

CORBETT SCHOOL DISTRICT

BOARD GOALS AND DISTRICT OBJECTIVES 2019-20

To foster intellectual development and promote social equity for all students, maintain and plan for adequate facilities, operate the District in a fiscally responsible manner, and maintain positive and collaborative relationships within all district communities.

Goals

Corbett School District
2020-2021

1. Every student will succeed.
2. Board will complete a re-write and adoption of policies.
3. Relocate CMS and District Office by June 30, 2022.
4. Provide a high-quality education to all of our students while remaining safe during COVID 19.
5. Measure student climate on discrimination, including bias incidents, and associated mental wellness.

CORBETT SCHOOL DISTRICT
REGULAR BOARD MEETING
ZOOM VIRTUAL
35800 E HISTORIC COLUMBIA RIVER HIGHWAY
CORBETT, OREGON 97019
7:00 PM - Wednesday, December 16, 2020

1. PRELIMINARY BUSINESS
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school board agenda Wednesday, December 16, 2020

Minutes of Public Hearing 2020-21 Budget and Regular Board Meeting

Board Approved _____

The Board of Trustees Corbett School District

A Public Hearing 2020-21 Budget and Regular Board Meeting of the Board of Trustees of Corbett School District was held Wednesday, June 17, 2020, beginning at 7:00 PM in the ZOOM online. Board members present were; Todd Mickalson, Board Chairman; Cless Woodward, Vice Chairman; Bob Buttke; David Gorman; Katey Kinnear (left meeting after 10:00 p.m.); Michelle Vo and Todd Redfern. Budget Committee members present were Stuart Childs; Hope Beraka, Presiding Officer; Stephanie Nystrom; Kynan Church; Brad Garrett, Vice Presiding Officer; Rebecca Stewart and Dirk Iwata-Reuyl. Also present were Administrators/staff Randy Trani, Ed. D, Superintendent; Doana Anderson, Business Manager, Rhiannon Young, MS Teacher and Robin Lindeen-Blakeley, Deputy Clerk. NOTE: The minutes are prepared to coincide with time scheduled matters and the numbering system of the agenda and is not necessarily the actual order of happenings at the meeting.

1. PRELIMINARY BUSINESS

Public Hearing 2020-21 Budget

Presenter: Hope Beraka, Presiding Officer called the meeting to order at 7:07 p.m. She announced that this is final part of budget committee portion and thanked all for showing up with thanks to Board, Administration and Budget committee.

1. 1. Attend ZOOM meeting online

You are invited to a Zoom webinar.

When: Jun 17, 2020 07:00 PM Pacific Time (US and Canada)

Topic: Public Budget Hearing & CSD School Board Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81388457504?pwd=MDFWUFMvNzNXSGZuY0FpNTJMMVNjQT09>

Password: 39

Or iPhone one-tap :

US: +13462487799,,81388457504#,,1#,39# or +16699006833,,81388457504#,,1#,39#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 813 8845 7504

Password: 39

International numbers available: <https://us02web.zoom.us/u/keBplEksnr>

1. 2. Approval of Minutes

Budget Committee Meeting, June 3, 2020

Presenter: Hope Beraka, Presiding Officer asked for questions or comments/chance to view Stephanie Nystrom moved and David Gorman seconded the approval of the minutes.

The roll call vote of the Board and Budget committee was 14-0.

1. 3. 2020-2021 Budget Presenters: Randy Trani, Ed.D. and Doana Anderson, SFO spoke to the unknowns of the budget at this time, but presented the best information and ideas they have for this

point in time.

1. 4. Audience Comments – The following patrons/parents/staff spoke to their ideas regarding the District and situations regarding the budget/student numbers/staffing/petitions/Saxton report, etc. 154 – 156 participants were on the ZOOM meeting during this time.

1. Megan Shaw - 7:43 -7:46 p.m.
2. Lucas Houck - 7:47-7:51 p.m.
3. Meg Morales - 7:52-7:54 p.m.
4. Lynde Wright – 7:55 – 7:57 p.m.
5. Anthony Young – 7:58 – 8:01 p.m.
6. Lindsey King – 8:02 – 8:05 p.m.
7. Vanessa Lyon – 8:06 p.m. – 8:09 p.m.

1. 5 Budget Committee Comments -

Presenter: Hope Beraka, Presiding Officer, asked for roll call comments from the budget committee members and the Board members also gave their comments regarding the state of the CSD financially, morally, historically, and currently during the pandemic of COVID-19.

2. Adjournment

Presenter: Hope Beraka, Presiding Officer, adjourned the Budget meeting at 8:52 p.m.

3. PRELIMINARY BUSINESS

Presenter: Todd Mickalson, Board Chair

3. 1 FOLLOWING PUBLIC HEARING OF THE BUDGET

Called the Board meeting to Order at 8:53 p.m.

- 3.2 Review and Acceptance of Agenda

Presenter: Todd Mickalson - Board Chair suggested some changes as requested from Board member David Gorman for the removal of Resolution Item No. 6.171-20 from the consent agenda. Item will be moved to under item 11.2. Also addition of Resolution Item No. 6.180-20 for Charter School lottery resolution from regular board meeting of May 20. There is an addition for an Executive Session under item 11.4. Bob Buttke suggested moving complaints under item 6.1 to above item 3.4, as well as comments, as it is pertinent to the rest of the meeting. Chair Mickalson said complaints will be addressed per policy and the announced agenda accepted as changed.

- 3.3 Approval of Minutes Action Item

Michelle Vo moved and Bob Buttke seconded:

RESOLUTION NO. 6.170-20- RESOLVED that the Board approved the minutes of the Regular School Board meeting of May 20, 2020. Special School Board meeting of June 10, 2020 minutes to be approved in July, 2020.

The vote of the Board was 7-0.

- 3.4. Introduction and Comments of Guests and Representatives Information Items

– The following patrons/parents/staff spoke to their ideas regarding the District and situations regarding the budget/student numbers/staffing/planning for fall/Saxton report, petition, strategic planning, passing a Bond, IC3S, safety, and thanking the Board and Dr. Trani, etc. during this time of the COVID -19 pandemic. 143 – 156 participants were on the ZOOM meeting during this time.

- 9:16 p.m. 1. David Irving
- 9:20 p.m. 2. Leah Fredericks
- 9:24 p.m. 3. Melany Aho
- 9:29 p.m. 4. Sarah Selden
- 9:33 p.m. 5. April Eaton

9:37 p.m. 6. Lyndsee Wunn
9:41 p.m. 7. Andrew Kurkinen

4. CONSENT AGENDA

Michelle Vo moved and Todd Mickalson seconded:

4. 1. **Consent Agenda **Resolution Items 6.172-20** through 6.173 -20 Action Items**

~~11.2 **RESOLUTION NO. 6.171-20** - RESOLVED~~ that the Board accept the resignation of Superintendent Randy Trani, Ed.D., effective August 3, 2020. Item moved to regular agenda.

11.3RESOLUTION NO. 6.172-20**-RESOLVED** that the Board confirmed the resignation of Tim Jimenez as the spring 2020 Assistant Varsity Softball Coach.

12.1RESOLUTION NO. 6.173-20** - RESOLVED** that the Board approved the OSBA BoardBook Premier Subscription Agreement as attached in the Board packet.

The vote of the Board was 7-0.

5. Board Chair's Report Information Item

<https://policy.osba.org/corbett/AB/BK%20D1.PDF>

Board Self Evaluation

Presenter: Todd Mickalson - Board Chair

Time: 9:47 p.m.

Chairman Mickalson expressed that attachment on page 83 is incorrect. It is titled Corbett School District Revenue VS Potential Loss from That State. Presented as ways to do cuts. We've allowed spending down of EFB and now we are in crisis and paying for it. We've been in a lot of tough times, this rough patch, like dissolving charter. We have prevailed and we are going to have to do all of it. For us to decide and go about with RV and cuts and leave it up to Dr. Trani with his time here, better than interim doing cuts. Talking point numbers are wrong, but what was supplied. Come up with numbers at next meeting?

Consensus for Board Self-evaluation next meeting? Come to the meeting with scores to tally in Executive session and please send to Todd Mickalson and Robin Lindeen-Blakeley.

RECESS – The Board recessed for a five-minute break at 9:54 p.m.

RECONVENE – The Board reconvened at 10:01 p.m.

Chairman Mickalson acknowledge out of district parents and thanked them for value and bringing something to the table, ex. Coaching volunteers, PTA Chair, etc. Not just taxpaying community but total school community.

134 participants on ZOOM meeting at this time in the meeting.

6. Adoption of Budget Action Item

Presenter: Randy Trani, EdD - Superintendent and Doana Anderson, SFO - Business Manager

Michelle Vo moved and Bob Buttke seconded:

RESOLUTION NO. 6.174-20 - RESOLVED that the Board adopt the budget for 2020-21 as recommended by the Budget Committee.

David Gorman fully supports the recommendations of the Budget Committee.

Dr. Trani presented a slide show and the “long guilty” history of EFB in Districts. 2015-16 charter school end. 2016-17 didn't let kids in but then hit target and now we can purposefully spend down. This is not irresponsible.

Michelle Vo expressed takes \$1.85 M down to \$1.4 M EFB in motion, so does spend down and there is floor because of necessary cash flow of about \$600,000.00.

Ms. Anderson explained that you can't spend down UEFB. We will need to move into Contingency.

Todd Mickalson offered friendly amendment to change proposed \$100,000.00 from GF to

Contingency and \$232,500.00 RV cut by 1 FTE and reduce budget items by \$200,000.00.

Todd Redfern seconded.

Board discussion.

Dr. Trani said to ignore COVID. We can get 85 students. No waiting list before April, but now we can do waiting list. He shared a possible class sizes diagram for next year to the screen. More is not better but lesser of evils. Our neighbors have 35-36 class sizes.

Board discussion.

Dr. Trani shared a document with about 28.6 / classroom this year.

Board discussion.

Dr. Trani explained that 85 kids in is still \$450,000.00 down for two years. Hard, but RV is projected to be about million short in next biennium. We have conditional use on campus for 1500-1600 students, and we are looking at about 1350. There are no absolutes on fits. We hope for Bond, operating levy or State to help. He doesn't suggest 33-35 per classroom.

Board discussion.

Doana suggested Budget adoption by June 30, maybe will have more information. Perhaps table and move to a meeting on Wednesday.

128 participants on ZOOM meeting at this time in the meeting.

Todd Mickalson rescinded his friendly amendment.

Todd Redfern seconded.

The Board voted 6-0 to table and rescind Resolution No. 6.174-20 with a vote of 6-0. Katey Kinnear not available.

110 participants on ZOOM meeting at this time in the meeting.

11:10 p.m.

Todd Mickalson moved and Bob Buttke seconded:

RESOLUTION NO. 6.180-20 – RESOLVED that Board extend the meeting past 11:00 p.m.

The vote of the Board was 6-0. Katey Kinnear not available.

6. 1. Public Complaints Discussion Item

Public complaints regarding Todd Mickalson and Cless Woodward- Dr. Trani had reviewed options with PACE/OSBA and Chairman Mickalson confirmed with our attorney, Nancy Hungerford, and based on her recommendations we should have these complaints investigated by an external source. Michelle Vo, as previous Board Chair will act as gatekeeper of information. Bob Buttke agreed and asked who would be in mind to investigate and have within 20 days. Chair Mickalson said that Ms. Hungerford had a couple of people, licensed private investigator types, and if Michelle takes on roll, have her proceed with communication about it. No one else is supposed to talk to the attorneys. We as Board give her authorization for the role.

Michelle Vo declared she is on the checklist of names for evidence in the complaint, as far as transparency in the role.

Bob Buttke asked if information is given to Chair Mickalson and/or the Board.

Michelle Vo will check with Ms. Hungerford.

Chair Mickalson said proposed resolutions for no voting on budget or hire of interim Superintendent, would according to his information from the attorney, be a dereliction of duty and problematic with quorum.

David Gorman believed information should go to the entire Board.

Board Discussion on policy.

11:12 p.m.

6. 2. Interim Superintendent Search Discussion Item

Sarah Herb - Lead Consultant, Executive Search and Events Specialist – OSBA, suggested proposed search calendar and start as soon as possible. 2.5 weeks of advertising and opportunities for screening committee.

Presenter: Todd Mickalson - Board Chair asked about spot for community forum.

Ms. Herb said we can try but tricky with timing and COVID and ZOOM.

Chair Mickalson asked about costs.

Ms. Herb answered that the cap is \$2,000.00, it is posted on websites/notice of vacancy. After that there could be hourly charges. If we get to a permanent search, hourly fees are credited.

Bob Buttke mentioned that there are 13 people in district that might be licensed for this position, and should try to hire internal for interim.

Ms. Herb suggested can be opened up to internal only, can appoint someone, it is up to the Board on how to do it. Interior/exterior at same time, choose any routes. OSBA has database of interim superintendents for free and can get access.

Board discussion.

Ms. Herb suggested reference checks and other in depth processes.

David Gorman asked how long ideal time frame for permanent superintendent.

Ms. Herb replied six months for permanent and three months for interim.

Board discussion.

Dr. Trani suggested hybrid on interim, then person has time with me.

Ms. Herb cautioned not a structure like that, but Board can decide to stop search at any time.

Todd Mickalson moved and Bob Buttke seconded:

RESOLUTION NO. 6.181-20 – RESOLVED that the Board hire OSBA to conduct interim Superintendent search internally and externally.

Calendar to be firmed up for interim search. (page 115 of the Board packet)

Dr. Trani noted July 14 would be a long meeting and July 22 Regular Board meeting agenda includes ODE back to school plan.

The vote of the Board was 6-0. Katey Kinnear not present.

Todd Mickalson moved and Bob Buttke seconded;

RESOLUTION NO. 6.182-20 – RESOLVED that the Board approve the proposed calendar for interim superintendent search.

Ms. Herb noted proposed Qualities and Qualifications (page 113 of the Board packet) for interim Superintendent from policy CBA (page 116 of the Board packet).

Future Executive Session under ORS 192.660(2)(a) for selecting Chief Operating Officer.

Comments made from Sis Childs, Patron/Teacher; Melany Aho – patron/parent; Leah Yamaguchi; and Hope Beraka, Budget Presiding Officer/patron/parent.

Board and OSBA discussion on shortening of application time and change to put in revisions for proposed calendar.

The vote of the Board was 6-0. Katey Kinnear not present.

6. 3. Superintendent Vacancy Action Item

No vote was taken on this item.

RESOLUTION NO. 6.175-20 - RESOLVED that the Board declare the Superintendent vacancy as of August 4, 2020.

No action.

7. Financial Reports/Matters Information Items – board packet pages 119-128.

7. 1. Amend 2019-2020 Budget Action Item

Bob Buttke moved and Todd Mickalson seconded:

RESOLUTION NO. 6.176-20- RESOLVED that the Board approves a supplemental budget to amend the 2019-2020 budget as attached in the Board packet.

The vote of the Board was 5 – 1. Todd Redfern opposed and Katey Kinnear not available.

8. Superintendent Trani's Report

8. 1. Video – postponed to another meeting

8. 2. Director/Principal/Supervisor Reports – postponed to another meeting

8. 3. Teacher contract negotiations – already shared, tabled Executive Session.

9. STUDENTS – no information at this time in the meeting

10. CO-CURRICULAR ACTIVITIES – no information at this time

11. PERSONNEL

11. 1 Vacant Positions Information Item

The District has no positions open at this time.

Todd moved and Todd Redfern seconded:

11.2 RESOLUTION NO. 6.171-20 - RESOLVED that the Board accepted the resignation of Superintendent Randy Trani, Ed.D., effective August 3, 2020.

Board discussion about lack of performance review and complaint filed, documentation, legal jeopardy, and the strange and bizarre non-support and support for resignation.

The vote of the Board was 3-3; Bob Buttke, Michelle Vo and David Gorman opposed. Katey Kinnear was not present. No action was taken on this item due to tie vote. The Board discussed option to put this on next week's agenda for another vote.

11.3 See 4.1

11. 4 2020-2021 Salary Tables for Non-Represented Employees Action Item

Todd Michaelson moved and Bob Buttke seconded:

RESOLUTION NO. 6.177-20- RESOLVED that the Board approved the salaries and FTE for the non-represented employees on staff effective July 1, 2020, as attached in the board packet.

The vote of the Board was 6-0. Katey Kinnear was not present.

12. POLICY

12. 1 See 4.1

12. 2 Board Meeting July 2020 Action Item

RESOLUTION NO. 6.178-20 - RESOLVED that the Board approve the regular school board meeting for July 2020 to be Wednesday, July 15, 2020.

No action taken on this item- tabled.

12.3 OSBA Scholarship Program Information Item – no information in the packet.

13. TRANSPORTATION

Presenter: Randy Trani , Ed.D. - Superintendent

13.1 Replace Bus #12 Action Item

This to be done via purchase of a Blue Bird bus from Western Bus Sales and taking advantage of the VW Grant money.

Bob Buttke moved and David Gorman seconded:

RESOLUTION NO. 6.179-20 - RESOLVED that the Board approved the Replacement of Bus # 12 as outlined in the information in the Board packet. (pages 140-191 in Board packet).

The vote of the Board was 6-0. Katey Kinnear not present.

14. Action on Proposed or Tabled Matters

Matters For the Good of the Order – Todd Mickalson mentioned these are tough times, need to keep heads high and do what’s best for kids and move forward.

66 participants at this time in the meeting.

Coming Events

Tabled Charter School Lottery from May 20, 2020 Board meeting

Future Special School Board meeting on Tuesday, June 23, 2020.

14. 1 Furlough Days for 12 month employees and 220 day employees - Thursdays, June 18 and June 24

14. 2 Furlough Days in July for 12 month employees - all five Thursdays.

14. 3 July Regular Board Meeting, Wednesday, 15th? (tabled under 12.2) - online via ZOOM.

15. ADJOURNMENT- The Board meeting was adjourned at 12:28 a.m.

**Corbett school District
Youth Transition Program (YTP)
Budget Proposal for
2019-2020 Biennium Expenditures**

Overview

Recently, the Oregon Department of Human Services released updated guidelines for the 2019-2021 Youth Transition Program (YTP) biennium in order to provide flexible spending for unspent funds due to COVID-19. At this time, YTP flexible expenses must increase student engagement, align with each student's Vocational Rehabilitation Individual Plan for Employment (IEP), and increase opportunities for students who could qualify for Vocational Rehabilitation Services and YTP services.

The proposed flexible spending budget below would provide an opportunity for Special Education and 504 students from Corbett School District to receive Community Transition Programs including work readiness skills and training opportunities necessary for competitive employment. The proposed activities will include both foundational soft skills (e.g. customer service, transportation, team work) along with practical life skills (e.g. how to fill out a job application, roommate readiness, budgeting) to increase student's opportunities for long term employment and career opportunities.

Budget

As of Dec.2020, we have **\$48,248** in unencumbered dollars. This money must be spent by June 2021.

Proposed Activities

Occupational Safety and Health Administration (OSHA) Training

10-hour training for construction or general industry

Cost per student - \$59

Students served – 10

Total cost \$590.00

Purpose:

Designed for students who want to work in construction, building development, factory, warehouse, manufacturing, repairs, alterations in trades, health industry or CTE training. OSHA training includes:

Basic safety and health information

- Personal protective equipment knowledge
- OSHA inspection guidelines
- Worker's rights and employer responsibilities

CANITY: Customer Service Training Videos

Self-paced video modules

Students served -75 slots used for multiple students.

*No expiration date to administer training to students

Total cost - \$1500.00

Purpose:

Students will be able to watch short videos covering the fundamentals of customer service.

Students can work through the videos at their own pace and repeat as often as needed.

Students will gain a deeper concept of customer service through each video.

Youth Transition Program (YTP) Specialists can monitor student engagement and measurable outcomes through on-line quiz results to determine retention rate.

The CANITY videos cover:

- Interview skills
- Hospitality situations
- Safety at the workplace
- Dealing with difficult customers
- Phone skills
- Workplace behavior

This will be offered to students as a Pre ETS through Youth Transition Programs (YTP) at Corbett.

Soft Skills High, a career readiness certification program

An interactive online soft skills curriculum

Cost per student - \$30

Students served – 75 slots *No expiration date to administer training to students

Total cost - \$2,250

Purpose:

An interactive course designed to assist students in developing soft skills such as resilience, emotional intelligence and agility to improve their performance in the workplace and life in general.

The course includes:

- Appropriate attitude and character at the workplace

- How to approach diversity and culture within a work setting
- Effective communication with others
- How to create teamwork and critical thinking skills
- Developing time management and leadership
- Work appearance and etiquette

This will be offered to students as a Pre ETS through Youth Transition Programs at Corbett

Pacific Drivers Education and On-Line Intro to Driving

Cost per student - \$645

Students served – 10 slots *students must have a valid permit based on the road driving lessons

Total cost - \$6,450

Purpose:

This on-line driver’s education course offers 50 lessons which total over 30 hours of instruction, interactive sessions as well as quizzes and a final test. Students will have access to Point of View videos that offer a real time view of what can be expected when driving. All lessons have the goal of creating safer drivers with habits that will last a lifetime. The course includes:

- Students learn on a computer at their own pace and schedule
- Each participant will have 25 hours of online instruction – 8 chapters with 51 lessons.
- Students will learn how to be a safe driver
- Each student will receive a certificate of completion

Insightful Transition Curriculum for 8th and 9th graders.

The INSIGHTFUL Transition Curriculum is an expectation-driven **curriculum** designed to prepare young students for life through high school and beyond. The platform is flexible, allowing students to access lessons remotely or in-person. Each lesson was developed by educators and experts, all with the purpose of helping students thrive and make a clear path, and plan, through high school.

Cost per student \$10.00

Student served 50

Total Cost \$500.00

Purpose: To assess students interests and needs and make a clear high school path for students. It is designed to improve life after high school.

Additional YTP Staff time

150 additional hours for YTP Specialist and team during Dec 2020- June 30, 2021

Cost estimate \$7,500.00

Students served – Current and potentially eligible YTP students

Purpose:

- Training, administering and monitoring outcome of the CANITY program to students from Youth Transition Programs with the District
- Training, administering and monitoring outcomes of the Soft Skills High career readiness certificate program
- Providing instruction on the CANITY and Soft Skills High Program to students within CDL classrooms with teacher's approval. YTP Specialists will provide SPED case managers with outcome data to provide input and transition goal information to be added to student's IEP and progress reports.

Engage students in paid internships.

Cost per student- \$6,954.00

Students served- 4

Total Cost- \$27,816

Total Cost - \$46,606

YES TEST

If you answer Yes to the four questions below, your expense request will be considered by VR. Please work with your YTP Technical Assistance Provider (TAP) to ensure the expense is allowable. If the expense changes any one line item in your budget by more than 10%, you will need approval from Michelle Markle - YTP Statewide Coordinator as of Nov 1, 2020.

1. Does the expense increase student engagement in Pre-ETS or Core YTP activities,
and
2. Does the expense directly align with a student's Individual Plan for Employment (IPE),
or
 bridge a student's time sensitive employment related service needs during the creation of an IPE,
or
 facilitate the provision of Pre-ETS for an individual student or a group of potentially eligible students,
and
3. Does the expense increase the opportunity for the student or group to obtain or maintain competitive, integrated employment?
and
4. Does the expense comply with your district's policies?
and
5. Do you have your administrator's approval?

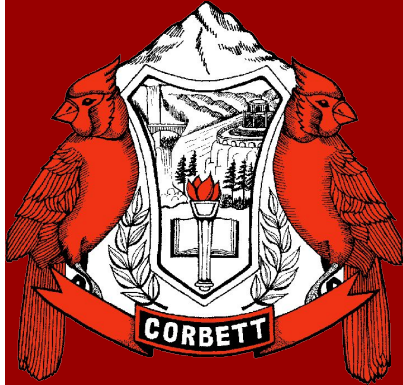
ADDITIONAL CONSIDERATIONS

These considerations are encouraged in order to maintain open communication within the YTP team at each site.

- Plan for equity by considering everyone's unique needs when there are multiple schools within in the YTP site.
- Include the VR counselor/s when discussing options and making plans to learn how changes may affect their workload, timelines, budget, and other operational practices and policies.
- Remember, the cost for services should be covered by VR for students with an IPE in place.

**Table1. 19-21 Biennium COVID Flexible Spending Guidance
Specific Examples (Check with your TAP if you have additional ideas)**

Transportation	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● Taxi or Ride Share Fare: Yes ● Gas Card: Yes ● Bus Pass: Yes ● Drivers Permit or License Fee: Yes ● Bicycle, skateboard, other non-motorized options: Yes ● Vehicle (requiring license and tags): No
Personal Health/ Hygiene	<p>If yes to each question above, and McKinney Vento funds are otherwise allocated, then:</p> <ul style="list-style-type: none"> ● Hygiene Products: Yes ● Park pass for access to showers: If school locker rooms are not open and available, yes
Compensating Students	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● Gift Cards: No ● Stipends / Subminimum Wage: No ● Direct payment at minimum wage rate or greater per hour: Yes
Curriculum and Assessment	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● Oregon CIS license: Yes ● Age Appropriate Transition Assessments: Yes ● Transition Curriculum Materials: Yes ● Transition Focused Software Licenses: Yes
Supplies and Materials	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● Clothing: Only if a student is pre-IPE. Otherwise the IPE should cover this cost. ● Equipment: Only if a student, or group of students, is pre-IPE, otherwise IPE should cover this cost as long as it is related to the student's expressed vocational interest. ● YTP Program supplies: Check with your TAP
Tuition, Coursework or Certification fees	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● First Aid: Yes ● CPR: Yes ● State ID: Yes ● Tuition and Coursework: No, should be covered within a student's IPE
School-Based Business	<p>Specific requirements:</p> <ol style="list-style-type: none"> 1. The proportion of students with disabilities engaged in the school-based business must equate to proportion of the investment of YTP funds (e.g., districts should not use 100% YTP funds and have a majority of students without disabilities engaged in the business). 2. The site must demonstrate how any school-based business is not operating as a Mock Sheltered Workshop. Please see guidance available from Sally Simich (Sally.Simich@state.or.us).
Additional Hours for School Staff	<p>If yes to each question above, then:</p> <ul style="list-style-type: none"> ● Additional hours, at the rate outlined within each site's collective bargaining agreement, are allowable for any school employee who is contributing to the planning, development, and/or delivery of your Youth Transition Program.



Corbett School District

Youth Truth Survey
Fall 2020

Youth Truth Student Survey - A National Nonprofit

Corbett School District

1363 participants

813 students in grades 3-12 (87%)

471 parents/guardians (41%)

79 staff members (94%)

Corbett School District

Some of the themes on the survey included:

- **School Culture & School Safety**
- **Engagement & Relationships**
- **Academic Challenge**
- **Emotional & Mental Health**
- **Diversity, Equity and Inclusion**

Corbett School District

Student Perceptions Highest Rated Themes

Culture

Relationships

Example questions on a 1 to 5 scale

Most adults in this school treat students with respect.

Students and teachers care about each other.

Corbett School District

Student Perceptions Lowest Rated Theme Engagement

Example questions on a 1 to 5 scale

I am getting a high quality education at this school.
Does your teacher ask you to keep trying when the
work gets hard?

