

AGREEMENT

between

CORVALLIS SCHOOL DISTRICT 509J

and

**CORVALLIS EDUCATION
ASSOCIATION**

Effective 2015-2017



Corvallis School District 509J values the diversity and worth of all individuals and groups and is an equal opportunity educator and employer. It is the policy of the district that there will be no discrimination or harassment of individuals or groups on the grounds of age, citizenship, color, disability, marital status, national origin, race, religion, sex, or sexual orientation in any educational programs, activities, or employment.

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Article 1—Status of Agreement

A. Recognition

This Agreement is entered into by and between the Board of Directors of the Corvallis School District 509J (hereinafter referred to as the "District") and the Corvallis Education Association (hereinafter referred to as the "Association").

The District recognizes the Association as the exclusive representative for all teachers of the Corvallis School District within the bargaining unit defined as all full and part-time TSPC-licensed teaching personnel (including counselors and librarians), speech therapists, and nurses employed by the District on matters of salaries, related economic policies, and other conditions of employment. Excluded from the bargaining unit are: all principals and assistant principals, administrators in positions that require a TSPC administrator license, supervisors and substitute teachers. All bargaining unit members are referred to as "teacher" or "teachers."

B. Waiver/Maintenance of Standards

This document represents the full agreement between the parties and shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which are contrary to these terms. Both the District and the Association waive the right to bargain upon any subject or matter during the life of this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was executed except as described below in this paragraph. Furthermore, all terms and conditions of employment not covered by this Agreement shall continue to be subject to the direction and control of the District.

However, neither the foregoing, nor anything else in this Agreement, shall be interpreted and/or applied in a way that deprives members of the bargaining unit of any established benefit which is a mandatory subject of bargaining, unless the benefit has been specifically eliminated by this Agreement.

C. Savings

If any provision of this Agreement is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such court, the remainder of the Agreement shall not be affected thereby and, upon request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

D. Individual Contracts

The provisions of this Agreement take precedence over inconsistent provisions of individual teacher contracts.

E. Termination

This Agreement takes effect on July 1, 2015 and remains in effect through June 30, 2017.

By January 15 of the year in which this Agreement terminates, both parties agree to have assembled bargaining teams and to have conducted a first meeting to identify issues of concern to each party. Proposals will be exchanged by March 1, thus commencing the 150 days of table bargaining required by ORS 243.712. The timelines in this paragraph may be amended by mutual agreement of the parties and should not be construed to limit the parties' ability to enter into any non-traditional bargaining processes or to adjust as necessary to meet unexpected challenges such as delayed state school funding projections.

This Agreement shall automatically be extended unless either the District or the Association gives ten days' notice terminating the Agreement or its successor is put into effect.

F. Temporary Teachers

The terms in the Agreement Articles 14 (Transfers and Vacancies), 15 (Layoff and Recall), and 16.H. (Other Leaves) do not apply to temporary teachers.

Article 2—Non-Discrimination

The District and the Association agree that they shall not discriminate against any teacher because of age, race, religion, sex, sexual orientation, disability, national origin, marital status, residence, or membership or non-membership in the Association. Any alleged violation of this Article shall be processed through the appropriate outside agency or court and not through the Grievance Procedure in this Agreement. However, if no outside agency or court claims jurisdiction over discrimination as to residence, then the grievance procedure, Article 17 shall apply.

Article 3—Payroll Deductions

A. Deductions

The District agrees to deduct from the salaries of its regular teachers:

1. Association dues which include CEA, OEA, and NEA dues.
2. Premiums for Board-approved insurance programs and annuities, except that each such present program and annuity with less than ten participants shall not be open to new enrollment, and no new deduction shall be established unless at least ten teachers have authorized payroll deductions.
3. Payments to the Benton County Schools Credit Union.
4. Contributions to the United Way.

B. Pay Installments

Teachers will receive their annual compensation in twelve equal monthly installments.

C. Direct Transfer of Funds

The District agrees to make available direct deposit of payroll to designated local commercial banks and savings and loan associations. A list of all sources of pay and payroll deductions shall be provided to those teachers who authorize direct transfer of funds.

D. Hold Harmless

The Association agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of the above provisions. The District and the Association agree to reimburse any money paid in error within 30 days of notification of such error.

Article 4—Fair Share

A. In Lieu of Dues

The District and the Association agree to a fair share agreement, and, in accordance with such, it is agreed that each teacher who is a member of the bargaining unit herein defined, but is not a member of the Association, shall pay an in-lieu-of-dues amount to the Association. This amount shall be equivalent to the full, regular dues (including CEA, OEA, and NEA) paid by the Association members.

The District agrees to deduct an amount equal to the monthly dues paid by members of the Association beginning with the paycheck issued in October and continuing for a total of nine consecutive months.

