of the supervisor grievant meeting, the supervisor shall communicate to the grievant their written decision.
3. If the grievant remains unsatisfied, they may, within five (5) days of receipt of the supervisor's response, appeal that decision to the Superintendent.

Level III - Superintendent

1. Within ten (10) days after receiving the grievant's written appeal, the Superintendent shall meet with the grievant in an attempt to resolve the grievance.
2. The Superintendent shall give a written decision on the grievance within five (5) days after their meeting.
3. If the grievance remains unresolved in the judgment of the grievant, the grievant has five (5) days within which to make a written request to the Superintendent to submit the grievance to binding arbitration; provided, however, the written consent of the Local Association (CEA) shall be required to process a grievance through to arbitration.

Level IV - Arbitration

1. Within fifteen (15) days after such written notice of submission to arbitration, the District and the Local Association (CEA) shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment of an arbitrator to serve within the specified period, the Local Association (CEA) may request a list of arbitrators be furnished from the American Arbitration Association. The parties shall then select an arbitrator from that list by such method as they may mutually determine. If they are unable to agree upon a method, then the Local Association (CEA) and the District shall draw lots to determine the order of striking names from the list.
2. The conduct of the arbitration hearing shall be held pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall hold a hearing promptly and shall issue his decision no later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearings have been mutually waived, then from the date that final settlements and proofs on the grievance issues are submitted in writing to **the unit member**. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator may not add to, subtract from, or amend the terms of this agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding.
3. The District will provide all information of probable or potential relevance to the grievance, upon request of the Association.

4. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session.
5. No meetings or hearing under this grievance procedure shall be conducted in public in order to assure confidentiality to the grievant.

Article 4

RIGHTS OF PROFESSIONAL **UNIT MEMBER**

A. Just Cause

No member in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary, without just cause. Contract licensed **unit members** shall not be dismissed without just cause. All information forming the basis for disciplinary action will be made available to the member and the Local Association (CEA). Any violation of this provision may be used as a basis for grievance.

B. **A unit member** shall be entitled to have a representative of the Association during any meeting, which might reasonably be expected to lead to disciplinary action. Prior to such a meeting, the **unit members** shall be advised of the meeting, **will be given 24 hours notice of the meeting**, and the right to representation.

C. **The Council and its representative, including member benefit providers, shall have the right of access to school buildings for the purpose of holding meetings or workshops, provided that such meetings shall not interfere with normal school operations or members students contract time. Scheduling shall be consistent with District and/or site procedures governing building use.**

D. The member shall be responsible for determining grades and evaluations of students. No grade or evaluation of a student shall be changed by the Board without an administrative conference with the member involved first taking place unless unusual circumstances prevail, such as the death of the member, the unavailability of a member, or the incapacity to perform because of physical or mental illness of the member.

E. Whenever any member is required to appear before the Superintendent, Board or supervisor, for the specific purpose of demotion, suspension, dismissal or continuation of the member in his position or employment or the salary or any increments pertaining thereto, then the member shall be given prior written notice of the reasons for such meeting a minimum of forty-eight (48) hours in advance. The member shall have the right to a representative of **their** choice to assist **the unit member** during such a meeting. The District will follow the stipulations of ORS 342.875 regarding the suspension for both probationary and permanent members.

F. Any question or criticism by a supervisor, certified **unit members**, administrator or Board member of a member and **their** instructional methodology shall be made in confidence with the member.

G. Organizing

~~Members~~ unit members shall have the right to organize, join and assist the ECBC in professional negotiation and engage in other ECBC activities not in conflict with the substance of this contract.

H. The ECBC and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any **unit member**, board member or administrator because of age, race, religion, gender, gender identity/gender presentation, national origin, disability, sexual orientation, ethnic background, union activity, membership or non-membership in the ECBC. However, this provision shall not be construed to prevent the following:

1. District participation in programs conducted in an effort to increase economic opportunities for minority groups.
2. Distinctions resulting from a bona fide occupational requirement reasonably necessary to the normal operation of the District.
3. Retirement requirements authorized by law.
4. Insurance or similar benefits based on membership in the Local Association (CEA).

I. **Video Surveillance**

Acknowledging the primary purpose of video, audio, and photo surveillance is to ensure the health, welfare and safety of all members students and visitors to district property and to safeguard district facilities and equipment, the District and Association agree as follows:

1. **The District shall notify unit members that video surveillance may occur on district property before such surveillance is initiated.**
2. **Video surveillance shall not be used by the administrator in the evaluation of unit members except at the unit member's request.**

Article 5

WORK YEAR

- A. For all years when the Board has approved a 4-day student week, the school work year shall not exceed one hundred sixty-four (164) days, inclusive of the following:
1. Five paid holidays (Memorial Day, Labor Day, Thanksgiving, Veterans' Day, and President's Day).
 2. **Four (4)** inservice days (includes administrator-director meetings) in full day increments unless agreed upon by the parties.
 3. Three (3) student and departmental assessment days.
 4. Two (2) parent conference days (sixteen (16) hours)
 5. Three (3) **unit member** classroom preparation days (including **unit member** directed meetings such as department and grade level) (two (2) days at the beginning and one (1) day at the end of the year for closure). Exceptions to this date arrangement may be changed by mutual agreement between the District and the Local Association (CEA).
 6. One hundred **forty-seven (147)** student contact days (**1323** hours).
 7. The Statewide Professional Day will be a non-contract day. The District will pay for registration in approved activities.
 8. One additional paid day will be provided for all new **unit members** for district orientation.
- B. Within the one hundred sixty-four (164) days work year, the District may change the days provided in section A (2), (3), (4), (5) and (6) in order to meet the needs of the District in an emergency (threatened and/or actual school closure, budget failure, or loss of student contact days below the state minimum requirement). The District shall inform the Local Association (CEA) in advance of such changes and will **negotiate** with the Local Association (CEA) prior to making such change.
- C. During the contract period, the District shall provide a two-week winter break (10 week days). The Local Association (CEA) shall have the right to make recommendations to the Board concerning the setting of the dates for winter break.
- D. The pay period for **unit members'** work year shall be August 1 to July 31. The annual salary shall be paid in 12 equal installments with 1/12th to be paid on the

last working day of each month of the school year, except, June and July. June and July paychecks will be paid on the last week day of each month.

- E. In the event that a **unit member** does not complete the work year assignment, the compensation will be paid on the basis of the annual contract days and multiplied by the days worked minus the prior payments on the contract.
- F. If the Board decides to return to a five (5)-day week, then Articles 5 and 6 exclusively shall be reopened for bargaining under the applicable portions of the Public Employee Collective Bargaining Act (PECBA).
- G. All mandatory training including online training will be within your work hours on in-service days. In the event that a training cannot be scheduled on an in-service day, then a substitute or paid time will be provided. **Training scheduled during a unit member's preparation time shall receive their hourly rate.**
- H. **The District will consult with the Association or its duly authorized representative prior to drafting a proposed calendar. The proposed school calendar shall then be submitted to the Association for review prior to the first reading by the Board. Changes to the school calendar after initial adoption shall be submitted to the Council for review prior to adoption by the School Board.**

Article 6

HOURS

- A. For all years when the Board has approved a 4-day student week, normal work days for **unit members** shall be 9 (nine) hours on student contact days and 8 (eight) hours on non-student days. Each **unit member** shall file with the building principal at the start of the school year a schedule. Choice of schedule may be changed at semester time with notice to the principal. Exceptions to the building hours will be by mutual agreement and approved by the building administrator.

Unit members who attend District required meetings that extend more than 15 minutes beyond their scheduled workday, will have the choice of compensatory time or hourly pay in half hour increments.

Any change in student contact time needs to be negotiated with the association.

- B. Preparation Time

1. Each Elementary classroom unit member shall have thirty (30) uninterrupted minutes per student day within the student contact day (one hundred twenty (120) minutes in a four (4)-day week) as preparation time, plus, no less than two (2) additional forty (40)-minute uninterrupted blocks of time before or after the student day on days when students are in attendance.

Elementary unit members shall receive half of a mid-year in-service day for individual planning time.

Each **unit member** in the High School shall have uninterrupted preparation time of one (1) period within the student contact day and each Middle School unit member shall have uninterrupted preparation time of the same number of minutes as High School unit members, within the student contact day.

Learning specialists will be provided 1 hour per day for paperwork responsibilities.

Learning Specialists will be provided with one day of substitute time or six (6) hours of curriculum pay for each initial evaluation/SPED identification process or when requested by the **unit member** and approved by the SPED director.

The District will make efforts to provide common team planning time.

2. Preparation time for certified **unit members** employed for less than full time will be provided relative to the amount provided to full time **unit members**.
 3. Middle School and High School unit members who volunteer to teach one more class than regularly assigned would receive an additional 16.67% of their annual salary.
- C. All **unit members** shall be entitled to a daily duty-free uninterrupted lunch period of no less than 30 minutes, in accordance with ORS 342.608 (1) (3). Unit members may leave the building at their discretion during their scheduled duty-free lunch period. However, **unit members** will notify the building principal or **their** designee prior to leaving the campus.
- D. **Unit members** shall adhere to the building hours schedule and shall make no commitments, which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated **unit members** absence or later arrival or early leaving of any combination of them. **Unit members** shall not leave the building to which they are assigned during class or preparation periods without the consent of the building principal.
- E. Every effort will be made to equitably balance the teaching loads taking into consideration the curriculum, classroom size, number of pupils enrolled and alternative scheduling.

In situations where a class size/student load exceeds the designated levels below, unit members will be paid \$200 per student per reporting period for classroom unit members.

- F. Substituting

Any **unit members** agreeing to substitute on their preparation time or their designated paperwork time shall be paid at their hourly rate of pay.

Any **unit members** agreeing to take on other students in lieu of a substitute by the administration will be paid a prorated amount of the substitute rate of pay.