Corbett School District

Family Perceptions Highest Rated Themes

Relationships

School Safety (Elementary)

Communication & Feedback (MS/HS)

Lowest Rated Theme

Engagement

Corbett School District

Staff Perceptions

Highest Rated Themes

Relationships

School Safety (Elementary)

Culture (MS/HS)

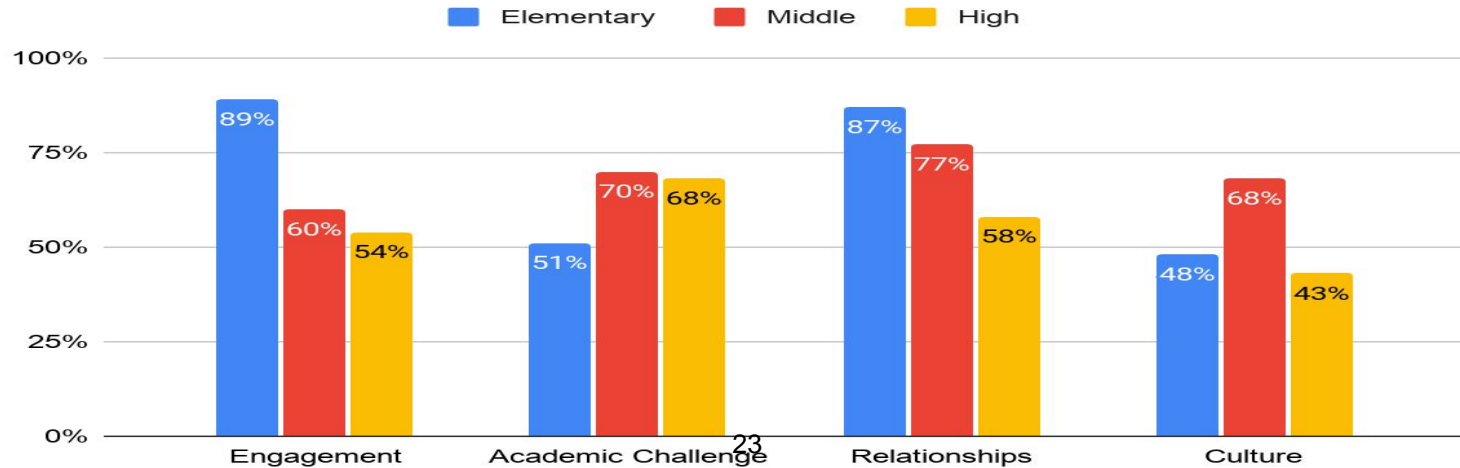
Lowest Rated Theme

Engagement

Corbett School District

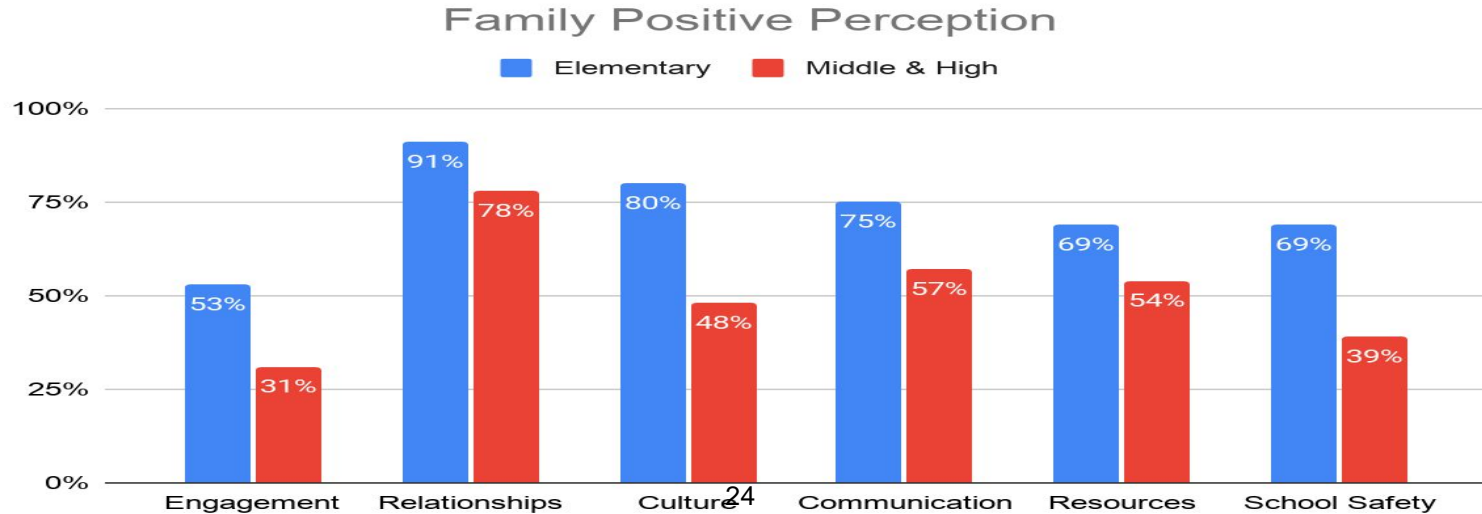
Positive Ratings - Students

Student Positive Perception



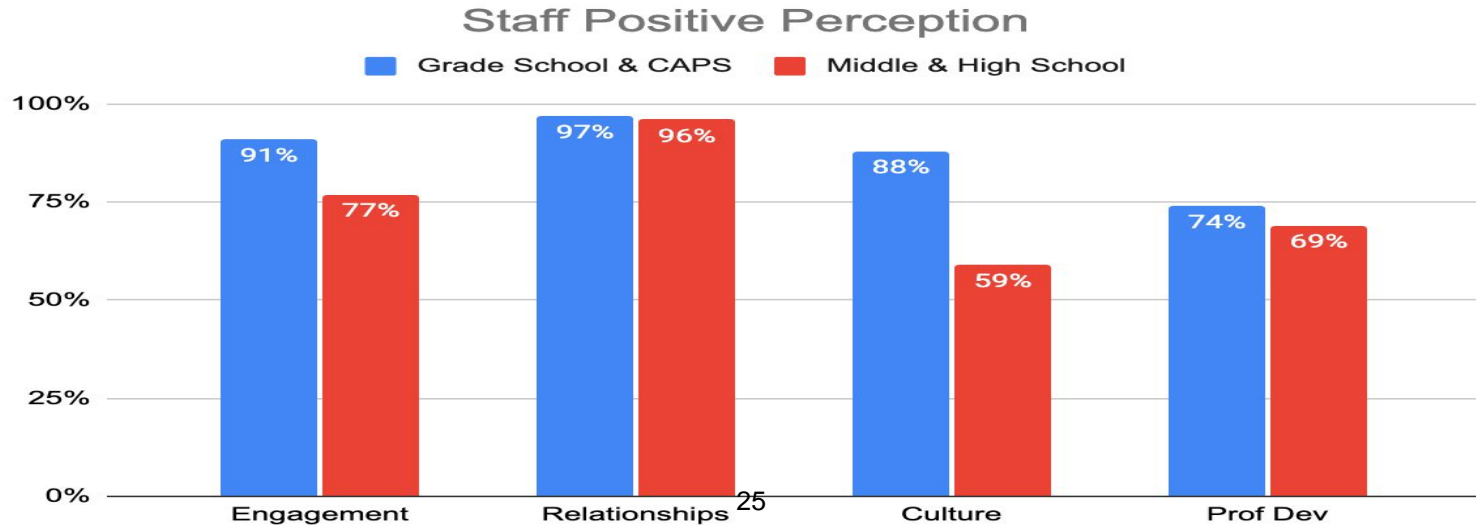
Corbett School District

Positive Ratings - Families



Corbett School District

Positive Ratings - Staff



Corbett School District

School Specific Results

94% of families surveyed at Corbett Grade School responded positively to the following:

I feel comfortable approaching teachers about my child's progress.

I feel comfortable approaching teachers about my child's progress.



www.youthtruthsurvey.org

Corbett School District

School Specific Comparison Data

90% of families surveyed in similar U.S. schools responded positively to the same question.

91% of families surveyed in Oregon schools responded positively to the same question.

The teachers and staff are always available to answer any questions or concerns I have.

~1st grade family 27

When I work with teachers and staff it is always a good experience.
~4th grade family.

Corbett School District

School Specific Subgroup Data

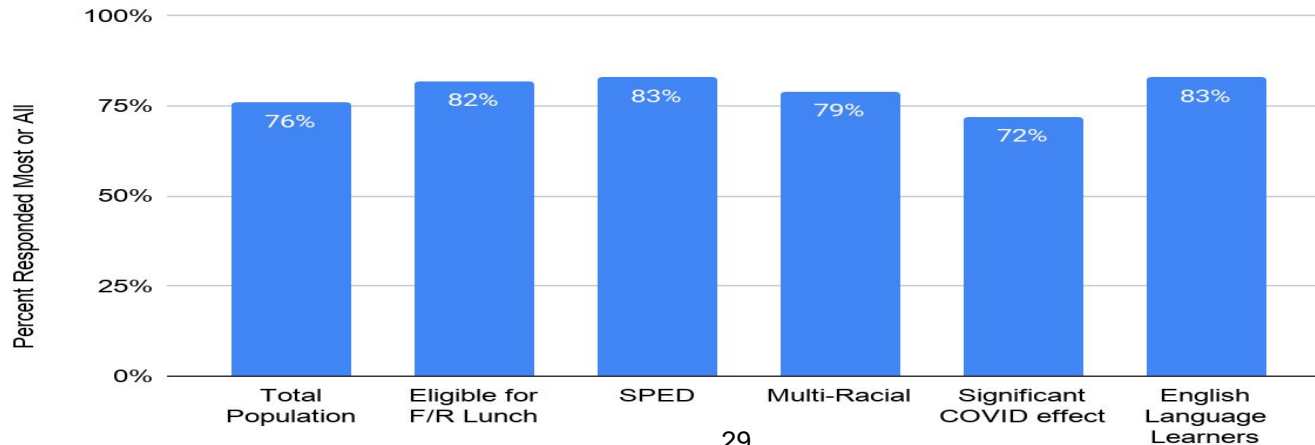
Results can be looked at by subgroups such as:

- Special Education
- Grade Level
- Eligible for Free/reduced Lunch
- Race/ethnicity
- English Language Learners
- Covid Effect (How much has the COVID-19 pandemic affected you?)

Corbett School District

High School Students

How many of your teachers try to be fair?



Corbett School District

YouthTruth Survey - Next Steps

- Building principal will meet with YouthTruth staff to learn how to analyse the results.
- Principals will share results with staff and families throughout the year and use information to plan for improvement.
- Use the results to monitor progress towards our Continuous Improvement Plan(CIP) goals and for Student Investment Account(SIA) planning.
- Use the Diversity, Equity and Inclusion results to inform the district's equity work.
- Conduct the YouthTruth Survey next fall.

Corbett School District
Financial Report to the Board of Directors
Wednesday, December 16, 2020

The financial audit for 2019-20 is continuing as planned with new auditors TKW. Final fieldwork began on December 14. District office staff are responding to audit requests this week before Winter break begins. Due to COVID, the auditors are conducting their work entirely remotely.

The Student Investment Account grant agreement has been signed, necessary steps completed and submitted to ODE. We expect to receive a response and to be able to begin accessing the funds soon.

Multnomah County property tax receipts for current year began to arrive weekly in mid-November and are reflected in this report.

District office staff are coordinating a planned bond sale to close in mid-April. The Board will see a resolution related to the bond financing tonight. The Board can expect to see a resolution on creating a debt service fund to accommodate the new debt issue in 2021.

Cindy Duley
Corbett School District Business Manager

cduley@corbett.k12.or.us

Board Financial Reports Guide:

Summary of Budget and Actual Expenditures by Fund and Major Function

Shows the year-to-date expenditures compared to the legally appropriated budget. Actual expenditures cannot exceed appropriation.

Year-to-Year Fund Statements

Shows the current year-to-date revenues and expenditures compared to the same time last year for the following funds:

- General Fund
- Food Services Fund
- Federal Funds
- Capital Improvement Fund

Year-to-Year General Fund Revenues and Expenditures by Month

Shows prior year and current year-to-date revenues and expenditures in more detail, by major category and month, for the General Fund.

Corbett School District 39
Monthly Financial Report
As of November 30, 2020

Summary of Budget and Actual Expenditures by Fund and Major Function

Current Budget vs Actual Total Expenses	Current Budget	Nov 30 2020 YTD Actuals	Nov 30 2020 Balance
Fund: 01 General Fund			
1000 Instruction	8,099,879	2,420,011	5,679,868
2000 Support Services	4,573,104	1,824,592	2,748,512
4000 Facilities Acquisition/Construction	2,340,000	11,688	2,328,313
5100 Debt Service	401,329	119,174	282,155
5200 Transfers Out	230,000	-	230,000
6000 Contingencies	50,000	-	50,000
Fund: 01 General Fund Total	15,694,312	4,375,464	11,318,848
Fund: 02 Food Services Fund			
3000 Enterprise & Community Serves	426,000	87,652	338,348
Fund: 02 Food Services Fund Total	426,000	87,652	338,348
Fund: 03 Federal Funds			
1000 Instruction	255,990	64,851	191,139
2000 Support Services	13,993	-	13,993
6000 Contingencies	7,726	-	7,726
Fund: 03 Federal Funds Total	277,709	64,851	212,858
Fund: 04 Student Investment Account			
1000 Instruction	499,394	-	499,394
2000 Support Services	154,303	-	154,303
5100 Debt Service	270,000	-	270,000
Fund: 04 Student Investment Account Total	923,697	-	923,697
Fund: 09 Capital Improvement Fund			
2000 Support Services	30,000	-	30,000
4000 Facilities Acquisition/Construction	20,000	-	20,000
Fund: 09 Capital Improvement Fund Total	50,000	-	50,000
Fund: 20 Energy Projects Fund			
4000 Facilities Acquisition/Construction	16,271	-	16,271
5200 Transfers Out	25,000	-	25,000
Fund: 20 Energy Projects Fund Total	41,271	-	41,271
Fund: 06 Student Body Trust Fund			
1000 Instruction	300,000	-	300,000
6000 Contingencies	105,548	-	105,548
Fund: 06 Student Body Trust Fund Total	405,548	-	405,548
Grand Total - All Funds	17,818,537	4,527,967	13,290,570

Corbett School District No. 39
Board Financial Report
Fund 01: General Fund

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Nov 30 2019	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2020	% of Projected
Revenues							
Property Taxes	1,833,177	596,044	33%	1,880,900	1,880,900	1,301,335	69%
State School Fund	10,132,700	4,889,670	48%	9,679,300	9,679,300	4,917,651	51%
Local Sources	402,001	111,425	28%	420,500	420,500	15,180	4%
Intermediate Sources	200,657	657	0%	201,200	201,200	-	0%
State Sources	728,495	23,279	3%	579,903	579,903	-	0%
Federal Sources	39,997	-	0%	43,349	43,349	-	0%
Total Revenues	13,337,027	5,621,075	42%	12,805,152	12,805,152	6,234,167	49%
Expenditures							
Salaries	6,397,708	2,403,880	38%	6,498,887	6,498,887	2,261,107	35%
Associated Payroll	3,914,765	1,374,210	35%	3,898,026	3,898,026	1,388,602	36%
Purchased Services	1,088,367	376,761	35%	1,120,425	1,120,425	198,104	18%
Supplies & Materials	670,074	414,964	62%	762,745	762,745	163,433	21%
Capital Outlay	279,391	170,041	61%	141,000	141,000	-	0%
Debt Service	487,756	144,506	30%	401,329	401,329	119,174	30%
Other Objects	274,107	229,730	84%	291,900	291,900	233,357	80%
Contingency	-	-		50,000	50,000	-	0%
Total Expenditures	13,112,169	5,114,092	39%	13,164,312	13,164,312	4,363,777	33%
Other Sources (Uses)							
Other Sources	211,694	100,000	47%	115,000	115,000	-	0%
Transfer In	25,000	-	0%	25,000	25,000	-	0%
Transfer Out	(286,736)	-	0%	(230,000)	(230,000)	-	0%
Total Other Sources (Uses)	(50,042)	100,000	-200%	(90,000)	(90,000)	-	0%
Change in Fund Balance	174,816	606,983		(449,160)	(449,160)	1,870,390	
Fund Balance - Beginning	1,666,531	1,666,531		1,867,425	1,867,425	1,841,346	
Fund Balance - Ending	1,841,346	2,273,514		1,418,265	1,418,265	3,711,736	

YTD Revenues	FY 2019-20	FY 2020-21	Variance	% Change
Property Taxes	596,044	1,301,335	705,291	118%
State School Fund	4,889,670	4,917,651	27,981	1%
Local Sources	111,425	15,180	(96,245)	-86%
Intermediate Sources	657	-	(657)	-100%
Total Revenues	5,621,075	6,234,167	613,091	11%

YTD Expenditures	FY 2019-20	FY 2020-21	Variance	% Change
Salaries	2,403,880	2,261,107	(142,773)	-6%
Associated Payroll	1,374,210	1,388,602	14,392	1%
Purchased Services	376,761	198,104	(178,657)	-47%
Supplies & Materials	414,964	163,433	(251,532)	-61%
Debt Service	144,506	119,174	(25,332)	-18%
Other Objects	229,730	233,357	3,627	2%
Total Expenditures	5,114,092	4,363,777	(750,316)	-15%

Corbett School District No. 39
Board Financial Report
Fund 02: Food Services Fund

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Nov 30 2019	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2020	% of Projected
Revenues							
State School Fund	2,197	-	0%	2,000	2,000	-	0%
Local Sources	94,822	44,382	47%	120,000	120,000	1,672	1%
State Sources	6,804	-	0%	3,000	3,000	-	0%
Federal Sources	87,530	2,085	2%	121,000	121,000	-	0%
Total Revenues	191,353	46,467	24%	246,000	246,000	1,672	1%
Expenditures							
Salaries	76,456	27,883	36%	85,314	85,314	33,476	39%
Associated Payroll	47,852	16,426	34%	59,402	59,402	23,637	40%
Purchased Services	6,028	2,477	41%	6,000	6,000	1,251	21%
Supplies & Materials	164,966	79,415	48%	271,784	271,784	29,288	11%
Other Objects	4,695	2,113	45%	3,500	3,500	-	0%
Total Expenditures	299,997	128,315	43%	426,000	426,000	87,652	21%
Other Sources (Uses)							
Transfer In	101,736	-	0%	180,000	180,000	-	0%
Total Other Sources (Uses)	101,736	-	0%	180,000	180,000	-	0%
Change in Fund Balance	(6,908)	(81,848)		-	-	(85,980)	
Fund Balance - Beginning	12,339	12,339		-	-	5,431	
Fund Balance - Ending	5,431	(69,509)		-	-	(80,549)	

	FY 2019-20	FY 2020-21	Variance	% Change
YTD Revenues				
Local Sources	44,382	1,672	(42,710)	-96%
Total Revenues	46,467	1,672	(44,795)	-96%

	FY 2019-20	FY 2020-21	Variance	% Change
YTD Expenditures				
Salaries	27,883	33,476	5,593	20%
Associated Payroll	16,426	23,637	7,211	44%
Purchased Services	2,477	1,251	(1,227)	-50%
Supplies & Materials	79,415	29,288	(50,127)	-63%
Other Objects	2,113	-	(2,113)	-100%
Total Expenditures	128,315	87,652	(40,663)	-32%

Corbett School District No. 39
Board Financial Report
Fund 03: Federal Funds

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Nov 30 2019	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2020	% of Projected
Revenues							
Federal Sources	272,473	-	0%	269,983	346,187	-	0%
Total Revenues	272,473	-	0%	269,983	346,187	-	0%
Expenditures							
Salaries	163,538	49,229	30%	113,962	113,962	37,346	33%
Associated Payroll	106,042	31,883	30%	81,992	81,992	26,087	32%
Purchased Services	1,962	1,394	71%	64,029	64,029	1,418	2%
Supplies & Materials	-	534		10,000	86,204	-	0%
Contingency	-	-		7,726	7,726	-	0%
Total Expenditures	271,542	83,039	31%	277,709	353,913	64,851	18%
Change in Fund Balance	931	(83,039)		(7,726)	(7,726)	(64,851)	
Fund Balance - Beginning	7,726	7,726		7,726	7,726	8,656	
Fund Balance - Ending	8,656	(75,313)		-	-	(56,195)	

YTD Expenditures	FY 2019-20	FY 2020-21	Variance
Salaries	49,229	37,346	(11,883)
Associated Payroll	31,883	26,087	(5,795)
Purchased Services	1,394	1,418	24
Supplies & Materials	534	-	(534)
Total Expenditures	83,039	64,851	(18,188)

Corbett School District No. 39
Board Financial Report
Fund 04: Student Investment Account

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Nov 30 2019	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2020	% of Projected
Revenues							
State Sources	-	-		923,697	923,697	-	0%
Total Revenues	-	-		923,697	923,697	-	0%
Expenditures							
Salaries	-	-		336,032	336,032	-	0%
Associated Payroll	-	-		207,986	207,986	-	0%
Supplies & Materials	-	-		109,679	109,679	-	0%
Debt Service	-	-		270,000	270,000	-	0%
Total Expenditures	-	-		923,697	923,697	-	0%

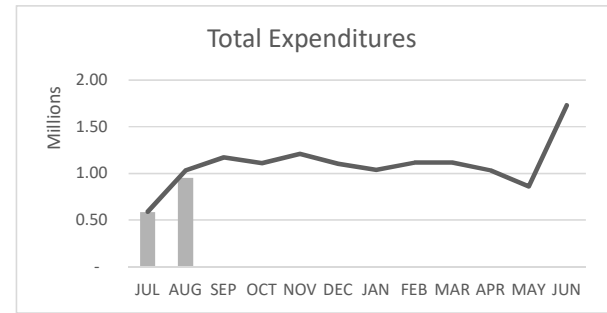
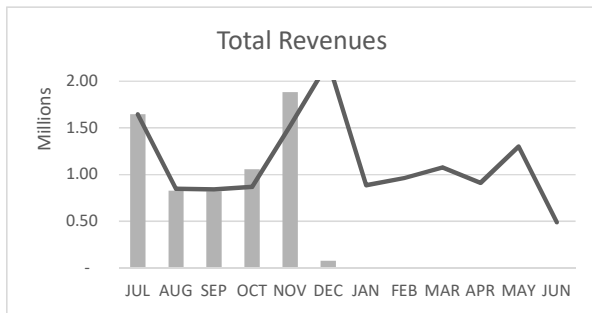
Corbett School District No. 39
Board Financial Report
Fund 09: Capital Improvement Fund

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Nov 30 2019	% of YE Actuals	Current Budget	Projected Actual	Year to Date Nov 30 2020	% of Projected
Revenues							
State Sources	610,034	559,848	92%	-	-	-	
Total Revenues	610,034	559,848	92%	-	-	-	
Expenditures							
Purchased Services	29,525	15,869	54%	50,000	50,000	-	0%
Capital Outlay	746,484	746,174	100%	-	-	-	
Other Objects	1,727	973	56%	-	-	-	
Total Expenditures	777,736	763,016	98%	50,000	50,000	-	0%
Other Sources (Uses)							
Transfer In	185,000	-	0%	50,000	50,000	-	0%
Total Other Sources (Uses)	185,000	-	0%	50,000	50,000	-	0%
Change in Fund Balance	17,298	(203,168)		-	-	-	
Fund Balance - Beginning	19,902	19,902		-	-	37,200	
Fund Balance - Ending	37,200	(183,266)		-	-	37,200	

	FY 2019-20	FY 2020-21	Variance
YTD Expenditures			
Capital Outlay	746,174	-	(746,174)
Total Expenditures	763,016	-	(763,016)

FUND 01: GENERAL FUND
Revenues and Expenditures by Month

FY 2019-2020	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Revenues													
Property Taxes	-	6,094.98	4,105.67	2,940.62	582,903.18	1,093,279.83	21,903.74	11,785.41	45,707.76	6,448.84	4,934.17	53,072.31	1,833,176.51
State School Fund	1,630,542.00	814,782.00	814,782.00	814,782.00	814,782.00	814,782.00	814,782.00	830,019.00	830,019.00	905,558.00	1,050,066.64	(2,196.95)	10,132,699.69
Local Sources	13,662.69	27,630.33	19,580.61	27,721.22	22,830.07	118,039.30	25,429.36	33,653.52	25,590.73	(643.43)	14,625.02	73,881.98	402,001.40
Intermediate Sources	-	127.50	529.18	-	-	-	-	-	-	-	-	200,000.00	200,656.68
State Sources	-	-	-	23,278.98	-	155,828.40	23,954.74	87,289.11	63,272.38	-	221,007.55	153,863.94	728,495.10
Federal Sources	-	-	-	-	-	17,812.17	-	-	-	-	10,042.27	12,142.73	39,997.17
Other Sources	-	-	-	-	100,000.00	-	-	-	111,694.00	-	-	-	211,694.00
Total Revenues	1,644,204.69	848,634.81	838,997.46	868,722.82	1,520,515.25	2,199,741.70	886,069.84	962,747.04	1,076,283.87	911,363.41	1,300,675.65	490,764.01	13,548,720.55
Expenditures													
Salaries	132,505.63	529,586.48	553,163.25	584,272.39	604,351.95	555,653.93	555,876.59	573,710.08	579,802.66	554,546.59	361,970.89	812,267.77	6,397,708.21
Associated Payroll	98,654.35	295,219.58	319,427.17	330,083.13	330,825.70	317,779.15	335,934.70	335,892.46	342,904.03	328,677.17	331,323.20	548,044.44	3,914,765.08
Purchased Services	60,418.24	61,018.87	120,053.59	61,489.43	73,781.31	134,467.35	99,322.65	148,582.72	40,596.57	77,769.47	92,032.27	118,834.84	1,088,367.31
Supplies & Materials	65,513.89	106,837.65	106,194.30	104,324.02	32,094.41	27,453.59	23,305.20	32,680.14	35,326.43	42,672.37	13,441.57	80,230.87	670,074.44
Capital Outlay	-	-	10,898.16	9,700.00	149,443.31	5,000.00	-	-	106,694.00	-	(2,344.68)	-	279,390.79
Debt Service	59,083.76	9,499.55	48,923.19	9,499.55	17,499.55	55,298.55	9,601.68	9,601.68	9,601.68	26,890.68	63,318.00	168,938.41	487,756.28
Other Objects	172,906.42	31,048.57	11,818.67	11,494.85	2,461.28	6,463.19	13,318.97	15,130.33	3,250.29	2,870.19	1,052.89	2,291.05	274,106.70
Total Expenditures	589,082.29	1,033,210.70	1,170,478.33	1,110,863.37	1,210,457.51	1,102,115.76	1,037,359.79	1,115,597.41	1,118,175.66	1,033,426.47	860,794.14	1,730,607.38	13,112,168.81
FY 2020-2021													
Revenues													
Property Taxes	-	6,076.95	4,678.43	227,599.03	1,062,980.56	77,073.85	-	-	-	-	-	-	1,378,408.82
State School Fund	1,641,572.00	820,293.00	815,200.41	820,293.00	820,293.00	-	-	-	-	-	-	-	4,917,651.41
Local Sources	5,041.64	459.88	7.00	9,671.62	-	-	-	-	-	-	-	-	15,180.14
Intermediate Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
State Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,646,613.64	826,829.83	819,885.84	1,057,563.65	1,883,273.56	77,073.85	-	-	-	-	-	-	6,311,240.37
Expenditures													
Salaries	125,269.06	545,902.25	529,015.72	523,004.90	537,915.10	-	-	-	-	-	-	-	2,261,107.03
Associated Payroll	91,994.82	312,550.32	316,413.07	359,385.44	308,258.39	-	-	-	-	-	-	-	1,388,602.04
Purchased Services	32,558.29	30,593.67	86,438.84	47,898.88	614.58	-	-	-	-	-	-	-	198,104.26
Supplies & Materials	63,011.53	41,403.58	44,189.14	13,784.34	1,044.15	-	-	-	-	-	-	-	163,432.74
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service	56,485.82	9,260.59	(924.59)	49,259.23	5,092.59	-	-	-	-	-	-	-	119,173.64
Other Objects	215,928.10	14,223.75	2,240.18	643.84	320.93	-	-	-	-	-	-	-	233,356.80
Total Expenditures	585,247.62	953,934.16											4,363,776.51



RESOLUTION NO. ____

A RESOLUTION OF CORBETT SCHOOL DISTRICT NO. 39, MULTNOMAH COUNTY, OREGON AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS; DESIGNATING AN AUTHORIZED REPRESENTATIVE; DELEGATING THE NEGOTIATION AND APPROVAL OF FINANCIAL DOCUMENTS AND RELATED MATTERS.

