

NOTICE

NOTICE IS HEREBY GIVEN of a meeting of the Corvallis School District Board of Directors.

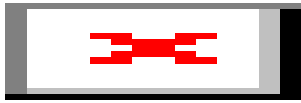
Date & Time	Meeting Type	Location	Agenda
Wednesday, September 4, 2019 6:00 PM	Special	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

Accessibility: *To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or kim.nelson@corvallis.k12.or.us at least 48 hours before the meeting.*

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.

POSTED: Corvallis School District Administration Building
Hans Boyle, Education Editor, Gazette Times (Via Email)

For more information, please contact Kim Nelson at 541-757-5841 or at kimberly.nelson@corvallis.k12.or.us



Wednesday, September 4, 2019
6:00 PM

AGENDA
Special Meeting of the
BOARD OF DIRECTORS
Corvallis School District 509J

Meeting Details: Wednesday, September 4, 2019, 6:00 PM in the District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.

- I. CALL TO ORDER AND ROLL CALL (6:00 p.m.)
- II. PLEDGE OF ALLEGIANCE
- III. RATIFY CONTRACT WITH OREGON SCHOOL EMPLOYEES ASSOCIATION (OSEA)



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Jennifer Duvall, Human Resources Director
Meeting Date: September 4, 2019

Ratify Contract with Oregon School Employees Association, Chapter 2 (OSEA)

ACTION REQUESTED

Issue

The current contract with the Oregon School Employees Association, Chapter 2 (OSEA) expired June 30, 2019.

Involvement

Contract negotiations occurred with representatives from OSEA and the District starting February 4, 2019. After many meetings, a tentative agreement was reached on August 2, 2019, for a three year agreement with a re-opener on financials for 2021-21 and 2021-22.

Attached are the changes to the contract language; yellow highlighting denotes changes. OSEA membership ratified the agreement on August 29, 2019.

ACTION REQUESTED:

Approve the contract with OSEA for 2019-22, effective July 1, 2019.

MOTION REQUESTED:

"I move to approve the contract with OSEA for 2019-22, effective July 1, 2019."

Tentative Agreement between Corvallis SD and OSEA Chapter 2 - 8/2/19

Preamble

This contract is entered into by the Oregon School Employees Association, Chapter No. 2, hereinafter referred to as the "Association," and School District No. 509J, hereinafter referred to as the "Board" or "District." This contract incorporates the sole and complete Agreement ("Agreement") reached between the District and the Association resulting from negotiations held pursuant to the provision of ORS 243.650, *et. seq.*

The Board and District recognizes the important contribution classified employees offer in the education of our students. The values of dignity and respect highlight the importance of the classified employee group.

Article 1 Recognition

1.2 Bargaining Unit

The parties hereby agree that the bargaining unit consists of all regular classified employees whose job classifications appear in Attachment A of this Agreement, save and except that supervisory and confidential employees, substitutes, temporary, work experience employees, and District students are specifically excluded.

When the District creates a new classified job title and proposes to exclude it from the bargaining unit as confidential (per ORS 243.650), a representative of the Association will be invited to give input to determine the appropriate bargaining unit status.

1.5 Limited-Term Employee

1.5.5 There are times when the district needs an employee to ride the school bus to support students with special needs. This time can change every year based on the needs. This time will be offered to regular status employees and if accepted will be considered as limited-term "bus ride" time. The employee can earn benefits for this time during the assigned school year, but does not become regular time, only limited-term time each year.

Article 3 – Contracting Out

3.1 If the Superintendent determines it may be necessary to contract out ~~any new technology that~~ or introduce ~~any new technology that~~ and it may reasonably be expected to result in the layoff of any bargaining unit member(s), s/he will provide written notification to the OSEA Chapter President and Field Representative concurrent with initial notification to the Board.

3.2 If within 14 calendar days of notification OSEA informs the Superintendent in writing of its desire to be involved in the decision-making process, a joint study

committee will be formed to address the issue through an interest-based process which will include, at a minimum, the following steps: problem definition; data collection; option development and evaluation (which may include an option proposal submitted by affected bargaining unit members); and, if possible, consensus.

- 3.3** If, after the completion of the interest-based process, the joint committee fails to reach consensus or proposes a solution which involves contracting out, a subsequent decision by the Board to pursue contracting out will trigger the Board's obligation to notify and bargain with the Association pursuant to ORS 243.698.
- 3.4** If the District determines that it may be necessary to contract out bargaining unit work the District will make every effort to provide timely notice and information to the Association as well as an opportunity for input before triggering the expedited bargaining procedures outlined in ORS 243.698.

Article 4 – Association Rights

4.2 Association Membership

Membership or non-membership in the Association shall be the free, independent choice of each member of the bargaining unit. The District agrees that no acts of retaliation will occur from district administration due to any union member's involvement in union activities.

4.3 Fair Share

All bargaining unit employees shall pay fair share fees equal to the amount required by the Association for the regular membership. The District agrees to deduct such fees from the wages of each bargaining unit employee who is not a member of the Association and transmit the fair share deduction to the central office of the OSEA monthly.

In accordance with ORS 243.666, if an employee certifies to the Association, in writing, the presence of bona fide religious tenets or teachings in a church or religious body of which such employee is a member, the provisions of the above shall not apply. Such employee shall pay an amount equal to the full, regular fees to the United Way or a charity or charitable organization mutually agreed upon by the employee and the Association. The employee shall provide written proof to the District and the Association that this has been done.

The Association agrees to hold the District harmless against any and all claims, suit, orders, or judgments brought against the District as a result of the provisions of this Article.

Article 5 – Reclassification

A reclassification is when an employee believes he/she is performing duties of a higher position that is currently in existence.

5.1 Reclassification ~~Notification~~ Studies

The Association president shall be notified of pending reclassification studies and solicited for opinion and input. Such studies shall be funded by the District.

The District shall provide the Association president with a copy of all job descriptions or any changes in established job descriptions as a result of the provision of this Article. Such information shall be available to the Association prior to the District's implementation of such changes.

5.2 Reclassification Committee

The District and the Association shall form a reclassification review committee by each appointing three representatives. The purpose of the committee shall be to review any employee, District, or Association request for position reclassification within the established classification-and-pay plan and to make a non-binding recommendation with respect thereto, including a recommendation to look within the industry or profession. The Reclassification Committee ("Committee") shall schedule a time to review each reclassification request and make recommendations.

An employee or representative of his/her choice may present the reclassification request to the Committee.

5.6 Step Advancement

Any employee recommended for reclassification by the Reclassification Committee after March 1 will not be eligible for step advancement on July 1 of that year. will follow the same step advancement eligibility as described in Article 10.

Article 6 – Workweek, Hours of Work

~~6.3~~ Year-Round Employees

~~A year-round employee is an employee whose scheduled annual assignment is a 12-month period. The Martin Luther King Jr. holiday will be a non-contract day for full-time, year-round employees, except that in years in which an additional work day is required for a 260-day contract year, it will be a regular work day.~~

6.6 Access to Curriculum Training

When new curriculum is adopted or implemented the district will offer classified employees district training along with licensed staff, when appropriate to the employee's assignment or requested by the building administrator.

6.7 Access to IEP/Other

The District agrees to provide classified staff who provide direct services to students, access to the students IEP, 504 plans, behavior intervention plans and safety plans, while maintaining the student's confidentiality.

Article 7 – Seniority & Layoffs

7.1 Order of Displacement/Layoff

The District reserves the right to determine positions to be eliminated or reduced in annual hours of employment. Displacements and layoffs within each affected job title shall be determined by the District on the basis of seniority, provided the operational needs for special occupational skills are met. Where seniority is the same, the determination shall be made by lottery. No non-probationary employees shall be displaced or laid off within a job title until all probationary employees in that job title, with same or fewer hours as the affected non-probationary employees, have been terminated in accordance with the provisions of Article 19, Probationary Period, of this Agreement.

If the District determines the need for a layoff, notice of not less than two weeks shall be provided to non-probationary employees to be laid off. Notice of layoff shall be by personal delivery or by certified mail restricted to the addressee. When an employee is notified of layoff, an employee can request a meeting with a District representative within one work week subsequent to receipt of the notice. The purpose of such meeting shall be to review recall rights and procedures.

7.3 Special Occupational Skills

The order of displacement/layoff within each affected job title shall be determined by the District on the basis of seniority, provided the operational needs for special occupational skills are met. The special occupational skills that an employee should bring to the classification would be defined as a specific ability that another person in the same job title or family would not have, and could not learn the skill with minimal training, and that the program in which the employee works would suffer should that employee be bumped out. Examples would be:

- Educational Assistant 2 in the dual language English as a Second Language program where fluency in Spanish is needed or required.
- Educational Assistant 2 in the Special Education program working as a Supported Educational Assistant where experience working with Autism or special needs students is desired needed or required.
- Educational Assistant 2 – Life Skills Assistant working in a self-contained classroom with students who have significant physical, cognitive, or behavioral disabilities.

7.4 Eligibility

Provisions of Article 7.4 through 7.10.4 apply only to employees working four hours or more per day. Employees who work fewer than four hours/day are not entitled to any provisions of this article, and if have lower seniority in any bumping procedures would be considered terminated.

In order to be placed or bumped into another position, an employee must meet minimum job qualifications based on skills and training as listed on the job description and most recent job posting for that position. If a regular employee takes a limited-term assignment, their regular status and seniority accrual continues.

7.6 Reassignment/Bumping Procedures

The administration will attempt, through reassignment/transfer, to place the employee into an opening within their job title that provides at least 90 percent of the employee's annual hours of assigned work at the time of displacement. The goal of reassignment/transfer is to attempt to restore the employee's hours to 100 percent. An employee is not entitled to a position that is of greater hours than he/she occupied at the time of the layoff.