Teachers hired after the beginning of school shall have such deductions prorated according to the portion of the year employed.

These deductions shall be remitted to the UniServ Office as per past practice.

B. Religious Exemption

In accordance with the intent of ORS 243.666(1), if a teacher certifies to the Association in writing the presence of bona fide religious tenets or teachings in a church or religious body of which such teacher is a member, the provisions of Section A. above shall not apply. Such teacher shall pay an amount equal to the full, regular dues to the United Way or a charity or charitable organization mutually agreed upon by the teacher and the Association. The teacher shall provide written proof to the District and the Association that this has been done.

C. Hold Harmless

The Association shall hold the District harmless from any claims of an objecting non-member that the payroll deduction or the amount of the deduction is unlawful. This hold-harmless agreement shall be effective provided the District (1) gives notice within 30 days of any such claim, (2) tenders to the Association the defense of any claim, and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

Article 5—Association Rights

A. School Courier

Inter-school courier facilities and teacher boxes may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing official. The Association will hold the District harmless against any claims or suits brought against the District on account of this provision providing the District notifies the Association in a timely manner of any potential claim or suit.

B. School Facilities

School facilities may be used for Association meetings, provided that such meetings shall not interfere with normal school operations and are limited to District staff and their representatives. Arrangements for such use shall be made directly with the building principal, and the Association shall designate a District teacher responsible for the facility and reimburse the District for any out-of-pocket costs incurred.

C. School Equipment

The Association shall have the right to use school equipment, such as computers, photocopying machines, and all types of audio-visual equipment, when such equipment is not otherwise in use. Arrangement for such use shall be made directly with the building principal, and the Association shall designate a District teacher responsible for the equipment. The Association shall pay for consumable supplies used and any repairs necessary as a result of its use.

D. Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. All such posted material shall be clearly identified as originating from the Association.

E. Announcements

Upon request, an Association representative shall be allowed to make brief announcements at the conclusion of faculty or other professional meetings.

F. Information

The Association will be provided with the names and addresses of new teachers on a timely basis. Other public information shall be available to the Association.

Article 6—District Rights

The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. By way of illustration, such powers, rights, authority, duties and responsibilities shall include but are not limited to:

- A. The executive management and administrative control of the school system and its properties and facilities.
- B. The determining of qualification, conditions of employment, dismissal, and promotion of all teachers subject only to the provisions of law and the specific provisions of this Agreement.
- C. The right to contract or subcontract work. Although the Board has no current plans to subcontract out bargaining unit work, should the District propose to enter into a subcontracting arrangement which would displace current bargaining unit personnel, prior to entering into that subcontracting arrangement, the District agrees to bargain the impacts of such an arrangement, upon a timely demand to bargain from the Association.

The exercise of the foregoing powers, rights, authority, duties and responsibilities and the adoption of policies, rules, regulations, and practices shall be limited only by the specific and express terms of the Agreement.

Article 7—Performance Review

- A.** The District will follow the requirements of ORS 342.850 for teacher evaluations, hereinafter referred to as performance reviews. An evaluation handbook will be collaboratively developed by the district and association.
- B.** Additional performance reviews may be conducted at the request of the teacher or at the discretion of the District.
- C.** A performance review conference with the teacher shall precede the submission of any formal written performance review document(s) to the Human Resources Office.
- D.** Performance review procedures shall be in accordance with minimum fairness procedures intended to insure teacher notice of and the opportunity to be heard and the opportunity to respond to performance review reports. Teachers shall have the right to timely notice as to the basis(es) for performance reviews, and the results of performance reviews, the right to have evaluative statements reduced to writing, the right to file teacher objections to performance review reports. Teachers will be informed of the annual schedule for observations and performance review(s).
- E.** The performance review process required by ORS 342.850(2)(a) shall be developed in collaboration with teachers belonging to and appointed by the Association.
- F.** The criteria for performance review shall be clearly defined. The District will post the current procedural guidelines on the district web site.
- G.** A formal performance review will be conducted for a contract teacher prior to the contract teacher being placed on a Plan of Assistance for a deficiency described as inefficiency, neglect of duty, inadequate performance, or failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth.
- H.** If a teacher is to be notified of the teacher's placement on a program of assistance, the teacher shall be given 24 hours' written notice prior to the meeting and shall be entitled to representation, including pre- and post-performance review conferences under the program of assistance to advise the teacher. The terms of Section H. only apply to a teacher on a program of assistance.
- I.** When a teacher is expected to be placed on a program of assistance, the teacher will be told that the Association president will be informed of the teacher's expected program of assistance unless the teacher asks that the Association not be informed.
- J.** The District and the Association will each appoint up to four representatives to review the teacher evaluation process, monitor the implementation of the evaluation process, and when needed, develop recommendations for the evaluation handbook. For the length of

this agreement, this committee will generally meet four times a year, but minimally twice per year.