The District will hire a substitute for all required meetings during the student day.

Unit members agreeing to cover colleagues' classes for short periods of time shall not be compensated.

Article 7

EVALUATION

In developing and administering its evaluation system, including evaluation plans for each job category, the District will comply with ORS 342.850, ORS 342.856, the district's evaluation policy and the Professional Growth and Evaluation Handbook. Ultimately, the Professional Growth and Evaluation Handbook for unit members shall govern the evaluation procedures for the duration of this agreement unless changes are made by mutual agreement.

- A. Evaluations will be made pursuant to ORS 342.850 and ORS 342.856, and the Professional Growth and Evaluation handbook shall include the following:
1. The District shall, at least annually but with multiple observations, complete an evaluation of performance for each probationary **unit member** employed and for any other unit member. The purpose of the evaluation is to aid the **unit member** in making continuing professional growth and to determine the unit member's **unit member's** performance of the **unit member's** responsibilities. Evaluations shall be based upon at least two observations and other relevant information developed by the District.
 2. Peer assistance shall be voluntary and subject to the terms of any applicable collective bargaining agreement. No witness or document related to the peer assistance or the record of peer assistance shall be admissible in any proceeding before the Fair Dismissal Appeals Board, or in a probationary unit member non-renewal hearing before a school board without the mutual consent of the District and the unit member provided with peer assistance.
 3. The person or persons making the evaluations must hold teaching licenses. The evaluation shall be signed by the school official who supervises the unit member and by the unit member. A copy of the evaluation shall be delivered to the unit member.
 4. The personnel file shall be open for inspection by the **unit member**, the **unit member's** designees and the District school board and its designees. District school boards shall adopt rules governing access to personnel files, including rules specifying whom school officials may designate to inspect personnel files.
 5. If District evaluation policy requires or allows the use of artifacts in the evaluation process, both parties can bring artifacts for discussion; however, the bargaining unit member shall have the final decision in the selection of the artifacts for the portfolio.

- B. Failure to follow the handbook is a grievable matter.
- C. The district will provide copies of the Professional Growth and Evaluation Handbook to all licensed new hires upon employment with additional copies available upon request. The District will post a searchable copy of the Professional Growth and Evaluation Handbook will be available electronically.
- D. If the administrator determines that there is a performance deficiency which requires attention, the administrator will notify the unit **member** of the deficiency and the performance expectations prior to discussions of more formal processes. In the event that this conversation does not remedy the deficiency the **unit member** will be put on a guided support plan as outlined in the Handbook. The guided support plan will occur prior to implementing a Plan of Assistance for Improvement.
1. Any Plan of Assistance for Improvement shall be in writing and include the following:
 - a. A description of deficiencies;
 - b. A description of the expectation on how the unit member is to remedy the deficiency;
 - c. Assistance to be provided for meeting the expectations
 - d. Peer Assistance will be included with the agreement of the **unit member**;
 - e. Assessment techniques by which the district will measure and determine whether the unit member has sufficiently corrected the deficiency.
 - f. The person(s) responsible for the evaluation;
 - g. The timelines involved;
 2. Plan of Assistance shall be removed from personnel files within three years of successful completion.

No **unit member** will be evaluated, nor will any plan of assistance be required, for deficiencies identified in an area for which the **unit member** is not licensed.
- E. The **unit member** will have the right to representation at any meeting during the evaluation process and will have notice of their right to representation before the meeting.

Article 8

DUE PROCESS

- A. Due Process
1. No contract unit member shall be dismissed, and no probationary unit member shall be discharged, removed from employment, or non-renewed without due process. Due process for the purpose of this article is defined as:
 - a. The **unit** member will be told in writing the reasons and given the information forming the basis for such action prior to any final action.
 - b. The **unit** member will have the opportunity to respond to the charges.
 - c. The **unit** member will have an opportunity to discuss the matters with **their** supervisor.
 - d. Upon request, the employer shall be allowed to meet informally with the Board, prior to any final action, at which time the Board shall discuss the reasons for such actions.
- B. This article does not modify the Board's right under the provisions of ORS 342.835 to discharge, remove or refuse to renew the contract of a probationary unit member "for any cause deemed in good faith sufficient by the Board."
- C. The **unit member** will have the right to grieve the above evaluation procedure.
- D. The dismissal and non-renewal of any **unit member** is grievable through the grievance procedure of this agreement if the District fails to comply with evaluation procedures contained herein.

Article 9

TEACHING CONDITIONS

A. Teaching Conditions

The District shall provide all necessary protective clothing or equipment necessary for specialty assignments such as PE, vocational education or science courses.

B. Safe Working Conditions

The District shall furnish a place of employment and shall do other things reasonable and necessary to protect the life and safety of the **unit member** (ORS 654.010). When District administrators are aware of situations where **unit members** are likely to be exposed to serious, contagious diseases and illnesses, or environmental hazards, the District shall make a reasonable effort to inform **unit members** of such exposure unless confidentiality laws prevent it from doing so. The District will communicate to **unit members**; recommendations they receive for mitigating the exposure.

Unit member's attendance shall not be required whenever student attendance is not required due to inclement weather. The District may require unit members to make up days lost due to inclement weather, if students are required to make up days lost or if the day is scheduled for parent conferences. Days scheduled for inservice/work will not be rescheduled, but the District may reschedule inservice activities to upcoming non-student days in place of individual unit member preparation time. No unit member will lose leave as a result of inclement weather.

C. School Reform Legislation

1. The parties acknowledge that school reform legislation including but not limited to the federal Elementary and Secondary Education Act (ESEA)/ Every Student Succeeds Act (ESSA) legislation impacts on bargaining unit members. The parties agree that the Association will be provided with written notification and the Council will have the right to bargain any decisions or changes that impact bargaining unit members' terms and conditions of employment.

2. Student performance on tests shall not serve as basis for:
 - a. Involuntary transfer of a **unit member**;
 - b. Placement of a **unit member** on a Program of Assistance for Improvement;
 - c. Determination of competence for purposes of layoff and recall;
 - d. Disciplinary action against a **unit member** (up to and including termination of employment).

3. No negative evaluation or disciplinary action shall be taken against a **unit member** due to:
 - a. errors in test administration;
 - b. student test scores, test results, and/or an analysis of such scores or results shall not be recorded in a **unit member's** personnel file nor be used as a basis for evaluation.

Article 10

NON-TEACHING DUTIES

A. Collecting Money

Students who owe money for any reason will not be the responsibility of unit members for collection. Record keeping will be minimal, as necessary, with a simple check-off type system to be developed.

B. Pupil Transportation

1. Compensation

Unit members shall not be required to drive students to activities, which take place away from the school building. A **unit** member may do so voluntarily, however, with the advance approval of **their** principal or immediate supervisor. **They** shall be compensated at the approved Internal Revenue Service rate for the use of **their** own automobile.

2. Insurance

The District shall provide excess liability insurance with blanket coverage for all **unit members** when a **unit member's** automobile is used in the performance of school business authorized by the Superintendent.

C. Reimbursement for Travel Expense

Unit members required in the course of their work to drive personal automobiles from one school site to another shall be reimbursed for actual mileage from site to site or for round trip, at the approved Internal Revenue Service rate as of September 1 of that school year. The same allowance shall be given for use of personal cars for field trips or other authorized business of the District. The Board shall provide liability insurance protection for **unit members** when their personal automobiles are used as provided in this section.

Article 11

TRANSFERS AND VACANCIES

A. Voluntary Transfers

1. **Unit** members who desire a change in grade or subject assignment or who desire to transfer to another building for the next school year may file a written statement of such desire with the Superintendent's office not later than May 1. Requests for transfer must be renewed annually.
2. A **unit** member may be transferred from one school to another within the system and on the level of the certificate as approved by the employer.
3. If a **unit** member's request for a voluntary transfer has been denied, the member may upon request receive a written explanation of the reasons for denial from the employer.

B. Involuntary Transfers: In cases where enrollment or program changes require a transfer to be made, the District shall first ask for and will consider volunteers to be transferred. A transfer is defined as a change between buildings or program levels (Preschool, Primary, Intermediate, Middle School, High School, **and CAPS**).

1. Written notice of an involuntary transfer will be given to the **unit member by May 15**.
2. When the District makes an involuntary transfer of a unit member, the **unit member's** seniority in the District, competency, training and experience will be taken into consideration by the District.
3. An involuntary transfer will be made after a meeting between the **unit member** and the building administrator, at which time the **unit member** will be notified in writing, if requested by the **unit** member, of the reason for transfer. If an involuntary transfer occurs during the summer months, and the unit member is unavailable for a meeting, **unit member** will be notified by the certified letter.
4. The **unit member** shall receive personal notice prior to the general staff being informed of a transfer.
5. When a **unit member** is being involuntarily transferred, **they** will have the opportunity to make known to the appropriate administrators **their** wishes regarding possible new assignments. The **unit member** will have the opportunity to visit the new assignment prior to transfer and will be given at least two (2) days to prepare without student responsibilities.

6. The employer in **their** reasonable judgment may fill vacancies on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant. This vacancy shall be posted internally for ten (10) days at each site and in the District office, prior to public posting for the position.
7. No **unit member** shall be subject to more than two involuntary transfers within any five (5) year period of employment in the District except in a layoff situation. A **unit member** involuntarily transferred who applies for a vacant position will be given first consideration over new hires.

C. Vacancy

1. A vacancy shall be defined for the purpose of this contract as a situation where a vacant position was previously held by a **unit member** or when a new position is created for which the District desires to replace or hire.
2. **All vacant certified** positions will be emailed to all **unit members** and posted in the District office and all buildings.
3. **Unit members** within the District will be considered first to fill any vacancies.
4. Whenever vacancies occur during the normal summer months when regular school is not in session, all **unit member** will be notified via school email that a position is being posted. **Unit members** interested in the position will respond to the District with a letter of interest within the timeframe of the posting.