7.6.1 Single Job Title Procedure. Displaced employees holding a single job title shall be eligible for placement/bumping as follows:

- a. The employee will first be entitled to fill any existing vacancy within their current job title that provides at least 90 percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to 100 percent.
- b. If no vacancies exist within the job title, the employee, based on their seniority and provided the operational needs for special occupational skills are met, will be eligible to bump the least senior person within the job title that provides at least 90 percent of their total annual hours of assigned work at the time of displacement.
- c. If there are no positions within the job title for which the employee is eligible to bump, employee will be entitled to fill any existing vacancy on an equal or lower pay range within their job family (see Attachment A—Classified Job Families and Salary Range) that provides at least 90 percent of their total annual hours of assigned work.

The exception is an Educational Assistant-Lifeskills cannot be placed into an Educational Assistant 3 vacancy, unless they have held that position (EA3) within last three years, but would be eligible for placement in an Educational Assistant 2 vacancy provided the operational needs for special occupational skills are met.

- d. If no vacancies exist within the job family, the employee, based on their seniority and provided the operational needs for special occupational skills are met, will be eligible to bump the least senior person at an equal or lower range within their job family that provides at least 90 percent of their total annual hours of assigned work at the time of displacement.

The exception is an Educational Assistant-Lifeskills cannot bump an employee in an Educational Assistant 3 position, unless they have held that position (EA3) within last three years, but would be eligible to bump the least senior person at an Educational Assistant 2 range or lower range within their job family provided the operational needs for special occupational skills are met and at least 90 percent of their total annual hours of assigned work at the time of displacement.

- e. If there are no positions within the job family for which the employee is eligible to bump, the employee will be eligible for placement or bumping into a previously or currently held job title that provides at least 90 percent of their total annual hours of assigned work at the time of displacement, provided the position was held within the last three years. An employee who selects or rejects this option does not forfeit the right to recall into the job family or title held at time of displacement.

As an exception, employees in a stand alone position, identified in the job families listed in the appendix, would be eligible for placement or bumping into a previously held job title within the last five years.

- f. The employee may accept placement or bump into positions that provide less than 90 percent of their annual hours of assigned work at the time of displacement without forfeiting their right to recall into a position of more hours during the recall period.

7.6.2 Multiple Job Title Procedure. If an employee's entire assignment is displaced, the job title with the highest numbers of hours will first be used for placement. Displaced employees holding more than one job title shall be eligible for placement/bumping as follows:

- a. The employee will first be entitled to fill any existing vacancy within the job title where the reduction occurred that provides at least 90 percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to 100 percent.

- b. If there are no vacancies within the job title where the reduction occurred, the employee will then be entitled to fill any existing vacancy within any other jobs titles currently held that provides at least 90 percent of their total annual hours of assigned work at the time of displacement with a goal of restoring their time to 100 percent.
- c. If no vacancies exist within any of the job titles, the employee will be eligible to bump the least senior person within the affected job title that provides at least 90 percent of their total annual hours of assigned work at the time of displacement.
- d. If there are no positions within the affected job title for which the employee is eligible to bump, the employee will be eligible to bump, based on their seniority and provided the operational needs for special occupational skills are met, the least senior person at an equal or lower range within their job family (see Attachment A—Classified Job Families and Salary Range) that provides at least 90 percent of their total annual hours of assigned work at the time of displacement.

The exception is an Educational Assistant-Lifeskills cannot bump an employee in an Educational Assistant 3 position, unless they have held that position (EA3) within last three years, but would be eligible to bump the least senior person at an Educational Assistant 2 range or lower range within their job family provided the operational needs for special occupational skills are met and at least 90 percent of their total annual hours of assigned work at the time of displacement.

- e. If there are no positions within the job family for which the employee is eligible to bump, the employee will be eligible for placement or bumping into a previously or currently held job title that provides at least 90 percent of their total annual hours of assigned work at the time of displacement, provided the position was held within the last three years. An employee who selects or rejects this option does not forfeit the right to recall into a job family or title held at time of displacement.

As an exception, employees in a stand alone position, identified in the job families listed in the appendix, would be eligible for placement or bumping into a previously held job title within the last five years.

- f. If placement or bumping at any of the levels outlined above results in more than a ten percent reduction in annual salary, the employee may accept or reject the option without waiving recall rights.

Article 8 - Personnel Records

8.2 Removal of Material

When a formal reprimand has been placed in the employee's file and he/she has subsequently been employed for three consecutive years without further reprimand, the ~~file letter and any documents related to the letter~~ shall, upon request, be purged ~~of all extraneous documents except formal evaluation~~. An exception to this practice will be made when a reprimand contains a written warning of discharge.

Article 9 Vacancies, Job Postings & Promotions

9.2 Job Opening Notice

The District will post job openings that are for two or more hours.

The District will post all bargaining unit job openings on the District's web site page. Job openings shall normally be open at least five working days prior to the closing of a position. If an employee applies for a position and meets the minimum qualifications for that position, ~~will be considered for an interview. The district will interview at least two of the best qualified internal candidates for a position.~~

~~A candidate not selected or granted an interview may request the hiring administrator/supervisor to provide an explanation of why he/she was not interviewed for or offered a position. In the response the hiring administrator/supervisor will identify actions that the candidate might take to enhance their promotional opportunities.~~

9.3 Pay Upon Promotion

9.3.1 Pay Upon Promotion in the Same Job Family

Upon receiving a promotion in the same job family an employee will be placed on the appropriate range of the position and on their current step.

9.3.2 Pay Upon Promotion in a Different Job Family

Upon receiving a promotion to a different job family an employee will be placed on the appropriate range of the position and the step on the salary schedule that represents at 80% of his/her years of experience with the District. ~~Year of service is a full school year.~~

9.4 Interview Committee

The District shall ~~make a reasonable effort to~~ include a classified employee on interview committees for classified positions. Classified employee participation on an interview committee shall be voluntary and if participation on the interview committee is during ~~or outside of~~ the employee's regular time, the employee will

be paid at his/her regular rate. Participation outside of the employee's regular employment hours will be unpaid.

Article 10 Compensation

10.1 Salary Schedules

The 2019-20 salary schedule for the term of this agreement is shown in Appendix B-Classified Salary Schedule.

The salary schedule steps will be capped at step 15. However, employees beyond step 15 as of July 1, 2011 salaries will be redlined. (Will not move on the salary schedule)

Salary ranges will be as shown in Appendix A-Classified Job Families and Salary Range unless mutually agreed changes are made through the JLMC.

Any employee who can demonstrate proficiency in any one of the top 3 languages of origin represented by the district's student population, aside from English, will be granted an additional step.

New employees will be placed on step 1 of the appropriate range for the position, unless their previous work experience and responsibility directly aligns with the position for which they are hired.

New employees with work experience and responsibility level will be placed on steps as follows:

Step 2 would be granted for 4-7 years (upon verification) of job related experience or similar position held.

Step 3 would be granted for 8 or more years (upon verification) of job related experience or similar position held.

10.4 Salary Placement During Reassignment

10.4.1 An employee involuntarily transferred to a lower paid classification will be placed on the appropriate range of the new position and on the step to match as close to the hourly rate previously held, but not less than. The salary schedule is capped at step 15.

10.4.2 An employee who voluntarily or involuntarily transfers/applies to a lower paid classification will be placed on the appropriate range of the new position and on the corresponding step to match the employee's continuous years of experience-service in the district.

10.5 Retired Classified Employees

The District has the right to hire PERS-retired classified employees. A classified employee who retires from the District and is then rehired shall be a member of the bargaining unit ~~and shall continue to pay a fair share dues equal to the amount required by the Association for the regular membership.~~

10.5.3 For all returning retirees:

The contract year may have fewer days than a typical school year calendar. A re-employment calendar may be mutually developed to address District needs or PERS restrictions on post-retirement employment.

Staff hired post-retirement will continue to earn ~~one day of sick leave per month worked~~ ~~hour of sick leave for 21.6 hours worked,~~ ~~with a minimum of ten regular workdays for employees who work nine consecutive months during the year.~~

It is the employee's responsibility to maintain records and ensure compliance with all PERS regulations. If an employee exceeds the number of PERS-allowable hours, he/she will be responsible for any costs or penalties incurred.

10.6 Longevity Pay

10.6.1 Longevity steps start at step six (6). All eligible employees who have served three years on a longevity step shall be advanced one longevity step on July 1 of given year. Eligible employees are defined as those who have completed the probationary period, are regular status by July 1 of that year, and have been in a paid status a minimum of 75% of the scheduled work year during the immediately preceding school year. "One step" is defined as a single movement on the salary schedule to the next column to the right. ~~(This provision is suspended for the 2012-13 contract year due to the step freeze for all classified employees and subject to negotiation for 2013-14.)~~

10.7 Method of Compensation

All classified employees will be paid in **12** equal monthly installments.

10.7.1 Resignation

Resignations shall be in writing and submitted to the Human Resources Department. Final payment of wages shall be made on the final day of the corresponding pay period for separation of services, other than termination.

10.9 Club Advisor/Coach

A club advisor or coach continuing in an assignment shall be required to complete a new application form for these positions each year. The District retains the right to change club advisors/coaches at its option without being subject to the contract discipline and just cause procedure (Article 20).

Club Advisor/Coach positions will be paid according to the fee structured listed in Appendix D.

10.12 Site Councils Committee Work

Membership in site councils Committee work is a voluntary activity for employees. However, an employee who is a member of a site council committee may will be eligible for compensation or mutually agreed flex time, at the discretion of the building/site council department administrator. For the purpose of this section committees must be approved by district or school administration.

10.13 Shift Differential

10.13.1. The District agrees to provide premium compensation of \$.35 per hour to employees working four or more hours of the graveyard shift (10 p.m. to 8 a.m.).