- K.** The District will make every reasonable effort to provide the teacher performance review required by law on or before the Friday before the last student day of school of the evaluation year.
- L.** Teachers shall be notified of their evaluator(s) prior to the commencement of the annual performance review.

Article 8—Personnel Files

- A.** The official personnel file on all teachers as well as any official electronic evaluation file, such as TalentEd, is confidential, shall be kept in secure electronic storage and/or the District Human Resources Office, and shall contain all material deemed relevant by the District to the teacher's employment. Access shall be limited to the teacher, teacher designees, Board (when relevant to personnel actions), Superintendent, and teacher's administrative supervisor(s).
- B.** At the request of the teacher, any information in the personnel file which was used or has been used to determine the teacher's qualification for employment, termination, or other disciplinary action shall be made available for inspection.
- C.** No evaluation document, disciplinary document or complaint will be placed into a teacher's personnel file without a copy first being given to the affected teacher. Normally, proof that a copy has been given to the affected teacher will be accomplished by obtaining the teacher's signature on the file copy. This signature does not necessarily indicate agreement with the contents therein. A teacher may attach a written statement to any materials in the personnel file.
- D.** A teacher shall have the right upon request to review the contents of his/her personnel file and to receive a copy of any document contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such a review.
- E.** At the teacher's request, a consultation will occur with the Superintendent or designee with respect to what materials should be retained in or added to the teacher's personnel file. If the teacher and the Superintendent or designee cannot agree upon whether or not a particular item should be retained in or added to the personnel file, the Superintendent shall make a final determination.
- F.** In the event the District removes a document or electronic evaluation document from a teacher's personnel file, the document will be returned to the teacher and/or the teacher will be notified.

Article 9—Complaint Procedure

A. Determination of Merit

If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstances.

1. If the principal intends to make a record in the performance review report of a complaint received concerning the teacher;
2. If the principal intends to place a record of such complaint in the teacher's personnel file;
3. If, in the principal's judgment, such complaint is sufficiently relevant to the teacher's performance as to indicate the desirability of a conference.

If the complaint is to be discussed with the teacher, the teacher shall be notified in advance of the purpose of the meeting and shall have the right to representation present at such a discussion.

B. Conference

Pursuant to Section A. above, a conference shall be held with the teacher within ten working days after the complaint is made to the administration. The complainant or administrator shall present to the teacher all available information, including the name of the person(s) making the complaint, the complaint in writing, and the requested remedy, if any.

C. Limitation

Any such complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's performance review and shall not be used against the teacher in any subsequent action by the District.

D. Personnel File

The teacher shall have the right to attach a written statement to any written documents placed in the personnel file.

E. Non-Discrimination

A teacher shall not discriminate in any way against a student who may be directly or indirectly involved in the communication of a complaint.

Article 10—Discipline

A. Just Cause

No teacher shall be disciplined without just cause and due process.

1. Due Process

For purposes of this Article, due process shall require that the following be honored if disciplinary action is being considered.

- a. Before any decision to take disciplinary action is finalized, the following shall occur:
 - (1) The teacher will be informed of the charges in writing and given the information that is the basis for possible disciplinary action.
 - (2) After the teacher has been informed of the charges, he or she shall have the opportunity to meet and discuss the matter with the supervisor who initiated the charges. If the teacher chooses to meet with the supervisor to discuss the charges, he/she shall be allowed to have a representative of the Association present.
- b. After the decision is made, the teacher shall be given written notification thereof. If the decision is adverse to the teacher, the teacher shall have the opportunity to include a statement in his/her defense in his/her personnel file.

2. Just Cause

For purposes of this Article, just cause shall require that no teacher shall be suspended without pay, denied an incremental or longevity step increase, or given a written reprimand without just cause. If a question as to just cause exists, it may be resolved by submission to binding arbitration pursuant to the provisions of Article 17, Grievances.

B. Limitations

1. Except as provided for in Section C. of this Article, and except for the provisions in B.2 below, the dismissal, non-renewal or nonextension of any teacher in the bargaining unit shall be subject only to the requirements set forth in ORS 342.805-342.934 and shall not be governed by the terms of this Article or subject to a claim of a violation of this Agreement.
2. The dismissal of a nurse or of a less-than-.5-FTE teacher who has been regularly employed for a period of not less than three successive school years and who has

been re-hired by the District after completion of such three-year period shall, however, be for just cause.