Article 12

PERSONNEL FILES

- A. **Unit** member personnel file inclusive of electronic evaluation files shall be confidential and open to inspection only by the **unit member**, representatives of the District, or representatives designated by either the **unit member** or the District. The **unit member** shall have the right to review **their** personnel file during normal District business hours and shall have the right to have a representative present. Upon request the **unit member will** receive a copy of any and all documents in the personnel.
- B. A copy of observations, evaluations, complaints, reprimands, or material negative to the **unit member** will be given to the **unit member** prior to its placement in the **unit member's** personnel file. The **unit member** will sign the copy of the material to be placed in the personnel file. The **unit member's** signature shall indicate that **they** have read the material, but does not necessarily agree with the content. The **unit member** may attach a written rebuttal to any material placed in the file and may also place other work related materials he/she wishes in the file. Any written statement relating to any evaluation, reprimand, charge, action or any matter placed in the 's personnel file shall be attached to the corresponding document in the personnel file.
- C. Disciplinary material, evaluations, observation notes or forms and complaints which have not been given to the **unit member** prior to notification of discipline, demotion or other change in employment status will not be used by the District as the basis for such action.
- D. Two separate files, one for payroll information and one for personnel records may be used in the office of the clerk.
- E. A **unit member** may consult with the District regarding removal of any material in the personnel file and such material may be removed by mutual agreement **or after three years if no further incidents have occurred.**
- F. An **unit member's** immediate supervisor may maintain a building or working file that is not part of the personnel file. The contents of the working file shall be available to the immediate supervisor, superintendent, the **unit member** or the **unit member's** designee, but the file is otherwise considered a confidential file. If the **unit member** desires, **they** may include a response to any item in the working file. Upon request from the **unit member**, the building Principal/designee will provide a copy of any materials in the working file. Annually, the **unit member**, may request the deletion of any materials from the working file; the Principal will decide and respond.

G. Confidentiality

All **unit members**, personnel records shall be considered confidential, except as provided by ORS 339.375 (Appendix B), and access to those records shall be permitted only to:

1. Agents of the District who have a legitimate need for information in the personnel file in order to perform administrative functions;
2. The **unit member** who is the subject of the personnel file; and
3. Those individuals or organizations to which the **unit member** specifically authorizes the release of such records.

Administrative working files and investigatory files regarding allegations of misconduct are considered personnel files for purposes of the confidentiality provisions of this Agreement.

- H. Evaluation reports and documents shall be maintained in the personnel files of the District. The evaluation report shall be placed in the unit member's personnel file only after reasonable notice to the unit member.

Article 13

COMPLAINT PROCEDURE

A. Complaint Procedure

It is recognized by the Board of Education that **unit members** seek to carry out their responsibilities in the best possible manner. However, there maybe times when complaints are made against a **unit member**. A complaint is a written criticism regarding a unit member made to any member of administration. It is the intent of this Agreement to provide a complaint procedure, which will handle such complaints expeditiously and fairly. If a written **letter or email** complaint is made against a **unit member**, such complaint shall be processed under the following circumstances:

- B. Any written **letter or email** complaint regarding a **unit member** made to any member of the administration by any parent, student, or other person, which does or may influence evaluation or disciplinary action against a **unit member**, shall, within ten (10) calendar days, be processed according to the procedures outlined below.
- C. The principal or immediate superior shall meet with the **unit member** to inform the unit member of the full nature of the complaint and they shall attempt to resolve the matter informally.
- D. The **unit member** shall have the right to be represented by the Local Association (CEA) at any meeting or conference regarding such complaint that is processed through section E, below and **be given 24-hours notice prior to the meeting or conference.**
- E. Procedure
 1. In the event a complaint is unresolved to the satisfaction of all parties, the unit member may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually accepted conference can be agreed on, the complaint shall move to Step 2.
 2. Any complaint unresolved in Step 1 at the request of the **unit member** or the building principal or counterpart supervisor shall review the complainant in an attempt to resolve the matter to the satisfaction of all parties concerned. Any complaint not resolved in Step 2 shall be submitted to the superintendent in writing.
 3. Upon receipt of the written complaint, the superintendent or his designee shall confer with all parties. Prior to any action taken, the superintendent

or unit member may request a meeting with either party **and an association representative of the member's choosing** in an attempt to resolve the complaint. The **unit member** shall have the right to be present at any additional meetings of the superintendent or their designee and the complainant, if requested by the **unit member**. **All meetings require a 24-hour notice.**

4. If the superintendent or **their** designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the unit member, they shall forward the results of their investigation along with his recommendations, in writing, to the Board and a copy to all parties concerned.
 5. After receipt of the findings and recommendations of the superintendent or his designee, before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.
 6. Complaints will be expunged after 3 years if no other issues arise.
- F. The preceding procedure shall also apply in complaints filed by the **unit member**.

Article 14

PAID LEAVES

Unit members shall be entitled each school year to the following temporary non-accumulative leaves of absence with full pay.

A. Sick Leave

1. **Unit members** of the bargaining unit who are absent due to personal or family illness or injury shall receive compensation during such absence in accordance with the provisions and reservations pertaining to sick leave allowances. The District will comply with all statutory sick leave provisions of ORS 342.596 and SB454 including use of sick leave not already covered in FMLA, OFLA, and the CBA. See Appendix E.
2. **Unit members** of the bargaining unit shall be granted ten (10) days/90 hours or the equivalent hours of their teaching day sick leave during each school year pursuant to ORS 342.596 (2). Such sick leave shall be credited to said **unit member** on the first contract day of the fall semester. In case of **unit members** who begin service after the beginning of the school year, sick leave shall be credited on the first day of active teaching service and consist of one day for each month remaining in the school year.
3. No maximum shall be placed on sick leave accumulation. **Unit members** will be able to see their sick leave balance on their paycheck stubs.
4. A **unit member** who has accumulated sick leave during employment in another Oregon school District, shall, upon verification, be allowed the number of sick leave days so accumulated in accordance with ORS 332.507.
5. Unused sick leave of **unit member** of the bargaining unit will be applied to their retirement benefits as provided by ORS 238.350.
6. In addition to absence caused by illness or injury of a **unit member**, sick leave may be used for medical, **mental health**, dental or ocular appointments.
7. A **unit member** would be allowed to use accumulated sick leave for family illness and any additional leave provided by ORS 659A.150 et seq, FMLA, OFLA, and SB454.
8. If, at the beginning of a school year, a **unit member** previously employed for at least one (1) school year, is ill and unable to resume **their** teaching

duties and such unit member had unused accumulated sick leave days at the end of the prior school year, **the unit member** will be allowed to use such previously accumulated sick leave days while **they** remain ill and unable to work. Such unit member shall not be credited with any additional sick leave days until the **unit member** has returned to **their** teaching duties.

A grant of sick leave in excess of five (5) consecutive days must be verified by a written statement from the unit member's attending physician or practitioner that injury or illness prevents the unit member from working. Verifications must indicate the anticipated length of absence. Those unit members who for religious reasons do not employ the services of a medical physician, shall furnish such other proof as may be required by the employer. Unit members returning to work after an extended absence due to an accident or illness may be required to provide a written release from the attending physician prior to resuming their duties.

B. Sick Leave Bank

The parties agree that a need exists to support colleagues who are faced with unforeseen illness or injury while employed by the Corbett School District. The intent of the sick leave bank is to bridge the time required by an employee unit member's illness or disability and their return to work, when other categories of leave days have been exhausted. The sick leave bank is not intended to replace other available leave days and is intended to work in concert with short term and long- term disability.

1. Membership in Sick Leave Bank

Unit members who have full or part-time employment with the district are eligible.

Unit members will abide by the decision of the sick leave bank committee.

2. Leave Bank Committee

The committee consists of two **unit members** of the participating bargaining unit association and one member of the Corbett Administration. Each group shall be responsible for the replacement of their representative members. The committee shall annually elect a chairperson who shall call the meetings and communicate decisions with the **unit members** and District as appropriate.

3. Donations to Sick Leave Bank

All regular (full or part-time) unit members have access to the sick leave bank.

- a. Participation in the sick leave bank shall be voluntary.
- b. Prior to a donation, **unit members** must have a balance in their sick leave account equal to or more than their donation.
- c. Donations shall be made in hourly increments up to sixteen (16) hours annually.
- d. Annual voluntary sick leave donation hours (days) will be made on the appropriate form, and signed, within an open enrollment period established by the District. New hires may elect to participate at the time of hire.
- e. Donation of these hours is irrevocable, but hours in the bank shall be cumulative from year to year.
- f. The committee may elect to ask for new donations only when it is necessary to replenish these days.
- g. Unit members may donate sick leave days to any district member.**

4. Use of Sick Leave Bank

- a. The **unit member** requesting must have depleted all available leave days, which are calculated in "hours."
- b. The requester must have verification from a medical doctor, certifying a debilitating illness or injury preventing the **unit member** from performing the duties of their job.
- c. The request to use the sick leave bank days shall be submitted in writing to the Superintendent or administrative designee, who shall notify the Sick Leave Bank Committee chairperson of the need to meet.
- d. The Sick Leave Bank Committee shall determine if the available hours (days) requested shall be retroactive.
- e. The Sick Leave Bank committee shall determine if a **unit member** may use the bank multiple times within one year.

- f. Hours granted shall not carry over into a new work year; if necessary, the **unit member** can reapply.
- g. The total number of hours granted shall be at the discretion of the Sick Leave Bank Committee, who shall have the authority to increase that number at a later date if the request still meets all other qualifying determiners.

5. Denial of Request

The **unit member** shall be informed from the Committee, in writing, as to the reason(s) for denial.

6. Records

The District shall keep accurate records of leave accumulated by the bank and sick leave used by the bank, and shared with the committee twice a year (fall and spring). An annual report shall be made available for contributing unit members stating a beginning balance, contributions, total requests, hours that have been granted and ending balance.