~~10.13.2. The District agrees to provide a shift differential of 5% added to the hourly wage of those Educational Assistant 2 Life Skills Assistants who serve in a self-contained classroom. If they are assigned any Educational Assistant 2 position other than Life Skills Assistant the 5% differential will end.~~

10.14 Enrollment of Classified Staff's Children in the District

The District recognizes the benefit to classified staff having their children enrolled in the Corvallis School District. For this reason, classified staff shall be permitted to apply for out-of-district transfers for their own children. Classified staff shall submit their request as a part of the transfer process of the year preceding the year in which the classified staff seeks to enroll their children. In the transfer process, classified staff's children will be offered placement at their school of choice.

Article 11 – Insurance

11.1 Coverage

The District will continue to offer medical, dental, vision, long-term disability, and employee and dependent life insurance plans at least at the level of benefits that exist as of June 2015 2019 during the term of this contract. The District will make available to classified staff any and all non-medical plans that are made available to any other work group.

Eligibility for District paid benefits in a particular month shall be determined by dividing the total number of days worked for the year plus the number of any paid leave days for the year by the number of contract days and multiply the results by 12 months to determine the number of months of earned coverage.

The District's monthly contribution for classified employees who work less than a full school year shall be prorated by dividing the employee's number of worked contract days by full July-June contract days (based on their individual work calendar), and multiplying the result by 12 months to determine the number of covered months (decimals shall be rounded up to the next whole number). Should an employee not have enough pay to cover employees portion of the premium then the employee will be billed for their portion.

New employees will qualify to begin receiving District-paid insurance benefits on the first day of the month following a 30-day waiting period.

11.2 Joint Benefits Committee

A Joint Benefits Committee (JBC) shall be created to determine the medical, dental and vision benefit plans for employees eligible for the District insurance contribution and to determine the amount of employee out-of-pocket expense for the medical insurance plans. The total dollars available to cover the health plan premiums shall be the District contribution amount in Article 11.3, the employee out-of-pocket contribution, and any dollars available in section 11.6. from classified employees insurance waiver savings.

The JBC shall have six members, three appointed by the Association and three by the District. JBC decisions shall be by consensus. The Association and the District representatives on this committee have the authority to act as delegated to them by the Association and District respectively. Once a decision is made the decision shall be the status quo until another decision is made.

During this contract the annual savings in premium cost to the District related to those employees who decline to enroll in the basic medical insurance plan, effective as of October 1 of each contract year will be available to the JBC to reduce the amount of out-of-pocket for employees, up to a maximum of \$200,000 per insurance year these insurance dollars will be place in a classified insurance reserve account.

If at any time the cost of employee insurance exceeds the limits on the District's total contribution for insurance set by this article, the committee will, subject to the Association and District approval, adjust the benefit program to fall within the limit of the District's total insurance contribution. If the District and the Association do not agree on the adjustment to the benefit program or the use of the medical insurance waiver savings, and if additional money is needed to continue the benefit program, the Association shall agree to an increase of the amount

contributed by its members to maintain the benefit program. The committee will manage the medical insurance waiver savings beginning with the 2019-20 school year.

11.3 Cap in Cost

Effective October 1, 2014 2019 the District contribution towards health insurance, which includes medical, dental, and vision, life, long term disability, insurance premiums for a full time employee will be a maximum of \$1,240. Life and long-term disability insurance premiums will be paid in full by the District.

The District shall deduct the composite premium amount that exceeds the District's contribution, less any offsets determined by the JBC from the employee's monthly payroll checks.

11.4 Insurance Prorate

11.4.1 Full-time employees of the District shall be eligible to receive the full level of insurance coverage as selected by JBC.

Full-time employees are defined, for insurance benefit purposes, as those who work 37.5 35 - 40 hours per week and at least nine months a year.

11.4.2 Half-time employees of the District shall be eligible to receive a prorata insurance contribution based upon the relationship of their weekly work schedule to that of a full-time employee.

Half-time employees are defined, for insurance benefits purposes, as those who work at least 20 hours per week, but less than 37.5 35 hours per week (7.5 7.0 hours per day) and at least nine months a year.

Employees who receive a prorata insurance contribution shall have the option of selecting medical coverage only or the full package of insurance benefits, including medical, provided they also authorize a payroll deduction for the difference between the full cost of the coverage selected and the District contribution.

11.4.3 Should any member commence work on a half-time basis, but less than 7.5 7.0 hours per day at any time during this Agreement, that member shall have receive the District's contributions prorated in half one-hour increments on the employee's FTE (full-time equivalency) as compared to a 40-hour workweek. These employees will have the option to choose: (1) medical coverage only, (2) dental and vision, life and long term disability only; or (3) the full insurance package, or (4) to decline all insurance benefits.

FROM		TO	
Hours/Day Worked	% Paid by Employer Medical & DVL/LTD	Hours/Day Worked	% Paid by Employer Medical & DVL/LTD
7.5 to 8.0 hrs.	100%	7.0 to 8.0 hrs.	100%
7.0 to 7.49 hrs.	88%		
6.5 to 6.99 hrs.	81%	6.0 to 6.99 hrs.	85%
6.0 to 6.49 hrs.	75%		
5.5 to 5.99 hrs.	69%	5.0 to 5.99 hrs.	75%
5.0 to 5.49 hrs.	63%		
4.5 to 4.99 hrs.	56%	4.0 to 4.99 hrs.	60%
4.0 to 4.49 hrs.	50%		

11.4.4 Part-time employees are ineligible to receive insurance benefits from the District.

Part-time employees are defined, for insurance benefit purposes, as those who work less than 20 hours per week.

11.4.5 Half-time employee's insurance contributions will be determined by the contract hours in place the first of the month following the effective date of an assignment change.

11.4.6 Staff members whose assignment is less than full time and whose spouse or domestic partner is also eligible for insurance and an employee of the District can combine their District insurance contribution and apply the total toward the medical premium and dental/vision/~~life/long-term disability~~ premium.

11.4.7 The half-time employee may apply their entire prorated insurance allocation (medical, dental, vision, ~~life, long-term disability~~) towards their medical premium or divide the prorated allocation contributed by the District between medical and dental/vision/~~life/long-term disability~~.

11.5 Health Savings Account

If the Joint Benefits Committee selects a high deductible major medical plan that can be partnered with a Health Savings Account (HSA) per federal regulation, the District will make contributions to the HSA account for employees eligible to receive insurance benefits. The District's contribution will be pro-rated based upon FTE and the contract bargained employer contribution amounts less medical/dental/vision/life/ltd premium deductions, but not in excess of the IRS allowable limit defined for individual and family classifications. Additionally, an

employee may contribute funds to bring the total employer and employee contributions up to the IRS allowable maximum for the calendar year.

The employee is responsible to ensure account activities are in compliance with IRS regulations. Also, the employee is responsible for setting up the HSA account during the open enrollment period or the first time an individual is eligible to enroll in insurance.

11.6 Insurance Waiver Savings

~~During this contract, the annual savings in premium cost to the District related to those employees who decline to enroll in the basic medical insurance plan, effective as of October 1 of each contract year will be available to the JBC to reduce the amount of out-of-pocket cost for employees, up to a maximum of \$200,000 \$500,000 per insurance year.~~

Article 12 Holidays – in agreement

12.2 Designated Holidays

The following are observed holidays for 12 month employees:

1. Independence Day	6. Christmas Eve or New Year's Eve, as scheduled by District designee
2. Labor Day	7. Christmas Day
3. Veteran's Day	8. New Year's Day
4. Thanksgiving Day	9. Memorial Day
5. Day Following Thanksgiving Day	10. MLK Day

The following are observed holidays for 9-11 month employees:

1. Labor Day
2. Veteran's Day
3. Thanksgiving Day
4. Day Following Thanksgiving Day MLK
5. Memorial Day

12.3

The adoption of the school year calendar will not result in fewer holidays for less-than-12-month staff than would normally be granted. For 9-11 month employees the day after Thanksgiving will now be considered a non-contract day.

Article 13 – Vacation

13.1 Eligibility

13.1.1 To be eligible for vacation accrual, an employee shall have an assignment that is year round (260-day calendar) for a minimum of four hours a day, five days a week, and shall have completed their first six months of employment.

13.1.2 All year-round employees regularly employed four hours or more per day shall be entitled to paid vacation. New year-round employees shall not be entitled to paid vacation until they have completed six full months of continuous service.

13.2 Accrual

Vacation shall be accrued from the first day of hire and in accordance with the following schedule, and shall include allowance for employees with years of continuous service as follows:

Years of Service	Rate of Accrual for Each 26 Hours Worked	For example: Vacation Earned for an 8 Hour per Day/260 Day Work Calendar Employee
Less than 5	1 hour	80 hours / 10 days
5 but less than 10	1.5 hours	120 hours / 15 days
10 but less than 15	1.7 hours	136 hours / 17 days
15 and over	2 hours	160 hours / 20 days

For employees hired prior to January 1, 1988, the existing practice of advancing all employees from one vacation accrual category to the next July 1 following their qualifying anniversary shall be continued. Employees hired after January 1, 1988, shall not have initial probationary service count as years of service for vacation accrual service. Such employees shall advance from one vacation accrual category to the next on the actual anniversary of their completion of probationary service their first six (6) months of employment.

13.3 Utilization

All vacation periods must be approved by the school official to whom the employee is directly responsible.

13.3.1 For a new hire, accrual of vacation starts from date of hire, but cannot access vacation time until six months of employment has been completed.

13.3.2 Year-round employees shall take their earned vacation during June, July, August, and the spring and winter break, and any other time shall be by permission of the District only. No vacations shall be scheduled in the first week immediately preceding and the first week following the opening of

school in the fall or the first week immediately preceding and the first week following the last day of school, unless the immediate supervisor, in consultation with the building administrator, deems it will not hamper or interfere with the opening or closing of school.

13.3.23 The vacation year shall be July 1 through June 30. Year-round employees shall take earned vacation as approved by their supervisors to whom the employees are directly responsible and when during the school year, in consultation with the building administrator (if assigned to a school).