C. Representation

1. A teacher shall have the right to Association representation and, if requested, prior notification as to the items to be discussed at any meeting with District supervisors or the Board which the teacher reasonably believes will result in disciplinary action.
2. If during the course of a meeting with District supervisors or the Board the teacher develops a reasonable belief that the meeting will result in disciplinary action, the teacher shall have the right to recess the meeting to confer with or arrange for the presence of Association representation.
3. If a teacher is to be notified of the teacher's dismissal or nonrenewal, the teacher shall be given 24 hours' written notice prior to the meeting and shall be entitled to representation of the teacher's choice to advise the teacher.

Article 11—Personal and Academic Freedom

A. Personal Freedom

The personal life of a teacher is not an appropriate concern of the District, except where it affects the teacher's fitness for or performance of his/her contractual duties.

A teacher who pursues a court challenge which addresses the subject of this provision shall be deemed to have elected his/her remedy and shall not be entitled to pursue an alleged violation of this provision under the Grievance Procedure.

B. Academic Freedom

The District and the Association acknowledge the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching functions. They further acknowledge the necessity for teacher discretion in the selection and use of supplementary instructional materials.

The principles of academic freedom cannot supersede the basic responsibilities of the teacher to the education profession. These responsibilities include:

1. A commitment to support the Constitution of the United States;
2. An informed concern for the welfare, growth and intellectual development of children;
3. An insistence upon objective scholarship;
4. An adherence to the District-prescribed curriculum.

There shall be no adverse impact on the employment status of a teacher as a result of exercising rights and responsibilities of this Article, provided the questioned material (a) directly relates to the District-approved course of study, and (b) has prior administrative approval.

If a request is made for Reconsideration of Instructional Material in accordance with School Board Policy, the teacher shall be entitled to be present at any level considering review of materials to state his/her views.

C. Grade Changes

A teacher may be required to demonstrate substantiation of a student grade or a student progress report. If, in the determination of the District, such reasonable substantiation is not provided, the District may request that grade or student progress report be changed. In the event that an agreement on a grade change or student progress report cannot be reached or the teacher is not available for consultation, the District may alter the grade or student progress report, but the District shall notify the teacher of the change in writing

and accept the burden of proof to demonstrate that the teachers' original grade or student progress report was not reasonably substantiated.

D. Professional Learning Communities (PLC's)

When the District and the Association deem necessary, representatives shall convene an advisory committee to review Professional Learning Communities (PLC's). The Committee shall consist of an equal number of District and Association representatives. The Committee may choose to make recommendations to the superintendent regarding the implementation and the use of PLC's.

E. Grading and Reporting

For the term of this contract, the District and Association shall convene an advisory committee to review Grading and Reporting of Student Progress. The Committee shall consist of an equal number of District and Association representatives. The Committee can make recommendations to the Superintendent regarding the development and implementation of grading and reporting practices.

Using the recommendations from the Elementary and Secondary Grading Advisory Committees, CEA and administration will develop, review and revise a working document clarifying guiding principles to guide the work of the District around grading and reporting practices.

Article 12—Maintenance of Class Control and Discipline

- A.** If the District proposes a change in the District Standards for Student Rights and Responsibilities, the Association shall be provided with a copy of the proposed change and an opportunity to make recommendations regarding such change prior to its adoption.
- B.** Both parties agree that teachers and administrators share the responsibility for dealing constructively with problem students. With this in mind, building principals will provide teachers with a written student discipline procedure at the beginning of each year. Each building staff will review this procedure annually and may recommend changes in such procedure to the building administrator.
- C.** The written student discipline procedure shall specify minimum standards of student conduct in the classroom. It shall further specify the circumstances under which a student may be removed from the classroom, including those involving extreme physical behaviors that present danger to the students' and/or teacher's physical security.
- D.** The written student discipline procedure shall provide for consultation between the teacher and the principal or his/her designee prior to returning the student to class. In the event the principal or his/her designee is not immediately available, the student may be returned to class without such prior consultation. However, in that case, a teacher will not be required to keep a student in class if the class as a whole is seriously disrupted by the physical behavior of the student, if the teacher or another student was subject to unsolicited physical contact from the student, or if physical restraint was used. When a consultation has not occurred prior to the return of the student to class, the principal or designee, when he or she is available, will consult with the teacher. The principal or his/her designee shall have the final authority to resolve all student disciplinary matters referred to him/her pursuant to the provisions of this Article. Teachers may request a conference with the Superintendent and their building administrator regarding resolution of differences of opinion on implementation and/or interpretation of the written student discipline policy.
- E.** Any time a teacher is subjected to unsolicited physical contact from a student that causes injury, the teacher and building administrator will file an incident report.
- F.** The District shall make a good-faith effort to provide teachers to whom the student is assigned timely notice of any physical threat that the student presents to other students or staff, and when appropriate, provide the protocol that has been established for dealing with the student.