C. Personal

Unit members will be allowed three (3) days of personal leave. **Unit members** will not be required to state a reason for this leave. No more than 40% of the unit members from each building (elementary, middle school, high school, or CAPS) shall be granted personal leave on the same day without consent of the building administration. Requests for leave will be processed in the order in which they are received. **Unit members** may receive \$150 per day for any unused personal days. The **unit member** must make a written request for payment on or before June 14.

D. School Visitation

School visitation may be granted for the purpose of visiting other schools, attending meetings or conferences of an education nature.

E. Legal

Time necessary for appearance in any legal proceedings connected with the **unit member's** employment or with the school system, including jury duty, if the **unit member** is required by law to attend. Except for arbitration proceedings under this contract, such paid leave is not available when the **unit member** is a litigant or witness against the School District.

F. Jury Duty

If a **unit member** has to appear as a witness in court or for jury duty the School District shall authorize such absence with pay, provided that, if the **unit member** receives a witness fee or payment as a juror, excluding mileage and reimbursement received for expenses, such fee shall be turned in to the District office and a copy of the subpoena or request for jury duty is filed with the District office.

G. Bereavement Leave

Up to five (5) days at any one time in the event of the death of any **unit member** of their immediate family/household. Immediate shall be defined as to mean spouse, parents, children, brother or sister, grandparents, grandchildren, or spouse's immediate family as already defined. Other persons may be considered as members of the immediate family provided they are living in the home of the unit member or are dependent on the unit member for support. Other family members with a significant close relationship will be considered upon request by the unit member. Other bereavement leaves, either paid or unpaid, may be approved by the Superintendent based upon special circumstances. The Superintendent's decision in such matters shall be final and not subject to the grievance procedure.

H. Leave will be granted in accordance with ORS 659A.150et.seq (OFMLA) and the Family and Medical Leave Act (FMLA). **Unit members** may use any accumulated paid leave during this leave.

Unit members shall use accrued sick or personal leave in accordance with FMLA/OFLA in that order unless otherwise designated by the **unit member**.

I. Domestic Violence Leave

Leave shall be granted, according to OR 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking) and other applicable state law, to a **unit member** to address domestic violence, sexual assault or stalking of themselves or a minor child or dependent. **Unit members** may use any accumulated paid leave during this leave.

J. Sick Leave Buy Back

Unit members retiring from the District will be paid a sum of 10% of the total unused sick hours accumulated in Corbett remaining upon retirement. This amount will not exceed \$7,500. This provision does not apply if the **unit member** is using the accumulated leave for their retirement calculation under PERS.

Article 15

UNPAID LEAVES OF ABSENCE

A. Professional Study

A leave of absence of up to one (1) year after three (3) years of service to the District may be granted to any **unit member** upon application and approval by the Board, for the purpose of engaging in a program of study reasonably related to their professional responsibility or any other reasons approved by the Board of Education. The **unit member** will not forfeit any of their privileges under the retirement law and salary increment to which he/she would be entitled if in continuous service.

B. Any **unit member** who is temporarily unable to remain in continuous employment due to illness, injury, pregnancy or other medical reasons may be eligible for temporary disability leave with the Board approval. Such leaves shall be without pay following exhaustion of any sick leave, which shall be available to the **unit member** for any of the foregoing reasons. The preceding shall conform to state and federal statutes.

C. Child care and parental leave may be granted to any **unit member** upon application and approval by the Board. Such requests and approval shall specify the dates upon which the leave is to begin and end.

D. Upon request, a **unit member** may be granted a long-term unpaid leave for up to one (1) year for personal reasons. Such requests will be submitted to the Board, which shall have sole discretion as to whether to approve or not.

E. A leave of absence of up to 2 years shall be granted to any **unit member** who chooses to work for a charter school and is selected for a position. The **unit member** shall be entitled to return to active employment with the district under the terms of Article 15, F at any one of the following times:

- a. At the conclusion of the leave originally agreed to by the unit member and the district;
- b. At the conclusion of any school year within the original period of leave, provided that the **unit member** gives notice to the district by February 15th of their intent to return the following fall;
- c. At any time that the unit member is placed in an assignment outside their area of licensure.

F. Return from Leave

All benefits to which a **unit member** was entitled at the time **their** leave of absence commenced, including seniority, unused sick leave, and credits toward sabbatical eligibility, shall be restored to **their** upon their return. **Unit members** need to notify the District of their plans for returning by March 1.

G. Upon approval of the insurance carrier, the **unit member** on leave may continue **their** health and dental insurance coverage during the approved leave providing their premiums are received by the District at the agreed upon time.

Effort will be made by the District to place the **unit member** on leave in the same position **they** held prior to taking leave.

H. All extension or renewals shall be applied for and granted in writing, if approved by the Board.

I. **Unit members will only be credited for time worked under a CEA contract for the purpose of determining seniority.**

Article 16

TUITION REIMBURSEMENT

A. The Board agrees to pay the full cost of District approved tuition and other District approved expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a **unit member** is required and/or requested to take by the administration. Such requests will be a priority item when funding is limited; however, any course approved in this section shall not be affected by the nine (9) quarter hour limitation.

B. Reimbursement

Each **unit member** shall be reimbursed for credit classes up to the dollar amount, which is equal to the cost of three (3)-hour Portland State University graduate credit hours per year. Such hours will not accumulate, but may be used any time during the term of the collective bargaining agreement. **Unit members** who claim more than nine (9) credit hours of tuition reimbursement in one (1) year shall understand that they are to guarantee one (1) year of subsequent service to the District per each extra nine (9) credit hours for which they were reimbursed. Such District reimbursement shall be deemed a loan that must be repaid on a prorated basis if the correct number of subsequent years of service is not fulfilled. If a **unit member** loses a position within the District because of a reduction in force, that **unit member** is released from any remaining obligations to the District, except that the obligation is reinstated if the **unit member** is recalled. Total hours will not exceed twenty-seven (27) credit hours within any one (1) year.

Example:	Year 1	27 credit hours are taken, claimed and paid 9 hours removed (18 hours remaining)
	Year 2	9 more credit hours are removed (9 remaining)
	Year 3	9 more credit hours are removed (0 remaining)

Tuition will be reimbursed at either undergraduate or graduate rates depending upon types of courses taken. The amount of reimbursement will be determined by the rate charged by Portland State University. If the course has special expenses or costs more than the approved rate, the District pays the basic amount allowed only. Courses must be taken for credit or be audited and must contribute directly to more effective instruction by the individual unit member. Specific matters of interpretation or approval of courses shall be subject to the decision of the superintendent or their designee. No reimbursement for tuition shall be granted a **unit member** who has terminated employment with the District. Tuition reimbursement applications must be submitted to the superintendent for prior approval within seven (7) calendar days after class enrollment.

Grade verification and payment receipt is to be submitted upon completion of class and no later than the fiscal year ending June 30. Reimbursement will be made by the District no later than the next regular monthly bill paying date.

- B. Prepayment of coursework is available upon request. If grade verification or proof of course completion is not provided by within 90 days of the end of the term, payment will be returned to the District via a payment plan worked out between the District and the unit member.

Article 17

MISCELLANEOUS **UNIT MEMBER** BENEFITS

Unit members with children living outside the district will be considered current transfers for the purposes of any lottery; therefore, these children will be eligible for enrollment. This will be applied consistently for all **unit members**.

Article 18

SABBATICAL LEAVE

- A. **Unit members** shall be eligible for sabbatical leave of one (1) academic year:
1. After five (5) uninterrupted years of service to the District and for each successive five (5) year period.
 2. After a program of study has been approved by the administration and the Board.
- B. The following provisions will apply to all instances of sabbatical leave:
1. The total number of people on leave from the District shall not exceed more than one **unit member** per year.
 2. In cases wherein, the applicants for said leave shall exceed one (1) person, applications shall be screened and decided by the administration and the Board.
 3. Applications for leave must be filed in duplicate in the office of the superintendent on or before February 1 and they must include the program approved by the administration and the Board.
 4. Persons on leave shall be paid one-half (1/2) their annual base salary providing no stipend is received in the case of a fellowship or scholarship. If any stipend is provided, the salary allowance plus stipend shall not exceed the amount of the base contract salary (base salary less state and federal income tax) which they would have received if not on sabbatical leave for the school year.
 5. The absentee will not forfeit any of the **unit member's** privileges under the retirement law; insurance benefits will be single party. The **unit member** has the option of purchasing additional coverage. The **unit member** shall forfeit salary increments and sick leave to which they would be entitled if in continuous service. Regular payroll deductions for state and federal taxes, etc., shall be made from the salary granted the **unit member**. District contributions to the retirement fund shall continue. The name of the person on leave will be retained on the District payroll, and the absentee shall keep the clerk advised as to where the monthly checks are to be forwarded.
 6. **Unit members** accepting sabbatical leave shall not hold any other remunerative position unless such position has been approved by the administration and Board, except such as might be held under item 4.

7. **Unit members** accepting sabbatical leave shall understand that they are to guarantee at least three (3) years of subsequent service to the District. The salary advanced by the District during the year of sabbatical leave shall be considered to be a three (3) year loan, interest free. Said loan shall be canceled after the three (3) years subsequent service to the District. Repayment of the above loan must be repaid on a prorated basis if the three (3) years subsequent service is not fulfilled. No **unit member** within four (4) years of retirement will be eligible.
8. Death or illness which prevents a **unit member** or principal from completing this full three (3) years will be considered as full service to the District.
9. A **unit member** on sabbatical leave must be enrolled for not less than (3) three complete terms of approved graduate courses and the three (3) terms shall be the fall, winter, and spring terms or the corresponding period of time in colleges on a semester basis.
10. The minimum class load per term shall be not less than twelve (12) graduate credit hours of successfully completed course work per term.
11. A **unit member** on sabbatical leave shall only receive the stipend under this policy from the School District and shall not receive additional payment for credit hours compiled during the period of sabbatical leave.
12. If the superintendent is convinced that a **unit member** on sabbatical leave of absence is not fulfilling the purpose for which the leave of absence was granted, **they** shall report this fact to the Board and the Board may terminate the leave of absence as of the date of its abuse after giving the **unit member** an opportunity to be heard.
13. A **unit member** on sabbatical leave shall be reassigned to a comparable position in the School District on **their** return from the year's leave.
14. All forms necessary and proper to carry into effect the foregoing shall be furnished by the superintendent.