Article 14 Leaves

14.1 Bereavement Leave

Upon request, up to three days leave with pay shall be allowed in the event of death in the immediate family. For the purpose of this Article, immediate family is defined in Appendix C, as blood relatives and in-laws, to include spouse, children (including stepchildren and children towards whom the employee stands in loco parentis), parents, grandparents, brothers, sisters, aunts, uncles, or any relative or domestic partner living in the immediate household. With the approval of the superintendent, bereavement leave may be extended beyond three days when substantial justification exists.

The Superintendent or designee may, at his/her discretion, grant use of bereavement leave for individuals not listed in Appendix C above, and additional days as needed.

14.2 Personal/Emergency Leave

Each employee shall receive three days of personal/emergency leave with pay each year. The leave shall be available upon request with no questions asked. One additional closure emergency leave day, based on the classified employee's daily hours, will be available for district called school closures and/or delayed starts only. This day may be taken in one hour increments as needed and used first for school closure and/or delayed starts.

14.2.1 When possible, The employee shall provide the District with a minimum of 5 working days 48 hours notice in advance of his/her intention to take leave, except in case of an emergency.

14.2.2 Leave shall may not be granted if a substitute is not available.

14.2.3 Personal/emergency leave (and all vacation leave) must be taken prior to approval of any unpaid leave. Unpaid leave is granted at the discretion of the District.

14.2.4 This leave may be taken in fifteen minute half day increments. ~~Exception: Personal/Emergency leave can be used in one hour increments for sick leave when an employee runs out of sick leave and for late start or school cancellation.~~

14.2.5 At the end of June, each employee who has worked their full contract year shall be paid for all unused personal/emergency leave days except that 260-day employees will have unused personal/emergency leave credited as additional vacation for the next year. ~~No pay off will be allowed for the closure emergency leave day.~~

14.3 District Closure/Delayed Start Leave

One closure emergency leave day, based on the classified employee's daily hours, will be available for district called school closures and/or delayed starts only. This day may be taken in fifteen minute increments as needed and used for school closure and/or delayed starts. If delayed start occurs the employee has the opportunity to flex this time by mutual agreement of the employee and their supervisor. No pay out will be allowed for the closure emergency leave day.

14.4 School Cancellation, District Closure, and Delayed Start

When school is cancelled, the District is closed, or there is a delayed start due to inclement weather or other circumstances beyond the District's control, the District shall attempt to notify employees by phone, radio, District web site, or television announcement.

14.4.1 School Cancellation

The school office and maintenance staff with a 225 work day calendar or more shall report to work and if unable may use district closure emergency leave or personal/emergency leave time. One school maintenance employee may be designated by the District as emergency crew and will report to work as is safely possible and be paid as emergency crew. Employees with less than a 225 work day calendar shall not report to work and may use district closure emergency leave or personal/emergency leave for closure day(s). If the District elects to make up school closure day(s), employees with less than a 225 work day calendar shall report to work.

14.4.2 District Closure

When the District is closed for the day, only the emergency crew is to report to work. Members of the emergency crew (only staff members designated by their administrator) will report to work as close to their assigned time as they can safely arrive. When this occurs, the emergency crew member may use district closure emergency leave or personal/emergency leave at straight time until able to report. Emergency crew will be paid double time (two times the regular hourly rate) for all time

worked on a District closure day. Employees who are on double-time pay shall, so long as such continues, not be eligible for the minimum call-back or overtime pay specified in Section 6.4 hereof. The provision of this section shall not be construed as to interfere with the right of the District to lay off employees pursuant to Article 7. The District may, at its option, apply the provision of this section to temporary school closures that are due to causes other than inclement weather.

14.4.3 Delayed Start

When a delayed start is announced, all classified employees are requested to report as close to their assigned time as they can safely arrive. If an employee cannot report to work at their assigned time then they may use their district closure emergency leave, or if unavailable, their personal/emergency leave or they may work with their building/worksite administrator/supervisor to arrange flex time, for any work time missed.

14.7 Sick Leave with Pay

All employees shall accrue sick leave as insurance against the impact of personal illness or injury. Sick leave shall be accrued at the rate of one hour for 21.6 hours worked, one day per month worked, pro-rated based on an employee's regular hours, with a minimum of ten regular workdays for employees who work nine consecutive months during the year. Unused sick leave shall accumulate to an unlimited total.

All employees shall be credited with their full annual sick leave benefits on the first day of their work year. Employees terminating before the end of their work year, who have used more days of sick leave than their service days entitle them to, shall have the excess days (not earned) deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess days paid to them.

An employee whose term of illness extends through June 30 of any given fiscal year and at that time has not used up all accumulated sick leave shall continue to receive paychecks against prior years' accumulated sick leave. However, in these cases, such employee's sick leave account shall not be credited for additional hours in the new fiscal year until he/she has returned to work. An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action, if other unauthorized employment is undertaken while off the job.

An employee shall not consider sick leave as a right that allows absence at any time for other than the reasons set forth in this Article. Certification of one or more physicians that an illness or injury prevents an employee from carrying out his/her duties shall not usually be required unless the employee is absent in excess of five consecutive days. If medical evidence indicates an employee can

return to his/her duties, he/she shall return or in continued absence be terminated. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.

Sick leave may be taken in hourly increments and used for the employee's or a family member'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 care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Definition of family member is in Appendix C and may be updated following any changes to OFLA or FMLA. The Superintendent or designee may grant use of sick leave to other individuals not listed in Appendix C.

~~Sick leave shall be utilized for personal medical, dental, and optical appointments on an hour-for-hour basis. Sick leave may be utilized for absence due to personal illness or injury and absence due to critical illness/injury of a member of the immediate family.~~

~~The immediate family shall be defined as blood relatives and in-laws, to include spouse, children (including stepchildren and children towards whom the employee stands in loco parentis), parents, grandparents, brothers, and sisters.~~

~~The following definition of family member will be used and may be updated following any changes to OFLA and FMLA. Family member means the spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same sex domestic partner, grandparent, grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of a teacher or the child of a teacher's domestic partner. A teacher's child in any of these categories may be either a minor or an adult at the time the leave is taken. The Superintendent or designee may allow other family members to be included.~~

When an employee is absent due to illness or injury compensable under workers' compensation laws, the District's obligation to pay under this sick leave article is limited to the difference between the payment received from workers' compensation and the employee's regular salary. In such instances, prorated charges will be made against accrued sick leave.

14.8 Jury Duty

If an employee is called for jury duty, he/she shall receive the regular hourly rate for the hours of work lost as a result of such duty, less the amount of monies **only if it's over \$50** (excluding mileage reimbursement which the employee keeps)

paid by the court. The employee is required to provide a copy of the check, given by the court, to payroll if it's over \$50.

Day-shift employees will be required to report for work if their jury duty ends on any day in time to permit at least two hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed jury duty more than one-half (1/2) day. Hours paid for jury duty will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

14.9 Leave Without Pay

The District may grant unpaid leaves of absence for a specific period of time up to one year when, in the District's judgment, such leaves would not hamper the District's operations. Such leaves shall not be granted for the purpose of other employment.

Upon application by a regular employee, and at the discretion of the Superintendent or superintendent designee, unpaid leave for the purpose of personal illness or injury of the employee may be granted after sick leave with pay has been exhausted.

An employee's seniority date will be adjusted for any authorized unpaid leave taken in excess of 90 consecutive calendar days, starting with the 91st calendar day. This will include unpaid leave taken during any school break periods. An employee on such leave shall maintain, but not add to, seniority and sick leave. Authorized unpaid leave less than 90 consecutive days will not have an impact on the employee's seniority. Upon return, the employee shall be returned to the same position or one of comparable pay.

All vacation and personal leave must be taken prior to approval of any unpaid leave. Unpaid leave is granted at the discretion of the District.

14.11 Association Leave

Association District employee representatives may shall be granted 160 hours of leave per fiscal year (non-cumulative) to be used as Association representatives for the purpose of representing employees under the terms of ORS 243.650 through 243.766. The cost for the Association Representative's release time (all hourly wage and related costs) shall be reimbursed to the District by the Association local OSEA Chapter 2. The District must be given prior notice of the expected leave and approval for the leave is conditioned on the District's determination that the representative's District responsibilities can be covered by the availability of a qualified substitute or other means. This paid leave time isn't work time as defined by state and federal wage and hour law and regulations.

Article 15 – Sick Leave Bank

15.6 Access to the Sick Leave Bank

Eligible employees may request sick leave from the Bank if they meet all of the following criteria:

- a. The member has exhausted all other forms of paid leave.
- b. The member has not previously accessed the Bank during the current ~~calendar school~~ year; subject to review in cases of extreme hardship.

15.7 Oversight

Requests that meet the access criteria will be forwarded to JLMC (Article 17) for review and decision-making at the next scheduled meeting after receipt by Human Resources. JLMC may approve, modify, or deny the request after consensus has been reached if possible.

If the committee fails to reach consensus, the ~~District Association president~~ shall make the final decision regarding the request. ~~If an applicant desires to appeal a rejection, he/she may file under the contract grievance procedure.~~

The District will maintain Sick Leave Bank records and ~~may~~ shall provide a bi-annual report to ~~JLMC the Association president~~ upon request.

~~JLMC The Association president~~ will review the available sick leave bank balance on a bi-annual basis to determine the need for additional member contributions. Additional member contributions will be limited to one occurrence per calendar year.