Article 13—Strikes and Lockout

A. Strikes

During the term of this Agreement, the teachers covered by this Agreement will not, individually or in concert, engage in a strike or any other interruption of work within the District. Teachers who violate any of the provisions of this Article may be subject to disciplinary action.

B. Lockout

There will be no lockout of the members of the bargaining unit by the District.

Article 14—Transfers and Vacancies

The provisions of this Article apply to probationary and contract teachers. See Article 1.F.

A. Announcement of Vacancies

1. A list of all vacant bargaining unit positions that the District has determined to fill shall be posted using the District's web site and shall be available upon request from the District Human Resources Office.

2. Exceptions

The following position openings shall not be announced as vacancies:

- a. A position that is to be filled by a teacher returning from leave.
- b. A position that is to be filled as a result of an in-building reassignment.
- c. A position that is to be filled as the result of a transfer pursuant to Section C., first paragraph, or Section D. of this Article.

B. Application for Vacancies

1. If a position is available during the summer recess, a teacher shall have ten days from the date that a vacancy was first posted, as provided for in Section A. above, in which to apply for the position.
2. If a position is available during the school year, a teacher shall have five days from the date that a vacancy was first posted, as provided for in Section A. above, in which to apply for the position.
3. For all vacancies, except as provided below, the position shall not be filled until all teachers who have submitted a timely application and are qualified for the position have been interviewed. Teachers not selected shall be notified within ten days after the successful candidate has been confirmed by the Board. Upon request, the teacher shall be allowed to meet with the supervisor to discuss the reasons for the denial. If there are less than 24 days from the date that the vacancy was first advertised or posted until the first day on the job the District shall have the right to fill the position by appointment of a new teacher without prior consideration of applications submitted pursuant to the above.

C. Transfer Requests

Teachers who desire a change in building assignment for the following year, may make their wishes known to the District by submission of a written request for transfer to the District Superintendent or his/her designee on the prescribed form by March 1.

By June 1, the District administration will review all such requests that it has received and notify each teacher of the disposition of his/her request, except when in the judgment of the Superintendent or his/her designee it is not practicable to provide such notice.

For the purposes of this section, "teachers" shall also be defined to include administrative interns who were members of the bargaining unit at the time of appointment to the administrative position, provided that the duration of the assignment is predetermined and does not exceed three years.

The teacher shall not be considered for an announced vacancy unless he or she submits an application pursuant to Section B. above.

D. Involuntary Transfers

An involuntary transfer occurs when a teacher is transferred to another school at the initiation of the district.

1. Notices

Notice of an involuntary transfer for the following year shall be given to teachers in writing not later than June 1 of each year except when in the judgment of the Superintendent or his/her designee it is not practicable to provide such notice. The Association shall be notified of all proposed involuntary transfers along with the reasons for such transfers.

2. Meeting and Appeal

An involuntary transfer requires a meeting between the teacher and building principal involved, at which time the teacher shall be informed of the reason for such transfer.

If a teacher objects to the transfer, he/she may meet with the Superintendent. The teacher may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent shall be final and binding.

Article 15—Layoff and Recall

The provisions of this Article apply to probationary and contract teachers. See Article 1.F.

- A.** Seniority shall be defined as the teacher's total length of continuous service in the District as a licensed teacher. Seniority will be computed and accrue from the teacher's first day of actual service in a bargaining unit position, and shall continue to accrue during approved leaves of absence. In case two or more teachers have the same date of employment with this District, the tie will be resolved by drawing lots.
- B.** Whenever the Board determines that a layoff is necessary, it will notify the Association. As soon as practicable, written notice will be given to the affected teachers of their layoff.
- C.** In the event the Board, in its discretion, determines that a layoff is necessary, then it will determine the teachers to be retained by means of the following criteria:
 - 1. A determination of whether the teachers to be retained hold the proper license to fill the remaining position(s).
 - 2. A determination of the seniority of the teachers to be retained; and
 - 3. A determination of the competence or merit of a teacher being retained if the Board desires to lay off another teacher with greater seniority.
- D.** The Board shall retain the most senior licensed teacher in each case unless it chooses a less senior teacher through the following process.
 - 1. In the event that the District wishes to retain a less senior teacher over a more senior teacher when both have licensure to fill an available position, the District will do so only on the basis of demonstrated superior competence or merit in accordance with the procedures below.
 - 2. The parties agree that a merit determination will not be used to lay off a contract teacher over a probationary teacher. The burden of proving competence or merit shall be on the District and the proof will require a preponderance of evidence. Disputes regarding competence or merit for purposes of layoff and recall will be resolved by arbitration carried out under the provisions of Article 17, Grievances, of this Agreement.
- E.** Nothing in Section C.3. above shall be construed to limit the operation of Section C.1. above, that is, the requirement that a retained teacher be licensed to fill the remaining position.
- F.** Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or nonextend a contract teacher pursuant to the provisions of the accountability

for schools for the 21st Century Law or to dismiss or nonrenew a probationary teacher pursuant to ORS 342.835.