THE BOARD OF DIRECTORS (THE “BOARD”) OF CORBETT SCHOOL DISTRICT NO. 39, MULTNOMAH COUNTY, OREGON (THE “DISTRICT”) HEREBY RESOLVES:

SECTION 1. FINDINGS

The Board finds:

- a. The District is authorized pursuant to the Oregon Constitution and Oregon Revised Statutes Chapters 287A and 328 to issue general obligation bonds to finance capital costs; and
- b. On August 12, 2020, the District adopted a resolution authorizing submission to the voters of the District at a measure election on November 3, 2020, the question of contracting a general obligation bonded indebtedness in an amount not to exceed \$4,000,000 to finance capital costs as set forth in the notice of bond election and pay bond issuance costs; and
- c. The election was duly and legally held on November 3, 2020 and the elections officer of the county in which the District office is located delivered the abstract of votes indicating that the issuance of the general obligation bonds was approved no later than twenty (20) days after the date of the election; and
- d. The Board hereby determines the results of the election as required by ORS 255.295 no later than forty-five (45) days after the date of the election; and
- e. The District adopts this resolution to provide the terms under which the general obligation bonds will be sold and issued.

SECTION 2. BONDS AUTHORIZED

The District hereby authorizes the issuance of general obligation bonds in an aggregate principal amount not to exceed \$4,000,000 (the “Bonds”) to finance the projects set forth in the ballot title for the Bonds.

The Bonds may be issued in one or more series and shall mature over a period not exceeding eleven (11) years from their date of issue. The remaining terms of the Bonds shall be established as provided in Section 10 hereof.

SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVES

The Board designates the Chair, Interim Superintendent, Deputy Clerk, Business Manager (each an “Authorized Representative”) or a designee of an Authorized Representative to act on behalf of the District as specified in Section 10 hereof.

SECTION 4. SECURITY

Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power to pay the Bonds. The District hereby covenants for the benefit of the Owners to levy annually, as necessary, a direct ad valorem tax upon all of the taxable property within the District which is sufficient, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and other legally available amounts, to pay all Bond principal and interest when due. This tax shall be in addition to all other taxes of the District, and this tax shall not be limited in rate, amount or otherwise, by Sections 11 or 11b of Article XI of the Oregon Constitution.

SECTION 5. FORM OF BONDS

The Bonds shall be issued in substantially the form as approved by the Authorized Representative. The Bonds may be printed or typewritten, and may be issued as one or more temporary Bonds which shall be exchangeable for definitive Bonds when definitive Bonds are available.

SECTION 6. EXECUTION OF BONDS

The Bonds shall be executed on behalf of the District with the manual or facsimile signature of an Authorized Representative of the District.

SECTION 7. REDEMPTION

The Bonds may be subject to optional redemption or mandatory redemption prior to maturity as determined under Section 10 hereof.

SECTION 8. TAX-EXEMPT STATUS

If any portion of the Bonds are issued as Tax-Exempt Bonds, the District covenants to use the portion of those proceeds of the Bonds, and the facilities financed with the Bonds, and to otherwise comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so that interest paid on the Bonds will not be includable in gross income of the Bondowners for federal income tax purposes. The District specifically covenants:

- a. to comply with the "arbitrage" provisions of Section 148 of the Code, and to pay any rebates to the United States on the gross proceeds of the Bonds; and
- b. to operate the facilities financed with the proceeds of the Bonds so that the Bonds are not "private activity bonds" under Section 141 of the Code; and
- c. comply with all reporting requirements.

The Authorized Representative may enter into covenants on behalf of the District to protect the tax-exempt status of the Bonds.

SECTION 9. DESIGNATION AS A "QUALIFIED TAX-EXEMPT OBLIGATION"

The Authorized Representative, upon the advice of Bond Counsel, may designate any series of the Bonds as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B) of the Code.

SECTION 10. DELEGATION FOR ESTABLISHMENT OF TERMS AND SALE OF THE BONDS

The Authorized Representative is hereby authorized, on behalf of the District without further action of the Board (and such actions of the Authorized Representative, if taken prior to the adoption of this resolution, are hereby affirmed and authorized), to:

- a. establish the principal and interest payment dates, principal amounts, interest rates, denominations, redemption provisions and all other terms of the Bonds;
- b. negotiate the terms of and execute a bond purchase agreement with the underwriter or purchaser of the Bonds, if necessary;
- c. determine if the Bonds shall be placed with a bank or other financial institution or publicly offered;
- d. enter into covenants regarding the use of the proceeds of the Bonds and the projects financed with the proceeds of the Bonds;
- e. appoint a registrar and paying agent for the Bonds, if necessary;
- f. take such actions as are necessary to qualify the Bonds for the book-entry only system of The Depository Trust Company if required;
- g. approve of and authorize the distribution of the preliminary and final official statements for the Bonds, if required;
- h. obtain one or more ratings on the Bonds if determined by the Authorized Representative to be in the best interest of the District, and expend Bond proceeds to pay the costs of obtaining such rating;
- i. apply to participate in the Oregon School Bond Guaranty Program, if available and deemed appropriate, execute any documents in connection with such program and expend Bond proceeds to pay any guaranty premium;
- j. apply, if available and deemed appropriate, and expend Bond proceeds to pay any insurance premium;
- k. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if required;
- l. approve, execute and deliver the Bond closing documents and certificates;
- m. determine if the Bonds shall be issued as federally tax-exempt or taxable obligations;
- n. make any clarifying changes or additional covenants not inconsistent with this Resolution; and
- o. execute and deliver a certificate specifying the action taken by the Authorized Representative pursuant to this Section 10 and any other certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bonds in accordance with this Resolution.

SECTION 11. DEFAULT AND REMEDIES.

The occurrence of one or more of the following shall constitute an Event of Default under this Resolution and the Bonds:

a. Failure by the District to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

b. Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed for the benefit of Owners of Bonds, for a period of sixty (60) days after written notice to the District by the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such sixty (60) day period, it shall not constitute an Event of Default so long as corrective action is instituted by the District within the sixty (60) day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph; or,

c. The District is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the payments.

The Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may waive any Event of Default and its consequences, except an Event of Default as described in (a) of this Section.

Upon the occurrence and continuance of any Event of Default hereunder the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may take whatever action may appear necessary or desirable to enforce or to protect any of the rights of the Owners of Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Resolution or the Bonds or in aid of the exercise of any power granted in this Resolution or in the Bonds or for the enforcement of any other legal or equitable right vested in the Owners of Bonds by the Resolution or the Bonds or by law. However, the Bonds shall not be subject to acceleration.

No remedy in this Resolution conferred upon or reserved to Owners of Bonds is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Owners of Bonds to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

SECTION 12. DEFEASANCE

The District may defease the Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

SECTION 13. ESTABLISHMENT OF FUNDS AND ACCOUNTS

The following funds and accounts shall be created into which the proceeds of the Bonds shall be deposited, which funds and accounts shall be continually maintained, except as otherwise provided, so long as the Bonds remain unpaid.

a. Debt Service Account. The District shall maintain the debt service account in the District's debt service fund for the payment of principal, premium, if any, and interest on the Bonds as they become due. All accrued interest, if any, and all taxes levied and other moneys available for the payment of the Bonds shall be deposited to the debt service account.

b. Project Fund. The District shall maintain the project fund for the purpose of accounting for and paying all costs of the projects and the costs related to the preparation, authorization, issuance, and sale of the Bonds. Any interest earnings on moneys invested from the project fund shall be retained in the project fund. The District's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into the project fund to assure the completion of the projects.

Upon completion of the projects and upon payment in full of all costs related thereto, any balance remaining in the project fund shall be deposited to the Debt Service Account for payment of debt service.

SECTION 14. PROFESSIONALS

The District hereby affirms Hawkins Delafield & Wood LLP as bond counsel for the issuance of the Bonds and Piper Sandler & Co., as underwriter or placement agent.

SECTION 15. APPROVAL OF POST ISSUANCE COMPLIANCE PROCEDURES

The Board hereby approves the post issuance compliance procedures in substantially the form attached hereto as Exhibit A with such modifications as deemed desirable by the Authorized Representative to assist in the compliance with federal tax and securities law.

SECTION 16. RESOLUTION TO CONSTITUTE CONTRACT

In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the Bonds from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Bonds, including without limitation the District's covenants and pledges contained in Section 4 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED by the Board of Directors of the Corbett School District No. 39, Multnomah County, Oregon this 16th day of December, 2020.

**CORBETT SCHOOL DISTRICT NO. 39,
MULTNOMAH COUNTY, OREGON**

By: _____
Chair

ATTEST:

By: _____
Superintendent

EXHIBIT A

CORBETT SCHOOL DISTRICT NO. 39

TAX-EXEMPT BOND POST-ISSUANCE COMPLIANCE PROCEDURES (adopted 12/16/2020)

PURPOSE.

The purpose of this Policy is to ensure that the Corbett School District No. 39 (the “Issuer”) complies with applicable requirements of federal tax and securities laws that apply to any tax-exempt obligations or other debt issued by the Issuer. This Policy is designed to set forth compliance procedures so that the Issuer utilizes the proceeds of all issues of bonds, certificates of participation, bond anticipation notes, bank loans, and tax and revenue anticipation notes (collectively referred to as “Bonds”) in accordance with applicable federal tax and securities law requirements with respect to outstanding Bonds.

The procedures described in II and III describe the federal tax laws and only apply to Bonds to the extent that they are issued as federally tax-exempt obligations. Such procedures do not apply to Bonds issued as federally taxable obligations. To comply with applicable federal tax requirements, the Issuer must confirm that the requirements are met at the time each Bond issue is issued and throughout the term of the Bonds (until maturity or redemption). Generally, compliance should include retention of records relating to the expenditure of the proceeds of each Bond issue, the investment of the proceeds of each Bond issue, and any allocations made with respect to the use of the proceeds of each Bond issue, sufficient to establish compliance with applicable federal tax requirements, including records related to periods before the Bonds are issued (*e.g.*, in the case of reimbursement of prior expenditures) until six (6) years after the final maturity or redemption date of any issue of Bonds.

The procedures described in IV describe the federal securities laws and only apply to Bonds to the extent that there is a disclosure document prepared in connection with a public offering or private placement of the Bonds. For example, they do not currently apply to bank loans or other debt for which an official statement or other disclosure document is not prepared. To comply with applicable federal securities requirements, the Issuer must comply with the anti-fraud rules at the time of issuance and must maintain continuous compliance with its continuing disclosure obligations until the final maturity or redemption of the applicable issue or Bonds.

II.

FEDERAL TAX PROCEDURES.

A. Responsible Official. The Superintendent of the Issuer will identify the officer or other employee(s) of the Issuer (the “Bond Compliance Officer”) who will be responsible for each of the procedures listed below, notify the current holder of that office of the responsibilities, and provide that person a copy of these procedures. Upon employee transitions, the Superintendent of the Issuer will advise any newly-designated Bond Compliance Officer of his/her responsibilities under these procedures and will ensure the Bond Compliance Officer understands the importance of these procedures. If employee positions are restructured or eliminated, the Superintendent of the Issuer will reassign responsibilities as necessary.

B. Issuance of Bonds.

Bond Counsel. The Issuer will retain a nationally-recognized bond counsel law firm (“Bond Counsel”) to assist the Issuer in issuing Bonds. In connection with any tax-exempt Bond issue, Bond Counsel will deliver a legal opinion which will be based in part on covenants and representations set forth in the Issuer’s Tax Certificate (or other closing documents containing the tax representation) (the “Tax Certificate”) and other certificates relating to the Bonds, including covenants and representations concerning compliance with post-issuance federal tax law requirements that must be satisfied to preserve the tax-exempt status of tax-exempt Bonds. As described more fully below, the Issuer will also consult with Bond Counsel and other legal counsel and advisors, as needed, following issuance of each Bond issue to ensure that applicable post-issuance requirements in fact are met, so that tax-exempt status of interest will be maintained for federal income tax purposes so long as any Bonds remain outstanding.

The Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that tax-exempt status of interest will be maintained. Those requirements and procedures shall be documented in a Tax Certificate and other certificates and/or other documents finalized at or before issuance of the Bonds. If there is no document in the transcript titled “Tax Certificate,” the Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel prior to the closing of the financing to understand which document(s) in the transcript contain the tax representations and covenants. The requirements and procedures in the Tax Certificate shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

Documentation of Tax Requirements. The federal tax requirements relating to each Bond issue will be set forth in the Tax Certificate executed in connection with the Bond issue, which will be included in the closing transcript. The certifications, representations, expectations, covenants and factual statements in the Tax Certificate relate primarily to the restriction on use of the Bond-financed facilities by persons or entities other than the Issuer, changes in use of assets financed or refinanced with Bond proceeds, restrictions applicable to the investment of Bond proceeds and other moneys relating to the Bonds, arbitrage rebate requirements, and economic life of the Bond-financed assets.

Information Reporting. The Bond Compliance Officer and/or other designated Issuer personnel will assure filing of information returns on IRS Form 8038-G no later than the 15th day of the second calendar month in the calendar quarter following the calendar quarter in which an issue of Bonds is issued. The Issuer will confirm that the IRS Form 8038-G is accurate and is filed in a timely manner with respect to all Bond issues, including any required schedules and attachments. The IRS Form 8038-G filed with the IRS, together with an acknowledgement copy (if available) or IRS Notice CP152, will be included as part of the closing transcript for each Bond issue, or kept in the records related to the appropriate issue of Bonds.

C. Application of Bond Proceeds.

Use of Bond Proceeds. The Bond Compliance Officer and/or other designated Issuer personnel shall:

- * monitor the use of Bond proceeds and the use of the Bond-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in the applicable Tax Certificate;
- * maintain records identifying the assets or portion of assets that were financed or refinanced with proceeds of each issue of Bonds;
- * consult with Bond Counsel and other legal counsel as needed in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in the applicable Tax Certificate;
- * maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in the applicable Tax Certificate; and

* communicate as necessary and appropriate with personnel responsible for the Bond-financed assets to identify and discuss any existing or planned use of the Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the applicable Tax Certificate.

Timely Expenditure of Bond Proceeds. At the time of issuance of any Bonds issued to fund original expenditures, the Issuer must reasonably expect to spend at least 85% of all proceeds expected to be used to finance such expenditures (which proceeds would exclude proceeds in a reasonably required reserve fund) within three (3) years after issuance of such Bonds.¹ In addition, for such Bonds, the Issuer must have incurred or expect to incur within six months after issuance original expenditures of not less than 5% of such amount of proceeds, and must expect to complete the Bond-financed project (the “Project”) and allocate Bond proceeds to costs with due diligence.² Satisfaction of these requirements allows Project-related Bond proceeds to be invested at an unrestricted yield for three (3) years.³ Bonds issued to refinance outstanding obligations are subject to separate expenditure requirements, which shall be outlined in the Tax Certificate relating to such Bonds. The Issuer’s finance staff will monitor the appropriate capital project accounts (and, to the extent applicable, working capital expenditures and/or refunding escrow accounts) and ensure that Bond proceeds are spent within the applicable time period(s) required under federal tax law.

Capital Expenditures. In general, proceeds (including earnings on original sale proceeds) of Bonds issued to fund original expenditures, other than proceeds deposited in a reasonably required reserve fund or used to pay costs of issuance, should be spent on capital expenditures.⁴ For this purpose, capital expenditures generally mean costs to acquire, construct, or improve property (land, buildings and equipment), or to adapt the property to a new or different use. The property financed or refinanced must have a useful life longer than one (1) year. Capital Expenditures include design and planning costs related to the Project, and include architectural, engineering, surveying, soil testing, environmental, and other similar costs incurred in the process of acquiring, constructing, improving or adapting the property. Capital Expenditures do not include operating expenses of the Project or incidental or routine repair or

¹ In the case of short-term working capital financings (*e.g.*, TRANs), the Issuer’s actual maximum cumulative cash flow deficit as of the close of the six-month period commencing on the issue date must be at least equal to 100% of the issue price of the notes (under the six-month rebate exception, excluding the reasonable working capital reserve) or 90% of the issue price of the notes (under the statutory safe harbor exception) in order for the notes to be exempt from the rebate requirements.

² These requirements do not apply to short-term working capital financings (*e.g.*, TRANs).

³ Proceeds of working capital financings (*e.g.*, TRANs) may be invested at an unrestricted yield for thirteen (13) months.

⁴ Proceeds of working capital financings (*e.g.*, TRANs) need not be spent for capital expenditures.

maintenance of the Project, even if the repair or maintenance will have a useful life longer than one (1) year.

D. Use of Bond-Financed Assets.

Ownership and Use of Project. For the life of a Bond issue, the Project must be owned and operated by the Issuer (or another state or local governmental entity). At all times while the Bond issue is outstanding, no more than 10% (or \$15,000,000, if less) of the Bond proceeds or the Project may be used, directly or indirectly, in a trade or business carried on by a person other than a state or local governmental unit (“Private Use”).⁵ In addition, not more than 5% (or \$5 million, if less) of the proceeds of any Bond issue may be used, directly or indirectly, to make a loan to any person other than governmental persons. Generally, Private Use consists of any contract or other arrangement, including leases, management contracts, operating agreements, guarantee contracts, take or pay contracts, output contracts or research contracts, which provides for use by a person who is not a state or local government on a basis different than the general public. The Project may be used by any person or entity, including any person or entity carrying on any trade or business, if such use constitutes “General Public Use”. General Public Use is any arrangement providing for use that is available to the general public at either no charge or on the basis of rates that are generally applicable and uniformly applied.

Management or Operating Agreements. Any management, operating or service contracts whereby a non-exempt entity is using assets financed or refinanced with Bond proceeds (such as bookstore, cafeteria or dining facility, externally-managed parking facilities, gift shops, etc.) must relate to portions of the Project that fit within the allowable private use limitations or the contracts must meet the IRS safe harbor for management contracts. Any replacements of or changes to such contracts relating to Bond-financed assets or facilities, or leases of such assets or facilities, should be reviewed by Bond Counsel. The Bond Compliance Officer shall contact Bond Counsel if there may be a lease, sale, disposition or other change in use of assets financed or refinanced with Bond proceeds.

Useful Life Limitation. The weighted average maturity of the Bond issue cannot exceed 120% of the weighted average economic life of the Bond-financed assets. In other words, the weighted average economic life of the Project must be at least 80% of the weighted average maturity of the Bond issue. Additional state law limitations may apply as well.

⁵ This 10% limitation is limited to 5% in cases in which the Private Use is either unrelated or disproportionate to the governmental use of the financed facility.

E. Investment Restrictions; Arbitrage Yield Calculations; Rebate.

Investment Restrictions. Investment restrictions relating to Bond proceeds and other moneys relating to the Bonds are set forth in the Tax Certificate. The Issuer's finance staff will monitor the investment of Bond proceeds to ensure compliance with applicable yield restriction rules.

Use and Control of Bond Proceeds. Unexpended Bond proceeds (including reserves) may be held directly by the Issuer or by the trustee for the Bond issue under an indenture or trust agreement. The investment of Bond proceeds shall be managed by the Issuer. The Issuer shall maintain appropriate records regarding investments and transactions involving Bond proceeds. The trustee, if appropriate, shall provide regular statements to the Issuer regarding investments and transactions involving Bond proceeds.

Arbitrage Yield Calculations. Investment earnings on Bond proceeds should be tracked and monitored to comply with applicable yield restrictions and/or rebate requirements. Any funds of the Issuer set aside or otherwise pledged or earmarked to pay debt service on Bonds should be analyzed to assure compliance with the tax law rules on arbitrage, invested sinking funds, and pledged funds (including gifts or donations linked or earmarked to the Bond-financed assets).

Rebate. The Issuer is responsible for calculating (or causing the calculation of) rebate liability for each Bond issue, and for making any required rebate payments. Unless Bond Counsel has advised the Issuer that the Bonds are exempt from the rebate requirements described in this section, the Issuer will retain an arbitrage rebate consultant to perform rebate calculations that may be required to be made from time to time with respect to any Bond issue. The Issuer is responsible for providing the arbitrage rebate consultant with requested documents and information on a prompt basis, reviewing applicable rebate reports and other calculations and generally interacting with the arbitrage rebate consultant to ensure the timely preparation of rebate reports and payment of any rebate.

The reports and calculations provided by the arbitrage rebate consultant are intended to assure compliance with rebate requirements, which require the Issuer to make rebate payments, if any, no later than the fifth (5th) anniversary date and each fifth (5th) anniversary date thereafter through the final maturity or redemption date of a Bond issue. A final rebate payment must be made within sixty (60) days of the final maturity or redemption date of a Bond issue.

The Issuer will confer and consult with the arbitrage rebate consultant to determine whether any rebate spending exceptions may be met. Rebate spending exceptions are available for periods of 6

months, 18 months and 2 years. The Issuer will review the Tax Certificate and/or consult with the arbitrage rebate consultant or Bond Counsel for more details regarding the rebate spending exceptions.

In the case of short-term working capital financings, such as tax and revenue anticipation notes, if there is concern as to whether or not the Issuer has met its requisite maximum cumulative cash flow deficit with respect to its short-term working capital notes, the services of a rebate analyst should be engaged to determine whether either the six-month spending exception or the statutory safe harbor exception to the rebate rules is met (in which case no rebate would be owed) or whether the proceeds of the notes are subject, in whole or in part, to rebate.

Copies of all arbitrage rebate reports, related return filings with the IRS (*i.e.*, IRS Form 8038-T), copies of cancelled checks with respect to any rebate payments, and information statements must be retained as described below. The responsible official of the Issuer described in Subsection A of this Part II will follow the procedures set forth in the Tax Certificate entered into with respect to any Bond issue that relate to compliance with the rebate requirements.

F. Record Retention.

Allocation of Bond Proceeds to Expenditures. The Issuer shall allocate Bond proceeds to expenditures for assets, and shall trace and keep track of the use of Bond proceeds and property financed or refinanced therewith.

Record Keeping Requirements. Copies of all relevant documents and records sufficient to support an assertion that the tax requirements relating to a Bond issue have been satisfied will be maintained by the Issuer for the term of a Bond issue (including refunding Bonds, if any) plus six (6) years, including the following documents and records:

- Bond closing transcripts;
- Copies of records of investments, investment agreements, credit enhancement transactions, financial derivatives (*e.g.*, an interest rate swap), arbitrage reports and underlying documents, including trustee statements;
- Copies of material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with

Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;

- All contracts and arrangements involving private use, or changes in use, of the Bond-financed property;
- All reports and documents relating to the allocation of Bond proceeds and private use of Bond-financed property; and
- Itemization of property financed with Bond proceeds, including placed in service dates.
- In the case of short-term working capital financings, such as tax and revenue anticipation notes, information regarding the Issuer's revenue, expenditures and available balances sufficient to support the Issuer's maximum cumulative cash flow deficit.

III.

POST-ISSUANCE COMPLIANCE.

A. In General. The Issuer will conduct periodic reviews of compliance with these procedures to determine whether any violations have occurred so that such violations can be remedied through the "remedial action" regulations (Treas. Reg. Section 1.141-12) or the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance). If any changes or modifications to the terms or provisions of a Bond issue are contemplated, the Issuer will consult Bond Counsel. The Issuer recognizes and acknowledges that such modifications could result in a "reissuance" of the Bonds for federal tax purposes (*i.e.*, a deemed refunding) and thereby jeopardize the tax-exempt status of the Bonds after the modifications.

The Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel and other legal counsel and advisors, as needed, following issuance of each issue of the Bonds to ensure that all applicable post-issuance requirements in fact are met, so that interest on the Bonds will be excluded from gross income for federal income tax purposes so long as any Bonds remain outstanding. This will include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond-financed assets.

Whenever necessary or appropriate, the Issuer will engage an expert advisor as arbitrage rebate consultant to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

B. Monitoring Private or Other Use of Financed Assets. The Issuer will maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of a Bond issue, including the uses and the users thereof (including terms of use and type of use). Such records may be kept in any combination of paper or electronic form. In the event the use of Bond proceeds or the assets financed or refinanced with Bond proceeds is different from the covenants, representations or factual statements in the Tax Certificate, the Issuer will promptly contact and consult with Bond Counsel to ensure that there is no adverse effect on the tax-exempt status of the Bond issue and, where appropriate, will remedy any violations through the “remedial action” regulations (Treas. Reg. Section 1.141-12), the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance), or as otherwise prescribed by Bond Counsel.

C. Ongoing Training. Training shall be made available to the Bond Compliance Officer to support the Bond Compliance Officer’s understanding of the tax requirements applicable to the Bonds. Such training may include, but would not be limited to, attending training sessions at local conferences such as OGFOA, OASBO, and/or SDAO, participation in IRS teleconferences, reading technical guidance materials provided by educational organizations, the IRS, and/or Bond Counsel, and discussing questions and issues with the Issuer’s Bond Counsel and/or arbitrage rebate consultant.

D. Annual Checklist of Tax-Exempt Bond Compliance Checklist. The Bond Compliance Officer will complete the attached “Annual Tax-Exempt Bond Compliance Checklist” with respect to all outstanding Bonds on or before December 1 of each annual period. The Bond Compliance Officer will retain a copy of each completed and signed checklist in a file that is retained in accordance with the document retention requirements described in Section II.F., above.

IV.

FEDERAL SECURITIES LAW PROCEDURES.