~~JLMC–The Association President will retain the right to terminate a member's membership in the Bank and/or obtain financial reimbursement from a member in the event of sick leave bank fraud or misuse.~~

Article 16 – Staff Development

- a. The maximum reimbursement amount per member shall be ~~\$750~~ \$1500 per annum, except that employees who work less than four hours per day shall be eligible for a maximum reimbursement of ~~\$375~~ \$750.
- d. A maximum District cost for classified professional development of ~~\$15,000~~ \$20,000 for each fiscal year will be approved under the terms of this agreement. If and when course work totaling the above amount has been approved, no additional tuition or fees will be paid for that year. If the annual allotment has not been used by March 1, then staff that have already received reimbursement earlier in the year may apply for additional reimbursement, if qualified. A third reimbursement may be requested before June 30, if funds are available, subject to prior approval and verification of course completion.

Article 18 – Uniforms

18.1 Food Service Employees

Food Service personnel shall receive three uniform shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.2 Maintenance Employees

Maintenance personnel shall receive three sets of pants and shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.3 Custodial Employees

Custodial employees shall receive three shirts or clothing appropriate to their trade, at the discretion of and provided by the District.

18.4 Uniform Selection and Maintenance

At the discretion of the District a new uniform may be selected. A “new uniform” is defined as any significant change in color, style, or type of fabric. The District shall meet with a committee of employees selected by the Association to choose any new uniform. If no consensus is reached, the District shall select the uniform. All uniforms are the property of the District. Employees will furnish their own laundry. Uniforms will be replaced as needed. All employees shall be required to wear such uniforms in a visible manner at all times while on duty, with the exception of special occasion days identified by building administrators, such as school spirit apparel.

Article 20 Evaluation

20.1 Evaluation

Regular employees shall be evaluated at least once each two years. Written Copies of the evaluation(s) shall be given to the employee.

Article 22 Grievances

22.2 Definitions

22.2.1 “Grievance” means a complaint by an employee, group of employees, or the Association that there has been to the aggrieved a violation of the terms of this Agreement.

22.2.2 “Aggrieved” is the person or persons who has/have the grievance and is presenting the complaint, also referred to as the complainant.

22.2.3 “Aggriever” is the person the grievance is filed against.

22.2.4 The “Party in Interest” is either the person or persons making the complaint or the person or persons against whom the complaint is made.

~~22.2.5 "Consultant" is the one who advises either party in interest.~~

22.2.6 "Representative" is the one who may speak for and/or advise a party in interest. The Association may represent the employee(s) in the grievance procedure after the grievance is signed by the aggrieved employee(s).

22.2.7 "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance.

22.2.8 "Binding Arbitration" is a decision by a single arbiter which requires compliance by both parties in interest.

22.2.9 "Days"— The terms days, when used in this Article, shall, except where otherwise indicated, mean official school workdays, except that when school is not in session it shall mean Monday through Friday, excluding holidays.

22.2.10 "Persons Officially Involved" means the Superintendent, his/her representatives ~~and/or consultants~~, the aggrieved, his/her Association representatives ~~and/or consultants~~ and witnesses.

~~22.2.11 "Association"— Any organization representing classified employees which has been elected by a majority vote of the employees in the bargaining unit.~~

22.3 General Procedures

22.3.1 Parties in interest have a right to ~~consultants or association~~ representatives of their own choosing at each level of these grievance procedures.

22.3.2 The time limits referred to in these procedures are to be considered maximums. 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 abandonment of the grievance. 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.

22.3.3 Forms for processing grievances shall be prepared by the District and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

22.3.4 If any member of an Association's Grievance Committee is a party in interest to any grievance, he/she shall not serve as the Associations' grievance representative in the processing of such grievance.

- 22.3.5 In the course of investigating any grievance, representatives of either party in interest who need to contact any employee or student in the school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- 22.3.6 Classroom and/or any other school-sponsored activities will not be interrupted for the purposes of investigating or processing grievances.
- 22.3.7 Students will not be involved in the investigation or process, except where their role is one of “key witness” and their involvement is necessary for the presentation of the case.
- 22.3.8 All parties in interest will process grievances after the regular workday or at other times which do not interfere with assigned duties.
- 22.3.9 Each grievance shall have to be initiated within ten 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 he/she must initiate action within the ten days following his/her first knowledge of the cause; in failing to thus initiate action, he/she will be considered to have no reasonable grievance.
- 22.3.10 Financial Responsibility. Each party shall pay any and all costs incurred by said party. The cost of the arbitrator in binding arbitration shall be borne equally by both parties.

22.4 Levels of Grievance

- 22.4.1 Informal. The aggrieved will first discuss his/her grievance with his/her principal or supervisor, with the objective of resolving the matter informally.

Such discussion must be requested within ten days following the act or condition which is the basis of his/her complaint, or, if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten days of the first such knowledge.

- 22.4.2 Level One. If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may, within ten days after the discussion provided for above, reduce the grievance to writing and sign it. This grievance must, within the same ten-day period, be filed with his/her principal or other immediate superior who has administrative authority to act. This complaint shall set forth the facts and contract Article upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall

communicate his/her decision in writing within five days to the aggrieved. Within five days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Director of Human Resources.

If a grievance is filed, the circumstances of which similarly affect more than one employee, the names of such employees so affected shall be listed and the grievance processed as a group grievance.

22.4.3 Level Two. Appeals to the Superintendent or designee shall be heard within ten days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five days prior thereto to the aggrieved, his/her **association** representative, or any other persons officially involved in the grievance.

Attendance at the hearing of appeal shall be restricted to persons officially involved. Parties in interest may elect to call witnesses who shall appear individually at the hearing.

Within ten days of the hearing the appeal, the Superintendent or his/her designee shall communicate to the parties involved and their official representatives his/her written decision, which shall include supporting reasons thereof.

If the aggrieved is not satisfied with the decision of the Superintendent or his/her designee, he/she may file a written appeal with the Superintendent or his/her designee within five days from the receipt of the Superintendent's or his/her designee's decision. The appeal shall state the aggrieved's reasons for appealing the decision of the Superintendent or his/her designee and request appeal to Level Three, Arbitration.

22.4.4 Level Three. Only **the Superintendent or his/her designee or the Association** may carry the grievance procedure to Level Three. Only the specific grievance as filed at Level One may be submitted to Arbitration.

22.4.5 Arbitration. Within five days of receipt of the appeal, the Superintendent or his/her designee and the aggrieved shall select a mutually acceptable arbitrator. If this is not done, the parties shall, on the sixth day, initiate a request to the **State Mediation and Conciliation Service Employee Relations Board** for a list of five names. The party to strike the first name shall be determined by coin flip and the losing party shall strike one name. This process will be repeated. The one remaining shall be the arbitrator. The hearing shall be conducted in a manner agreed to by the parties or, failing such agreement, as determined by the arbitrator.

The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision or award of the arbitrator shall, within the scope of his/her authority, be final and binding on both parties.

No issues whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement. In case of a grievance involving any continuing or other money claim against the District, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten days prior to the date when such grievance shall have first been presented.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Association, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Article 23 Safety (new)

The Association and District believe the work environment for bargaining unit members should be free of unreasonable risk to bargaining unit members' health and safety.

1. The Association and the District recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and therefore are a mutual obligation.
2. Any employee who is required to work in situations that may carry potential for serious bodily injury shall receive information on their potential work environment and training for such duties and/or situations. Training and any associated costs shall be paid for by the District in accordance with state and federal law.
3. Unsafe or unhealthful practices and conditions should be called to the attention of those responsible, whether employer or employee, and once so identified should be investigated and resolved as soon as possible in accordance with District policy, established protocols, and state and federal safety laws.
4. If a bargaining unit member is assaulted or threatened in connection with District employment, the bargaining unit member will immediately notify the principal and/or their supervisor and will complete the district's incident report form. Copies of this form will be available in each building and online. The employee will be offered an additional 15 minute break after such incidents.
5. Any bargaining unit member who believes that an assigned duty is unsafe or is injured shall report this information to the building principal and/or supervisor. The bargaining unit member may be assigned or request to be assigned other duties pending investigation at the discretion of the Superintendent or Human Resources Director. There will be no loss of pay or any other retaliation for asserting the right to report.
6. If any student is causing injury to staff members on a patterned or routine basis, the school administration or employee subject to injury may request to convene a response team in order to review and update the student's safety plan.
7. The Association president and one standing designee will be a member of the district's safety committee.

Appendix C

For the purpose of bereavement and sick leave the following chart outlines the family member and type of leave that can be used.

<u>Family Member* Type</u>	<u>Bereavement</u>	<u>Sick Leave</u>
Spouse/Domestic Partner	X	X
Child (includes foster child, child of domestic partner)	X	X
Anyone you are in loco parentis for (in the place of a parent)	X	X
Unborn Child	X	
Parent (Mother/Father, includes parent of domestic partner)	X	X
In-law (Mother/Father)	X	X
Brother/Sister	X	X
Brother/Sister-in-Law	X	
Grandparents	X	X
Grandchildren	X	X
Aunt	X	
Uncle	X	
Niece/Nephew	X	
Cousin(s)	X	
Current student of teacher	X	

*Definition of family member may be updated following any changes to OFLA and FMLA.

The Superintendent or designee may grant use of leave to other individuals not listed above. The request can be made directly to the Human Resources (HR) Department or through the building office to the HR Department.