- G.** In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other positions for which they are qualified and properly licensed.
 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in subsection C.3. of this Article.
 3. Layoffs will be based upon the criteria set forth in Section C. above.
 4. If the FTE of a part-time teacher, .5 FTE to .99 FTE, is reduced by more than .17 FTE more than one time in a three-year period, the teacher will qualify to receive recall rights to the original FTE.
- H.** For the purpose of this Article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level within the last five years or educational attainments, or both, but not based solely upon being licensed to teach.
- I.** For the purposes of this Article, the term "merit" shall mean the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher, as determined by the District through its performance review, discipline, and commendation processes.
- J.** Recall—If within 27 months from the first date of layoff, a vacancy occurs within the District for which a laid off teacher is qualified as per Section K. below, the recall procedure outlined below will be followed.
1. The District shall receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. The teacher will have 15 calendar days from the receipt of such notice or 30 calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice of recall was received, or lose all recall rights.

2. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the District's workyear nor will such time count toward the fulfillment of time requirements for acquiring contract status. Teacher benefits do not accrue during the time of layoff.
 3. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
 4. Teachers covered by this Article will be placed on the preferred list for substitute teaching at the teacher's request; such will not affect teacher recall rights.
- K.** In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in Section C. above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.
- L.** Any "appeal" from the Board's decision on layoff or recall pursuant to this Article shall be by means of a grievance filed pursuant to the Article on Grievances. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District;
1. Exceeded its jurisdiction;
 2. Failed to follow the procedure applicable to the matter before it;
 3. Made a finding or order not supported by substantial evidence in the whole record; or
 4. Improperly construed the applicable law.

Article 16—Leaves

Except for military leave and Association leave, a year's leave of absence does not count as a year of experience on the salary schedule. Military leave and Association leave is evaluated and counted as teaching experience. Notice of intent to return to a teaching position after a leave of absence must be made to the Superintendent or designee by March 1. The failure to provide the notice by March 1 will be deemed to constitute a resignation in good standing of the teacher from District employment unless the teacher can establish good cause for the failure to provide timely notice. Upon return from leave, the teacher shall be offered a position for which he/she is licensed. Granting a leave does not guarantee return to the same school or grade level. However, a reasonable effort will be made to arrange satisfactory placement.

Subject to such terms and conditions the insurance carrier may apply, a teacher who is on a non-paid leave may continue medical, dental, and/or other insurance at his or her own expense.

A. Association Leave

1. By April 1 of the prior school year, the Association shall notify the District of the FTE that the Association President intends to take as leave. The District will grant the Association President an unpaid leave of absence for an amount of at least .5 FTE or as agreed to by the District and Association for the entire school year that the President is in office, subject to the provisions stated below.

The District will bill the Association for the full cost to the District of the salary and benefits paid on behalf of the Association President. However, if the Association President declines benefit coverage, said amount will not be paid into the insurance reserve account and the Association will not be billed for reimbursement to the District. Upon return from the leave, the Association President shall be allowed movement on the salary schedule as would apply if he or she had worked his or her regularly scheduled work year.

To ensure the District can staff the least disruptive environment for the students involved, the Association President shall establish with his/her supervisor a defined work schedule prior to April 1 of the school year prior to the year of the intended leave. The work schedule must have mutual agreement of the parties for the leave to be granted.

This leave shall not be used for purposes which require the contacting of other teachers during their classroom time or otherwise interfering with the teacher's other professional responsibilities.

2. The Association shall be granted 100 days' non-accumulative leave over the life of this Agreement to be used by Association representatives for the purpose of conducting Association business during the term of this Agreement. Requests for this leave must be pre-approved by the designated Association representative. The leave may be taken in whole or half-day segments, and the cost of the

substitute shall be paid by the Association. This leave shall not be used for purposes which require the contacting of other teachers during the normal work day or for attendance at representative assembly. Leave without pay will be allowed for attendance at representative assembly.

B. Bereavement Leave

A teacher shall be granted, upon request, up to three days off with pay to attend the funeral and for related activities in the event of the death of a member of the immediate family.

When substantial justification exists, paid time beyond the three days may be allowed. Members of the immediate family include mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, domestic partner, or anyone living in the immediate household of a teacher. A teacher shall be granted bereavement leave to attend the funeral or service of any of such teacher's current student(s).

The Superintendent may, at his/her discretion, grant use of bereavement leave to teachers for individuals not listed above.