A. Anti-Fraud Provisions.

Pursuant to the antifraud provisions of the Securities Act of 1933 and the Securities and Exchange Act of 1934, and accompanying regulations, applicable to securities such as the Bonds, if publicly offered, any material provided by the Issuer in connection with the offer or sale of the Bonds may not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. This material may be in the form of an offering circular or offering memorandum for a private placement and, although it is unclear whether such rules apply to these materials, the Bond Compliance Officer

should review them with the same standard in mind. For a publicly offered transaction, the disclosure document may be a preliminary official statement or a final official statement and any materials provided to the rating agencies or credit enhancement provider. Such material may also include information provided to a bank or institutional investor about the Issuer or the Bonds in connection with a bank loan or private placement. The antifraud provisions also apply to continuing disclosure discussed below. The Bond Compliance Officer will actively participate in the Bond issuance process to ensure that all information regarding the Issuer described in the official statement or other materials prepared in connection with the initial sale of publicly offered Bonds or bank placements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

B. Continuing Disclosure.

In connection with an offering of the Bonds, the Issuer will execute a Continuing Disclosure Agreement, Continuing Disclosure Undertaking, Continuing Disclosure Certificate or such similarly titled document (herein referred to as the "Continuing Disclosure Agreement"). Pursuant to the Continuing Disclosure Agreement, the Issuer may be obligated to provide annual financial disclosure to the secondary market through the Municipal Rulemaking Securities Board's Electronic Municipal Market Access ("EMMA") system, as well as notices of certain material events listed in the Continuing Disclosure Agreement. In order to maintain compliance with the Issuer's obligations in the Continuing Disclosure Agreement, the Bond Compliance Officer will, if and as required by such Continuing Disclosure Agreement:

- Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreement.
- Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board

("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

- Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreement) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreement. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreement) of the occurrence of such Material Event.
- Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- Respond to requests, or ensure that the Issuer contact responds to requests, for information under SEC Rule 15c2-12, as provided in the Continuing Disclosure Agreement.
- Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreement.

Form of Annual Tax-Exempt Bond Compliance Checklist

(to be completed by the “Bond Compliance Officer” as described in the Tax-Exempt Bond Post-Issuance Compliance Policy)

Date Completed: _____

	Yes	No
Has there been a sale of all or any portion of a facility financed with tax-exempt bonds (a “Project”)?		
Has there been a lease of all or any portion of a Project to any party other than a state or local government?		
Has the Issuer entered into a new, or amended an already existing, management or service contract related to a Project?		
Has the Issuer entered into a naming rights agreement relating to all or any portion of a Project?		
Has the Issuer entered into any other arrangement with an entity, other than a state or local government, that provided legal rights to that entity with respect to a Project?		
Will there be a rebate/yield restriction arbitrage computation date during the upcoming annual period?		
Is the Issuer out of compliance with the record retention requirements as described in Section IV of the Tax-Exempt Bond Compliance Procedures?		
Has the Issuer failed to make any required filings with EMMA as required by their Continuing Disclosure Agreements?		

If an answer to any question above is “Yes”, or the answer is unclear, the Bond Compliance Officer shall consult with the Issuer’s bond counsel to determine (i) if the event could adversely impact the tax-exemption of the Issuer’s outstanding tax-exempt bonds and/or (ii) whether any action needs to be taken during the upcoming annual period to ensure compliance with the tax-exempt bond or securities law restrictions.

The undersigned is the “Bond Compliance Officer” as described in the Tax-Exempt Bond Compliance Procedures and has completed the above checklist to the best of the knowledge of the undersigned.

Signature of _____ - Bond Compliance Officer
(print name)

Measure 26-220 (Vote for 1)

Precinct	Total Voles	Yes	No	Over Voles	Under Voles
Precinct 5202	2567	1440 56.10%	1127 43.90%	0	55
Total	2567	1440 56.10%	1127 43.90%	0	55

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.



Tim Scott, Director of Elections
Multnomah County, Oregon

Corbett School District 39 Bond Oversight Committee Roles and Responsibilities

BACKGROUND

In November 2020, the Corbett School District passed a Capital Projects Bond. As part of the promise to the community, the Corbett School District is establishing the Bond Oversight Committee (BOC) to work with the district in monitoring the bond funds.

PURPOSE AND AUTHORITY

With the desire for public transparency and accountability for the District's effective use of bond funds, the Bond Oversight Committee (BOC) shall monitor the progress of the bond program relative to voter-approved scope of work, schedule and budget objectives. The BOC will monitor schedules and spending, and report quarterly to the Board of Directors regarding progress.

MEMBERSHIP/COMPOSITION:

Eligibility for community member participation on the Bond Oversight Committee includes:

- Live within the Corbett School District
- Be a registered voter
- Not be an employee of the District (community member position)

The Bond Oversight Committee is composed of no fewer than 7 and no more than 14 members, confirmed by the Corbett School Board. Members shall primarily be professionals with experience in construction, finance, auditing, public budgeting, banking and general business. Two or three board members and the Business Manager shall serve as members. The make-up of the oversight committee shall include the following:

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- Architect(s)
- Superintendent
- Three to five community members (selected through an application process)
- Two or three board members (ex officio members)
- Business manager and director of maintenance (ex officio members)

The Committee members shall receive no compensation from the District for their services as members of the Committee. Bond Oversight Committee members may not have an active or pending contract with the District, nor enter into a contract with the district during their term on the Committee.

Scope of Work:

- Determining that school district bond revenues are expended only for the purposes for which the bond was approved, and that bond revenues are not used for any purpose prohibited by law;
- Communicating key information related to the bond to the Superintendent, School Board, public groups, parent organizations and additional stakeholders.

LEGAL LIMITATIONS

The Corbett School District School Bond Oversight Committee is established as a district committee and not empowered with certain legal decision-making. For example, BOC meetings are advisory and not directly related to legal policy decision-making by the Corbett School Board. The BOC will provide information and respond to questions and/or concerns.

The charge to the Committee does not include:

1. Approval of construction contracts or change orders;
2. Appropriation of construction funds or construction plans or schedules;
3. Handling of legal matters;
4. Selection of architects, engineers, construction managers, project managers, and other such professional service firms;
5. The approval of the design for any project;
6. The selection of independent audit firm(s), and such other consultants as are necessary to support the performance of the Bond Program;
7. Committee members duties shall not extend to any fiduciary responsibilities reserved by law to the Board; or
8. Activities, roles or responsibilities that have been designated by the Superintendent or his/her designee to staff or consultants, or any policy-making responsibilities.

COMMITTEE STRUCTURE AND TIMING

The Bond Oversight Committee shall meet through September, 2022, or upon

issuance of a final report by the Committee after all projects authorized by the Corbett District Bond Measure have been completed, whichever is earlier.

The Oversight Committee shall meet no fewer than four times per year. Meetings shall be held at a time and location to be determined by the Committee. Corbett School District staff will provide necessary technical and administrative assistance including meeting materials and notes.

DELIVERABLES

The Bond Oversight Committee shall prepare and deliver quarterly meeting notes as well as an annual progress report to the Board of Directors regarding project progress including an overall assessment of the projects, schedules, spending trends, and cost projections for specific projects to ensure the purpose and promise of the Corbett School District Capital Projects Bond is fully realized.

APPLICATION
Bond Oversight Committee
Corbett School District

Name: _____

Address: _____

Primary phone: _____

Secondary phone: _____

Email: _____

I have lived in the Corbett School District for _____ years.

Children attending Corbett Schools, if any (please include school and grade):

Occupation: _____

Special skills or knowledge relevant to the Bond Oversight Committee:

Please list and briefly describe other committee experiences:

The Bond Oversight Committee will meet at least four times a year, likely in the afternoons or evenings, for the duration of the program. Please address your ability to attend these meetings:

Please email this completed form by 4:00PM Thursday, December 10, to Dan Wold at:

dwold@corbett.k12.or.us

Division 22 Standards for Public Elementary and Secondary Schools

2019-20 Assurances Report

By November 1 of each year, school district superintendents are required by [OAR 581-022-2305: Operating Policies and Procedures](#) to report to their school board the district's standing with respect to all of the Standards for Public Elementary and Secondary Schools as set out in Oregon Administrative Rules Chapter 581, Division 22. For the 2019-20 school year, the State Board of Education adopted [OAR 581-022-0103: State Standards for the 2019-20 School Year](#). This rule established a streamlined set of Division 22 standards in effect for the 2019-20 school year, accommodating for the shift to emergency distance learning in response to the COVID-19 pandemic. For the 2019-20 school year, school districts are required to report on the Division 22 standards included in OAR 581-022-0103; any standard not included in this rule is waived for the 2019-2020 school year.

Below is a summary of Corbett's compliance with each of the standards included in [OAR 581-0103: State Standards for the 2019-20 School Year](#). For each standard reported as out of compliance, Corbett has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance by the beginning of the 2021-22 school year.

Summary of Compliance with Division 22 Requirements

Diploma Requirements

Compliance Status for 2019-20 school year: In compliance

Credit Options

Compliance Status for 2019-20 school year: In compliance

Distance Learning for All

Compliance Status for 2019-20 school year: In compliance

Special Education for Children with Disabilities

Compliance Status for 2019-20 school year: In compliance

Emergent Bilinguals

Compliance Status for 2019-20 school year: In compliance

Talented and Gifted

Compliance Status for 2019-20 school year: **In compliance**

Alternative Education Programs

Compliance Status for 2019-20 school year: **In compliance**

Equal Educational Opportunities

Compliance Status for 2019-20 school year: **In compliance**

School Counseling

Compliance Status for 2019-20 school year: **In compliance**

Student Safety

Compliance Status for 2019-20 school year: **In compliance**

Personnel

Compliance Status for 2019-20 school year: **In compliance**

Fingerprinting of Subject Individuals in Positions not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses

Compliance Status for 2019-20 school year: **In compliance**

Individual Student Assessment and Reporting

Compliance Status for 2019-20 school year: **In compliance**

Student Education Records

Compliance Status for 2019-20 school year: **In compliance**

Record and Reports

Compliance Status for 2019-20 school year: **In compliance**

Complaint Procedures

Compliance Status for 2019-20 school year: **In compliance**

Assurances

Compliance Status for 2019-20 school year: **In compliance**



OPERATIONAL BLUEPRINT FOR SCHOOL REENTRY 2020-21

Limited In-Person Instruction Updated 12/9/2020

Under ODE’s **Ready Schools, Safe Learners** guidance, each school¹ has been directed to submit a plan to the district² in order to provide on-site and/or hybrid instruction. Districts must submit each school’s plan to the local school board and make the plans available to the public. This form is to be used to document a district’s, school’s or program’s plan to ensure students can return for the 2020-21 school year, in some form, in accordance with Executive Order 20-25(10). Schools must use the [Ready Schools, Safe Learners guidance](#) document as they complete their Operational Blueprint for Reentry. ODE recommends plan development be inclusive of, but not limited to, school-based administrators, teachers and school staff, health and nursing staff, association leadership, nutrition services, transportation services, tribal consultation,³ parents and others for purposes of providing expertise, developing broad understanding of the health protocols and carrying out plan implementation.

1. Please fill out information:

Name of School, District or Program	Corbett School District 39
Key Contact Person for this Plan	Holly Dearixon
Phone Number of this Person	503-261-4238
Email Address of this Person	hdearixon@corbett.k12.or.us
Sectors and position titles of those who informed the plan	Dan Wold-District Superintendent, Michelle Dawkins-Grade School Principal, Kathy Childress-8/9 Academy & Secondary Principal, Rhiannon Young-Middle School Assistant Principal/MS Teacher, Lori Luna-CAPS Principal, Jeanne Swift-Student Services Director, Julie Nakamura-School Health Nurse, Steve Salisbury-Maintenance Supervisor, Todd Williams-Transportation Supervisor, Jamie Smith-MESD School Health Services Coordinator, Seth Tucker-Food Services Supervisor, Carrie Evans-Transportation Coordinator, Holly Dearixon-Curriculum & Assessment Coordinator, Cassie Duprey-Secondary Assistant Principal, Jenny Radulesk-8/9 Academy Teacher/Assistant Principal
Local public health office(s) or officer(s)	Multnomah County Health Department
Name of person Designated to Establish, Implement and Enforce Physical Distancing Requirements	Kathy Childress - Secondary principal Lori Luna - CAPS principal DeeDee Hanes - Grade school principal Rhiannon Young - Middle school assistant principal
Intended Effective Dates for this Plan	1/25/2020
ESD Region	Multnomah ESD

¹ For the purposes of this guidance: “school” refers to all public schools, including public charter schools, public virtual charter schools, alternative education programs, private schools and the Oregon School for the Deaf. For ease of readability, “school” will be used inclusively to reference all of these settings.

² For the purposes of this guidance: “district” refers to a school district, education service district, public charter school sponsoring district, virtual public charter school sponsoring district, state sponsored public charter school, alternative education programs, private schools, and the Oregon School for the Deaf.

³ Tribal Consultation is a separate process from stakeholder engagement; consultation recognizes and affirms tribal rights of self-government and tribal sovereignty, and mandates state government to work with American Indian nations on a [government-to-government](#) basis.

2. Please list efforts you have made to engage your community (public health information sharing, taking feedback on planning, etc.) in preparing for school in 2020-21. Include information on engagement with communities often underserved and marginalized and those communities disproportionately impacted by COVID-19.

Corbett School District conducted three school community outreach surveys summer 2020 as we planned for instruction in the Fall. A draft reopening Blueprint for the Hybrid Learning Model was presented and discussed at the school board meeting in July and posted on the website along with a one-page summary of the main points. Multiple communications were sent from the superintendent and building principals describing the planning process and decisions being made.

Due to the Oregon Department of Education reopening metrics we pivoted to a Comprehensive Distance Learning (CDL) model for the first trimester of the school year. This information was communicated to families via district email as soon as the decision was made. Follow up communication was sent weekly until school began on September 8th. The Corbett website has information posted on its front page so parents may access current reopening information in English and other languages as well.

The building principals began hosting parent meetings in early August to review plans for the fall, answer questions and take feedback. They have held Principal Chats throughout the first months of school to keep families updated and respond to feedback. Before beginning CDL classroom teachers conducted an individual conference with each of the families in their class.

Over the summer the administration team met with representatives of the classified and certified unions in order to facilitate communication and cooperation. The Director of Student Services reached out to families of students with disabilities to ensure the plan would meet their individualized needs. The English Language Development Specialist/Homeless Liaison/Migrant Ed Liaison/Foster Care POC reached out to the parents/guardians of students he serves to provide information and answer questions. We reached out to the Confederated Tribes of Grande Ronde, Confederated Tribes of Siletz Indians and the Native American Youth and Family Center to see if these organizations would be interested in consulting on the reopening plan and partnering with us to serve our students going forward. Throughout this process we collaborated with Curriculum & Instruction and Health Services staff from the Multnomah Educational Service District (MESD) and the local public health authority (LPHA). As we transition to Hybrid Learning we will reach out again to these stakeholders to request their feedback and suggestions related to the return to on-site instruction.

Since the beginning of the school year we have increased our efforts to engage families from traditionally underserved populations through the administration of the YouthTruth Survey, and the ongoing work of the Equity and Culturally Responsive Practices Initiative that is part of our Consolidated District Improvement Plan.

At least two weeks before we begin Limited In-Person Instruction (LIPI) we will reach out to families with regards to the screening process and reasons behind offering this service. Clear health and safety protocols will be outlined. Families will have the right to refuse LIPI.

3. Indicate which instructional model will be used.

Select One:

On-Site Learning

LIPI

Comprehensive Distance

4. If you selected Comprehensive Distance Learning, you only have to fill out the green portion of the Operational Blueprint for Reentry (i.e., page 2 in the initial template).
5. If you selected On-Site Learning or Hybrid Learning, you have to fill out the blue portion of the Operational Blueprint for Reentry (i.e., pages 3-19 in the initial template) and [submit online](#).

(<https://app.smartsheet.com/b/form/a4dedb5185d94966b1dffc75e4874c8a>) by August 17, 2020 or prior to the beginning of the 2020-21 school year.

* **Note:** Private schools are required to comply with only sections 1-3 of the *Ready Schools, Safe Learners* guidance.

REQUIREMENTS FOR COMPREHENSIVE DISTANCE LEARNING OPERATIONAL BLUEPRINT

This section must be completed by any school that is seeking to provide instruction through Comprehensive Distance Learning. For Private Schools, completing this section is optional (not required). Schools providing On-Site or Hybrid Instructional Models do not need to complete this section.

Describe why you are selecting Comprehensive Distance Learning as the school's Instructional Model for the effective dates of this plan.

LIPI will be offered to small cohorts of students based on identified needs and following the LIPI guidance. LIPI will be considered a supplemental service. Students participating in LIPI will be expected to continue with Comprehensive Distance Learning(CDL) following the Blueprint submitted to ODE August 2020.

In completing this portion of the Blueprint you are attesting that you have reviewed the Comprehensive Distance Learning Guidance. [Here is a link to the overview of CDL Requirements.](#) Please name any requirements you need ODE to review for any possible flexibility or waiver.

LIPI will be offered to small cohorts of students based on identified needs and following the LIPI guidance. LIPI will be considered a supplemental service. Students participating in LIPI will be expected to continue with Comprehensive Distance Learning(CDL) following the Blueprint submitted to ODE August 2020.

Describe the school's plan, including the anticipated timeline, for returning to Hybrid Learning or On-Site Learning consistent with the *Ready Schools, Safe Learners* guidance.

LIPI will be offered to small cohorts of students based on identified needs and following the LIPI guidance. LIPI will be considered a supplemental service. Students participating in LIPI will be expected to continue with Comprehensive Distance Learning(CDL) following the Blueprint submitted to ODE August 2020.

The remainder of this operational blueprint is not applicable to schools operating a Comprehensive Distance Learning Model.

ESSENTIAL REQUIREMENTS FOR HYBRID / ON-SITE OPERATIONAL BLUEPRINT

This section must be completed by any school that is providing instruction through On-Site or Hybrid Instructional Models. Schools providing Comprehensive Distance Learning Instructional Models do not need to complete this section unless the school is implementing the Limited In-Person Instruction provision under the Comprehensive Distance Learning guidance.



0. Community Health Metrics

METRICS FOR ON-SITE OR HYBRID INSTRUCTION

- The school currently meets the required metrics to successfully reopen for in-person instruction in an On-Site or Hybrid model. *If this box cannot yet be checked, the school must return to Comprehensive Distance Learning but may be able to provide some in-person instruction through the exceptions noted below.*

EXCEPTIONS FOR SPECIFIC IN-PERSON INSTRUCTION WHERE REQUIRED CONDITIONS ARE MET

- The school currently meets the exceptions required to provide in-person person education for students in grades K-3 (see section 0d(1) of the **Ready Schools, Safe Learners** guidance).
- The school currently meets the exceptions required to provide limited in-person instruction for specific groups of students (see section 0d(2) of the **Ready Schools, Safe Learners** guidance).
- The school currently meets the exceptions required for remote or rural schools in larger population counties to provide in-person instruction (see section 0d(3) of the **Ready Schools, Safe Learners** guidance).
- The school currently meets the exceptions required for smaller population counties to provide in-person instruction (see section 0d(4) of the **Ready Schools, Safe Learners** guidance).
- The school currently meets the exceptions required for schools in low population density counties (see section 0d(5) of the **Ready Schools, Safe Learners** guidance).
- The school currently meets the exceptions required for small districts to provide in-person instruction (see section 0d(6) of the **Ready Schools, Safe Learners** guidance).



1. Public Health Protocols

1a. COMMUNICABLE DISEASE MANAGEMENT PLAN FOR COVID-19

OHA/ODE Requirements	LIPI/On-Site Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Implement measures to limit the spread of COVID-19 within the school setting. <input checked="" type="checkbox"/> Update written Communicable Disease Management Plan to specifically address the prevention of the spread of COVID-19. <input checked="" type="checkbox"/> Designate a person at each school to establish, implement and enforce physical distancing requirements, consistent with this guidance and other guidance from OHA. <input checked="" type="checkbox"/> Include names of the LPHA staff, school nurses, and other medical experts who provided support and resources to the district/school policies and plans. Review relevant local, state, and national evidence to inform plan. <input checked="" type="checkbox"/> Process and procedures established to train all staff in sections 1 - 3 of the Ready Schools, Safe Learners guidance. Consider conducting the training virtually, or, if in-person, ensure physical distancing is maintained to the maximum extent possible. <input checked="" type="checkbox"/> Protocol to notify the local public health authority (LPHA Directory by County) of any confirmed COVID-19 cases among students or staff. <input checked="" type="checkbox"/> Plans for systematic disinfection of classrooms, offices, bathrooms and activity areas. <input checked="" type="checkbox"/> Process to report to the LPHA any cluster of any illness among staff or students. <input checked="" type="checkbox"/> Protocol to cooperate with the LPHA recommendations. <input checked="" type="checkbox"/> Provide all logs and information to the LPHA in a timely manner. <input checked="" type="checkbox"/> Protocol for screening students and staff for symptoms (see section 1f of the Ready Schools, Safe Learners guidance). <input checked="" type="checkbox"/> Protocol to isolate any ill or exposed persons from physical contact with others. 	<p>Measures to limit the spread of COVID-19 are outlined in this section and throughout the blueprint.</p> <p>The district will follow the MESD's updated communicable disease management plan.</p> <p>The principal of each building will be designated to implement and enforce the physical distancing requirements outlined in this document.</p> <p>Health Support Staff</p> <ul style="list-style-type: none"> • Jeanne Swift - Director of Student Services • Julie Nakamura - School Nurse • Debbie Baker - School Health Assistant • Jamie Smith - MESD School Health Services Coordinator <p>All staff participating in LIPI will be trained in health protocols virtually before LIPI begins and a refresher training will be held at least once throughout the school year. District COVID-19 Protocols Training</p> <p>If there is a confirmed or suspected case of COVID-19 the LIPI instructor will communicate with their supervisor. The supervisor will communicate with the superintendent and school nurse. The school nurse/MESD school health services coordinator will be responsible to notify the Local Public Health Authority (LPHA) about any confirmed COVID-19 cases among staff or students.</p> <p>The classrooms, offices, bathrooms and activity areas will be cleaned and disinfected based on CDC guidelines.</p>

OHA/ODE Requirements	LIPI/On-Site Plan
<p><input checked="" type="checkbox"/> Protocol for communicating potential COVID-19 cases to the school community and other stakeholders (see section 1e of the Ready Schools, Safe Learners guidance).</p> <p><input checked="" type="checkbox"/> Create a system for maintaining daily logs for each student/cohort for the purposes of contact tracing. This system needs to be made in consultation with a school/district nurse or an LPHA official. Sample logs are available as a part of the Oregon School Nurses Association COVID-19 Toolkit.</p> <ul style="list-style-type: none"> If a student(s) is part of a stable cohort (a group of students that are consistently in contact with each other or in multiple cohort groups) that conform to the requirements of cohorting (see section 1d of the Ready Schools, Safe Learners guidance), the daily log may be maintained for the cohort. If a student(s) is not part of a stable cohort, then an individual student log must be maintained. <p><input checked="" type="checkbox"/> Required components of individual daily student/cohort logs include:</p> <ul style="list-style-type: none"> Child’s name Drop off/pick up time Parent/guardian name and emergency contact information All staff (including itinerant staff, district staff, substitutes, and guest teachers) names and phone numbers who interact with a stable cohort or individual student <p><input checked="" type="checkbox"/> Protocol to record/keep daily logs to be used for contact tracing for a minimum of four weeks to assist the LPHA as needed.</p> <p><input checked="" type="checkbox"/> Process to ensure that all itinerant and all district staff (maintenance, administrative, delivery, nutrition, and any other staff) who move between buildings keep a log or calendar with a running four-week history of their time in each school building and who they were in contact with at each site.</p> <p><input checked="" type="checkbox"/> Process to ensure that the school reports to and consults with the LPHA regarding cleaning and possible classroom or program closure if anyone who has entered school is diagnosed with COVID-19.</p> <p><input checked="" type="checkbox"/> Protocol to respond to potential outbreaks (see section 3 of the Ready Schools, Safe Learners guidance).</p> <p>Designate a staff member and process to ensure that the school provides updated information regarding current instructional models and student counts and reports these data in ODE’s COVID-19 Weekly School Status system.</p>	<p>The school nurse/MESD school health services coordinator will notify the LPHA if there is a cluster of illness among staff or students.</p> <p>The district will cooperate with the LPHA by providing all logs and requested information in a timely manner and will follow the LPHA’s recommendations as fully as possible. The school nurse/MESD school health services coordinator will be designated as the liaison with the LPHA.</p> <p>All sites will follow the staff and student screening protocols outlined in Section 1f of this document.</p> <p>Potentially infected persons will be isolated following the protocols outlined in Section 1i of this document.</p> <p>Communication regarding potential COVID-19 cases will follow the protocols outlined in Section 1e of this document.</p> <p>Contact Tracing</p> <ul style="list-style-type: none"> Paper contact tracing logs will be kept for each LIPI student/cohort. Logs will follow guidance outlined in Section 1a LIPI instructors and office staff will be trained in the use of the contact tracing logs A paper record (including names and phone numbers) will be kept of any staff member including (itinerant staff, district staff, essential visitor or substitute teacher) who interacts with a LIPI cohort or an individual student. Bus drivers will complete a paper route sheet each day for each route including the required contact tracing components. Bus drivers will turn the route sheets into the transportation coordinator after each route. The transportation coordinator will ensure daily bus rider information is properly stored for a minimum of four weeks. The student contact tracing information will be stored in the school health room for a minimum of four weeks. All staff including (maintenance, administrative, delivery, nutrition, etc.) who move between buildings will keep a log with a running four-week history of their time in each school building and who they were in contact with at each site. <p>In the event that a case of COVID-19 is diagnosed the school nurse/MESD school health services coordinator will report to and coordinate with the LPHA regarding the need for classroom or building closure. The maintenance supervisor will coordinate with the school nurse/MESD school health services coordinator to ensure all cleaning protocols are followed.</p> <p>The superintendent will be the person designated to provide weekly updates to ODE regarding the district’s instructional model</p> <p>Protocol for responding to potential outbreaks as outline in Section 3 of this document will be followed.</p>

1b. HIGH-RISK POPULATIONS

OHA/ODE Requirements	LIPI/Onsite Plan
<p><input checked="" type="checkbox"/> Serve students in high-risk population(s) whether learning is happening through On-Site, Hybrid (partially On-Site and partially Comprehensive Distance Learning models), or Comprehensive Distance Learning models.</p>	<p>All staff and students will be given the opportunity to self-identify as high risk, vulnerable or living with a vulnerable family member. Families have the right to refuse to participate in LIPI.</p>

OHA/ODE Requirements**Medically Fragile, Complex and Nursing-Dependent Student Requirements**

- ☒ All districts must account for students who have health conditions that require additional nursing services. Oregon law ([ORS 336.201](#)) defines three levels of severity related to required nursing services:
 1. Medically Complex: Are students who may have an unstable health condition and who may require daily professional nursing services.
 2. Medically Fragile: Are students who may have a life-threatening health condition and who may require immediate professional nursing services.
 3. Nursing-Dependent: Are students who have an unstable or life-threatening health condition and who require daily, direct, and continuous professional nursing services.
- ☒ Staff and school administrators, in partnership with school nurses, or other school health providers, should work with interdisciplinary teams to address individual student needs. The school registered nurse (RN) is responsible for nursing care provided to individual students as outlined in ODE guidance and state law:
 - Communicate with parents and health care providers to determine return to school status and current needs of the student.
 - Coordinate and update other health services the student may be receiving in addition to nursing services. This may include speech language pathology, occupational therapy, physical therapy, as well as behavioral and mental health services.
 - Modify Health Management Plans, Care Plans, IEPs, or 504 or other student-level medical plans, as indicated, to address current health care considerations.
 - The RN practicing in the school setting should be supported to remain up to date on current guidelines and access professional support such as evidence-based resources from the Oregon School Nurses Association.
 - Service provision should consider health and safety as well as legal standards.
 - Appropriate medical-grade personal protective equipment (PPE) should be made available to [nurses and other health providers](#).
 - Work with an interdisciplinary team to meet requirements of ADA and FAPE.
 - High-risk individuals may meet criteria for exclusion during a local health crisis.
 - Refer to updated state and national guidance and resources such as:
 - U.S. Department of Education Supplemental Fact Sheet: Addressing the Risk of COVID-19 in Preschool, Elementary and Secondary Schools While Serving Children with Disabilities from March 21, 2020.
 - ODE guidance updates for Special Education. Example from March 11, 2020.
 - OAR 581-015-2000 Special Education, requires districts to provide 'school health services and school nurse services' as part of the 'related services' in order 'to assist a child with a disability to benefit from special education.'
 - OAR 333-019-0010 Public Health: Investigation and Control of Diseases: General Powers and Responsibilities, outlines authority and responsibilities for school exclusion.