Appendix D: Extra-Duty Pay

	Column I (1-3 years)	Column II (4 or more years)
A		
Band Director	\$4,190	\$6,174
Baseball Coach		
Basketball Coach		
Cheerleading Coach (includes competition)		
Drama		
Football Coach		
Soccer Coach		
Softball Coach		
High School Track Coach		
Volleyball Coach		
Wrestling Coach		
Assistants @75%	\$3,143	\$4,631
B		
Cross Country Coach (HS)	\$3,032	\$4,631
Cheerleading Coach (no competition)		
Dance Team Coach		
Orchestra		
Swimming Coach		
Vocal Music		
Assistants @75%	\$2,274	\$3,473
C		
Golf Coach	\$2,404	\$2,911
High School Newspaper Advisor		
High School Yearbook Advisor		
Middle School Track		
Middle School Cross Country		
Middle School Band		
Middle School Drama		
Middle School Orchestra		
Middle School Vocal Music		
Speech and Debate Coach		
Tennis Coach		
Assistants @75%	\$1,803	\$2,183
D		
High School Class Advisors	\$717	\$1,257
Literary Magazine		
National Honor Society		
Assistants @ 75%	\$538	\$942

**The drama stipend expectation is based on a minimum two productions per year. Half the stipend will be paid for one production.*

Appendix A Classified Job Families and Salary Range

Classification Family	Salary Range	Classification Family	Salary Range
Food Service		Stand Alone Positions	
Food Service Assistant*	4	Public Access Partnership Support	12
Food Service Specialist*	5	Special Education Autism Assistant	13
Lead Baker*	7	Special Education Behavior Assistant	13
Kitchen Manager	9	Bilingual Student and Family Advocate 1	15
Catering Manager	9	Bilingual Student and Family Advocate 2	17
Central Kitchen Manager	12	Speech Language Pathologist Assistant	19
Food Service Foreman	17	Brailist; Translator	19
		Electrician Specialist	23
Clerical		Student Behavior	
Secretary	6	Student Behavior Assistant	9
Administrative Assistant 1	7	Student Behavior Support 1	10
Health Service Assistant	9	Student Behavior Support 2	12
Administrative Assistant 1 – Elementary Office/Middle School/HS (attendance)	9	Campus Behavior Support	13
Administrative Assistant 2	10	Student Campus Behavior Support 3 - grandfathered	16
Registrar 1	12		
Career Center Specialist	12	Maintenance	
Administrative Assistant 2/Office Manager	13	Maintenance 1	7
Administrative Assistant 3	13	Lead Maintenance	8
Registrar 2	13	Warehouse Delivery	10
Administrative Assistant 3/Office Manager	14	Campus Steward 1 (Elementary)	12
		Campus Steward 2 (Middle School)	13
Business		Maintenance 2	13
Fiscal Clerk 1	8	Campus Steward 3 (High School)	14
Fiscal Clerk 2	11	Maintenance 3	17
Fiscal Clerk 2/Office Manager	13	Maintenance 4	18
Accounting Specialist - Accounts Payable	14	Maintenance Foreman	19
Payroll/Benefit Specialist	18		
Staff Account	19	Technology	
		Technology/Computer Lab Assistant 1 (bldg)	10
Instructional Assistants		Technology/Computer Lab Assistant 2 (bldg)	11
Child Care Provider	4	Information Services Training and Support	12
Educational Assistant 2	9	Information Services Technical Support 1	14
Educational Assistant 3	11	Information Services Technical Support 2	18
Educational Assistant Life Skills	12	Information Services Technical Support 3	23
School-to-Career Transition Specialist	12		
		Library	
Assessment		Library Media Assistant 1	7
Assessment Technician	11	Instructional Media Center Assistant 1 (CIMC)	7
District Assessment and Data Specialist	14	Library Media Technician	10
		Instructional Media Center Assistant 2 (CIMC)	10

*Baking position receives shift differential per Article 10.13

Appendix B Classified Salary Schedule July 1, 2019 through June 30, 2020

Range	Step 1	Step 1.5	Step 2	Step 2.5	Step 3	Step 3.5	Step 4	Step 4.5	Step 5	Step 5.5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
4	12.54	12.80	13.09	13.38	13.67	13.98	14.30	14.61	14.93	15.27	15.62	15.90	16.19	16.48	16.72	16.94	17.17	17.41	17.64	17.89			
4B*	12.89	13.15	13.44	13.73	14.02	14.33	14.65	14.96	15.28	15.62	15.97	16.25	16.54	16.83	17.07	17.29	17.52	17.76	17.99	18.24			
5	13.09	13.38	13.67	13.98	14.30	14.61	14.93	15.27	15.62	15.97	16.34	16.63	16.93	17.24	17.47	17.72	17.95	18.20	18.45	18.70			
5B*	13.44	13.73	14.02	14.33	14.65	14.96	15.28	15.62	15.97	16.32	16.69	16.98	17.28	17.59	17.82	18.07	18.30	18.55	18.80	19.05			
6	13.66	13.97	14.29	14.60	14.92	15.26	15.61	15.96	16.33	16.70	17.07	17.39	17.71	18.02	18.28	18.52	18.79	19.04	19.31	19.57			
7	14.27	14.59	14.91	15.25	15.60	15.94	16.30	16.67	17.04	17.44	17.84	18.17	18.50	18.84	19.10	19.36	19.64	19.90	20.18	20.45			
7B*	14.62	14.94	15.26	15.60	15.95	16.29	16.65	17.02	17.39	17.79	18.19	18.52	18.85	19.19	19.45	19.71	19.99	20.25	20.53	20.80			
8	14.91	15.25	15.60	15.94	16.30	16.67	17.04	17.44	17.84	18.26	18.68	19.02	19.37	19.73	20.00	20.28	20.57	20.84	21.15	21.43			
9	15.59	15.93	16.29	16.66	17.03	17.43	17.83	18.25	18.67	19.10	19.54	19.90	20.27	20.66	20.93	21.23	21.53	21.82	22.13	22.43			
10	16.29	16.66	17.03	17.43	17.83	18.25	18.67	19.10	19.54	20.00	20.46	20.84	21.24	21.63	21.93	22.24	22.55	22.86	23.20	23.52			
11	17.02	17.42	17.82	18.24	18.66	19.08	19.53	19.99	20.45	20.93	21.42	21.82	22.23	22.64	22.94	23.28	23.61	23.94	24.28	24.61			
12	17.81	18.23	18.65	19.07	19.52	19.98	20.44	20.92	21.41	21.90	22.41	22.84	23.27	23.71	24.03	24.37	24.73	25.06	25.43	25.79			
13	18.63	19.04	19.48	19.92	20.38	20.85	21.34	21.84	22.35	22.87	23.40	23.84	24.29	24.75	25.08	25.45	25.81	26.17	26.54	26.93			
14	19.48	19.92	20.38	20.85	21.34	21.84	22.35	22.87	23.40	23.95	24.51	24.97	25.44	25.92	26.29	26.64	27.03	27.42	27.82	28.18			
15	20.38	20.85	21.34	21.84	22.35	22.87	23.40	23.95	24.51	25.08	25.67	26.15	26.64	27.14	27.53	27.93	28.34	28.71	29.13	29.55			
16	21.32	21.82	22.33	22.85	23.38	23.93	24.49	25.06	25.65	26.27	26.89	27.40	27.92	28.45	28.86	29.25	29.66	30.09	30.53	30.97			
17	22.31	22.83	23.36	23.90	24.47	25.04	25.62	26.25	26.87	27.49	28.13	28.66	29.20	29.76	30.18	30.62	31.06	31.51	31.95	32.40			
18	23.35	23.89	24.46	25.03	25.61	26.24	26.86	27.48	28.12	28.79	29.48	30.04	30.61	31.20	31.65	32.10	32.56	33.02	33.50	33.97			
19	24.45	25.02	25.60	26.22	26.85	27.47	28.11	28.77	29.47	30.15	30.87	31.46	32.06	32.67	33.14	33.62	34.09	34.58	35.08	35.58			
20	25.59	26.21	26.84	27.46	28.10	28.76	29.46	30.14	30.86	31.60	32.34	32.96	33.61	34.24	34.73	35.23	35.74	36.24	36.76	37.29			
21	26.81	27.44	28.08	28.73	29.44	30.12	30.84	31.58	32.32	33.11	33.89	34.55	35.21	35.87	36.39	36.91	37.46	38.00	38.54	39.09			
22	28.07	28.72	29.43	30.11	30.83	31.57	32.31	33.09	33.87	34.70	35.52	36.20	36.89	37.60	38.14	38.70	39.25	39.81	40.39	40.97			
23	29.41	30.09	30.80	31.55	32.29	33.06	33.85	34.68	35.49	36.34	37.21	37.93	38.65	39.39	39.95	40.54	41.12	41.71	42.32	42.93			
												2% between increments									1.5% between increments		

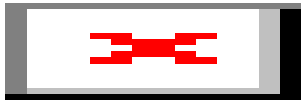
5% between ranges

2.5% between steps

Longevity increases (step 6-15) effective every three years

\$1.50 COLA

*** Baking (B) positions receive \$0.35 shift differential per Article 10.13.**



IV. SUPPORT FOR BENTON COUNTY 9-1-1 SERVICE DISTRICT



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Vincent Adams, School Board Member
Meeting Date: September 4, 2019

Support for Benton County 911 Service District **ACTION REQUESTED**

Background

On August 15, 2019, the Corvallis School Board received public testimony from Benton County Commissioner Xan Augerot on the proposal referred to the voters to establish a taxing district to fund 911 services. If approved, the district would provide essential funding for emergency services dispatch for all communities and people that reside within Benton County. This service also includes coordinating mutual aid responses with neighboring jurisdictions, coordinating air ambulance responses, and dispatching for the U.S. Forest Service and the Oregon Department of Forestry.

The service district, if approved, would equitably share the cost of providing 911 services throughout Benton County. The existing 911 agreement dates back to 1983 and has remained largely unchanged even as the population of Benton County has increased 24% in the past 35 years. The 911 center experienced a rise in the use of mobile phone technology and a 132% increase in dispatched calls for service over the past three decades. The number of calls dispatched within 60 seconds – a common industry benchmark – has changed from 93% in 2006 to 71% in 2018. The proposed 911 district, if approved, would provide funding to hire 11 additional dispatchers and upgrade equipment at CRCC. Additional staffing and equipment upgrades would reduce response times, and improve communication and situational awareness.

It is permissible for school boards to opine on local measures with the stipulation that such action does not use public resources beyond the administration of board meetings.

Involvement

Vincent Adams (sponsor).