Article 19

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a **unit member** is not an appropriate concern of the School Board except where an action is in violation of ORS 342.865.
- B. **Unit members** shall be guaranteed freedom in classroom presentations and discussions. All controversial materials shall be presented to the superintendent, or **their** designee, for approval prior to use. All sides of such issues shall be presented and controversial methods or materials are subject to review by the School Board. When discussing controversial subjects, **unit members** will make reasonable efforts to avoid imposing their personal opinions and will seek objectivity by presenting differing points of view. The Board of Education reserves the right to make final decisions regarding controversial materials and information.
- C. **As a vital component of academic freedom, unit members shall be solely responsible for decisions regarding the methods and materials used for the instruction of students, except where such material and methods are controlled by state or federal mandate.**

Unit members shall have autonomy as it relates to pedagogy, professional development, classroom environment, curriculum, and assessment.

Lesson development and planning is vital to effective teaching. The organization, format, notation, and other physical aspects of the lesson plan are within the professional educator's discretion.

Article 20

SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND
OTHER INSTRUCTIONAL MATERIALS **AND SUPPLIES**

- A. **Unit members** shall be involved in the selection of **instructional materials and supplies** related to their teaching assignment and as directed by the District.
- B. **Unit members** shall be allowed to make recommendations within their teaching assignment areas through established District process in the formulation of budgetary allocations for library materials, instructional materials and related supplies. In addition, the District will inform **unit members** as to the amount allocated for their respective teaching assignment(s).
- C. The District will maintain a copy of every adopted, official Board policy for use by **unit members**. Such copies shall be **located on the district's website**. In addition, **the District will make available on the district's website all board meeting minutes, agendas, and board packets.**

ARTICLE 21

PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its regular members, as requested by the member, the premiums for Board approved insurance programs, UGN, credit union and tax-sheltered annuities.**
- B. Payroll checks will be available for members on the last working day of the month, unless subject to data processing restrictions.**
- C. An advance on the current month's salary of up to one thousand dollars (\$1000) may be approved by the superintendent once during the year. This advance must be based upon one of the following reasons: a) emergency leave; b) bereavement leave; c) other emergency situations agreed to by the superintendent.**
- D. The members agree to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the provisions of this article.**

ARTICLE 22

DUES DEDUCTION

A. Dues authorization

1. Ten (10) business days prior to the first dues deduction of the school year, and then for any employee who becomes a unit member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The District will enact dues deduction during the pay period following notification.
2. The Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those unit members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for unit members.
3. Unit members who wish to withdraw authorization for dues deduction must notify the Association and District in writing. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall cease dues deductions for all subsequent pay periods following Association notification.

B. Deductions

1. Upon written notification from the OEA authorizing the District to make a payroll deduction for Association membership dues, the District will deduct one-tenth (1/10) OEA-NEA-CEA dues from the regular salary check of the unit member each month for ten (10) months, beginning in November and ending in August each year. Within ten (10) business days after each pay period, the District shall remit to the Oregon Education Association, in a single payment, the combined OEA/NEA dues, including voluntary association contributions, deducted for the month.
2. Deductions for unit members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by August.

C. Unit Member Information

1. Each month, the District shall provide to the OEA Membership Specialist an electronic spreadsheet of each unit member in the bargaining unit (both active unit members and non-members). Information shall include the last

four digits of their social security number, FTE, classification or title, worksite and any NEA/OEA/CACE dues paid, including voluntary Association contributions.

- 2. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.**
- 3. The District shall notify the OEA Membership Specialist monthly whenever an unit member in the bargaining unit is placed on an unpaid leave of absence for more than thirty (30) days, retires, is laid off, resigns, or changes their name.**

D. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from unit member or former-unit member claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

Article 23

FRINGE BENEFITS

- A. The District shall offer medical, dental, vision, life and long term disability insurance for each member **unit member** and medical, dental and vision for their family.

The District's maximum contribution for **unit member** insurance benefits shall \$1700 for 2020-21, 2021-22 and \$1750 for 2022-23.

Unit members who are defined as half time (0.5FTE or less) will receive single party benefits.

Each year the Association and the District will identify medical, vision and dental choices for **unit members**. The District and the Association will designate a plan as the "Preferred District Major Medical Plan" and Kaiser medical (if offered to school districts) will be available as an option. The parties will determine a participation rate necessary to offer the Preferred District Major Medical Plan".

The District will budget the dollar difference between the above annual caps and the premium amount into a District funded HRA account HSA, FSA, or other similar account compensatory with current health reform laws provided the HAS, FSA, or other similar account accomplishes the same task as the notional HRA, at no increased cost to the district. These dollars will be used to pay for allowable out of pocket expenses for **unit members** who select the "Preferred District Major Medical Plan".

Unit members who select the "Preferred District Major Medical Plan" shall be eligible to participate in the District sponsored HRA account HSA, FSA, or other similar account compensatory with current health reform laws provided the HSA, FSA, or other similar account accomplishes the same task as the notional HRA, at no increased cost to the district. **Unit members** participating in the District sponsored HRA account or the replacement HSA, FSA, or other similar account compensatory with current health reform laws will be able to access up to the in and out of network out of pocket maximums as defined by the District Preferred Major Medical Plan for reimbursement of qualified out of pocket medical costs. Over the counter medications and supplies are specifically excluded from reimbursement.

After claims for the year are completely processed, the District and the Association shall review each eligible **unit members'** use of the

"District sponsored notional HRA or similar account." **Unit members** who accessed less than \$1000 dollars throughout the plan year will be awarded the difference between \$1000 and their use of the "District Sponsored Notional HRA

similar account" into a "portable individual VEBA similar account. **Unit members** will not be required to access their VEBA account similar account in subsequent years before accessing the District's HRA or similar account associated with the "Preferred District Major Medical Plan."

Unit members who do not select the "Preferred District Major Medical Plan" will not be eligible to participate in the "District sponsored notional HRA" or the portable individual VEBA or similar account.

Unit members who can provide evidence of dual insurance coverage may opt out of the District's health insurance program. **A unit member** who opts out of medical insurance coverage (not vision and dental insurance) will have **\$4000** dollars contributed to their portable individual VEBA or similar account less the OEGB assessed opt out surcharge.

The District and the Association will evaluate the effectiveness of the fund and the plans to assess the viability of continuing the HRA or similar account structure and plan options on or before May 1 of each calendar year. The district will provide the Association with an accounting of the costs of the PDMMP during this meeting. In the event that the Association or the District does not wish to continue with the HRA or similar account structure the parties will identify mutually agreed upon plan options under OEGB or other health care options available to school districts and the caps identified above will continue. Thereafter, the Association and the District will review the plans offered annually under OEGB or other health care options available to school districts and make mutually agreed upon changes for the following school year.

The District will also provide an Employee Assistance Plan (EAP) that will be paid for by the District.

The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder. Upon joining the Statewide Insurance Pool, the guidelines of the Oregon Educator Benefits Board (OEGB) or other health care options available to school districts shall be followed.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the **unit member(s)** incurring them.

The District contribution as identified above shall become the maximum amount the District is obligated to contribute for the lifetime of this contract. If no agreement is reached on a successor agreement prior to the expiration of the Agreement, the specified District contribution shall be the maximum amount the District is required to pay until a successor agreement is signed.

In addition, the District shall provide **\$100,000** term life and replacement income insurance free of premium cost for each **unit member**.

No district representative will have access to **unit member** medical information.

Any changes to the current structure as referred to in this Article as "similar accounts" or any changes from the HRA, VEBA and OEBA structures will be made by mutual agreement of the parties.

B. Domestic Partners

Health insurance coverage shall extend to the spouse, domestic partners, and/or child or children residing in the same home as the **unit member**.

1. Domestic partners of a **unit member** are eligible for coverage under the district insurance plans, if they meet the legal criteria required for such partnership.

- C. If a **unit member** of Corbett District is injured on the job and receives industrial accident benefits under Workers' Compensation Law (ORS 656.001 to ORS 656.824), the District shall adjust the sick leave payment an amount equal to benefits received under Worker's Compensation with respect to the same injury that gave arise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the unit member's regular pay for the period less benefits received under ORS 656.001 to ORS 656.824 divided by the individual's daily wage.

- D. The District shall provide Section 125 Plans (A and B) for use by **unit members**.

ARTICLE 24

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. Upon specific written request, the Board shall furnish to the Local Association (CEA) such public information as may be reasonably necessary and required for the ECBC's functioning as exclusive bargaining representative. This shall not be construed to include personal files of the Board or District administrative and supervisor files or the personnel files of District **unit members**, except as allowed for in this agreement. The Local Association (CEA) shall reimburse the District for all reasonable costs of duplicating such information.
1. By November 1 of each year, the District shall provide to the OEA an electronic database of each **unit member** in the bargaining unit (both active and non-members) that includes first date of service, FTE, classification or title, PERs classification, worksite, position on the salary schedule, and residential address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
- B. The Local Association (CEA) may use District rooms provided such activities are consistent with District policies and administrative rules and procedures on use of school facilities by public groups.
- C. The Local Association (CEA) shall be able to use space on existing bulletin boards in the member lounge in each of the District's school buildings for posting of information related to official Local Association (CEA) business. All such posted information must contain the signature or name of the authorizing Association official.
- D. Whenever any representative of the Local Association (CEA) or any **unit member** is directed by the District to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, **they** shall suffer no loss in pay.
- E. Upon request, a Local Association (CEA) representative shall be allowed to speak at any faculty meeting. The Local Association (CEA) shall have the opportunity to suggest items for the agenda for any faculty meetings.
- F. The Board shall place under the "New Business" agenda of any regular Board meeting any matter brought to its consideration by the Local Association (CEA) so long as those matters are made known to the Superintendent's office five (5) working days prior to said meeting. The Local Association (CEA) shall have the opportunity to suggest items for the agenda.