LIPI/Onsite Plan

- LIPI is considered a supplemental service. Students in high risk populations will continue to receive instruction through CDL.
- If a medically fragile, medically complex or nursing dependent student participates in LIPI the following protocols will be implemented:**
- These students will receive services as outlined in their service plan. Staff and school administrators, in partnership with school nurses, or other school health providers, will work with interdisciplinary teams to address individual student needs. The team will work to ensure that all ADA and FAPE requirements are met. The school registered nurse (RN) is responsible for nursing care provided to individual students as outlined in ODE guidance and state law:
- Communicate with parents and health care providers to determine return to school status and current needs of the student.
 - Coordinate and update other health services the student may be receiving in addition to nursing services. This may include speech language pathology, occupational therapy, physical therapy, as well as behavioral and mental health services.
 - Modify Health Management Plans, Care Plans, IEPs, or 504s or other student-level medical plans, as indicated, to address current health care considerations.
 - The school nurse will be supported to remain up to date on current guidelines and access professional support such as evidence-based resources from the Oregon School Nurses Association.
 - Service provision will consider health and safety as well as legal standards.
- Staff (All)**
- At least two weeks before the start of LIPI potential instructors will be surveyed as to their ability to come on-site to offer LIPI.
 - Staff who request to be redeployed will have the option of taking OFLMA/FMLA per union contract.
 - Redeployed classified staff members may continue with their CDL assignment.
 - Redeployed certified staff may continue with their full time CDL assignment.
 - Appropriate personal protective equipment (PPE) will be made available to all staff. Medical grade PPE will be made available to nurses, other medical providers and staff assigned duties that require extended close proximity to a student.
- Visitors/Volunteers**
- Visitors/Volunteers will be unable to work in schools, or complete other volunteer activities that require in person interaction. Adults in schools will be limited to essential personnel only.
 - Essential personnel are defined as persons who have an instructional or medical role.

1c. PHYSICAL DISTANCING

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Establish a minimum of 35 square feet per person when determining room capacity. Calculate only with usable classroom space, understanding that desks and room set-up will require use of all space in the calculation. This also applies for professional development and staff gatherings. ☒ Support physical distancing in all daily activities and instruction, maintaining six feet between individuals to the maximum extent possible. ☒ Minimize time standing in lines and take steps to ensure that six feet of distance between students is maintained, including marking spacing on floor, one-way traffic flow in constrained spaces, etc. ☒ Schedule modifications to limit the number of students in the building (e.g., rotating groups by days or location, staggered schedules to avoid hallway crowding and gathering). ☒ Plan for students who will need additional support in learning how to maintain physical distancing requirements. Provide instruction; don't employ punitive discipline. ☒ Staff should maintain physical distancing during all staff meetings and conferences, or consider remote web-based meetings. 	<p>LIPI Room Capacity:</p> <ul style="list-style-type: none"> • A minimum of 35 square feet per person will be used when determining room capacity. • Capacity will be based on usable classroom space. • This will also apply to rooms used for professional development and staff gatherings. <p>LIPI Classroom Modifications:</p> <ul style="list-style-type: none"> • Extra furniture will be removed. • Fabric covered furniture will be removed (Exception - Furniture required by IEPs, 504s, student medical needs). • Students will be assigned seats to maximize physical distancing and minimize physical interactions. • Maximum occupancy signs will be posted outside classrooms. <p>Physical Distancing: Six feet between individuals will be maintained in all LIPI activities and instruction to the maximum extent possible.</p> <ul style="list-style-type: none"> • Time spent standing in line will be minimized and steps will be taken to ensure that six feet of physical distance is maintained as much as possible. • The floors will be marked to ensure 6 feet distancing including spacing and one-way traffic flow in the hallways. • The total number of students per room will not exceed the capacity based on 35 square feet per person. • When possible, students will enter through outside doors. • Movement of students participating in LIPI throughout the school will be limited. • With few exceptions use of the restroom will be the only reason a student would leave the LIPI classroom. • Students will use outdoor walkways when possible. • Students who struggle maintaining social distance will receive instruction/coaching. Students will not be punished.

1d. COHORTING

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Where feasible, establish stable cohorts: groups should be no larger than can be accommodated by the space available to provide 35 square feet per person, including staff. <ul style="list-style-type: none"> • The smaller the cohort, the less risk of spreading disease. As cohort groups increase in size, the risk of spreading disease increases. ☒ Students cannot be part of any single cohort, or part of multiple cohorts that exceed a total of 100 people within the educational week. Schools should plan to limit cohort sizes to allow for efficient contact-tracing and minimal risk for exposure. Cohorts may change week-to-week, but must be stable within the educational week ☒ Each school must have a system for daily logs to ensure contact tracing among the cohort (see section 1a of the <i>Ready Schools, Safe Learners</i> guidance). ☒ Minimize interaction between students in different stable cohorts (e.g., access to restrooms, activities, common areas). Provide access to All Gender/Gender Neutral restrooms. ☒ Cleaning and disinfecting surfaces (e.g., desks, door handles, etc.) must be maintained between multiple student uses, even in the same cohort. ☒ Design cohorts such that all students (including those protected under ADA and IDEA) maintain access to general education, grade-level academic content standards, and peers. 	<p>Stable Cohorts: Stable LIPI cohorts will be established.</p> <ul style="list-style-type: none"> • The LIPI cohort size will start out as no more than 10 and may grow to no more than 20 as LIPI is implemented. Cohorts will never be larger than the number of people that can be accommodated by the space available to provide 35 square feet per person, including staff. • LIPI cohorts may change week-to-week but will be stable within the educational week. • Daily logs/Contact tracing protocols as outlined in Section 1a of this document will be followed. • Students will be part of no more than two cohorts per day/week. An instructional cohort and a transportation cohort. • Students will only interact with their LIPI cohort while on on-site • Students will stay in the LIPI classroom and not access common areas or the cafeteria. • The playground will be off limits during LIPI • Students on-site for LIPI will use an assigned restroom. The restroom will be cleaned before and after the LIPI sessions. • Staff participating in LIPI in will interact with no more than three cohorts in a given day and five in a week • Staff who interact with multiple LIPI cohorts throughout the day will wash/sanitize their hands between interactions with different cohorts.

OHA/ODE Requirements	LIPI/Onsite Plan
<input checked="" type="checkbox"/> Staff who interact with multiple stable cohorts must wash/sanitize their hands between interactions with different stable cohorts.	

1e. PUBLIC HEALTH COMMUNICATION

OHA/ODE Requirements	LIPI/Onsite Plan
<input checked="" type="checkbox"/> Communicate to staff at the start of On-Site instruction and at periodic intervals explaining infection control measures that are being implemented to prevent spread of disease. <input checked="" type="checkbox"/> Develop protocols for communicating with students, families and staff who have come into close contact with a confirmed case. <ul style="list-style-type: none"> The definition of exposure is being within 6 feet of a COVID-19 case for 15 cumulative minutes (or longer). <input checked="" type="checkbox"/> Develop protocols for communicating immediately with staff, families, and the community when a new case(s) of COVID-19 is diagnosed in students or staff members, including a description of how the school or district is responding. <input checked="" type="checkbox"/> Provide all information in languages and formats accessible to the school community.	<p>Communication Guidelines:</p> <ul style="list-style-type: none"> All LIPI instructors, bus drivers and office personnel will be trained in health protocols virtually before LIPI begins and a refresher training will be held at least once throughout the school year. District COVID-19 Protocols Training The school nurse/MESD school health services coordinator will develop a communication to be sent to staff before beginning LIPI. It will outline the infection control measures being taken and each staff member's responsibility to follow the health and safety protocols outline in this document. Two weeks before the beginning of LIPI a letter outlining the model, the rationale and vision behind it and specific infection control measures will be shared with participating families in their requested language through print and electronically. All communication will be posted on the district website. Updated communication will be shared with families at least monthly or as necessary throughout the school year. Updated communication will be included each month in the district newsletter. <p>In the event of a confirmed case of COVID-19 among staff or students participating in LIPI the school nurse/MESD school health services coordinator will:</p> <ul style="list-style-type: none"> Immediately notify the LPHA. Immediately communicate with staff and families of students who came in close contact with a confirmed case of COVID-19. Close contact is being within 6 feet of a person who has COVID-19 for at least 15 cumulative minutes in a day. Immediately communicate with staff, families, and the community when a new case(s) of COVID-19 is diagnosed in students or staff members, including a description of how the school or district is responding. Communication will be provided in the families' requested language.

1f. ENTRY AND SCREENING

OHA/ODE Requirements	LIPI/Onsite Plan
<input checked="" type="checkbox"/> Direct students and staff to stay home if they, or anyone in their homes or community living spaces, have COVID-19 symptoms, or if anyone in their home or community living spaces has COVID-19. COVID-19 symptoms are as follows: <ul style="list-style-type: none"> Primary symptoms of concern: cough, fever (<i>temperature</i> greater than 100.4°F) or chills, shortness of breath, or difficulty breathing. Note that muscle pain, headache, sore throat, new loss of taste or smell, diarrhea, nausea, vomiting, nasal congestion, and runny nose are also symptoms often associated with COVID-19. More information about COVID-19 symptoms is available from CDC. In addition to COVID-19 symptoms, students should be excluded from school for signs of other infectious diseases, per existing school policy and protocols. See pages 9-12 of OHA/ODE Communicable Disease Guidance. Emergency signs that require immediate medical attention: <ul style="list-style-type: none"> Trouble breathing Persistent pain or pressure in the chest New confusion or inability to awaken 	<p>Entry and Screening: Before the beginning of LIPI, the school nurse will send communication to staff and families directing anyone who has or is living with someone who has COVID-19 symptoms to stay home. The letter will clearly outline the COVID-19 symptoms, and requirements for returning to LIPI.</p> <p>The following student entry screening protocols will be followed:</p> <ul style="list-style-type: none"> Parents will be asked to complete the health screening prior to bringing the student to campus. Each student will be assigned an entrance point (a specific door) to the school building. Students will use an outdoor entry point whenever possible. Students will go directly to their LIPI classroom. Staff will be present at each entry point to visually screen students for symptoms and take the student's temperature. When the screening indicates that a student may be symptomatic, the student will be directed/escorted to the school office. Protocols from the CDC will be followed as outlined in Section 1a of this document. Isolation protocols as outlined in Section 1i of this document will be followed.

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> • Bluish lips or face (lighter skin); greyish lips or face (darker skin) • Other severe symptoms <p><input checked="" type="checkbox"/> Screen all students and staff for symptoms on entry to bus/school every day. This can be done visually and/or with confirmation from a parent/caregiver/guardian. Staff members can self-screen and attest to their own health.</p> <ul style="list-style-type: none"> • Anyone displaying or reporting the primary symptoms of concern must be isolated (see section 1i of the Ready Schools, Safe Learners guidance) and sent home as soon as possible. See table "Planning for COVID-19 Scenarios in Schools." • Additional guidance for nurses and health staff. <p><input checked="" type="checkbox"/> Follow LPHA advice on restricting from school any student or staff known to have been exposed (e.g., by a household member) to COVID-19. See table "Planning for COVID-19 Scenarios in Schools."</p> <p><input checked="" type="checkbox"/> Staff or students with a chronic or baseline cough that has worsened or is not well-controlled with medication should be excluded from school. Do not exclude staff or students who have other symptoms that are chronic or baseline symptoms (e.g., asthma, allergies, etc.) from school.</p> <p><input checked="" type="checkbox"/> Hand hygiene on entry to school every day: wash with soap and water for 20 seconds or use an alcohol-based hand sanitizer with 60-95% alcohol.</p>	<ul style="list-style-type: none"> • Transportation specific screening protocols will be followed as outlined in Section 2i of this document. • Students will wash/sanitize their hands as they enter the classroom. <p>The following staff screening protocols will be followed:</p> <ul style="list-style-type: none"> • Staff members will self-screen and attest to their own health. • Staff are required to report when they or anyone living in their home may have been exposed to COVID-19. • Staff are required to report when they have symptoms related to COVID-19. • Staff members are not responsible for screening other staff members for symptoms. • Staff members will wash/sanitize their hands upon entering the school facility. <p>The following ongoing screening protocols will be followed:</p> <ul style="list-style-type: none"> • There are many possible scenarios related to COVID-19 exposure. When a possible case or question occurs the school nurse along with district staff will consult the Planning for COVID-19 Scenarios in Schools document to decide on the correct course of action. • Frequent reminders will be sent to parents to report actual symptoms when calling students in sick as part of communicable disease surveillance. • Staff or students who have a cough that is not a new onset or worsening cough (e.g., asthma, allergies, etc.) will not be excluded from school. • Parents/guardians can provide information regarding existing conditions that cause coughing to be utilized for the purpose of screening, as previously existing coughs that are not worsening are not considered symptomatic of COVID-19.

1g. VISITORS/VOLUNTEERS

OHA/ODE Requirements	LIPI/Onsite Plan
<p><input checked="" type="checkbox"/> Restrict non-essential visitors/volunteers.</p> <ul style="list-style-type: none"> • Examples of essential visitors include: DHS Child Protective Services, Law Enforcement, etc. • Examples of non-essential visitors/volunteers include: Parent Teacher Association (PTA), classroom volunteers, etc. <p><input checked="" type="checkbox"/> Screen all visitors/volunteers for symptoms upon every entry. Restrict from school property any visitor known to have been exposed to COVID-19. See table "Planning for COVID-19 Scenarios in Schools."</p> <p><input checked="" type="checkbox"/> Visitors/volunteers must wash or sanitize their hands upon entry and exit.</p> <p><input checked="" type="checkbox"/> Visitors/volunteers must maintain six-foot distancing, wear face coverings, and adhere to all other provisions of this guidance.</p>	<p>Visitors: Non-essential visitors and volunteers will be unable to work in schools or participate in activities that require on-site interaction. Adults in schools will be limited to staff and essential visitors.</p> <ul style="list-style-type: none"> • Examples of essential visitors include DHS Child Protective Services, Law Enforcement, etc. • Examples of non-essential visitors/volunteers include Parent Teacher Association (PTA) members, classroom volunteers, etc. • Special cases will be evaluated by the building principal to determine if the person's role requires his/her presence on-site or if an online option is available. As much as possible the default will be an online option. • Essential visitors will sign-in at the school office and a record of their interactions will be kept in order to facilitate contract tracing. • Essential visitors will be asked to self-screen for symptoms or COVID-19 exposure and have their temperature recorded during sign-in and will not be allowed to enter if symptomatic or have been exposed to someone with COVID-19. • Essential visitors must wash/sanitize their hands upon entry and exit. • Essential visitors must wear face coverings in accordance with LPHA and CDC guidelines and maintain six-foot of physical distancing. • Essential visitors will be asked to notify the school nurse if they develop symptoms of COVID-19 within 14 days of the visit.

1h. FACE COVERINGS, FACE SHIELDS, AND CLEAR PLASTIC BARRIERS

OHA/ODE Requirements	LIPI/Onsite Plan
<p><input checked="" type="checkbox"/> Face coverings or face shields for all staff, contractors, other service providers, or visitors or volunteers following CDC guidelines for Face Coverings. Individuals may remove their face coverings while working alone in private offices. Face shields are an acceptable alternative when a person has a medical condition that prevents them from wearing a mask or face covering, when people need to see mouth and tongue motions in order to communicate, or when an individual is speaking to an audience for a short period of time and clear communication is otherwise not possible</p> <p><input checked="" type="checkbox"/> Face coverings or face shields for all students in grades Kindergarten and up following CDC guidelines for Face Coverings. Face shields are an acceptable alternative when a person has a medical condition that prevents them from wearing a mask or face covering, when people need to see mouth and tongue motions in order to communicate, or when an individual is speaking to an audience for a short period of time and clear communication is otherwise not possible.</p> <p>Face coverings should be worn both indoors and outdoors, including during outdoor recess</p> <p><input checked="" type="checkbox"/> Group breaks or classroom masks breaks are not allowed. If a student removes a face covering, or demonstrates a need to remove the face covering for a short-period of time:</p> <ul style="list-style-type: none"> • Provide space away from peers while the face covering is removed. In the classroom setting, an example could be a designated chair where a student can sit and take a 15 minute “sensory break;” <ul style="list-style-type: none"> • Students should not be left alone or unsupervised; • Designated area or chair should be appropriately distanced from other students and of a material that is easily wiped down for disinfection after each use; • Provide additional instructional supports to effectively wear a face covering; • Provide students adequate support to re-engage in safely wearing a face covering; • Students cannot be discriminated against or disciplined for an inability to safely wear a face covering during the school day. <p><input checked="" type="checkbox"/> Face masks for school RNs or other medical personnel when providing direct contact care and monitoring of staff/students displaying symptoms. School nurses should also wear appropriate Personal Protective Equipment (PPE) for their role.</p> <ul style="list-style-type: none"> • Additional guidance for nurses and health staff. <p>Protections under the ADA or IDEA</p> <p><input checked="" type="checkbox"/> If any student requires an accommodation to meet the requirement for face coverings, districts and schools should limit the student’s proximity to students and staff to the extent possible to minimize the possibility of exposure. Appropriate accommodations could include:</p> <ul style="list-style-type: none"> • Offering different types of face coverings and face shields that may meet the needs of the student. • Spaces away from peers while the face covering is removed; students should not be left alone or unsupervised. • Short periods of the educational day that do not include wearing the face covering, while following the other health strategies to reduce the spread of disease; • Additional instructional supports to effectively wear a face covering; 	<p>Adults:</p> <ul style="list-style-type: none"> • All adults will be required to wear face coverings (not synonymous with facemasks) while in the school buildings following CDC Guidelines for Face Coverings. • Face coverings will be provided for all staff and essential visitors. Individuals may remove their face coverings while working alone in private offices. • Face shields are an acceptable alternative when a person has a medical condition that prevents them from wearing a mask or face covering, when people need to see mouth and tongue motions in order to communicate, or when an individual is speaking to an audience for a short period of time and clear communication is otherwise not possible. • Face coverings will be worn even if the staff member is behind a plexiglass barrier <p>Students</p> <ul style="list-style-type: none"> • Face coverings will be required for all students following CDC Guidelines for Face Coverings. • Face shields are an acceptable alternative when a person has a medical condition that prevents them from wearing a mask or face covering, when people need to see mouth and tongue motions in order to communicate, or when an individual is speaking to an audience for a short period of time and clear communication is otherwise not possible. • Face coverings will be worn both indoors and outdoors. • Group or whole class masks breaks will not be allowed. • If a student removes a face covering or demonstrates the need to remove a face covering for a short period, a space will be provided away from peers while the face covering is removed. In the classroom setting, an example could be a designated chair where a student can sit and take a 15 minute “sensory break.” <ul style="list-style-type: none"> ○ Students will not be left alone or unsupervised. ○ Designated area or chair will be appropriately distanced from other students and of a material that is easily wiped down for disinfection after each use. • Additional instructional supports will be provided to help a student to effectively wear a face covering and re-engage with a face covering. The school counselor and school nurse will consult with the building principal and classroom teacher to decide on the supports the student may need. • Students will not be discriminated against or disciplined for an inability to safely wear a face covering during the school day. • If any student requires an accommodation to meet the requirement for face coverings a team will develop a plan to limit the student’s proximity to students and staff to the extent possible to minimize the possibility of exposure. • Appropriate accommodations could include: <ul style="list-style-type: none"> ○ Offering different types of face coverings and face shields that may meet the needs of the student. ○ Spaces away from peers while the face covering is removed; students will not be left alone or unsupervised. ○ Short periods of the educational day that do not include wearing a face covering, while following other health strategies to reduce the spread of disease. ○ Additional instructional support.

OHA/ODE Requirements

- ☒ For students with existing medical conditions and a physician's orders to not wear face coverings, or other health related concerns, schools/districts **must not** deny any in-person instruction.
- ☒ Schools and districts must comply with the established IEP/504 plan prior to the closure of in-person instruction in March of 2020.
 - If a student eligible for, or receiving services under a 504/IEP, **cannot** wear a face covering due to the nature of the disability, the school or district must:
 1. Review the 504/IEP to ensure access to instruction in a manner comparable to what was originally established in the student's plan including on-site instruction with accommodations or adjustments.
 2. Placement determinations cannot be made due solely to the inability to wear a face covering.
 3. Plans should include updates to accommodations and modifications to support students.
 - Students protected under ADA/IDEA, who abstain from wearing a face covering, or students whose families determine the student will not wear a face covering, the school or district must:
 1. Review the 504/IEP to ensure access to instruction in a manner comparable to what was originally established in the student's plan.
 2. The team must determine that the disability is not prohibiting the student from meeting the requirement.
 - If the team determines that the disability is prohibiting the student from meeting the requirement, follow the requirements for students eligible for, or receiving services under, a 504/IEP who cannot wear a face covering due to the nature of the disability,
 - If a student's 504/IEP plan included supports/goals/instruction for behavior or social emotional learning, the school team must evaluate the student's plan prior to providing instruction through Comprehensive Distance Learning.
 3. Hold a 504/IEP meeting to determine equitable access to educational opportunities which may include limited in-person instruction, on-site instruction with accommodations, or Comprehensive Distance Learning.
- ☒ For students not currently served under an IEP or 504, districts must consider whether or not student inability to consistently wear a face covering or face shield as required is due to a disability. Ongoing inability to meet this requirement may be evidence of the need for an evaluation to determine eligibility for support under IDEA or Section 504.
- ☒ If a staff member requires an accommodation for the face covering or face shield requirements, districts and schools should work to limit the staff member's proximity to students and staff to the extent possible to minimize the possibility of exposure.

LIPI/Onsite Plan

- Students with existing medical conditions and a physician's orders to not wear face coverings, or other health related concerns will not be denied in-person instruction.
- Schools and districts will comply with the established IEP/504 plan prior to the closure of in-person instruction in March of 2020 or current plan if effect for the student in appropriately developed after March 2020.
- If a student is eligible for, or receiving services under a 504/IEP, and **cannot** wear a face covering due to the nature of the disability, the school or district will:
- Review the 504/IEP to ensure access to instruction in a manner comparable to what was originally established in the student's plan including on-site instruction with accommodations or adjustments.
 - Placement determinations will not be made solely due to the inability to wear a face covering.
 - Plans will include updates to accommodations and modifications to support students.
- For students protected under ADA/IDEA, who abstain from wearing a face covering, or students whose families determine the student will not wear a face covering, the school or district will:
- Review the 504/IEP to ensure access to instruction in a manner comparable to what was originally established in the student's plan.
 - The team will determine that the disability is not prohibiting the student from meeting the requirements.
 - If the team determines that the disability is prohibiting the student from meeting the requirement, follow the requirements for students eligible for, or receiving services under, a 504/IEP who cannot wear a face covering due to the nature of the disability,
 - If a student's 504/IEP plan included supports/goals/instruction for behavior or social emotional learning, the school team must evaluate the student's plan prior to providing instruction through CDL.
 - Hold a 504/IEP meeting to determine equitable access to educational opportunities which may include limited in-person instruction, on-site instruction with accommodations, or CDL.
- For students not currently served under an IEP or 504, the district will consider whether or not student inability to consistently wear a face covering/shield is due to a disability. Ongoing inability to meet this requirement will be examined as possible indicator of the need for evaluation to determine eligibility for support under IDEA or section 504.
- Staff**
- If a staff member requires an accommodation for the face covering/shield requirements, districts and schools should work to limit the staff member's proximity to students and staff to the extent possible to minimize the possibility of exposure.
- School Health Personnel**
- The school nurse or other medical personnel will be provided with face masks and other Personal Protective Equipment (PPE) as outlined in the [Guidance for Nurses and Health Staff](#) for use when they are providing direct contact care and monitoring of staff/students displaying symptoms.

1i. ISOLATION AND QUARANTINE

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Protocols for exclusion and isolation for sick students and staff whether identified at the time of bus pick-up, arrival to school, or at any time during the school day. ☒ Protocols for screening students, as well as exclusion and isolation protocols for sick students and staff identified at the time of arrival or during the school day. <ul style="list-style-type: none"> • Work with school nurses, health care providers, or other staff with expertise to determine necessary modifications to areas where staff/students will be isolated. If two students present COVID-19 symptoms at the same time, they must be isolated at once. If separate rooms are not available, ensure that six feet distance is maintained. Do not assume they have the same illness. • Consider required physical arrangements to reduce risk of disease transmission. • Plan for the needs of generally well students who need medication or routine treatment, as well as students who may show signs of illness. • Additional guidance for nurses and health staff. ☒ Students and staff who report or develop symptoms must be isolated in a designated isolation area in the school, with adequate space and staff supervision and symptom monitoring by a school nurse, other school-based health care provider or school staff until they are able to go home. Anyone providing supervision and symptom monitoring must wear appropriate face covering or face shields. <ul style="list-style-type: none"> • School nurse and health staff in close contact with symptomatic individuals (less than 6 feet) should wear a medical-grade face mask. Other Personal Protective Equipment (PPE) may be needed depending on symptoms and care provided. Consult a nurse or health care professional regarding appropriate use of PPE. Any PPE used during care of a symptomatic individual should be properly removed and disposed of prior to exiting the care space. • After removing PPE, hands should be immediately cleaned with soap and water for at least 20 seconds. If soap and water are not available, hands can be cleaned with an alcohol-based hand sanitizer that contains 60-95% alcohol. • If able to do so safely, a symptomatic individual should wear a face covering. • To reduce fear, anxiety, or shame related to isolation, provide a clear explanation of procedures, including use of PPE and handwashing. ☒ Establish procedures for safely transporting anyone who is sick to their home or to a health care facility. ☒ Staff and students who are ill must stay home from school and must be sent home if they become ill at school, particularly if they have COVID-19 symptoms. Refer to table in "Planning for COVID-19 Scenarios in Schools." ☒ Involve school nurses, School Based Health Centers, or staff with related experience (Occupational or Physical Therapists) in development of protocols and assessment of symptoms (where staffing exists). ☒ Record and monitor the students and staff being isolated or sent home for the LPHA review. 	<p>Protocols for Isolation:</p> <ul style="list-style-type: none"> • A designated primary isolation area will be used for students and staff who are symptomatic. If possible, the student will wear a face covering. • Symptomatic students will remain at school until a designated adult can pick them up. • Staff will be assigned to supervise students who are symptomatic and will maintain at least six feet of distance and wear facial coverings. • Secondary isolation areas will be identified as needed. • Logs will be maintained for every student who enters the health room, regardless of whether they are treated or sent home. • School health staff who need to be in close contact with a symptomatic individual will wear appropriate PPE including a medical grade face mask. They will follow appropriate PPE removal and hand washing steps. • Students who are symptomatic when they arrive at school will be escorted to the designated isolation room and the school nurse will be notified. • When possible, students who are symptomatic before getting on the bus for arrival will not be allowed on the bus. If a parent/guardian or another designated adult is present, they will be asked to take the student home. If a parent/guardian is not at the bus stop the student will be isolated following the protocols outlined in Section 2i of this document. • Students and staff will be screened following protocols outlined in Section 1f of this document. Students who are symptomatic will be isolated following the procedures outline above. • Staff who are symptomatic will be isolated and will leave the school building as soon as possible. • Plans will be in place to serve generally well students who require medication or routine treatment. • The school nurse will follow the Additional guidance for nurses and health staff when providing care for students with complex needs. <p>If a symptomatic individual requires transportation school health personnel will consult with the building principal, transportation coordinator, parents and/or the superintendent to arrange to safely transport the individual home or to a health care facility. In the event of an emergency the school nurse will call 911 and work with emergency medical personnel to arrange transportation to a health care facility.</p> <p>Ill Staff and Students</p> <ul style="list-style-type: none"> • Staff and students who are ill must stay home from school and must be sent home if they become ill at school, particularly if they have COVID-19 symptoms. • The school nurse will communicate with the staff member or student's family regarding requirements for returning to on-site instruction. • A record of students and staff who were isolated or sent home will be available for the LPHA review. • The district will follow protocols developed by the LPHA and the CDC for allowing staff and students to return to school. <ul style="list-style-type: none"> ○ Symptomatic staff or students should seek COVID-19 testing from their regular physician or through the local public health authority. ○ If they have a positive COVID-19 viral (PCR) test result, the person should remain home for at least 10 days

OHA/ODE Requirements	LIPI/Onsite Plan
	<p>after illness onset and 72 hours after fever is gone, without use of fever reducing medicine, and other symptoms are improving.</p> <ul style="list-style-type: none"> ○ Alternatively, a person who had a positive viral test may return to school when they have received two subsequent negative COVID-19 viral tests at least 24 hours apart and 72 hours have passed since the fever is gone, without use of fever reducing medicine, and other symptoms are improving ○ If they have a negative COVID-19 viral test (and if they have multiple tests, all tests are negative), they should remain home until 72 hours after the fever is gone, without use of fever reducing medicine, and other symptoms are improving. ○ If they do not undergo COVID-19 testing, the person should remain home until 72 hours after the fever is gone, without use of fever reducing medicine, and other symptoms are improving.