Cost Impact

None

ACTION REQUESTED:

Provide the authority to sign an endorsement form for Measure 2-124 Establish Benton County Service District for 911 Emergency Communications Services on behalf of the Corvallis School Board, and communicate the Board's support for the measure.

MOTION REQUESTED:

“I move that the Corvallis School Board Chair shall, as needed, communicate the Board’s endorsement for Measure 2-124 Establish Benton County Service District for 911 Emergency Communications Services, and has the authority to sign documents to this effect.”

Proposed 911 Service District for Benton County *Frequently Asked Questions*

In November 2019, Benton County voters will have an opportunity to consider a proposed service district to support emergency 911 dispatch services throughout Benton County, Oregon.

If approved, the new district would replace the existing 911 agreement that dates back to 1983. Emergency telecommunications have evolved in both technological and service capabilities in the 35 years since the original agreement was put into place. This resource answers some common questions about the proposed service district and how it would affect communities in Benton County if the measure passes.

Q: How are 911 services delivered in Benton County?

A: The Corvallis Regional Communications Center (CRCC) provides 911 emergency telecommunications and dispatch services for an area of about 726 square miles, which encompasses most of Benton County. This includes services to the following emergency agencies:

- Adair Rural Fire Protection District
- Alsea Rural Fire Protection District
- Benton County Sheriff's Office
- Blodgett Rural Fire Protection District
- Corvallis Fire Department (Including the Corvallis Rural Fire Protection District)
- Corvallis Police Department
- Hoskins/Kings Valley Rural Fire Protection District
- Monroe Rural Fire Protection District
- Philomath Police Department
- Philomath Rural Fire Protection District

This service also includes coordinating mutual aid responses with neighboring jurisdictions, coordinating air ambulance responses, and dispatching for the U.S. Forest Service and the Oregon Department of Forestry.

CRCC operates a multi-million dollar emergency communications system throughout the county. If approved, the district would allow this equipment to be maintained to industry standards, improving response capabilities for emergency responders.

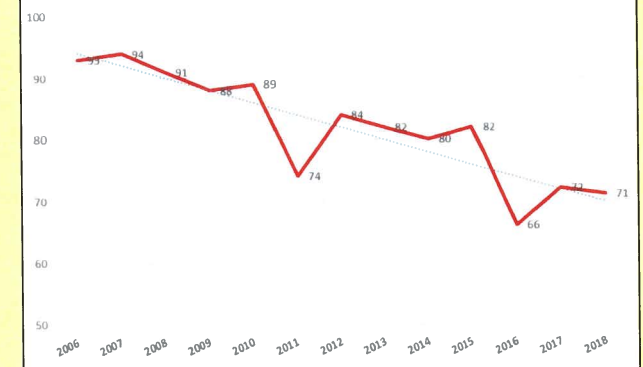
Q: Why are voters being asked to consider a new service district?

A: The service district, if approved, would create a new model for sharing the cost of providing 911 services throughout Benton County.

The existing 911 agreement dates back to 1983 and has remained largely unchanged even as the population of Benton County has increased 24% in the past 35 years. The 911 center experienced a 132% increase in dispatched calls for service over the same time period.

In addition, the number of calls dispatched within 60 seconds – a common industry benchmark – has changed from 93% in 2006 to 71% in 2018. The proposed 911 district, if approved, would provide funding to hire 11 additional dispatchers and upgrade equipment at CRCC. Additional staffing and equipment upgrades would improve response times, communications, and situational awareness.

Emergency Calls Dispatched in Less Than 60 Seconds



The number of calls dispatched within 60 seconds in Benton County has changed from 93% in 2006 to 71% in 2018.

Q: How would the district affect me, if approved?

A: If approved, the new 911 service district would appear on your Benton County property tax bill. The tax rate for the new district would be \$0.65 per \$1,000 of assessed value, which would generate about \$5.6 million annually. Funding gathered through the district would be distributed to CRCC by the Benton County Board of Commissioners.

If the district is not approved, the assessment of \$0.65 per \$1,000 of assessed value would not be made. The special taxing district would not be created, additional staff would not be hired, and the equipment upgrades would not take place. The existing 1983 inter-governmental agreement for 911 services would remain in place.

Q: Why was this measure referred to the voters?

A: CRCC began exploring the possibility of developing a 911 service district for Benton County following a report produced in 2012 by ESCI Inc., and the 2018 Benton County Criminal Justice System Assessment.

Over the last 18 months, CRCC delivered presentations about the proposed 911 service district to communities throughout Benton County, including the following municipalities and organizations:

- Adair Village
- Alsea Rural Fire Protection District
- Benton County
- Corvallis
- Monroe
- Philomath

Similar districts were passed by voters in Deschutes County and Hood River County to support 911 services in those areas.

Q: What's next?

A: The proposed 911 service district will appear on the ballot on November 5, 2019. Once the ballot measure for the service district is certified for the ballot (likely in August), public employees (including those working for Benton County or the City of Corvallis) will be prohibited from engaging in political advocacy while on the job during working hours or otherwise acting in their official capacity. To register to vote or check your status, go to www.oregonvotes.gov.

For More Information

**Xan Augerot, Benton County
Commissioner**

Xanthippe.Augerot@Co.Benton.OR.US
541-766-0180

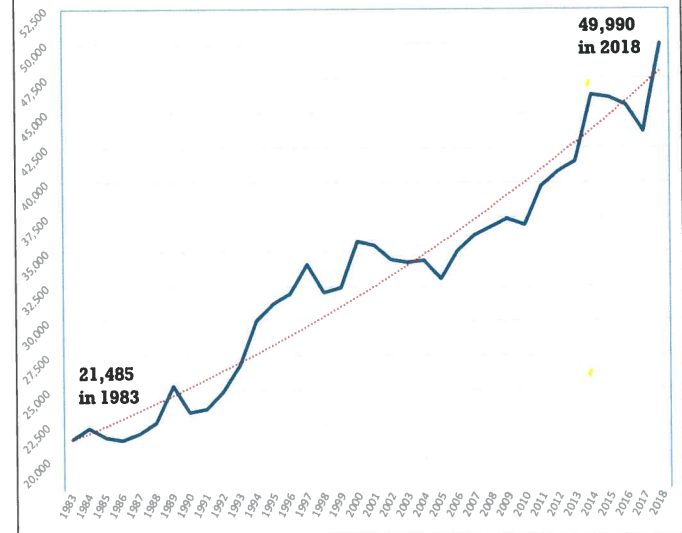
Jon Sassaman, Corvallis Police Chief

Jon.Sassaman@corvallisoregon.gov
541-766-6791

www.co.benton.or.us/911district

This information, except for the website link, was reviewed by the Oregon Secretary of State's Office for compliance with ORS 260.432.

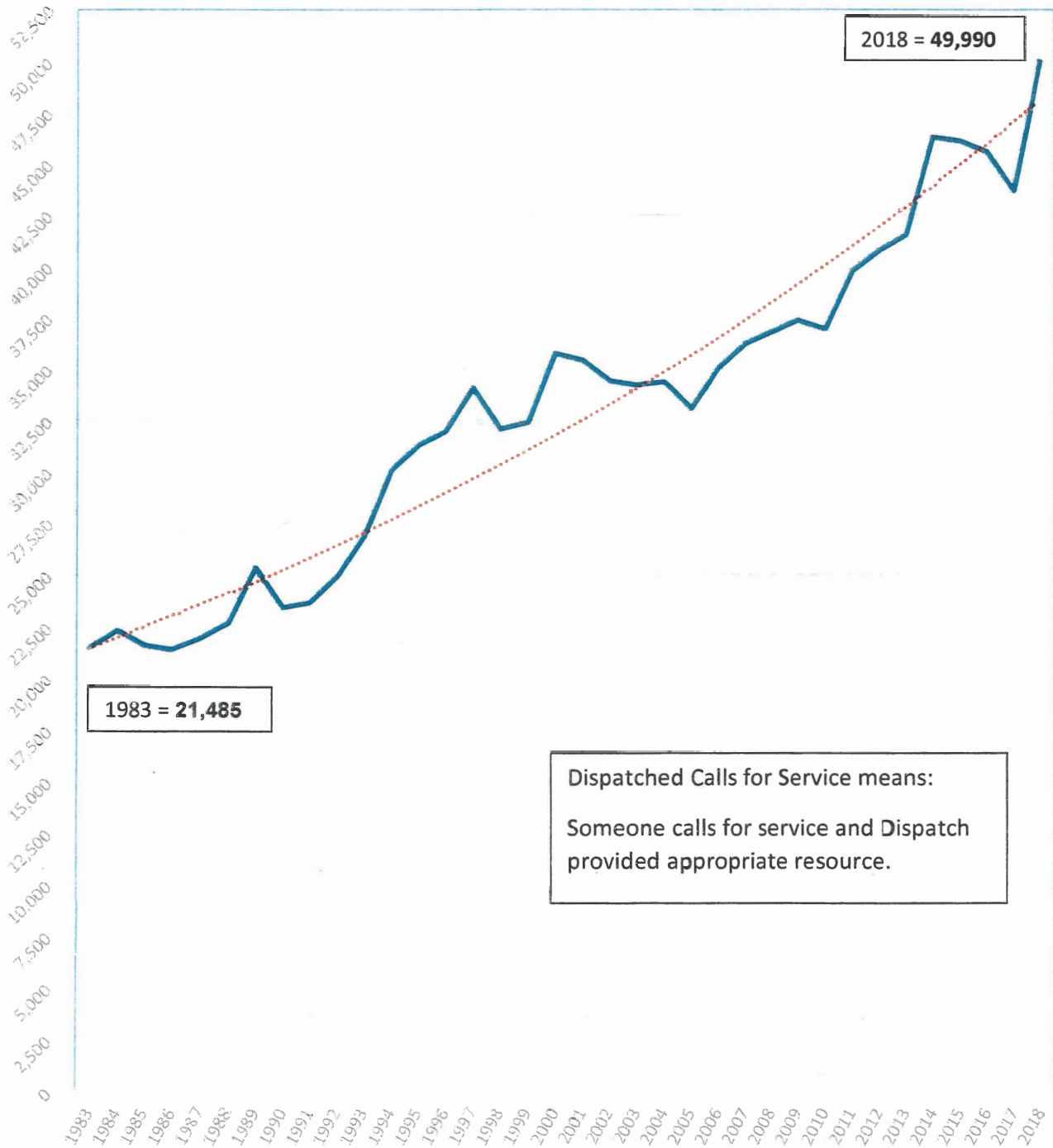
Dispatched Calls for Service 1983 - 2018



The 911 Center has experienced a 132% increase in dispatched calls for service over the last 35 years.