- G. Upon request the Board shall grant six (6) days per school year for Local Association (CEA) business leave. The request must come through the President of the Local Association (CEA) to the superintendent. The Local Association (CEA) shall reimburse the District per the regular substitute pay scale.
- H. The District shall send to the CEA President, a copy of the Board agenda, and Board packet at least forty-eight (48) hours before the start of all regular Board meetings. The Association President shall receive notice of Board meetings at the same time as the media.

Article 25

CURRICULUM/STAFF DEVELOPMENT COMMITTEE

- A. A task force selected by the Local Association (CEA) may recommend to the building principals changes in the curriculum and staff development activities in Pre-K through 12.
- B. A committee selected by the Local Association (CEA) may recommend to the building principal types of inservice and staff development.
- C. Unit members concerned that recommendations have not been acted upon by the principal may forward those recommendations to the Superintendent.

Article 26

FUNDING

- A. The ECBC and the Board recognize that revenue needed to operate the District's educational programs and facilities must be approved by established budget procedures and, in certain circumstances, by vote of the District patrons.
- B. The Board will not reduce the compensation provided for in this agreement, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement.

Article 27

UNIT MEMBER ASSIGNMENT

- A. The superintendent shall assign all newly appointed personnel to their specific positions, which positions will be within the subject area and/or grade level for which the **unit member** has been appointed by the Board. The superintendent will give notice of initial assignments and any revision to new unit members as soon as practicable.
- B. By May 1, the principals will meet with the **unit** members to discuss projected assignments for the following year.
- C. All other members will be given written notice of their tentative class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1. In the event that changes in such class and/or subject assignments, building assignments, or room assignments are proposed after June 1, the Local Association (CEA) and all **unit members** affected will be notified promptly in writing and, upon the request of the **unit member**, the changes will be reviewed promptly by the superintendent or their representative, and the **unit member** who, at their option, may have a representative of the Local Association (CEA) present.
- D. Schedules of **unit member** who are assigned to more than one school site will be arranged so that no such unit member will be required to engage in an unreasonable amount of inter-school travel. These **unit members** will be reimbursed in accordance with Article 10. Such **unit members** will be notified in writing of any changes in their schedules as soon as practicable.

Article 28

MANAGEMENT RIGHTS

- A. The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:
1. The exclusive management and administrative control of the school system and its properties and facilities, except as limited by the expressed terms of this Agreement.
 2. The hiring of all **unit members** and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal, discipline, demotion or promotion, and transferring and assignment of all such **unit members**.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, and regulations and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

Article 29

STRIKES AND LOCKOUTS

- A. The ECBC and the members of the bargaining unit will not initiate, cause or participate in any strike relating to this bargaining unit or observe the picket line of another union representing the School District during the term of this agreement. Violation of the above shall constitute grounds for any disciplinary action against violators.

- B. There will be no lockout of **unit members** of the bargaining unit by the District during the term of this agreement.

Article 30

CLASSROOM DISCIPLINE

A. Responsibilities

A definition regarding the responsibilities of the **unit member** for the handling of **classroom** discipline problems shall be available to all unit members. Any updating of such responsibilities shall be given to the **unit member** before they are implemented to solicit their input.

B. Special Assistance

When in the judgment of the **unit member**, a student requires the attention of the principal, a counselor, psychologist, physician or other resource, the unit member shall so inform their immediate supervisor. The supervisor will arrange for consultation with the unit member and other qualified person(s) to discuss the problem and decide upon appropriate steps for its resolution.

C. Learning Disruptions

When in the judgment of the unit member, **a student is by their behavior disrupting the instructional program to the detriment of other students**, the **unit member** may refer a written report of such to his immediate supervisor for resolution. Such resolution may involve a conference with the unit member and other persons upon request of the unit member or at the request of the supervisor. If a student's **behavior** is so disruptive as to impair the educational process, in the judgment of the unit member, the unit member may remove the student from the classroom.

The unit member must notify **their** supervisor immediately of the removal of the student from the classroom. If the **unit member** requests a conference with the supervisor to discuss the problem, such a conference must be held as soon as possible after the student has been, removed, but no later than **24** hours after the removal.

If the unit member has requested such a conference take place, the student will not be returned to the classroom until the conference has taken place, unless the unit member agrees to take the student back into the classroom in advance of the conference. **The re-entry meeting needs to occur within contracted hours and not during their preparation time. The member may request pay at their per diem if the meeting takes place during their preparation time or outside contracted hours.** If the unit member does not request such a conference as provided herein, the supervisor may place the removed student back into the classroom at **their** discretion.

If a **unit member** requests a conference prior to the student being re-admitted to class, the **unit member** referring a student shall be provided with a written report from their administrator, which includes, but is not limited to, (a) the resolution to the problem, (b) discipline measure determined by the administrator, and (c) follow-up steps to be taken by the administrator.

- D. The District and the Local Association (CEA) agree to meet, at the request of either party, to discuss any pertinent issues involving student discipline during the term of this agreement.

Article 31

REDUCTION IN FORCE

A. LAYOFF

1. **Unit members** will be laid off based upon their certification and seniority. Seniority for this purpose shall be defined as length of **continuous** service as a member **of the bargaining unit**. Part time (.5 or more) shall not be prorated. Continuous service is defined as uninterrupted service except that unpaid leaves of absence granted with approval under Article 15, A through D shall not be deemed as interruption of service and shall be counted in the determination of length of continuous service.
2. In making **unit members** reductions and recalls, individual **unit member** welfare will be considered to the extent it does not conflict with the best interest of the school system and pupil instructional needs. The Board shall give consideration to anticipated and future staffing needs of the District when making such layoffs and recalls.

B. Reduction Procedure

The following criteria shall be applied in determining which **unit members** shall be retained:

- a. The **unit member** must be properly licensed/endorsed to teach the curriculum area(s) or program(s) being retained.
- b. The most senior **unit members** in the District who are competent will be retained. Competence shall be defined as the ability to teach a subject or grade level based on recent teaching experience or educational attainment related to that subject or grade level within the last five (5) years, but not based solely on being licensed to teach.

Unit members who do not qualify as competent for a position for which they seek to be retained may nevertheless qualify as competent if they are willing to complete training applicable to that subject or grade level. The amount of required training shall commence either prior to the start of the new assignment or within the first academic term of the new assignment.

Grade level shall mean the grade levels: K-8, 6-12. Subject matter includes Special Services, Specialists, and/or any categories covered by an individual **unit member's** license.

The District may retain a **unit member** with less seniority than a **unit member** being released if the District determines that the **unit member** being retained has more competence than the **unit member** being released.

C. Recall

1. The District will recall **unit members** in inverse order of layoff using seniority and licensure as criteria for recall. A **unit member** who has been laid off may refuse one (1) job offer without loss of recall rights. The District's obligation to recall a unit member shall terminate following twenty-seven (27) months of layoff status or upon two (2) refusals by a unit member to accept a position offered by the District or if the unit member resigns.
2. The District shall notify laid off member **unit members** of a position opening by registered letter, return receipt requested, at their address of record as maintained by the unit member in the District administrative office. Laid off member **unit members** shall have seven calendar days from receipt of such notification in which to indicate to the District superintendent's office their acceptance or rejection of the position and an additional 30 calendar days therefrom in which to begin active employment with the District.
3. **Unit members** recalled shall have all previously accrued sick leave and seniority reinstated, but they shall not receive benefits for the period of the layoff.
4. **Unit members** laid off shall have the option to continue District provide insurance programs at their own expense and subject to the approval of the insurance carrier.

Article 32

MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement or any application of this agreement to any **unit member** or group of **unit members** is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- B. Any individual contract between the Board and an individual **unit member** heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- C. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the highest minimum standards, as required by the express provisions of this agreement.

Article 33

WAIVER

- A. The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals with respect to any subject appropriate for bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

- B. Therefore, except as otherwise expressly provided for in this agreement, the District and the ECBC agree that the other shall not be obligated, except by mutual consent, to negotiate or bargain collectively with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Article 34

SALARIES AND EXTRA DUTY

Salary Schedules

- A. The salary schedules for the **2020-21, 2021-22, and 2022-23** school years are shown as Appendices respectively, attached to this agreement and made a part hereof. The schedules shall reflect a salary base increase of 2% **each year 2020-21, 2021-22, 2022-23.**

- B. Salary Placement and Advancement

All **unit members** shall be placed on the salary schedule based upon their prior work experience and education/training level.

Beginning unit members without prior experience shall be placed at Step 1 of the salary schedule. Step 0 is to be used only for calculation of extra duty pay.

- a. **Unit members** shall be given full step credit for licensed work experience with each year worth one (1) step. Experience shall be cumulative.
- b. **Unit members** shall be given full column credit for education and/or training experience as follows:
- i. Any academic certificate, license, degree, or the equivalent, issued by TSPC, the State of Oregon, or an accredited institution of higher education shall qualify for placement on the corresponding column of the salary schedule.
 - ii. College credits from an accredited institution of higher education completed after a Bachelor's degree that do not apply toward a Masters degree will be counted towards advancement on the salary schedule. These college credits will count automatically if they are at a 300 level or higher. For college credit below the 300 level, the **unit member** will need to describe to the district how the coursework fit into the **unit member's** professional, building, or district goals or how the course fit licensure/ credential requirements.
 - iii. After proof of coursework completion is submitted for column advancement by the **unit member**, the District will make the salary column placement effective for the next payroll cycle. An updated contract will be provided to the **unit member** at this time.