2. Facilities and School Operations

Some activities and areas will have a higher risk for spread (e.g., band, choir, science labs, locker rooms). When engaging in these activities within the school setting, schools will need to consider additional physical distancing or conduct the activities outside (where feasible). Additionally, schools should consider sharing explicit risk statements for instructional and extra-curricular activities requiring additional considerations (see section 5f of the **Ready Schools, Safe Learners** guidance).

2a. ENROLLMENT

(Note: Section 2a does not apply to private schools.)

OHA/ODE Requirements	LIPI/Onsite Plan
	LIPI is considered a supplemental service and will not affect student enrollment.

2b. ATTENDANCE

(Note: Section 2b does not apply to private schools.)

OHA/ODE Requirements	LIPI/Onsite Plan
	LIPI is considered a supplemental service and will not affect student attendance records.

2c. TECHNOLOGY

OHA/ODE Requirements	LIPI/Onsite Plan
<input checked="" type="checkbox"/> Update procedures for district-owned or school-owned devices to match cleaning requirements (see section 2d of the Ready Schools, Safe Learners guidance).	<p>Technology: All students will be assigned a district-owned device for use in the school building.</p> <ul style="list-style-type: none"> • The devices will be cleaned prior to distribution and when they are returned. • The technology coordinator will maintain procedures for return, inventory, updating, and redistributing district-owned devices. Physical distancing requirements will be maintained during distribution of devices. • Students will not share devices during the school day. • Students will have the option to take the device home for at home use. • Additional devices will be accessible for supplemental on-site use for students with broken devices or devices left at home.
<input checked="" type="checkbox"/> Procedures for return, inventory, updating, and redistributing district-owned devices must meet physical distancing requirements.	

OHA/ODE Requirements	LIPI/Onsite Plan
	<ul style="list-style-type: none"> The supplemental devices will be cleaned/sanitized between each use. The district will provide financial support or internet hot spots for families who do not have access to internet service.

2d. SCHOOL SPECIFIC FUNCTIONS/FACILITY FEATURES

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Handwashing: All people on campus should be advised and encouraged to wash their hands frequently. <input checked="" type="checkbox"/> Equipment: Develop and use sanitizing protocols for all equipment used by more than one individual or purchase equipment for individual use. <input checked="" type="checkbox"/> Events: Cancel, modify, or postpone field trips, assemblies, athletic events, practices, special performances, school-wide parent meetings and other large gatherings to meet requirements for physical distancing. <input checked="" type="checkbox"/> Transitions/Hallways: Limit transitions to the extent possible. Create hallway procedures to promote physical distancing and minimize gatherings. <input checked="" type="checkbox"/> Personal Property: Establish policies for personal property being brought to school (e.g., refillable water bottles, school supplies, headphones/earbuds, cell phones, books, instruments, etc.). If personal items are brought to school, they must be labeled prior to entering school and use should be limited to the item owner. 	<p>Handwashing:</p> <ul style="list-style-type: none"> Age appropriate hand washing instruction will be provided at the beginning of the LIPI. This instruction will be repeated and revised periodically throughout the year. Students and staff will wash/sanitize their hands when first entering the school building, and before and after transitioning to a new activity or location throughout the day. Hand sanitizer will be provided when hand washing is not available. <p>Equipment:</p> <ul style="list-style-type: none"> As much as possible supplies and equipment will not be shared. All classroom supplies will be cleaned and sanitized before and after LIPI sessions following the CDC's sanitizing protocols. Athletic practices and events will be suspended until the Oregon Health Authority(OHA) and Oregon School Activities Association (OSAA) declares it is safe to restart. Reopening guidance from those organizations will be followed. <p>Transitions/Hallways:</p> <ul style="list-style-type: none"> Hallway traffic direction will be marked to show travel flow. Line up areas will be marked with visual cues to indicate adequate physical distance. LIPI cohorts will remain in the classroom during the session with the exception of restroom use. LIPI cohorts will be assigned by building area/level to allow access to a single bathroom and hand washing station throughout session. <p>Personal Property:</p> <ul style="list-style-type: none"> Each classroom will have a limit on the number of personal items brought into school. Prior to beginning LIPI, a full list of allowable personal items will be sent home (e.g., refillable water bottles, school supplies, headphones/earbuds, cell phones, books, etc.). If personal items are brought to school, they must be labeled prior to entering school and not shared with other students. Students will not use lockers to store personal property. All personal property brought to school will be kept by the student. <p>Restrooms:</p> <ul style="list-style-type: none"> Restrooms will be assigned based on LIPI cohorts. Visual reminders will be used in all restrooms to encourage hygienic practices including: Handwashing techniques covering coughs/sneezes, social distancing, facial coverings and COVID-19 symptoms.

2e. ARRIVAL AND DISMISSAL

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Physical distancing, stable cohorts, square footage, and cleaning requirements must be maintained during arrival and dismissal procedures. <input checked="" type="checkbox"/> Create schedule(s) and communicate staggered arrival and/or dismissal times. 	<p>Arrival and Entry:</p> <ul style="list-style-type: none"> Clear communication will be sent to families regarding drop off and pick up protocols prior to the beginning of on-site instruction.

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Assign students or cohorts to an entrance; assign staff member(s) to conduct visual screenings (see section 1f of the <i>Ready Schools, Safe Learners</i> guidance). ☒ Ensure accurate sign-in/sign-out protocols to help facilitate contact tracing by the LPHA. Sign-in procedures are not a replacement for entrance and screening requirements. Students entering school after arrival times must be screened for the primary symptoms of concern. <ul style="list-style-type: none"> • Eliminate shared pen and paper sign-in/sign-out sheets. • Ensure hand sanitizer is available if signing children in or out on an electronic device. ☒ Ensure alcohol-based hand sanitizer (with 60-95% alcohol) dispensers are easily accessible near all entry doors and other high-traffic areas. Establish and clearly communicate procedures for keeping caregiver drop-off/pick-up as brief as possible. 	<ul style="list-style-type: none"> • LIPI students will be assigned an entrance point (i.e., a specific door) to the school building. • Staff will be present at each entry point to visually screen students for symptoms and track cohort data. • Students identified as potentially symptomatic will be directed to the office following the plan outlined in Section 1i of this document. • When entering the building students will be directed to wash/sanitize their hands. • Parents/caregivers will not be allowed to enter the building unless there is a documented need for them to accompany the student into the school (IEP, 504, medical need). <p>Sign-In /Sign-Out Procedures:</p> <ul style="list-style-type: none"> • LIPI students entering or leaving the building at times other than arrival or dismissal will use the main building entrance. • Students will be asked to wash/sanitize their hands before entering the classroom or before they leave the building. • Face coverings will be required for any person entering the buildings. • All sign-in/sign-out tracking will be handled by office staff to reduce sharing of pen/paper. • During dismissal students will exit their classroom through an outside door when possible and will go directly to their bus or to their designated pick up spot. Students will maintain 6 feet of physical distance during this process. Staff will be assigned to supervise and ensure that masks are worn, and distance is maintained. • Entry and screening protocols will be followed as outlined in Section 1f of this document. • Alcohol-based hand sanitizer (with 60-95% alcohol) dispensers will be easily accessible near all entry doors, school offices and other high-traffic areas. • Parents/caregivers will not be allowed to enter the building unless there is a documented need for them to accompany the student into the school (IEP, 504, medical need).

2f. CLASSROOMS/REPURPOSED LEARNING SPACES

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Seating: Rearrange student desks and other seat spaces so that staff and students' physical bodies are six feet apart to the maximum extent possible while also maintaining 35 square feet per person; assign seating so students are in the same seat at all times. ☒ Materials: Avoid sharing of community supplies when possible (e.g., scissors, pencils, etc.). Clean these items frequently. Provide hand sanitizer and tissues for use by students and staff. ☒ Handwashing: Remind students (with signage and regular verbal reminders from staff) of the utmost importance of hand hygiene and respiratory etiquette. Respiratory etiquette means covering coughs and sneezes with an elbow or a tissue. Tissues should be disposed of in a garbage can, then hands washed or sanitized immediately. <ul style="list-style-type: none"> • Wash hands with soap and water for 20 seconds or use an alcohol-based hand sanitizer with 60-95% alcohol. 	<p>Seating:</p> <ul style="list-style-type: none"> • Classroom desks and tables will be arranged with students being seated a minimum of six feet apart. • Students will use a single assigned seat at all times. <p>Materials:</p> <ul style="list-style-type: none"> • Each classroom will limit sharing of community supplies when possible (e.g., scissors, pencils, etc.). If sharing is required these items will be cleaned between each use. • Hand sanitizer and tissues will be available for use by students and staff. <p>Furniture:</p> <ul style="list-style-type: none"> • All upholstered furniture and soft seating will be removed from the school building unless required by IEPs, 504s, or a student's medical needs. <p>Classroom Procedures:</p> <ul style="list-style-type: none"> • All LIPI classes will assign a cubby or storage space for an individual student's belongings. Classes will not use shared hall/restroom passes. • Each class and hallway will have visual aids (e.g., painter's tape, stickers, etc.) to illustrate traffic flow, appropriate spacing and assigned seating areas.

OHA/ODE Requirements	LIPI/Onsite Plan
	<p>Handwashing:</p> <ul style="list-style-type: none"> All students will wash/sanitize their hands upon building entry, before and after transitioning to a new activity or location, and prior to snack and lunch. Additional hand washing/sanitizing opportunities will be provided throughout the school day as needed. Signage at each sink/hand washing station will remind students and staff of effective handwashing practices and respiratory etiquette. <ul style="list-style-type: none"> Proper handwashing: Wash hands with soap and water for 20 seconds or use an alcohol-based hand sanitizer with 60-95% alcohol. Respiratory etiquette: Cover coughs and sneezes with an elbow or a tissue. Tissues should be disposed of in a garbage can, then hands washed or sanitized immediately.

2g. PLAYGROUNDS, FIELDS, RECESS, BREAKS, AND RESTROOMS

OHA/ODE Requirements	LIPI/Onsite Plan
	LIPI will not involve the use of playgrounds or fields. Staff will not use the staffrooms for breaks or meals.

2. MEAL SERVICE/NUTRITION

OHA/ODE Requirements	LIPI/Onsite Plan
	On-site meal service will not be provided during LIPI. Meal services will continue to be provided as outlined in the CDL blueprint.

2i. TRANSPORTATION

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Include transportation departments (and associated contracted providers, if used) in planning for return to service. ☒ Buses are cleaned frequently. Conduct targeted cleanings between routes, with a focus on disinfecting frequently touched surfaces of the bus (see section 2j of the <i>Ready Schools, Safe Learners</i> guidance). <p>Staff must use hand sanitizer (containing between 60-95% alcohol) in between helping each child and when getting on and off the vehicle. Gloves are not recommended; hand sanitizer is strongly preferred. If hand sanitizer is not available, disposable gloves can be used and must be changed to a new pair before helping each child.</p> <ul style="list-style-type: none"> ☒ Develop protocol for loading/unloading that includes visual screening for students exhibiting symptoms and logs for contact-tracing. This should be done at the time of arrival and departure. <ul style="list-style-type: none"> If a student displays COVID-19 symptoms, provide a face shield or face covering (unless they are already wearing one) and keep six feet away from others. Continue transporting the student. <ul style="list-style-type: none"> The symptomatic student should be seated in the first row of the bus during transportation, and multiple windows should be opened to allow for fresh air circulation, if feasible. The symptomatic student should leave the bus first. After all students exit the bus, the seat and surrounding surfaces should be cleaned and disinfected. If arriving at school, notify staff to begin isolation measures. <ul style="list-style-type: none"> If transporting for dismissal and the student displays an onset of symptoms, notify the school. 	<p>Transportation:</p> <ul style="list-style-type: none"> The transportation supervisor and transportation coordinator were consulted and actively participated in planning for transportation for LIPI. Before LIPI begins parents/guardians will be informed of the safety protocols and changes in the transportation system. The buses will be cleaned and sanitized between cohort routes. The focus will be to disinfect frequently touched surfaces. Staff will use hand sanitizer in between helping each student and getting on and off the vehicle. Gloves are not recommended; hand sanitizer is strongly preferred. If hand sanitizer is not available, disposable gloves can be used and must be changed to a new pair before helping each child. Each bus driver will be trained in visual screening, physical distancing, maintaining a contact log, isolation and cleaning protocols. Each bus driver will be required to: <ul style="list-style-type: none"> Visually screen students for illness at the time of arrival and departure. Maintain logs for contact tracing. Wear face coverings or shields. If a student displays symptoms of COVID-19. <ul style="list-style-type: none"> A face covering will be provided if the student does not already have one. The student will be kept six feet away from others. The student will be seated in the first row that is designated for students (in order to maintain 6 feet of distance from the driver) with windows open if feasible. The student will exit the bus first. The seat and surrounding surfaces will be cleaned/sanitized.

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Consult with parents/guardians of students who may require additional support (e.g., students who experience a disability and require specialized transportation as a related service) to appropriately provide service. ☒ Drivers must wear masks or face coverings while driving, unless the mask or face covering interferes with the driver’s vision (e.g., fogging of eyeglasses). Drivers must wear face coverings when not actively driving and operating the bus, including while students are entering or exiting the vehicle. A face shield may be an acceptable alternative, as stated in Section 1h of the <i>Ready Schools, Safe Learners</i> guidance. ☒ Inform parents/guardians of practical changes to transportation service (i.e., physical distancing at bus stops and while loading/unloading, potential for increased route time due to additional precautions, sanitizing practices, and face coverings). ☒ Face coverings or face shields for all students in grades Kindergarten and up following CDC guidelines applying the guidance in section 1h of the <i>Ready Schools, Safe Learners</i> guidance to transportation settings. 	<ul style="list-style-type: none"> ○ If arriving at school the office staff will begin isolation measures. ○ If transporting for dismissal and a student develops symptom during the route the bus driver will notify the person picking up the student and the school. ● Bus routes will be adjusted to support cohorting students and physical distancing when possible. ● As much as possible, three feet of physical distance between passengers and six feet of distance between the driver and passengers will be maintained. ● Each bus will have a supply of face coverings to provide to students when needed. Students will be expected to wear a face covering following protocols outlined in Section 1h of this document. ● Drivers will wear masks or face coverings while driving, unless the mask or face covering interferes with the driver’s vision. ● Drivers must wear masks or face coverings when not actively driving and operating the bus. ● Students will have assigned seats. ● The transportation supervisor will meet with parents/guardians of students who may require additional support (e.g., students who experience a disability and require specialized transportation as a related service) to appropriately provide service. ● When feasible windows will be opened for ventilation

2j. CLEANING, DISINFECTION, AND VENTILATION

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Clean, sanitize, and disinfect frequently touched surfaces (e.g. door handles, sink handles, drinking fountains, transport vehicles) and shared objects (e.g., toys, games, art supplies) between uses multiple times per day. Maintain clean and disinfected (CDC guidance) environments, including classrooms, cafeteria settings and restrooms. ☒ Clean and disinfect playground equipment at least daily or between use as much as possible in accordance with CDC guidance. ☒ Apply disinfectants safely and correctly following labeling direction as specified by the manufacturer. Keep these products away from students. ☒ To reduce the risk of asthma, choose disinfectant products on the EPA List N with asthma-safer ingredients (e.g. hydrogen peroxide, citric acid, or lactic acid) and avoid products that mix these with asthma-causing ingredients like peroxyacetic acid, sodium hypochlorite (bleach), or quaternary ammonium compounds. ☒ Schools with HVAC systems should evaluate the system to minimize indoor air recirculation (thus maximizing fresh outdoor air) to the extent possible. Schools that do not have mechanical ventilation systems should, to the extent possible, increase natural ventilation by opening windows and doors before students arrive and after students leave, and while students are present Do not prop open doors that can pose a safety or security risk to students and staff (e.g., exterior doors and fire doors that must remain closed) ☒ Consider running ventilation systems continuously and changing the filters more frequently. Do <u>not</u> use fans if they pose a safety or health risk. Consider using window fans or box fans positioned in open windows to blow fresh outdoor air into the classroom via one window, and indoor air out of the classroom via another window. Fans should not be used in rooms with closed windows and doors, as this does not allow for fresh air to circulate. 	<p>Cleaning Routines:</p> <ul style="list-style-type: none"> ● All frequently touched surfaces (e.g., playground equipment, door handles, sink handles, drinking fountains, transport vehicles) and shared objects (e.g., toys, games, art supplies) will be cleaned between cohort use following CDC guidance. ● Door handles, desks, and tables will be cleaned frequently and between cohorts throughout the day. ● Facilities will be cleaned and disinfected at least daily to prevent transmission of the virus from surfaces. ● Disinfectants will be applied correctly following labeling directions as specified by the manufacturer. The products will be kept away from the students. ● To reduce the risk of asthma, choose disinfectant products on the EPA List N with asthma-safer ingredients (e.g. hydrogen peroxide, citric acid, or lactic acid) and avoid products that mix these with asthma-causing ingredients like peroxyacetic acid, sodium hypochlorite (bleach), or quaternary ammonium compounds. ● Ventilation systems will be checked and maintained monthly by maintenance staff. The maintenance supervisor will research and evaluate the HVAC system and run it in a way that healthy air circulation is maximized. ● The maintenance supervisor will consider the need for and most effective way to provide increased ventilation in areas where students with health care needs received medication or treatments. ● Doors that can pose a safety or security risk to students and staff will not be propped open(e.g., exterior doors and fire doors that must remain closed.)

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Consider the need for increased ventilation in areas where students with special health care needs receive medication or treatments. ☒ Facilities should be cleaned and disinfected at least daily to prevent transmission of the virus from surfaces (see CDC's guidance on disinfecting public spaces). ☒ Consider modification or enhancement of building ventilation where feasible (see CDC's guidance on ventilation and filtration and American Society of Heating, Refrigerating, and Air-Conditioning Engineers' guidance). 	

2k. HEALTH SERVICES

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ OAR 581-022-2220 Health Services, requires districts to “maintain a prevention-oriented health services program for all students” including space to isolate sick students and services for students with special health care needs. While OAR 581-022-2220 does not apply to private schools, private schools must provide a space to isolate sick students and provide services for students with special health care needs. ☒ Licensed, experienced health staff should be included on teams to determine district health service priorities. Collaborate with health professionals such as school nurses; SBHC staff; mental and behavioral health providers; dental providers; physical, occupational, speech, and respiratory therapists; and School Based Health Centers (SBHC). 	<p>Prevention Planning:</p> <ul style="list-style-type: none"> • The director of student services and school nurse will collaborate with the MESD, LPHA and district staff to maintain a prevention-oriented health services program for all students, including space to isolate sick students and services for students with special health care needs. • Licensed, experienced health staff will be included on teams to determine district health service priorities. • Services for students with existing health management issues will be maintained alongside COVID-19 specific planning (i.e. medication administration, diabetic care).

2l. BOARDING SCHOOLS AND RESIDENTIAL PROGRAMS ONLY

OHA/ODE Requirements	LIPI/Onsite Plan
	Not Applicable.

2m. SCHOOL EMERGENCY PROCEDURES AND DRILLS

OHA/ODE Requirements	LIPI/Onsite Plan
	<p>Emergency Procedures and Drills will not be a part of LIPI. Emergency instruction will continue to be part of the CDL program.</p>

2n. SUPPORTING STUDENTS WHO ARE DYSREGULATED, ESCALATED, AND/OR EXHIBITING SELF-REGULATORY CHALLENGES

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> ☒ Utilize the components of Collaborative Problem Solving or a similar framework to continually provide instruction and skill-building/training related to the student’s demonstrated lagging skills. ☒ Take proactive/preventative steps to reduce antecedent events and triggers within the school environment. ☒ Be proactive in planning for known behavioral escalations (e.g., self-harm, spitting, scratching, biting, eloping, failure to maintain physical distance). Adjust antecedents where possible to minimize student and staff dysregulation. Recognize that there could be new and different antecedents and setting events with the additional requirements and expectations for the 2020-21 school year. ☒ Establish a proactive plan for daily routines designed to build self-regulation skills; self-regulation skill-building sessions can be short (5-10 minutes), and should take place at times when the student is regulated and/or is not demonstrating challenging behaviors. 	<p>Supporting Students: In recognition of the fact that the return to on-site instruction may prove to be a challenge to some students the director of students services will coordinate with the district counselors and mental health professionals, the school nurse, administrators, and classroom teachers to plan for supporting students who are dysregulated, escalated, and/or exhibiting self-regulatory challenges.</p> <ul style="list-style-type: none"> • District staff will utilize the appropriate framework to continually provide instruction and skill-building/training related to the student’s demonstrated lagging skills. • Proactive/preventative steps will be taken to reduce antecedent events and triggers within the school environment. • Be proactive in planning for known behavioral escalations (e.g., self-harm, spitting, scratching, biting, eloping, failure to maintain physical distance).

OHA/ODE Requirements

- ☒ Ensure all staff are trained to support de-escalation, provide lagging skill instruction, and implement alternatives to restraint and seclusion.
 - ☒ Ensure that staff are trained in effective, evidence-based methods for developing and maintaining their own level of self-regulation and resilience to enable them to remain calm and able to support struggling students as well as colleagues.
 - ☒ Plan for the impact of behavior mitigation strategies on public health and safety requirements:
 - Student elopes from area
 - If staff need to intervene for student safety, staff should:
 - Use empathetic and calming verbal interactions (i.e. “This seems hard right now. Help me understand... How can I help?”) to attempt to re-regulate the student without physical intervention.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff.
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
 - *If unexpected interaction with other stable cohorts occurs, those contacts must be noted in the appropriate contact logs.
 - Student engages in behavior that requires them to be isolated from peers and results in a room clear.
 - If students leave the classroom:
 - Preplan for a clean and safe alternative space that maintains physical safety for the student and staff
 - Ensure physical distancing and separation occur, to the maximum extent possible.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff.
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
 - *If unexpected interaction with other stable cohorts occurs, those contacts must be noted in the appropriate contact logs.
 - Student engages in physically aggressive behaviors that preclude the possibility of maintaining physical distance and/or require physical de-escalation or intervention techniques other than restraint or seclusion. If staff need to intervene for student safety, staff should:
 - Maintain student dignity throughout and following the incident.
 - Use empathetic and calming verbal interactions (i.e. “This seems hard right now. Help me understand... How can I help?”) to attempt to re-regulate the student without physical intervention.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
- ☒ Ensure that spaces that are unexpectedly used to deescalate behaviors are appropriately cleaned and sanitized after use before the introduction of other stable cohorts to that space.

Protective Physical Intervention

- ☒ Reusable Personal Protective Equipment (PPE) must be cleaned/sanitized after every episode of physical intervention (see section 2j of the *Ready Schools, Safe Learners* guidance: Cleaning, Disinfection, and Ventilation).

LIPI/Onsite Plan

- Establish a proactive plan for daily routines designed to build self-regulation skills.
 - Ensure all staff are trained to support de-escalation, provide lagging skill instruction, and implement alternatives to restraint and seclusion.
 - Ensure that staff are trained in effective, evidence-based methods for developing and maintaining their own level of self-regulation and resilience.
 - Plan for the impact of behavior mitigation strategies on public health and safety requirements.
 - If a student elopes and staff need to intervene for student safety, staff should:
 - Use empathetic and calming verbal interactions (i.e. “This seems hard right now. Help me understand... How can I help?”) to attempt to re-regulate the student without physical intervention.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff.
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
 - If a student engages in behavior that requires them to be isolated from peers and results in a room clear, staff should:
 - Preplan for a clean and safe alternative space that maintains physical safety for the student and staff.
 - Ensure physical distancing and separation occur, to the maximum extent possible.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff.
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
 - If a student engages in physically aggressive behaviors that preclude the possibility of maintaining physical distance and/or requires physical de-escalation or intervention techniques other than restraint or seclusion staff should:
 - Maintain student dignity throughout and following the incident.
 - Use empathetic and calming verbal interactions (i.e. “This seems hard right now. Help me understand... How can I help?”) to attempt to re-regulate the student without physical intervention.
 - Use the least restrictive interventions possible to maintain physical safety for the student and staff.
 - Wash hands after a close interaction.
 - Note the interaction on the appropriate contact log.
 - Spaces that are unexpectedly used to deescalate behaviors will be appropriately cleaned and sanitized after use before the introduction of other stable cohorts to that space.
- Protective Physical Intervention:**
- Reusable Personal Protective Equipment (PPE) will be cleaned/sanitized after every episode of physical intervention as outlined in **Section 2j** in this document.



3. Response to Outbreak

3a. PREVENTION AND PLANNING

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Review the "Planning for COVID-19 Scenarios in Schools" toolkit. <input checked="" type="checkbox"/> Coordinate with Local Public Health Authority (LPHA) to establish communication channels related to current transmission level. 	<p>Prevention and Planning: The Planning for COVID-19 Scenarios in Schools toolkit will be reviewed and used as a reference should any COVID-19 questions or situations arise.</p> <ul style="list-style-type: none"> • The school nurse will coordinate with the LPHA and MESD to establish communication channels related to current transmission rates and will follow recommendations for communication and response to an outbreak. • No large in person district events will be planned for the year.