C. Sick Leave

Sick leave is available to teachers on the basis of ten days per contract year. Sick leave with pay is for personal illness or for serious illness within the household which, in the teacher's judgment, requires his/her presence.

Following use of the three days of Personal/Emergency leave found in Section E. of this Article, sick leave days may be used for care of a family member outside the household.

This use of sick leave is available for one occurrence per year if such leave qualifies for use of sick leave under state or federal law.

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. The Superintendent or designee may grant a second occurrence for use of sick leave under the terms of Section C.

1. Basis for Allowance
 - a. General Rule

Sick leave shall be granted on the basis of ten days' leave for each school year.
 - b. Proportionate Credit
 - (1) Teachers whose duties extend beyond the normal school year shall be entitled to sick leave in the ratio of an additional day for each month of service given beyond the regular year.
 - (2) Regular teachers employed on a one-half-time basis or more shall be entitled to sick leave in the ratio of their service to that of a full-time service.
 - c. Sick leave is accumulative without limit.
 - d. A teacher may take sick leave prior to its accrual up to the maximum that he/she can reasonably expect to accrue during the school year.
 - e. In the event the teacher has used more sick leave than he/she earned (except as otherwise provided in Section 3. of this section), an adjustment will be made in his/her final pay warrant of that year.
 - f. Sick leave shall be charged only for those teacher work days that the teacher is absent.
2. Transfer of Sick Leave
 - a. All sick leave benefits except those transferred to another district shall terminate and/or be forfeited upon termination of employment for any reason.
 - b. All sick leave accumulated during employment in another Oregon school district shall, upon verification, be allowed, up to 75 days.
3. Sick Leave Bank
 - a. The purpose of the sick leave bank shall be to extend to those teachers who choose to participate additional sick leave days should an illness or injury exhaust their accumulated sick leave days.
 - b. Within 60 days following the ratification of this Agreement, each teacher, regardless of FTE and who is not a current participant in the sick leave

bank, may join the bank by contributing two days of his/her sick leave allowance to the bank. The sick leave bank committee may also establish one additional open enrollment period during this Agreement. A new teacher shall be allowed to join the bank by contributing two days of his or her sick leave allowance, provided he or she elects to do so within 60 days of the date of employment. Whenever the total number of sick leave days in the bank drops below one day per member of the bank, the sick leave bank shall be replenished by assessing each member one sick leave day. All sick leave contributions and assessments to the sick leave bank are irrevocable. Only teachers who are current members of the bank may apply for days from the bank.

- c. Upon depleting personal sick leave and after obtaining a doctor's statement certifying a physical illness or injury rendering a member unable to perform duties listed on a member's job description for a period of more than five work days, a member may request days from the bank. A committee composed of one representative of the administration and three representatives of the Association will act immediately on the request. The committee shall grant the request if:
 - (1) District records show that the member has exhausted his/her sick leave;
 - (2) The member is a contributing member to the sick leave bank according to 3.b above; and
 - (3) The member has experienced an illness or disability that has prevented him/her from performing his/her job requirements for more than five days and a doctor has certified in writing this illness or disability.
- d. If the request is approved, the committee shall notify the District Office and resulting days, including the first five days of the illness or injury, if personal sick leave was not available for those days, will be charged to the bank until the member returns to work or has used 65 days from the bank.
- e. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank. Annually, the District shall notify the Association in writing of accumulated days and days charged to the bank that year.
- f. Membership shall be terminated by written request of the member or by the end of employment. Previously donated days shall remain in the bank. Temporary teachers hired back by the first day of the following work year shall retain membership in the Sick Leave Bank.

4. It is understood that the District is not opposed to the concept of establishing a family illness sick leave bank that would function in the same manner as the current personal illness sick leave bank found in Article 16.C.3. of this Agreement if the Association determines at a later date that it wishes to establish it.

D. Parental Leave

The District shall grant a leave of absence without pay to those teachers with more than one year with the District for reasons of parenting or adoption. During a parental leave, a teacher shall maintain, but not add to, sick leave or other teacher benefits accumulated prior to the leave.

The duration of the leave shall be subject to the mutual agreement of the teacher and the District and shall not exceed the following:

1. Elementary Teachers: The end of the first vacation period that is at least 12 months after the date of the start of the leave. Vacations are summer, winter, and spring break.
2. Middle and Senior High School: The beginning of the first quarterly grading period that is at least 12 months after the date of the start of the leave. The District may extend the leave upon request.

E. Personal/Emergency Leave

Each teacher shall receive three days of personal leave with pay per year. The leave shall be available upon request with no questions asked, except that personal leave days that adjoin a holiday or vacation period must be prearranged to ensure continuity for student instruction, by written submission at least ten working days in advance of the commencement date of the leave and shall contain a statement that a substitute has been requested. Appropriate instructional plans for the substitute shall be available. In the event of an emergency, advance notice is not required. Holidays and vacations shall be defined as Memorial Day, Labor Day, Veterans Day, and Thanksgiving, winter, spring, and summer vacations.