- C. Calculation of Salary for Part-time unit members. Part-time **unit member** will be paid a salary calculated as follows:

The average number of instructional minutes per day (including both assigned classes and tutorial) assigned to the part-time **unit member** shall be divided by the average number of instructional minutes per day (including both assigned classes and tutorial) assigned to a full-time **unit member**. The resulting percentage of 1.0 FTE shall be multiplied by the appropriate salary (based on experience and degrees/hours completed) from the salary schedule.

- D. PERS and OPSRP:

1. The District shall be relieved of its obligation to otherwise pick-up, assume, or pay the six percent (6%) **unit member** contribution/payment required by ORS 238.200 and 238. A.330.
2. The District agrees to adopt a School Board resolution to make an election under IRS Codes to allow a pre-tax deduction of the six percent (6%) **unit member** contribution/payment required by ORS 238.200 and 238.A.330 Such deduction shall be made from each **unit member's** pre-tax gross wages.

- E. All new or revised placements will originate on experience Step I of the Extra Duty Schedule. In other words, experience gained previous to Corbett is valuable for position assignment only.

When a change of Extra Duty assignment requires a change in levels, all placements will start at experience step I. If, however, a Corbett coach moves to an assistant coach position in the same sport, **they** shall retain their experience step status for Extra Duty compensation.

Extended Season (beyond District playoffs)

The coaches listed below will be paid a weekly stipend beginning the first Monday that their team and/or individual team members participate; in any authorized extended season. For team coaches, the rate of pay will be based on five percent (5%) of the **unit member's** personal extra duty pay for each extended week. See chart on following page.

- F. **Unit members** Rates for Out-of-District Tuition

Unit members will pay 10% of the out-of-district tuition rates for any of their children without an inter-district transfer wishing to attend school in the Corbett School District.

- C. Elementary Music, Middle/High School Instrumental Music, Middle/High School Vocal Music, Talented or Gifted Advisor, Student Council, Honor Society, and Freshman and Sophomore Advisors will be paid a base salary of \$200.00 per year. All hours worked outside normal building hours and receiving prior approval from the building principal will be compensated at the rate of \$30.00 per hour.
- K-5 Staff ~~member~~ **unit member** required to attend musical performances and are supervising students will be paid \$50.
- D. Intramural supervisors will be reimbursed at the rate of \$30.00 per day. Season and daily schedules will be developed by the athletic director. Payroll authorization forms will be verified by the athletic director/building principal at the end of each sport season.
- E. Extracurricular supervision duty shall be compensated at the rate of \$30.00 per hour.
- F. **Unit members** working on assigned curriculum projects outside normal working hours, will be compensated at a rate of **\$40.00** per hour.
- G. Wellness Activity Director for the elementary site will be compensated at a rate of \$30.00/hour.
- H. The District will strive to equitably distribute committee assignments. **Unit members** required to chair District or building subject, curriculum, site or ad hoc committees will be compensated for the planning necessary to fulfill the role of chair. Compensation will be at the District curriculum rate.
- I. **Preference should be given to unit members for extra duty positions.**
- Job descriptions for extra duty assignments to be added as an appendix to contract.

NOTE: Job descriptions are there for descriptive purposes only and are not part of the contract.

Article 35

SEVERANCE INCENTIVE

- A. Eligibility
Unit members are eligible for the severance incentive when they are within the following range: from the date 5 years prior to full PERS eligibility and 4 years after full PERS eligibility.
- B. **Unit members** will be responsible to provide the District proof of PERS eligibility such as a letter from PERS.
- C. **Unit members** wishing to receive the incentive shall provide notice of retirement or resignation 60 days prior to their retirement or resignation date.
- D. The qualified ~~er~~ **unit member** shall receive \$24,000 in a separate check and **is not eligible for PERS benefit.**
- E. **Unit members returning to work in the district after retiring are not eligible for the \$24,000 benefit described in Article 35 D.**

Article 36

SITE COUNCIL

- A. Site councils shall be established and maintained at each school in conformance with state statutes and regulations.
- B. A site council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify this Agreement.
- C. The site school council shall be composed of **unit members**, building administrators, classified employees, and parents or guardians of children attending the school. The school board may elect to appoint representative(s) from the community at large, as provided in state law. Student Representatives may be appointed by the District on the site council, if deemed appropriate.

Article 37

JOB SHARES

Job sharing shall mean the voluntary occupation of a single **FTE** position by two (2) currently employed **unit members**. Job shares must be approved by the district annually and requires the approval of the unit members involved. At the end of any school year the unit member may return to their full time status as was held prior to the shared position.

The unit members involved will earn 50% of each unit member's regular annual salary.

The unit members involved have the following options regarding insurance:

1. Each unit member will receive half of the insurance cap cost towards their insurance premiums (medical, dental, and vision.)
2. Each **unit member** may choose to participate in the Preferred District Major Medical Plan **at a rate of 50%**.
3. Each **unit member**, who can provide evidence of dual insurance coverage, may opt out of the District's health insurance program and will have **50% of the current opt out incentive** contributed to their portable individual VEBA account.

Each **unit member** involved in the job share will receive half the annual paid leave time credited in the CBA.

All meetings will be divided by the **unit members** involved in the job sharing arrangement, but they will not be required to attend meetings that occur outside of their scheduled work days. **Unit members** may be required to stay beyond their normal day to attend an in-service or training; however, the **unit members** will be paid their hourly rate for actual time spent beyond their contract time. Both job share **unit members** will be responsible to attend the evening conference activities as a part of their regular contract; therefore, no additional pay will be provided for that activity.

All other provisions of the collective bargaining agreement shall be the same as they would be entitled to if employed on a full-time basis.

Article 38

DURATION

- A. All terms, conditions and provisions of this agreement begin July 1, 2020. This agreement shall remain in effect through June 30, **2023**.
- B. Execution. The foregoing and this agreement is formally ratified and adopted by the District and the ECBC as attested by the signatures below of the authorized representatives of the District, ECBC and the Local Association (CEA).

FOR CORBETT SCHOOL DISTRICT
NO. 39

FOR CORBETT EDUCATION
ASSOCIATION

Michelle Vo Date
Board Chairperson

Laura Middendorf, Chair Date
East County Bargaining Council

Dan Wold Date
Superintendent

Megan Shaw Date
Corbett EA Bargaining Chair

Maureen Childs Date
Corbett EA President

Catherine Alexander Date
OEA UniServ Consultant

Appendix A1

CORBETT SCHOOL DISTRICT NO. 39

2020-2021 SALARY SCHEDULE

2% over previous year

Step	BA	BA+30	BA+45	BA+60 MA	BA+90 MA+24	BA+105 MA+45
0	\$42,155	\$43,623	\$45,143	\$46,717	\$48,345	\$50,030
1	\$43,687	\$45,208	\$46,784	\$48,413	\$50,101	\$51,848
2	\$45,273	\$46,852	\$48,483	\$50,173	\$51,922	\$53,731
3	\$46,919	\$48,552	\$50,245	\$51,996	\$53,809	\$55,684
4	\$48,621	\$50,317	\$52,070	\$53,886	\$55,763	\$57,705
5	\$50,389	\$52,145	\$53,962	\$55,738	\$57,789	\$59,803
6	\$52,220	\$54,040	\$55,923	\$57,871	\$59,888	\$61,976
7	\$54,116	\$56,002	\$57,954	\$59,975	\$62,064	\$64,228
8	\$56,084	\$58,038	\$60,060	\$62,154	\$64,319	\$66,560
9	\$58,121	\$60,145	\$62,241	\$64,411	\$66,655	\$68,978
10	\$60,232	\$62,331	\$64,504	\$66,751	\$69,077	\$71,485
11		\$64,596	\$66,847	\$69,175	\$71,587	\$74,081
12		\$66,943	\$69,275	\$71,690	\$74,187	\$76,773
13				\$74,293	\$76,883	\$79,562
14				\$76,994	\$79,675	\$82,453

Unit members pay the individual 6% contribution to Public Employees Retirement System (PERS)

Appendix A2

CORBETT SCHOOL DISTRICT NO. 39

2021-2022 SALARY SCHEDULE

2% over previous year

Step	BA	BA +30	BA+45 MA	BA+60 MA	BA+90 MA+24	BA+105 MA+45
0	\$42,998	\$44,496	\$46,046	\$47,651	\$49,312	\$51,031
1	\$44,560	\$46,113	\$47,720	\$49,382	\$51,103	\$52,885
2	\$46,178	\$47,789	\$49,452	\$51,176	\$52,961	\$54,805
3	\$47,857	\$49,523	\$51,250	\$53,035	\$54,885	\$56,798
4	\$49,594	\$51,323	\$53,111	\$54,963	\$56,879	\$58,860
5	\$51,397	\$53,188	\$55,041	\$56,853	\$58,945	\$60,999
6	\$53,264	\$55,120	\$57,041	\$59,028	\$61,086	\$63,216
7	\$55,198	\$57,122	\$59,113	\$61,174	\$63,305	\$65,513
8	\$57,205	\$59,199	\$61,261	\$63,397	\$65,606	\$67,891
9	\$59,283	\$61,348	\$63,486	\$65,699	\$67,988	\$70,357
10	\$61,437	\$63,578	\$65,794	\$68,086	\$70,459	\$72,914
11		\$65,887	\$68,184	\$70,559	\$73,018	\$75,562
12		\$68,281	\$70,661	\$73,123	\$75,670	\$78,309
13				\$75,779	\$78,420	\$81,153
14				\$78,534	\$81,269	\$84,102