3b. RESPONSE

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Review and utilize the "Planning for COVID-19 Scenarios in Schools" toolkit. <input checked="" type="checkbox"/> Ensure continuous services and implement Comprehensive Distance Learning. <input checked="" type="checkbox"/> Continue to provide meals for students. 	<p>Response: In the event of an outbreak the <i>Planning for COVID-19 Scenarios in Schools</i> toolkit will be reviewed and utilized.</p> <ul style="list-style-type: none"> • If an outbreak causes LIPI to be suspended the district will continue to provide Comprehensive Distance Learning as outlined in the CDL Blueprint of August 2020 • Clear communication will be sent to families regarding the criteria that must be met in order for LIPI to resume.

3c. RECOVERY AND REENTRY

OHA/ODE Requirements	LIPI/Onsite Plan
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Review and utilize the "Planning for COVID-19 Scenarios in Schools" toolkit. <input checked="" type="checkbox"/> Clean, sanitize, and disinfect surfaces (e.g., playground equipment, door handles, sink handles, drinking fountains, transport vehicles) and follow CDC guidance for classrooms, cafeteria settings, restrooms, and playgrounds. <input checked="" type="checkbox"/> When bringing students back into On-Site or Hybrid instruction, consider smaller groups, cohorts, and rotating schedules to allow for a safe return to schools. 	<p>Recovery and Reentry: If the metrics indicate a possibility of returning to LIPI the leadership staff will review and utilize the <i>Planning for COVID-19 Scenarios in Schools</i> toolkit.</p> <ul style="list-style-type: none"> • All surfaces will be cleaned/sanitize according to CDC guidance prior to returning to LIPI. • When able to return to LIPI the district will follow the plan that is outlined in this document.



ASSURANCES

This section must be completed by any public school that is providing instruction through On-Site or Hybrid Instructional Models. Schools providing Comprehensive Distance Learning Instructional Models do not need to complete this section unless the school is implementing the Limited In-Person Instruction provision under the Comprehensive Distance Learning guidance.

This section does not apply to private schools.

- We affirm that, in addition to meeting the requirements as outlined above, our school plan has met the collective requirements from ODE/OHA guidance related to the 2020-21 school year, including but not limited to requirements from:
 - Sections 4, 5, 6, 7, and 8 of the [Ready Schools, Safe Learners](#) guidance,
 - The [Comprehensive Distance Learning](#) guidance,
 - The [Ensuring Equity and Access: Aligning Federal and State Requirements](#) guidance, and
 - [Planning for COVID-19 Scenarios in Schools](#)

- We affirm that we cannot meet all of the collective requirements from ODE/OHA guidance related to the 2020-21 school year from:
 - Sections 4, 5, 6, 7, and 8 of the [Ready Schools, Safe Learners](#) guidance,
 - The [Comprehensive Distance Learning](#) guidance,
 - The [Ensuring Equity and Access: Aligning Federal and State Requirements](#) guidance, and
 - [Planning for COVID-19 Scenarios in Schools](#)

We will continue to work towards meeting them and have noted and addressed which requirement(s) we are unable to meet in the table titled “Assurance Compliance and Timeline” below.

-  **4. Equity**
-  **5. Instruction**
-  **6. Family, Community, Engagement**
-  **7. Mental, Social, and Emotional Health**
-  **8. Staffing and Personnel**

Assurance Compliance and Timeline

If a district/school cannot meet the requirements from the sections above, provide a plan and timeline to meet the requirement.

List Requirement(s) Not Met	Provide a Plan and Timeline to Meet Requirements <i>Include how/why the school is currently unable to meet them</i>

Recommended Changes in the 2020-21 Calendar December 2020







For the 2020-21 school year the Oregon Department of Education(ODE) is allowing districts to count 90 hours of professional learning and 90 hours of parent/family communication, training or conferences towards the minimum number of required instructional hours for the year. (900 hours in grades K-8, 990 hours in grades 9-11, 966 hours in grade 12)

At this point of the year we have conducted 72 hours of professional learning activities and have conducted or scheduled 24 hours of parent/family conferences. In August, we believed that this would be enough. Due to the constantly changing COVID-19 situation and re-opening guidance we have determined we need to request more hours in both of these areas.

Recommended changes to the 2020-21 school calendar:

1. Designate two student contact days as professional learning days with the dates to be determined based on each school's schedule and reopening timeline. For example: Students in grades K-1 at the Grade School and K-2 CAPS will most likely begin on-site learning first and will need the professional learning days before teachers who teach students in the higher grades.
 - This will Increase the total professional learning hours from 72 to 88.
 - This will give the teachers time to prepare for the switch to on-site instruction at a time that matches each school's immediate need.
 - Staff will have the opportunity to participate in the required health and safety training that is up to date and based on the latest state and CDC guidelines.
 - Families will be notified of the specific dates at least a week in advance.
2. Substitute the Friday, February 19 student contact day for a parent/family conference day.
 - This will increase the family communication hours from 24 to 32.
 - The Comprehensive Distance Learning (CDL) guidance requires schools to conduct at least four online or offline family conferences/home visits during the 2020-21 school year.
 - Two conferences have been held. One before school began and one in October.
 - One more is scheduled in May.
 - The addition of this day will give the teachers the time they need to conduct the required conferences.
 - Conferences will include questions about how the school can best meet the needs of students and families going forward.
 - Getting this feedback in February will give the teachers and building principals the information they need to successfully serve students and families for the second half of the school year.

Corbett School District 2020-2021 see attachment for HS

	Holiday or Break
	Friday School
	Teacher Work Day
	First and Last Day
	Conferences
	New Hire Day

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 – back to school
 18 – MLK day
 22 – FRIDAY SCHOOL
 22 – Mid-term
 28 – HS conf. (.5)

21 – New Hire Day
 24-25 – Teacher Inservice (2)
 26-27 – Teacher Prep (2)
 27– Community Open House
 (0.5 Conference Day)-
 VIRTUAL???

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

5 – Inservice Day (1)
 15 – Presidents' Day
 19 – Conference Day

1-2 - Teacher
 Training/Program Planning for
 COVID-19)
 3 – Orientation Day (1/2 day
 some students)
 7 – LABOR DAY NO SCHOOL
 8- First Day of School all
 students
 11 – FRIDAY SCHOOL

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 – End of Trimester 2
 5 – Assessment Day (1)
 22 – 25 – Spring Break

2 – Inservice (1)
 8 – Mid-term
 14-15 – CAPS/GS/MS conf. (1)
 15 – HS conf. (.5)

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

15 – Mid Term
 22 – HS Conferences (0.5)

11 – Veterans Day Observed
 NO SCHOOL
 13 – FRIDAY SCHOOL
 19 – End of Trimester 1
 20 – Assessment (1)
 23-24 – In-service (2)
 25-27 – Thanksgiving Break

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14 – Friday School Day
 14 – CAPS 8th Grade promotion
 17 – HS Move-up Day
 26 – GS/CAPS Portfolio Night (0.5
 conf.)
 31 – Memorial Day

18 – Winter Break Begins

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4 – Friday School / Last day for
 Students
 7/8 – Teacher prep 1/Assess 1
144– Student Contact
6 – In-service
3 – Assessment
3 – Prep
3– Conferences
5 – Holidays
164 - Total

MEMORANDUM OF UNDERSTANDING
Between the
Corbett School District
And the
Corbett Association of Classified Employees
Regarding
Bus driver temporary re-assignment

The Corbett School District (hereafter “District”) and the Corbett Association of Classified Employees (hereafter the “Association”) acknowledge that due to COVID-19 and the increase of cases, the Corbett School District will begin the 2020-2021 school year using the Comprehensive Distance Learning (CDL) model. As such, the need for Transportation Services has been drastically reduced. To avoid the adverse impacts of layoff and benefit reductions/loss on Bus drivers, the parties agree to the following;

1. Bus drivers will have the option of accepting temporary assignment to other positions.
2. Bus drivers accepting temporary re-assignment shall receive the hourly pay rate for the position in which they assigned.
3. The District will prioritize assignment within the Transportation Department before temporarily assigning Bus drivers outside of the department.
4. When it is determined the District will return to in-person learning requiring transportation services, the parties agree to meet and discuss return to work protocols for the Transportation Department.

This agreement is non-precedent setting and will expire on June 30, 2021.

For the Association:

For the District:

Callie Uleners Date
Corbett ACE President

Dan Wold Date
Superintendent

Catherine Alexander Date
OEA UniServ Consultant

Michelle Vo Date
Board Chairperson

COLLECTIVE BARGAINING AGREEMENT

Between

**CORBETT SCHOOL DISTRICT #39
and
CORBETT ASSOCIATION OF
CLASSIFIED EMPLOYEES**

2020-2023

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ARTICLE 1

PREAMBLE

A. Names of the Parties

This Agreement is entered into between the Board of Directors on behalf of the Corbett School District, herein referred to as the "Board" or "District," and the Corbett Association of Classified Employees, herein referred to as the "Association," affiliated with the Oregon Association of Classified Employees/NEA. Bargaining unit employees will herein be referred to as "employees."

B. Intent

The intent of this Agreement is to set forth and record herein the Agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for personnel included in the bargaining unit.

C. Modification

This Agreement shall not be modified except by written mutual agreement between the Association and the District.

ARTICLE 2
RECOGNITION

A. Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all regular classified employees, except those specifically excluded.

B. Exclusions

Specifically excluded from this contract are all supervisory and confidential employees, part-time employees, temporary employees, substitute employees, and student workers.

1. For purposes of this Agreement, part-time employees are defined as those hired during the summer months and who work eight (8) hours per day or forty (40) hours per week for no more than twelve consecutive weeks.
2. Temporary employees are defined as those hired for a special assignment or project for not more than ninety (90) workdays.
3. Substitute employees are defined as those hired to temporarily replace bargaining unit employees who are on an approved paid or unpaid leave of absence.

C. Rehired-Retirees

All contractual rights and benefits under the Collective Bargaining Agreement will be afforded to re- employed unit members, except those rights and/or benefits expressly set forth below as exclusions.

1. Employees who retire from the Corbett School District and who are subsequently re-hired will be employed under the following conditions:
 - a) Rehired Retirees will be employed for up to one year. The parties may mutually agree to extend the timeline for individual employees
 - b) Placement on the salary schedule will comply with the negotiated salary schedule.
 - c) Employees will receive insurance coverage in accordance with Article 17

- d) Members will receive one day of paid sick leave per contract month (cumulative) at the beginning of service period.
- e) Employees will not be provided with paid holidays or personal leave days.
- f) Employees will not be eligible for the Sick Leave Donation Program.
- g) The employee will be fully responsible for completing all retirement arrangements with PERS including the date of retirement, retirement options etc.
- h) The District will not be responsible for monitoring work hours to ensure that the retired and then rehired employee does not exceed PERS or Social Security (FICA) limits. Furthermore, the District will not pay or incur any financial liability should the employee exceed PERs or FICA limits.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way part of it.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibility includes:
1. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.
 2. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of the employees for promotion to supervisory, management or administrative positions.
 3. The maintenance of discipline and control and use of the school system property and facilities.
 4. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 5. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 6. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, or discipline, or transfer employees.
 7. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons not in conflict with this Agreement.
 8. The creation, combination, modification or elimination of any position.
 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance.

10. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities.
 11. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign work loads not in conflict with this Agreement.
- C. Nothing in this Agreement shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

A. Facilities and Equipment

The Association shall be allowed to use District facilities for meetings and use such office equipment as required to provide duplicated materials to the employees. The use of such facilities and/or equipment shall not conflict with normal District use, as determined by the building administrator and/or superintendent. The Association will provide all materials and supplies incidental to such use. The Association will reimburse the District for costs incurred by such use.

B. Bulletin Boards

Space on existing bulletin boards may be utilized for posting Association notices. The Association president shall be responsible for maintaining the bulletin board in a neat and orderly condition.

C. Meetings

Whenever the District schedules negotiations, grievance proceedings or other meetings during working hours, any employee who is required to participate or is called as a witness by either party shall suffer no loss in pay.

D. Minutes

A copy of the agenda and minutes for any regularly scheduled board meeting shall be given to the Association at the same time such material is prepared and sent to the board members.

E. Mail Service

The Association has the right to use the District mail service (including email) for distribution of communications to members of its bargaining unit. The Association agrees to hold the District harmless from any liability for having permitted this use of the District mail service.

F. Association Leave

Up to ten (10) days of Association leave shall be granted with no salary deduction each year upon request from the Association president. The president shall allocate the ten (10) days as he/she deems appropriate. The superintendent may grant additional leave upon request.

G. Right To Information

1. The District agrees to provide the Association all information necessary for its functioning as the exclusive bargaining representative.
2. By November 1 of each year, the District shall provide to the OEA an electronic database of each employee 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.

ARTICLE 5

PERSONNEL FILES

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of references/placement files received prior to the date of employment by this District.
- B. At the request of the employee, the District shall furnish a copy of such records. The employee will reimburse the District for the actual cost of providing this service.
- C. The employee shall have the right to make a written statement relating to any evaluation, reprimand, or other document relating to District job performance placed in the personnel file. Such employee statement shall be attached to the document.
- D. All employee files, including personnel, working, and investigatory files, shall be considered confidential and open to inspection only by the member, representatives of the District who have a legitimate need for information in order to perform administrative functions, or representatives designated in writing by the member. Additionally, access to those records shall be permitted only in accordance with state and federal law.
- E. The employee has the right to request the Superintendent to remove any letters of warning or reprimand from the personnel file after three years, provided that no subsequent such entries have been made into that file. The decision of the Superintendent is final and binding.
- F. There shall be one official personnel file for each employee. The District may establish a separate file for each employee for payroll information. An employee's immediate supervisor may maintain a working file that is not part of the personnel file.

The contents of the working file shall be considered a confidential file and will be available to the employee or designee, his or her supervisor, or Superintendent, upon request of the designated party. The employee may include a response to any item in the working file. Upon request from the employee, the building Principal/designee will provide a copy of any materials in the working file. An employee may request deletion of any contents of the working file at the end of three (3) years after being placed in the working file and the principal will respond to the request with reasons for his/her decision. The working file shall be secure and accessible for employees to review and respond.

- G. The employee will be asked to sign all evaluations, written reprimands, notices of suspension, demotion, or dismissal before they are placed in the official personnel file. If the employee refuses to sign, the supervisor will so note that refusal on the document prior to its inclusion in the file. A copy of the document noting the refusal will be given to the employee.

ARTICLE 6
PERSONAL LIFE

The personal life of an employee will not be a concern of the District unless it adversely affects his/her fitness for or performance of his/her duties or his/her role as an employee in the District. In such instances, employees shall be advised of the reasons why the District believes his/her personal life is affecting his/her role as an employee and the possibility of disciplinary action if such conduct continues.

No such prior warning is required where the employee's personal life activities pose a threat to the health and safety of students or other District personnel.

ARTICLE 7
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee, groups of employees, or the Association that there has been a violation of any provision(s) of this Agreement.
2. The term "days" in this article means District workdays. If a grievance is filed on or after the last student day, the term "days" means calendar days.
3. The term "grievant" means the person or persons who has the grievance and is presenting the complaint.

B. General Procedures

1. Grievances 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 procedure. During the summer either party may extend the time limits of this procedure if either party deems it necessary and will do so by giving written notice to the other party and discuss the need for the extension with the other party.
2. Failure by the grievant 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 by the District to respond to a grievance within the stated timelines at any level shall be deemed a denial of the grievance and permits the grievant to appeal to the next step.
3. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee 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.
4. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
5. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.

6. The processing of all grievances shall be on forms provided by the District.
7. The grievant may be represented by any person of his/her choice at any stage of the grievance procedure.
8. Subject to requirements of the open meeting law, all meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives. All parties will process grievances after their regular workday or at other times which do not interfere with assigned duties.

C. Grievance Procedure

1. Step One - Informal and Formal

In the event an employee believes that he/she has a grievance, he/she shall discuss the matter with his/her immediate supervisor or the administrator responsible for the issue within ten (10) days of the occurrence of the event, or within ten (10) days of when he/she should have reasonably known that such an event occurred, with the objective of resolving the matter informally.

If not satisfied with the supervisor's informal response, the grievant(s) may file a written grievance with his/her supervisor within five (5) days of the informal discussion. The written grievance shall cite the contractual provisions alleged to have been violated and the requested remedy. The supervisor shall render his/her decision in writing within five (5) days of receiving the written grievance.

2. Step Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance at Step Two, the written grievance may be submitted to the Superintendent within five (5) days of receipt of the Step Two response. The Superintendent shall meet with the grievant within ten (10) days of receiving the written grievance. The Superintendent shall render his/her decision in writing within five (5) days of the meeting.

3. Step Three - Board

If the grievant is not satisfied with the disposition of the grievance at Step Three, the written grievance may be submitted to the Board through the Superintendent within seven (7) days of receipt of the Step Three response. The Superintendent shall also attach all related papers and forward them to the Board. The Board shall schedule a hearing on the

grievance within twenty (20) days of receiving the appeal from Step Three. The Board shall render its decision in writing within ten (10) days following the hearing.

4. Step Four - Arbitration

If the grievant is not satisfied with the decision rendered at Step Three, he/she shall, within five (5) days of the receipt of the Board's decision, make a request in writing to the president of the Association that the grievance be submitted to binding arbitration.

If the Association chooses to submit the matter of arbitration, it shall so notify the Superintendent within five (5) days from the date of receiving the request for arbitration and shall request that the Employment Relations Board submit to the Association and the Superintendent a list of five arbitrators.

Within ten (10) days from the receipt of the list from the Employment Relations Board, the Superintendent or his/her designee, and the president of the Association or his/her designee shall meet to select an arbitrator.

If the parties cannot mutually agree on an arbitrator from the list submitted, they shall alternately strike the name of an arbitrator from the list until one name remains. That person shall be the arbitrator.

In the conduct of the hearing, the parties shall be bound by the rules of the American Arbitration Association. The arbitrator shall also be bound by the rules of the American Arbitration Association in conducting the hearing and rendering his/her decision, provided that he/she shall not have the power or authority to amend, modify, alter, add to, or subtract from this Agreement. The arbitrator shall be without authority to substitute his/her judgment for that of the District's in any matter not specifically contracted away by a provision of this Agreement.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion on the issues submitted.

A lawful decision of the arbitrator within his/her authority shall be final and binding on the parties, and they shall share equally in the cost of the arbitrator's fee and expenses.

D. Non-Reprisal

Neither the Association nor the District shall take any reprisal(s) against any person or agency as a result of the exercise of his/her rights under this article.

E. Grievance Files

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file. A brief statement of the grievance and its resolution may be placed in the employee's personnel file.

F. Board Action

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, subject, however, to a final decision regarding the grievance.

ARTICLE 8

DISCIPLINE/DISMISSAL

A. Just Cause

No member in the bargaining unit shall be disciplined, reprimanded, reduced in rank or basic salary, or dismissed without just cause. All information forming the basis for disciplinary action will be made available to the member and the Local Association (CACE) at the member's request. Any violation of this provision may be used as a basis for grievance. Just cause rights for dismissal will begin for new employees after seven (7) months of employment with the District.

B. Dismissal because of unacceptable job performance will be initiated only after a review of the employee's job performance with his/her supervisor. The employee will be given written suggestions for improving performance and will be given a reasonable period of time, determined by the District, in which to improve. If the employee has not improved to the District's satisfaction, the District may take further action, as it deems appropriate.

C. An employee shall be: a) notified at least twenty-four (24) hours in advance, b) informed of the topic to be discussed, and c) entitled to representation prior to any investigatory meeting which the employee reasonably believes may lead to discipline. An employee shall be informed of the topic in advance and entitled to representation. An employee shall be entitled to have present a representative of the Association during any investigatory meeting which the employee reasonably believes may lead to discipline and during any meeting at which disciplinary action (written reprimand, suspension, demotion, or recommendation for dismissal) is to be taken. The request for representation shall not delay either the meeting more than 48 hours.

D. Prior to discipline such as reprimands, reduction in rank or basic salary or dismissal, the following procedure will be used:

1. The employee will be informed of the basis(es) for the disciplinary action or recommendation of dismissal.
2. The employee will be given the opportunity to discuss the matter with the Superintendent (in case of dismissal or paid or unpaid suspension) or supervisor/principal (in case of written reprimand) and refute the charge(s). The employee may be accompanied and represented by anyone of his/her choosing.

3. The Superintendent shall give the employee written notice of his/her decision together with the reason(s) for such action.
- E. In case of imminent hazard or threat to employees and/or students, an employee may be immediately placed on paid administrative leave pending the completion of the District's investigation. The employee will be notified of the reasons for administrative leave and of a date and time to meet with the Superintendent regarding the investigation. When meeting with Superintendent, the procedures in this article will be followed.

ARTICLE 9

EMPLOYEE WORKING CONDITIONS

A. Workweek

The workweek will be up to forty (40) hours within seven consecutive days commencing Sunday 12:01 a.m. and ending Saturday 11:59 p.m.

B. Workday

The workday for employees will be according to District needs as assigned by the Superintendent or his/her designee.

C. Lunch Period

Each classified employee shall receive an uninterrupted non-paid lunch period of at least one-half (1/2) hour. Such time will be scheduled by the employee's immediate supervisor.

D. Overtime

Overtime hours shall be paid at the rate of time and one-half (1.5) of the employee's regular hourly wage for working excess of forty (40) hours within the workweek as defined in paragraph A above. As an alternative, the District and affected employee(s) may mutually agree to time off in lieu of overtime pay at the rate of one and one-half (1.5) hours off for each hour of overtime worked. Overtime may only be worked with the prior approval of the employee's supervisor. All overtime worked must be recorded on the appropriate District form.

E. Safety

All employees shall report to the Superintendent any District facility, equipment or other condition that creates an unsafe work situation. The Superintendent will review the concern and determine whether the concern needs to be investigated. The Superintendent will report back to the employee when a determination has been made concerning the employee's report.

The District agrees to provide a copy of the Oregon Administrative Rules (OAR 581-053-0010) which govern riding in school busses and school activity vehicles to all staff and students at the beginning of each school year. In the event an employee experiences a violation of these rules, the employee may request a

meeting between the Transportation Supervisor and the involved parties to discuss expectations.

F. Vacancies

1. When a vacancy or new position is to be filled, the job opening shall be posted in all buildings where employees in the bargaining unit are normally working and the posting will be sent to the Association president. The notice of vacancy shall include the qualifications for the job and the application procedures. The posting shall be at least ten (10) days prior to the closing of the open position. Any employee may apply for a vacancy.
2. Whenever vacancies occur during the normal summer months, the following procedures shall be followed:
 - a. Employees with specific interests in possible vacancies will notify the administrative office of their interest in writing by May 31 and shall include a summer address.
 - b. The employees that have expressed an interest shall be notified at the time of the posting of the vacancy and when possible by telephone.
3. All employees requesting a transfer to a vacancy or new position shall be notified in writing in a timely manner whether their request for transfer was granted. The employee may speak to the supervisor making the selection about the reasons for the decision.

G. Assignments and Job Descriptions

1. Each new employee shall receive a notice of assignments to a position, including the class, step, hours, days per year worked, starting and ending dates, and benefits available. In case a new classification is created, the Association President will be provided, in writing, with a job description (if available) and a proposed wage rate. The President shall respond within 14 days if the Association is demanding to bargain the wage rate, in which case the expedited bargaining procedures of ORS 243.698 will apply. In case bargaining is demanded by the Association, the District may fill the position and pay at the proposed rate, but any later-negotiated higher pay rate may be paid retroactively to the date of the demand to bargain, if such is agreed to by the parties.
2. All newly appointed employees will be assigned to their specific positions, which positions will be within the class and step for which the employee has been appointed in accordance with the provisions in Appendix A Salary Schedule.

3. Every employee will receive a job description at the time of hire and thereafter whenever the job description is changed. The job description will outline the major duties and responsibilities of the position. The Association President will receive a copy of any new or changed job description within one week prior to implementation.
4. If the District makes significant changes in the duties and responsibilities assigned to a position, the wages for that position shall be subject to negotiation upon the request of the Association. Notice of significant changes in the duties of a position shall be given, in writing, to the Association President as soon as the Superintendent has reason to know duties need to be modified.

H. Reclassification

1. New positions:

In the event a new position is established, the District will establish a tentative placement on a salary range and shall notify the Association of this placement, together with a copy of the job description. If the Association wishes to bargain over this placement, the Association President will contact the Superintendent in writing within fourteen (14) calendar days. The District will then enter into good faith bargaining with the Association for purposes of determining a range placement, and any agreement reached shall be retroactive to the date the new position was first filled.

2. Modified positions:

In the event the District or the Association believes that the responsibility level of a position's duties and/or level of required skill and ability have been changed so significantly as to make inappropriate the range placement determined during the bargaining that led to the signing of this Agreement, the Association or District will notify each other of: (1) the changes that require re-bargaining the range placement, and (2) the proposed modified range placement.

If the responsibility level of the duties and/or level of required skill and ability of the position have changed so significantly as to constitute a new issue for bargaining under ORS 243.650 et seq., (the State's collective bargaining law), then the parties shall meet and bargain over the appropriate range placement. Any change in range will be retroactive to the date of the first Association notice of intent to bargain.

3. Bargaining regarding reclassification under 1 or 2 above will be conducted by the Association team and the District team. The teams shall have final authority to resolve the issue(s) before them, subject to ratification procedures either team may employ. Rules and operating procedures will be established by the teams prior to beginning bargaining. Any agreed-upon reclassification may be retroactive.
 4. The District retains the prerogative to develop and modify job descriptions.
 5. Issues concerning whether individual employees are appropriately classified and paid shall be submitted in writing to the Superintendent by either the supervisor or the Association.
 6. The Association will have fourteen (14) calendar days to reply to a new position notice and the District will reply to the Association presentation of a proposed change in classification within thirty (30) calendar days. If the first meeting regarding Association proposal for reclassification is scheduled after April 30, the District will have until September 15 to reply. Any agreed-upon reclassification may be retroactive. In all cases, either party may request a mutually agreed-upon extension.
- I. School Reform
- The District and the Association will form a mutual committee to investigate the impact and effects state and federal legislation may have on the classified staff related to hours, wages and conditions of employment.
- J. Annual contracts designating hours, pay rates, and the annual contracted days will be issued no later than September 15th each year. Each year any training days required of bargaining unit members, especially on Fridays, will be designated and communicated to staff prior to student arrivals. Training needs that come up during the course of the year will be discussed with the impacted members with a copy of the plan to the CACE President. The District will attempt to provide alternate training days should a conflict occur with the employee's ability to attend to the scheduled training date.

ARTICLE 10

EMPLOYEE EVALUATION

- A. Evaluations shall be reduced to writing and discussed with the employee prior to submitting the evaluation to the personnel office. Employees shall be evaluated at least once per year.
- B. Employees may attach written comments to the evaluation for inclusion in their personnel file.
- C. The Association will work collaboratively with the District in the event that the parties wish to modify or redesign the evaluation program.
- D. Evaluation shall be based primarily, but not solely, on the employee's job description and the Classified Evaluation form, which shall be made known to the employee prior to an evaluation.
- E. The District shall notify each employee who his/her supervisor(s) and evaluator(s) are.

ARTICLE 11

UNPAID LEAVES OF ABSENCE

A. Temporary Leave

Temporary leaves of absence without pay may be granted, at the discretion of the Board, for extended illness or injury, maternity, or the adoption of a child, when requested in writing and submitted to the Board. Temporary leaves of absence, for purposes other than those listed above, may be granted at the discretion of the Board. The Board retains the right to attach such stipulations and conditions upon the granting of a temporary leave of absence as it deems appropriate. Temporary leaves will not normally exceed ninety (90) calendar days.