CORVALLIS REGIONAL COMMUNICATIONS CENTER DISPATCHED CALLS FOR SERVICE 1983-2018



Dispatched Calls for Service means:
Someone calls for service and Dispatch provided appropriate resource.

NOTE: 2018 Calls for Service = 49,990. This represents the highest number in CRCC history.



CORVALLIS REGIONAL COMMUNICATIONS CENTER
Cell Phone vs Land Line

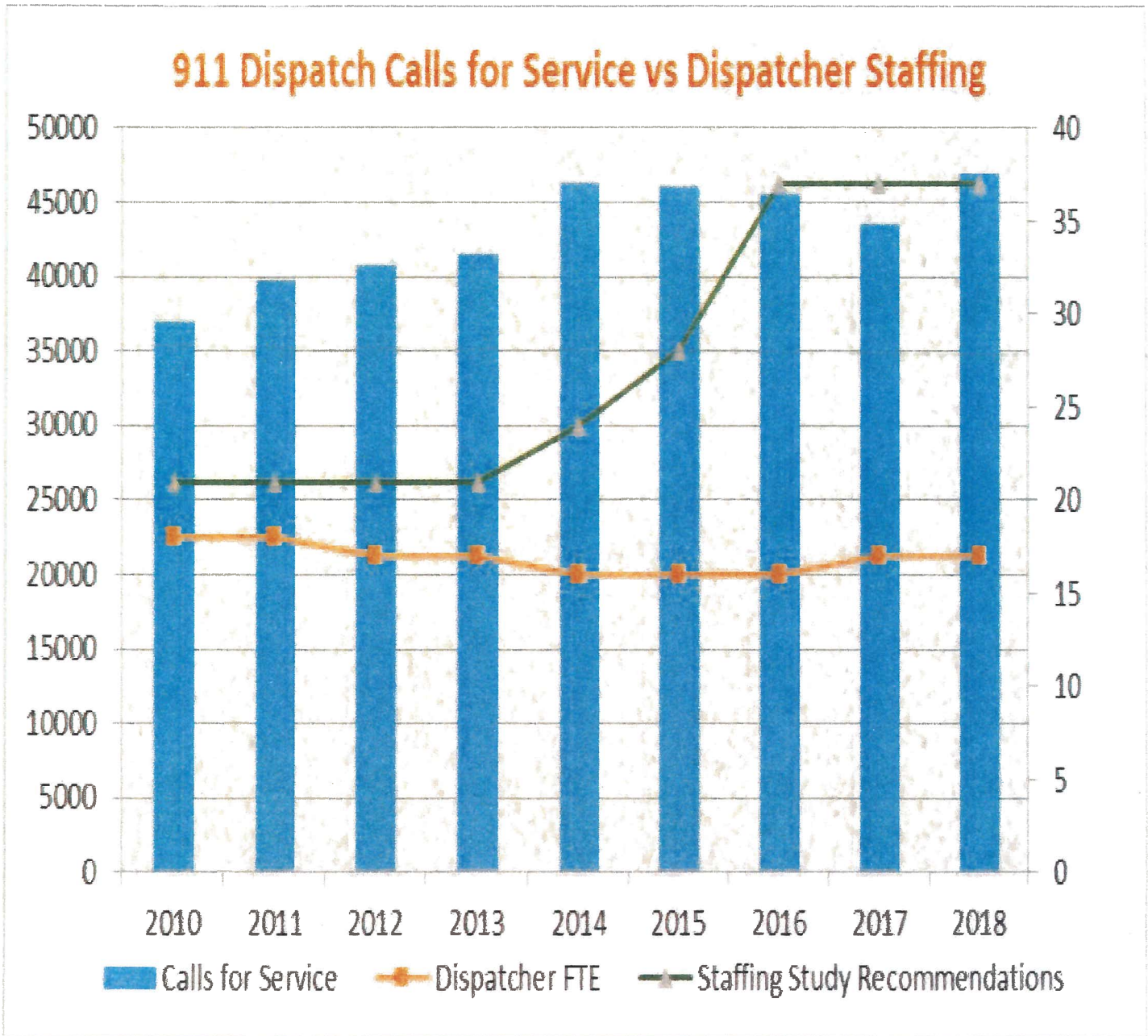


This flip between 2012 and 2013 is believed to be caused by the increase of smart phones and family plans thereby reducing land line phones and increasing cell phone usage.



CORVALLIS REGIONAL COMMUNICATIONS CENTER

Dispatcher Staffing vs. 911 Dispatch Calls



Funded Dispatcher staffing levels (orange line) have not kept pace with the calls for service (blue bars), and are significantly below recommended staffing levels (green line) based on two independent evaluations (APCO and ESCI).

BC400 STATEMENT OF ENDORSEMENT FOR BENTON COUNTY VOTERS' PAMPHLET

Benton County Elections, 120 NW 4th St Rm 13, Corvallis, OR 97330 * 541-766-6756 * elections@co.benton.or.us * 541-766-6757 (fax)

Primary Election _____ General Election _____ Special Election 11/05/2019
MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY

Name of candidate:		
<input type="checkbox"/> Candidate's Statement		
<input checked="" type="checkbox"/> Measure Argument	Measure number: Z-124	Name of person(s) who furnished argument: Citizens for 9-1-1

In the endorsement box below, type or print legibly:

- Name of person as it should appear in the Voters' Pamphlet
- Title of person, if used. The person's title must be listed if it is to appear in the Voters' Pamphlet
- Name of the organization that you are authorized to represent. An organization's name should only be used if the organization is endorsing the candidate's statement or measure argument and if it is to appear in the voters' pamphlet.

ENDORSEMENT BOX

I consent to the use of my name and/or title or the name of the organization I am authorized to represent exactly as it appears in the box above.

Signature of consenting individual or representative

Date signed

Printed name of consenting individual or representative

Warning! Submitting a false signature on this statement is a violation and subject to a civil penalty of up to \$1,000

FOR OFFICE USE ONLY

BC400 STATEMENT OF ENDORSEMENT FOR BENTON COUNTY VOTERS' PAMPHLET INSTRUCTIONS

Any time you use any of the following in your candidate's statement or measure argument in Benton County Voters' Pamphlet, you must have a completed and signed BC400 Statement of Endorsement:

1. A person's name. Include the person's title, if the title is to appear in the candidate's statement or measure argument.

2. The name of person on behalf of an organization. Include the person's title, if the title is used.

3. The name of an organization. The organization's name should only be used if the organization is **endorsing** and **it is to appear** in the candidate's statement or measure argument.

Example 1: Candidate's statement language:

"The Philomath City Council unanimously endorses this candidate for Mayor."

'Endorsement Box' should contain the following: **City of Philomath City Council**. In addition, **all** Councilors on this Council must **each complete and sign** a separate 'Statement of Endorsement for Benton County Voters' Pamphlet.

Example 2: Measure argument language:

"The following sheriff supports Measure 2-###: Bill Brown, Benton County."

'Endorsement Box' should contain the following: **Bill Brown, Benton County Sheriff**.

4. Quotes from previously published sources. If the quote has been disseminated to the public before, identify it by giving the name of the publication and the date it was published. No endorsement form is needed.

Quotes from websites can be used. Include the date and website address as part of the statement. It is recommended that a printed copy from the website be maintained for your own records.

Example 1: Identifying the source of a quote:

Author Name, *Newspaper Name*, Date of publication (James Brown, *The Oregonian*, 1/22/2015)

Author Name, *Magazine Name*, Date of publication (Rob Ross, *Time Magazine*, 07/22/1999)

Author Name, *Book Title*, Date of publication (John F. Kennedy, *Profiles in Courage*, 1960)

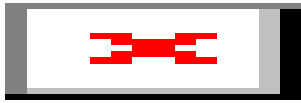
Example 2: Quotes from websites

From City of Corvallis website www.corvallisoregon.gov 07/22/2016

Completed and signed BC400 must be **submitted at the time** the voters' pamphlet candidate's statement or measure argument is filed.

Any name, title or name of organization listed on the candidate's statement or measure argument **without** a completed and signed BC400 **will be removed** (ORS251.405).

If the name, title or name of organization listed on the candidate's statement or measure argument **does not match** the contents listed in the endorsement box of BC400, it will be **edited to reflect the information provided in the endorsement box**.

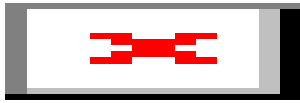


V. BOARD MEMBER COMMENTS

VI. ADJOURNMENT (7:00 p.m.)

*All times are approximate.

Note: The Chair of the Board may alter the order of business as they deem proper and necessary.



Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35th Street, Corvallis, OR 97333. E-mail may be sent to schoolboard@corvallis.k12.or.us and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –
Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705
Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at kim.nelson@corvallis.k12.or.us or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35th Street, Corvallis, OR 97333. Additional information is available on the district website.

SCHOOL BOARD MEMBERS			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714.3305
Bernie Wang	541-704-7298		

EXECUTIVE STAFF MEMBERS	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent / Human Resources Director	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Byron Bethards, Student Growth & Experience Director	541-757-5470
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841