Unit Members pay the individual 6% contribution to Public Employees Retirement System (PERS)

Appendix A3

CORBETT SCHOOL DISTRICT NO. 39

2022-2023 SALARY SCHEDULE

2% over previous year

Step	BA	BA+30	BA+45	BA+60 MA	BA+90 MA+24	BA+105 MA+45
0	\$43,858	\$45,386	\$46,967	\$48,604	\$50,298	\$52,051
1	\$45,452	\$47,035	\$48,674	\$50,369	\$52,125	\$53,942
2	\$47,102	\$48,744	\$50,441	\$52,200	\$54,020	\$55,901
3	\$48,815	\$50,514	\$52,275	\$54,096	\$55,983	\$57,933
4	\$50,586	\$52,349	\$54,174	\$56,063	\$58,016	\$60,037
5	\$52,425	\$54,252	\$56,142	\$57,990	\$60,124	\$62,219
6	\$54,330	\$56,223	\$58,182	\$60,209	\$62,308	\$64,480
7	\$56,302	\$58,265	\$60,296	\$62,398	\$64,571	\$66,823
8	\$58,349	\$60,383	\$62,486	\$64,665	\$66,918	\$69,249
9	\$60,469	\$62,575	\$64,756	\$67,013	\$69,348	\$71,764
10	\$62,665	\$64,849	\$67,110	\$69,448	\$71,868	\$74,373
11		\$67,205	\$69,547	\$71,970	\$74,479	\$77,073
12		\$69,647	\$72,074	\$74,586	\$77,184	\$79,875
13				\$77,294	\$79,989	\$82,776
14				\$80,104	\$82,894	\$85,784

Unit Members pay the individual 6% contribution to Public Employees Retirement System (PERS)

Appendix A4

CORBETT SCHOOL

DISTRICT NO. 39 INDEX

Step	BA	BA+30	BA+45	BA+60 MA	BA+90 MA+24	BA+105 MA+45
0	1.00000	1.03485	1.07091	1.10824	1.14686	1.18683
1	1.03633	1.07245	1.10982	1.14850	1.18852	1.22994
2	1.07398	1.11141	1.15014	1.19022	1.23170	1.27463
3	1.11300	1.15179	1.19193	1.23346	1.27645	1.32093
4	1.15343	1.19363	1.23523	1.27828	1.32282	1.36892
5	1.19534	1.23699	1.28010	1.32472	1.37088	1.41866
6	1.23876	1.28193	1.32661	1.37284	1.42069	1.47020
7	1.28377	1.32851	1.37481	1.42272	1.47230	1.52361
8	1.33041	1.37677	1.42475	1.47440	1.52579	1.57896
9	1.37874	1.42679	1.47651	1.52797	1.58122	1.63633
10	1.42883	1.47863	1.53016	1.58348	1.63867	1.69577
11		1.53234	1.58575	1.64101	1.69820	1.75738
12		1.58801	1.64336	1.70063	1.75989	1.82123
13				1.76241	1.82383	1.88739
14				1.82644	1.89009	1.95596

Appendix B

ORS 339.375 REPORT OF CHILD ABUSE BY SCHOOL EMPLOYEES

339.375 Report of child abuse by school employees; disclosure of records.

(1) Any school employee having reasonable cause to believe that any child with whom the employee comes in contact has suffered abuse by another school employee, or that another school employee with whom the employee comes in contact has abused a child, shall immediately report the information to:

- (a) A supervisor or other person designated by the school board; and
- (b) A law enforcement agency, the Department of Human Services or a designee of the department as required by ORS 419B.010 and 419B.015.

(2) A supervisor or other person designated by the school board who receives a report under subsection (1) of this section, shall follow the procedures required by the policy adopted by the school board under ORS 339.372.

(3) Except as provided in subsection (4) of this section, when an education provider receives a report of suspected child abuse by one of its employees, and the education provider's designee determines that there is reasonable cause to support the report, the education provider shall place the school employee on paid administrative leave until either:

- (a) The Department of Human Services or a law enforcement agency determines that the report is unfounded or that the report will not be pursued; or
- (b) The Department of Human Services or a law enforcement agency determines that the report is founded and the education provider takes the appropriate disciplinary action against the school employee.

(4) If the Department of Human Services or a law enforcement agency is unable to determine, based on a report of suspected child abuse, whether child abuse occurred, an education provider may reinstate a unit member placed on paid administrative leave under subsection (3) of this section or may take the appropriate disciplinary action against the employee.

(5) Upon request from a law enforcement agency, the Department of Human Services or the unit member Standards and Practices Commission, a school district shall provide the records of investigations of suspected child abuse by a school employee.

(6) The disciplinary records of a school employee convicted of a crime listed in ORS

342.143 are not exempt from disclosure under ORS 192.501 or 192.502. When a school employee is convicted of a crime listed in ORS 342.143, the education provider that is the employer of the employee shall disclose the disciplinary records of the employee to any person upon request.

(7) Prior to disclosure of a disciplinary record under subsection (6) of this section, an education provider shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a school employee who is not the subject of the disciplinary record. [2005 c.367 §3]

Appendix C

LEVEL ONE GRIEVANCE FORM

Corbett School District No. 39 Corbett Education Association

Completion of this form and submission to your immediate supervisor shall constitute the proper initiation of formal grievance procedures as provided for in the current collective bargaining agreement between the District and the CEA at Section C of Article 3. Presentation of this completed form should be taken only after you, the grievant, have attempted to resolve the grievance informally with your supervisor and you have not found your grievance to be resolved by such an informal meeting.

Please Note: This completed form must be submitted to your immediate supervisor within five school days of your informal discussion with your immediate supervisor; that informal discussion must have occurred within 10 school days of the alleged violation of the collective bargaining agreement which forms the basis of your grievance. A failure by you, the grievant, to initiate the grievance within those time limits will automatically void your grievance under the terms of the collective bargaining agreement.

Submit three (3) copies of the LEVEL ONE GRIEVANCE FORM to your immediate supervisor. Once your supervisor has rendered a decision, one copy will be returned to you and one copy will be sent to the superintendent's office.

Name of immediate supervisor: _____

Date submitted: _____ Date Grievance Occurred: _____

Position Statement of the Grievant (use additional pages if needed)

1. In as much detail as necessary, explain your grievance and the relevant circumstances surrounding it:
2. What are the specific provisions of the collective bargaining agreement allegedly violated by the District (cite the specific articles, sections and paragraphs):
3. What is the specific remedy you are seeking which will resolve your grievance:

Your signature _____

Date received by supervisor: _____

(LEVEL ONE GRIEVANCE FORM, continued)

Within five school days of your proper submission to him of this timely filed and completed FORM, your immediate supervisor will meet with you in an attempt to resolve your grievance. Within five school days of that meeting, your immediate supervisor will communicate his written decision (below) to you. One copy of this supervisor response will be given to you, one copy will be retained by the supervisor, and the third copy will be forwarded to the superintendent's office.

Disposition of the Grievance by Immediate Supervisor

Name and Signature of Supervisor: _____

Date Given to Grievant: _____

Grievant please Note: In the event that you feel your grievance is unresolved after studying the above disposition by your supervisor, you may appeal this decision to the next level by completing and submitting a LEVEL TWO GRIEVANCE FORM within five school days of your receipt of the supervisor's response, above.

Appendix D

LEVEL TWO GRIEVANCE FORM

Corbett School District No. 39
Corbett Education Association

Submission of this completed LEVEL TWO GRIEVANCE FORM must be made to the superintendent's office within five school days following your receipt of the supervisor's written response on the LEVEL ONE GRIEVANCE FORM.

I, _____, the grievant, do not feel that the decision
(Your name, please print)

of _____ has resolved my grievance and
(Your Supervisor's name, please print)

I wish to appeal that decision to the superintendent's office, in accordance with the terms of the collective bargaining agreement's grievance procedure.

_____, will serve as my representative to assist
(Name, please print)

me in processing this LEVEL TWO grievance (optional).

Your Signature: _____

Date Received by the Superintendent's Office: _____

(LEVEL TWO GRIEVANCE FORM, continued)

Within ten school days of receipt of the grievant's LEVEL TWO GRIEVANCE FORM, the Superintendent or his representative will meet with you in an attempt to resolve the grievance. The superintendent's office will give you a written decision (below) to the grievance within five school days following the meeting.

Disposition of the Grievance by Superintendent's Office

Signature of Superintendent or Representative: _____

Date Given to Grievant: _____

Grievant Please Note: In the event that you feel your grievance is unresolved after studying the above disposition by the superintendent's office, you have the right to appeal this decision to arbitration for a final and binding decision. In order to make this appeal to arbitration, you must, within five school days of your receipt of the superintendent's office written response (above) complete and submit to the superintendent's office the REQUEST FOR ARBITRATION FORM. Note also, that the appropriate official of the Corbett Education Association must enter his written consent to such a request in order for it to be valid.

APPENDIX E

SICK TIME (SB454)

SB 454 issue provides that the 10 days of sick leave per year that it requires can be used for any of the following reasons:

1. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.
2. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.
3. Notwithstanding ORS 659A.153, for any other purpose specified in ORS 659A.159.
4. For a purpose specified in ORS 659A.272, notwithstanding ORS 659A.270 (1).
5. To donate accrued sick time to another employee if the other employee uses the donated sick time for a purpose specified in this section and the employer has a policy that allows an employee to donate sick time to a coworker for a purpose specified in this section.
6. In the event of a public health emergency. For purposes of this subsection, a public health emergency includes, but is not limited to:
 - a. Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - b. A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self care or care for the family member; or
 - c. The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

SB454 also uses the following definition of “Family member”:

“Family member” means an employee’s spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, an employee’s grandparent or grandchild, or a person with whom the **unit member** is or was in a relationship of in loco parentis. ‘Family member’ also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee's same-gender domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave pursuant to these rules is taken.