B. Extended Leave of Absence

Extended leave of absence, without pay, may be granted, at the discretion of the Board, for any reason deemed appropriate by the Board. Such leaves may be granted up to one calendar year and must be requested in writing and submitted to the Superintendent before the Board will consider the request.

C. Return From Leave

Upon return from leave, the employee shall be placed in the same or a comparable position in the same pay classification as he/she was prior to the leave.

ARTICLE 12

PAID LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave is defined as personal illness or injury of the employee, except as allowed under Article 12.A.9 and Article 12 F.
2. The District shall allow each school employee at least 10 days' sick leave at full pay for each school year or one day per month employed, whichever is greater. Unlimited accumulation of sick leave will be allowed. Employees shall accumulate sick leave at the following rates: 190-day contract - 10 days; 191-215 day contract - 11 days; 216-260 day contract - 12 days.
3. The total sick leave allowance shall be available to employees on the first working day of each school year except as modified in Article 12.A.4. below. In the event that an employee is dismissed or resigns prior to the end of the workyear and has used more sick leave than has been accumulated on the one day per month rate, the excess sick leave pay shall be deducted from the employee's final paycheck.
4. Employees shall receive no pay for sick leave during the entry period (60 workdays). After completing 60 workdays, sick leave pay shall be made retroactive to the employee's initial employment date.
5. A grant of sick leave in excess of five (5) consecutive days may be verified at the District's discretion by a written statement from the employee's attending physician or practitioner that injury or illness prevents the employee from working. If the absence is extended over successive pay periods, these verifications must be submitted on a regular monthly basis. Those individuals who for religious reasons do not employ the services of a medical physician shall furnish such other proof as may be required by the District. Employees 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 assuming their duties.
6. An updated accounting of accumulated sick leave shall be provided monthly or on every paystub.
7. For each day an employee is absent from work because of illness or injury, he/she shall give reasonable prior notice to his/her supervisor, or building principal using the designated sub tracker system.

8. Verification of illness or medical evidence may be required for sick leave taken the day prior to or after a holiday.
9. An employee will be allowed to use up to five (5) days of accumulated sick leave each year for family illness. The leave can only be used to care for members of the employee's household. Business/emergency leave could be used after the five (5) days for family illness were exhausted.

B. Personal Business Leave

1. Three (3) days of paid leave per school year may be granted under this section for the following reasons:
 - a. Personal business which cannot be accomplished before or after regular working hours; or
 - b. An emergency which requires immediate action.
 - c. If an employee does not use any business/emergency leave during the year, he/she will be paid one day's salary at their current rate at the end of the year.
2.
 - a. A request for personal business leave must be made at least two (2) days in advance of the requested leave dates. The request must be in writing and submitted for the building administrator's recommendation and the Superintendent's approval.
 - b. Unless the Superintendent denies the request for leave, the employee shall consider the leave granted.
 - c. Employees are responsible for making sure plans are available for all school activities during their absence.
3.
 - a. In the event of an emergency, the building administrator must be immediately notified of the nature of the emergency and duration of leave requested.
 - b. Unless the building administrator denies the request for leave, the employee shall consider the leave granted.
4. Business or emergency leave will not accumulate from year to year and must be taken in at least one-half (1/2) day amounts.
5. Members will not be required to state a reason for this leave. No more than two (2) employees from each work site (elementary, middle school, High school, caps, bus barn, custodial) without the consent of the supervisor shall be granted personal leave on the same day. Requests

for leave will be processed in the order in which they are received. Members can use this for religious holidays when attendance is called for during the work day by their religious beliefs.

6. Employees new to the District shall not be eligible for paid business/emergency leave during the entry period (90 workdays).

C. Bereavement Leave

An employee shall be granted a maximum of five (5) days' absence with full pay for the death of an employee's spouse, child, parent, brother, sister or parent of the spouse, grandparents, or grandchildren or spouse's immediate family as already defined. The District will provide 14 days of bereavement leave under OFLA. Under extenuating circumstances, additional days of absence may be granted by the Board on the recommendation of the Superintendent. Bereavement leave does not accumulate from year to year.

D. Legal Leave

If an employee is called for jury duty, he/she shall be granted a paid leave of absence. If provided with a fee for such service, the employee shall submit it to the District; however, the employee shall retain all mileage and expense monies. The District reserves the right to petition the court or other tribunal to excuse the employee called for such duty.

If an employee is required by the District to attend a legal proceeding, such attendance shall be with pay. If an employee is subpoenaed to appear in a legal proceeding as the result related to the employee's employment with the District, such appearance shall be with no loss of compensation.

This section does not apply if the employee is under subpoena or otherwise involved in a case where either the employee or the Association is a complainant against the District.

E. Injury on Duty

If an employee of the District is injured on the job and received industrial accident benefits under Worker's Compensation Law (ORS 656.001 to ORS 656.824), the District shall, at the employee's option, adjust the sick leave payment an amount equal to benefits received under Worker's Compensation with respect to the same injury that gave rise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the employee's regular pay for the period less benefits received under ORS 656.001 to ORS 656.824 divided by the individual's daily wage. Any injury on duty must be reported to the supervisor or building principal and district office immediately and the proper forms completed as soon as the injury permits.

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F. Leave will be granted in accordance with ORS 659A.150et.seq (OFMLA) and the Family and Medical Leave Act (FMLA). During this leave members may use any accumulated paid sick, personal/business, or vacation, in this order unless designated otherwise by the employee.

G. 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'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

Employees who have full or part-time employment with the district are eligible. Employees will abide by the decision of the sick leave bank committee.

2. Sick Leave Bank Committee

The committee consists of two 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 members and District as appropriate.

3. Donations to Sick Leave Bank

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

- a. Participation in the sick leave bank shall be voluntary.
- b. Prior to a donation, employees 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 accumulative from year to year.
- f. The committee may elect to ask for new donations only when it is necessary to replenish these days.

4. Use of Sick Leave Bank

- a. The employee 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 member from performing the duties of his/her 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 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 employee 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 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 members stating a beginning balance, contributions, total requests, hours that have been granted and ending balance.

ARTICLE 13

VACATION

A. Regular

Twelve-month employees shall accrue vacation days at the rate of ten (10) days per year for the first five years of full time employment and one additional day for each year thereafter with a maximum of 20 days allowed. Earned vacation time shall be granted as of July and must be taken within the twelve-month period after which it is earned. Vacation time may not be accumulated.

Vacation requests will be documented through the designated substitute tracking system. Specific requests within these guidelines must be received by May 1 and will be considered prior to making vacation assignments.

B. Probationary

Employees shall not receive vacation during the first year of service to the District. After one year of service, she/he will be allowed vacation credit from the beginning of the employment period.

ARTICLE 14

HOLIDAYS

- A. Employees who work nine (9) or ten (10) months shall receive the following five (5) holidays per year as paid holidays:

Labor Day
Veterans' Day
Thanksgiving Day
Presidents' Day
Memorial Day

- B. Employees who work twelve (12) months shall receive the following eight (8) holidays per year as paid holidays:

Labor Day	New Year's Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Also the day before or after Christmas	

- C. The District, at its discretion, may use Presidents' Day as a student contact make-up day.

1. If Presidents' Day is used as a make-up day, those employees who previously were not required to report to work during closure days due to inclement weather shall report for work and shall not receive any compensation beyond that already received for the paid holiday. If an employee works more hours than his/her regular shift, however, he/she shall receive pay for those hours at his/her regular rate subject to Article 9, Section D.
2. If Presidents' Day is used as a make-up day, those employees who previously were required to report to work and who did report to work during closure days due to inclement weather shall report for work and shall receive their regular hourly rate of pay for hours worked. This pay is in addition to that already received for the paid holiday.

ARTICLE 15

COMPENSATION AND PAYROLL DEDUCTIONS

- A. Employees shall be compensated for 2018-19 in accordance with Appendix A of this Agreement. To create the schedule for 2018-19 the 2017-18 salary schedule will be increased by 2%.

For each year, employees not at the top of the schedule shall be advanced one step.

- B. Employees shall have their annual salary paid in twelve (12) equal installments with 1/12th to be paid on the last working day of each month. Nine, ten and eleven-month employees shall receive their July check on their last working day. Twelve-month employees will receive their July check on the last working day of July. Payday will be the last working day of each month. Pay stubs will include an itemization of hours worked at various pay rates, leaves and a clear designation of any deductions. Members will have access or a hardcopy on payday. In the event that a member does not have access to their paystub electronically the District will print and provide a copy to the member within one day. Should the member wish to have a hard copy of their paystub monthly, they will need to request that of the District in writing and the hardcopy will be provided.
- C. In the event that an employee does not complete the work-year assignment, the amount of the employee's final paycheck shall be determined by multiplying the employee's daily wage rate by the number of days actually worked and subtracting from this total any previous salary payments.
- D. An advance on the current month's salary of up to \$500 may be approved by the Superintendent. 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.
- E. Upon advance approval of his/her principal or immediate supervisor, employees required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the approved Internal Revenue Service rate. The same allowance shall be given for use of personal cars for authorized business of the District.
- F. The Board agrees to deduct from the salaries of its regular employees, as requested by the employee, the premiums for Board approved insurance programs, United Way, Credit Union, and Board approved tax-sheltered annuities.

G. Bus Driver Schedules

1. Regular Working Hours--For all hours worked between 7:30 am and 5:00 pm, bus drivers shall be paid their regular hourly rate in accordance with the salary schedule (Appendix A). Bus drivers assigned to special trips and/or required classes outside regular working hours shall be compensated their regular hourly rate of pay for a minimum one hour during each round trip. Drivers shall not forfeit any compensation if special trips fall short of these regular work hours.
 2. Stand-by time--Stand-by time shall be defined as time without any supervision or duties, except to be on site and on call. Stand-by time shall only apply between the hours of 5:00 pm and 10:00 pm. Stand-by time shall be paid at the state minimum wage rate plus \$1.25. Drivers performing duties between 5:00 pm and 10:00 pm shall be paid at their regular hourly rate of pay.
 3. Overnight trips-- All drivers shall be provided with their own individual rooms for any overnight events. Lodging shall be arranged and pre-paid by the District at District expense. Meal compensation for these authorized overnight trips shall be allocated in advance, at the rate of thirty-five dollars (\$35) per day. Unless a driver is required to perform duties, the hours between 10:00pm and 6:00am will be unpaid.
- H. If the District closes its schools because of lack of operating funds, no member of the bargaining unit shall be entitled to any salary provided in this Agreement while the schools are closed.
- I. An employee called back to work to perform work outside the employee's work schedule shall receive a minimum of two (2) hours' pay.
- J. Any training required by the District (not to include training required to hold a license or satisfy a prerequisite for employment) shall be compensated at the employee's regular rate and/or comp time if held during the employee's regular workday, and/or shall be given comp time if training is held outside the workday including summer break. Any training provided by an employee (to colleagues) who was previously trained and/or certified at District request, shall be compensated at the hourly rate of their step at class 9 of the salary schedule, with prior approval of training by the District.
- K. The District will provide an annual training opportunity or all new employees and any interested current employees on the insurance plans, facilitation of employee benefits and payroll information. This training will be scheduled when all employees can participate and paid time at their hourly rate.

- L. A bargaining unit member who is temporarily assigned to the duties of other positions during his/her regular work hours, or who agrees to substitute for another employee during additional work hours shall be paid at their own regular hourly rate of pay.
- M. A bargaining unit member who agrees to regularly perform additional duties in more than one classification shall be compensated at the appropriate Class and Step level for hours worked in each classification ~~position~~. Employees working in more than one classification shall meet with the appropriate supervisor to determine a mutually agreeable schedule. It is not the intent of this section to have employees work non-contiguous schedules.
- N. The District will reimburse tuition equal to the cost of six (6) undergraduate credit hours at the Portland State University rate upon proof of successful course completion. Reimbursement requests shall be governed by District policies and procedures. Upon request, the District will pre-pay tuition costs. In the event that the employee does not complete the course then any pre-payment will be deducted from the employee's paycheck in installment amounts agreed to by the parties.
- O. The District and Association shall negotiate compensation for any position that the District creates that requires an Associate degree.
- P. PERS/OPSRP
 - 1. The District shall be relieved of any obligation to otherwise pick-up, assume or pay the six percent (6%) employee contribution/payment required by ORS 238.200 and ORS 238A.330.
- Q. Retirement Bonus
 - 1. Employees with ten (10) years or more of service to the District who are retiring from the District under OPSRP will be paid a sum equal to twenty percent (20%) of their total unused sick day(s) based on their daily rate of pay. In no case will this amount exceed \$7500. Sick leave days will not be deducted from the members account.
 - 2. Members with ten (10) years or more of service to the District who are retiring from the District under PERS Tier 1 or Tier 2 will be paid a sum as described in the chart below; in no case will this amount exceed \$7500.

Years of Service to the District	Bonus: Calculated at the rate of the employees' daily rate of pay during their final year of employment.
10	15 Days of Pay
15	20 Days of Pay
20	25 Days of Pay
25	30 Days of Pay
30+	35 Days of Pay

ARTICLE 16

ASSOCIATION DUES DEDUCTIONS

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 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 members. Upon request by the District, the Association shall make available to the District for its review documented proof of dues deduction authorization for employees.
3. Employees 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 shall deduct one tenth (1/10) of the state and national dues each month from November through August. 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. The District shall deduct the full local Corbett ACE dues from the October pay of each member and promptly remit the amount collected to the local association.
3. Deductions for members hired after the commencement of the school year shall be prorated so that the required amount will be deducted by August.

C. Employee Information

1. Each month, the District shall provide to the OEA Membership Specialist an electronic spreadsheet of each employee in the bargaining unit (both active 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 employee 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 employee or former-employee 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 17

FRINGE BENEFITS

- A. The District shall offer medical, dental, vision, life and long term disability insurance for each member and medical, dental and vision for his/her family.

The District's maximum contribution for member insurance benefits shall be. \$1700 for 2020-20, 2021-22 and \$1750 for 2022-2023 school years

Employees must work more than sixteen (16) hours per week to be eligible for single party or family coverage. Employees working sixteen (16) hours or less per week but twelve (12) hours or more per week are eligible for single party coverage only. If the employee wishes other members of his/her family covered, arrangements may be made for payroll deductions.

Each year the Association and the District will identify medical, vision and dental choices for employees. 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 allocate the dollar difference between the above annual caps and the premium amount into a District funded notional 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. These dollars will be used to pay for allowable out of pocket expenses for employees who select the "Preferred District Major Medical Plan".

Employees 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. Employees participating in the District sponsored notional 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 employee's use of the "District sponsored notional HRA or similar account". Employees who accessed less than \$1000

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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". Employees 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".

If after allowable medical expenses and premiums are paid and the notional HRA funds similar account are "insufficient" for full payments to individual VEBA accounts or similar account, then the remaining dollars will be prorated to all eligible employees. For the purposes of this paragraph "insufficient" will be defined by the following formula:

The total dollars spent on insurance premiums, notional HRA use or similar account, and VEBA claims that exceed the number of employees participating in the "preferred district major medical plan" times the annual cap.

Employees 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.

Employees who can provide evidence of dual insurance coverage may opt out of the District's health insurance program. An employee who opts out of medical insurance coverage (not vision and dental insurance) will have ~~\$3500~~ **\$4000** dollars contributed to their portable individual VEBA or similar account.

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 OEBC 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 OEBC 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 (OEBB) 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 employee(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 term life and replacement income insurance free of premium cost for each member. The intent of this insurance program is to protect accumulated sick leave beyond the thirty (30)-day qualification period. Members will be provided the option of using sick leave until exhausted or freezing sick leave at the end of thirty (30) calendar days and applying through the payroll department to the insuring company for replacement income benefits.

No district representative will have access to employee 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 OEBB 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 member.

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

- C. If a member of Corbett District is injured on the job and receives industrial accident benefits under Worker's 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 rise to the sick leave. However, the deduction of sick leave shall not exceed an amount determined by taking the 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.

- E. The District shall provide Section 125 Plans (A and B) for use by employees.
- F. The District shall provide term life and replacement income insurance for each employee working twelve (12) hours or more per week. The types of plans and amount of benefits shall be determined by the District.
- G. Employees receiving replacement income benefits will continue to receive medical, and dental insurance benefits set out in Section A above for a period up to six (6) months. After six (6) months, employees may remain on the group plan at their own expense subject to approval by the carrier(s).
- H. Employees on temporary or extended leave of absence without pay will not be eligible for District-paid medical and dental insurance. Employees may choose to remain on the group plan at their own expense subject to approval by the carrier(s).
- I. New employees will begin receiving the District Fringe Benefits upon the start of the second calendar month of their employment.
- J. 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 notice of an impending change from the carrier, the District will notify the Association, within five (5) working days, of the substance of the proposed change.

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 employee(s) incurring them.

ARTICLE 18

INCLEMENT WEATHER

A. Maintenance Employees

All maintenance employees will maintain their regularly scheduled working hours on days when schools are closed or opening late due to inclement weather. Work schedules may be modified by the Superintendent. If a maintenance employee cannot get to work because of inclement weather, the employee shall notify the Superintendent or his/her designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.

B. All Other Employees

1. The Superintendent or his/her designee shall determine which employees are to report to work on days when schools are closed due to inclement weather. Work schedules may be modified by the Superintendent or his/her designee. If an employee cannot get to work because of inclement weather, the employee shall notify the Superintendent or his/her designee. If the Superintendent or designee concurs, the employee shall not receive a pay deduction for that day and shall not be required to report to work that day.
2. Employees not required to report to work on days when schools are closed due to inclement weather shall not receive a pay deduction for those days.

C. Rescheduled Student Contact Days

1. In the event of inclement weather, the District may schedule student contact make-up days. Those employees who were not required to work during days the schools were closed due to inclement weather shall report for work on the student contact make-up days without compensation on a day-for-day basis.
2. The District, at its discretion, may use Presidents' Day as a student contact make-up day.
 - a. If Presidents' Day is used as a make-up day, those employees who previously were not required to report to work during closure days due to inclement weather shall report for work and shall not receive any compensation beyond that already received for the paid holiday. If an employee works more hours than his/her regular

shift, however, he/she shall receive pay for those hours at his/her regular rate subject to Article 9, Section D.

- b. If Presidents' Day is used as a make-up day, those employees who previously were required to report to work and who did report to work during closure days due to inclement weather shall report for work and shall receive their regular hourly rate of pay for hours worked. This pay is in addition to that already received for paid holiday.

ARTICLE 19
REDUCTION IN FORCE

A. Notice

If the Board is contemplating a reduction in force of any employee or employees, it will notify the affected employees and the Association in writing at least sixty (60) calendar days before date of the reduction in force. In case of emergency, such as a mid-school year reduction, the Board will give notice as soon as practicable.

B. Reduction In Force Procedure

Reduction in force of bargaining unit employees will be based upon seniority but such reduction in force will occur by category. For the purposes of administering this article only, the following categories shall be used:

Custodial
Custodian

Cafeteria
Head Cook

Transportation
Bus Driver

Maintenance
Maintenance I
Groundskeeper
Maintenance II
Maintenance III
Maintenance IV

Secretarial
Elementary Secretary Assistant
Elem/Special Ed Secretary
Eligibility Officer

Instruction
Education Assistant
Special Education Assistant II
Instructional Media Center Assistant
Pre-School Assistant
Special Education Assistant I

An employee may bump a less senior employee in the same or lower position within his or her category. An employee may also bump a less senior employee in a position within a different category if the more senior employee has previous in-District experience in that position.

C. Recall

1. An employee who is laid off shall be eligible for recall for twenty-seven (27) consecutive months from the date of his/her reduction in force. An

employee who is laid off will remain on the recall list for twenty seven (27) months after the effective date of his/her lay off unless he/she:

- a. waives his/her recall rights in writing;
- b. resigns, or
- c. fails to accept recall to the positions that are offered within the timelines of this article.

2. Whenever the District determines that a vacancy exists within a category which has experienced a reduction in force (within the last twenty seven (27) months), laid off employees from that category will be recalled in reverse order of the reduction in force. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee with a copy to the local president. The laid off employee will have ten (10) District workdays to respond to the recall notice. Failure to respond within the ten (10) days or rejection of any recall notice will cause the laid off employee to forfeit all recall rights and will be deemed to be a resignation.
3. All currently existing monetary benefits will be available to the employee upon the employee's return to active employment. Other benefits to which an employee was entitled at the time of the reduction in force, such as accumulated sick leave and seniority, will be restored to the employee upon return to active employment.
4. Upon return to active employment, step advancement may be awarded to employees who worked six (6) months or more of the fiscal year in which the reduction in force occurred. The superintendent shall make the final decision on this matter.
5. Employee benefits do not accrue during the period of reduction in force.
6. Employees who are laid off shall have the option to continue insurance programs (Article 17 - Fringe Benefits) at their own expense and subject to the approval of the insurance carrier.

D. Seniority

Seniority for the purpose of reduction in force and recall shall be defined as length of continuous service from the most recent date of hiring in the bargaining unit in the District. Continuous service is defined as uninterrupted service. Leaves of absence granted with approval shall not be deemed as interruption of service but shall not be counted in the determination of length of continuous service.

- E. The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any unforeseen

period of school closure. During such a school closure, the District acknowledges that the bargaining unit members are temporarily laid off, rather than dismissed or non-renewed due to budget failure during the period of any such school closure. Following a closure, the District agrees to recall members to available bargaining unit positions before hiring non-District individuals for those positions, in accordance with Section B.

ARTICLE 20

STRIKES

The Association and the members of the bargaining unit, as individuals or as a group, will not initiate, authorize, cause, engage in, or sanction any strike, work stoppage, boycott, slow-down, picketing, or any other interruption or restriction of work related to the District. Nothing shall impose any obligation on the District to compensate employees for absences resulting from concerted work stoppage.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other organization when called upon to cross such picket line in the line of duty.

There will be no lockout of members of the bargaining unit by the District during the term of this Agreement.

ARTICLE 21

SEPARABILITY OF PROVISIONS

In the event that any provision of this Agreement shall at any time be declared invalid by operation of law or by any court of competent jurisdiction, such decision shall only apply to the specific article, section, or portion thereof directly specified in the decision. Such a decision shall not invalidate the entire contract, it being the express intention of all parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Upon written agreement of both parties, the parties agree to enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for such specific provision(s) invalidated.

ARTICLE 22

REDUCTION IN HOURS

Employees who have had their work hours reduced as a result of funding problems, or a change in program or staffing (but not as a result of a voluntary transfer, voluntary reduction in hours, or disciplinary demotion), shall submit to the superintendent's office within 10 working days of notification of reduced hours a letter of request, stating which positions or additional hours the member would accept.

The District will review the list prior to hiring replacement personnel. For 27 months after the reduction in hours, an employee on the list of reduce-hour-employees shall have first consideration for additional hours of employment in the positions he/she listed in the notification letter, if qualified or can become qualified within two weeks of on-the-job trading and if the scheduling of the additional hours or position does not conflict with the existing assignment. The District will notify the employee at the time other candidates are notified as to what decision was made by the administrator concerning the additional hours sought by the employee in the letter or request.

ARTICLE 23

EARLY RETIREMENT

After fifteen (15) years of employment with the District, a classified employee retiring under PERS shall be entitled, at his/her own expense, to pay his/her own single party insurance premium, with a second party option, at the group rate of active employees, from the date of retirement until the retired employee would be eligible for Medicare.

ARTICLE 24

COMPLAINT PROCEDURE

A. Complaint Procedure

It is recognized by the Board of Education that members seek to carry out their responsibilities in the best possible manner. However, there may be times when complaints are made against a member. A complaint is a written criticism regarding a 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 complaint is made against a member, such complaint shall be processed under the following circumstances:

B. Any written complaint regarding a 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 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 member to inform the member of the full nature of the complaint and they shall attempt to resolve the matter informally.

D. The member shall have the right to be represented by the Local Association (CACE) at any meeting or conference regarding such complaint that is processed through section E, below.

E. Procedure

1. In the event a complaint is unresolved to the satisfaction of all parties, the 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 member or the complainant shall be reviewed by the building principal or counterpart supervisor 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 member may request a meeting with either party in an attempt to resolve the complaint. The member shall have the right to be present at

any additional meetings of the superintendent or his designee and the complainant, if requested by the member.

4. If the superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the member, he shall forward the results of his 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.
- F. The preceding procedure shall also apply in complaints filed by the member.

APPENDIX A1 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2020-2021

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$13.69	\$14.68	\$15.66	\$16.71	\$17.75
2	\$14.75	\$15.86	\$16.74	\$17.70	\$18.69
3	\$15.36	\$16.33	\$17.31	\$18.31	\$19.29
4	\$15.91	\$16.95	\$17.98	\$18.94	\$19.95
5	\$16.55	\$17.47	\$18.52	\$19.54	\$20.50
6	\$17.58	\$18.51	\$19.47	\$20.49	\$21.45
7	\$18.08	\$19.01	\$19.97	\$21.02	\$22.01
8	\$19.13	\$20.01	\$21.09	\$22.16	\$23.03
9	\$20.50	\$21.41	\$22.53	\$23.52	\$24.64

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

APPENDIX A2 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2021-2022

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$13.96	\$14.97	\$15.97	\$17.04	\$18.11
2	\$15.05	\$16.18	\$17.07	\$18.05	\$19.06
3	\$15.67	\$16.66	\$17.66	\$18.68	\$19.68
4	\$16.23	\$17.29	\$18.34	\$19.32	\$20.35
5	\$16.88	\$17.82	\$18.89	\$19.93	\$20.91
6	\$17.93	\$18.88	\$19.86	\$20.90	\$21.88
7	\$18.44	\$19.39	\$20.37	\$21.44	\$22.45
8	\$19.51	\$20.41	\$21.51	\$22.60	\$23.49
9	\$20.91	\$21.84	\$22.98	\$23.99	\$25.13

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

APPENDIX A3 (2%)
CORBETT SCHOOL DISTRICT NO. 39
CLASSIFIED SALARY SCHEDULE

2022-2023

(2%)

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	\$14.24	\$15.27	\$16.29	\$17.38	\$18.47
2	\$15.35	\$16.50	\$17.41	\$18.41	\$19.44
3	\$15.98	\$16.99	\$18.01	\$19.05	\$20.07
4	\$16.55	\$17.64	\$18.71	\$19.71	\$20.76
5	\$17.22	\$18.18	\$19.27	\$20.33	\$21.33
6	\$18.29	\$19.26	\$20.26	\$21.32	\$22.32
7	\$18.81	\$19.78	\$20.78	\$21.87	\$22.90
8	\$19.90	\$20.82	\$21.94	\$23.05	\$23.96
9	\$21.33	\$22.28	\$23.44	\$24.47	\$25.63

CLASS 1

CLASS 4
Maintenance I
Head Cook
Custodians

CLASS 7
Maintenance III

CLASS 2

CLASS 5
Elementary Secretary Assistant
Special Education Asst. I & II
Educational Assistant

CLASS 8
Bus Driver

CLASS 3
Instructional Media
Center Assistant

CLASS 6
Groundskeeper
Maintenance II
Elementary/Spec Ed Sec

CLASS 9
Driver/Safety Trainer
Eligibility Officer
Maintenance IV

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 h is their 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.