1. When possible, the teacher shall provide the District with 48 hours notice in advance of his/her intention to take leave.
2. Leave shall not be granted if a substitute is not available. It is not the intent of the District to allow the difficulty of retaining substitutes for difficult-to-replace positions to result in discrimination against those teachers in the taking of personal leave.
3. This leave is to be taken in full-day increments, except that one day may be taken in half-day increments.

At the end of the school year, each teacher shall be paid, in addition to his/her other pay, an amount equal to 85 percent of the licensed substitute daily rate each of the three days not used during the year.

Teachers who work less than full time shall receive time off and the year-end cash on a prorated basis based upon the relationship their regular work schedule bears to that of a full-time teacher.

Personal/emergency leave shall be earned according to the following schedule, but granted at the beginning of each school year based on contract days expected to work:

30-63 days on active duty	1 day
64-126 days on active duty	1 day
127-190 days on active duty	1 day

If an employee leaves the District after using such leave without earning it, the District shall be reimbursed at the amount of salary paid for any such leave time taken but not earned.

All personal/emergency leave must be used before any unpaid leave can be taken.

F. Legal Leave

1. Jury Duty

If a teacher is summoned to serve on a jury, the District shall grant permission to serve, without loss of regular salary, provided that if a fee is received for those services, it shall be retained by the teacher (along with any expense reimbursement) and the District will reduce the teacher's salary by a like amount, excluding expenses. Upon early release from jury duty, the teacher shall report to his/her assigned building if reasonably able to do so by the beginning of afternoon classes.

2. Legal

Necessary leave time will be granted for any legal proceeding connected with the teacher's employment with the school system or any other legal proceeding, if the teacher is required by law to attend. This leave shall be without loss of regular pay; the teacher will retain all fees and the District will reduce the teacher's salary by a like amount, excluding expenses. However, such leave shall be without pay if the teacher is:

- a. Involved as a litigant or appearing as a party in interest to the proceeding;
or
- b. Appearing as a representative of the Association; or

- c. Appearing on behalf of an action being taken against the District.

G. Professional Leave

Professional leave may be granted by the Superintendent or designee for educational conferences related to the teacher's assignment or participation in activities of service to the profession.

H. Other Leaves

This section applies to probationary and contract teachers. See Article 1.F.

1. The District may grant leaves of absence without pay when, in the District's judgment, such leaves would not seriously hamper the District operation. A teacher on an unpaid leave of absence may participate in District insurance programs by self-paying for such insurance each month. The leave request form and other important information (i.e., PERS) will be available on the District web site.
2. Teachers who wish to apply for a full academic year of leave shall normally do so by March 1.

Article 17—Grievances

The purpose of this Article is to provide a procedure for the orderly and expeditious resolution of grievances of teachers.

A. Definitions

1. "Contract Grievance" means a claim by a teacher, group of teachers or the Association that there has been a violation of the terms of this Agreement or an inequitable application of a provision(s) of this Agreement. Such a grievance may be appealed to Level 3—Board, or Level 3—Arbitration, but if it is appealed to the Board, the Board's decision shall be final and binding upon the parties.
2. "Policy Grievance" means a claim by a teacher, group of teachers or the Association that there has been a violation of a provision(s) of the School Board-adopted policy as found in the current Board Policy Book. Such grievances may be appealed to the Level 3—Board, but shall not be subject to Level 3—Arbitration found herein. The Board's decision on policy grievances is final and binding upon the parties.
3. "Administrative Grievance" means a claim by a teacher, group of teachers or the Association that there has been a violation of a provision(s) of the District's adopted administrative regulations. Such grievance may be appealed to the Superintendent or designee (Level 2) but shall not be the subject of an appeal to Level 3—Board or Level 3—Arbitration. The decision of the Superintendent, or designee, is final and binding upon the parties.
4. "Grievant" means the teacher, group of teachers, or the Association making the claim.
5. "Immediate Supervisor" is the person who has the authority to resolve the grievance as determined by the District.
6. "Representative" is one who may speak for and/or advise a party in interest.
7. "Days" shall, except where otherwise indicated, mean official teacher workdays, except that when school is not in session during the summer it shall mean Monday through Friday excluding holidays.

B. General Procedures

1. All parties have a right to representatives of their own choosing at each level of these grievance procedures.
2. The time limits referred to in these procedures are to be considered maximums. Failure at any level of this procedure by the grievant 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 grievant to proceed to the next level, if such exists. This shall be the exclusive remedy for the District's failure to provide a written decision.

3. Forms for processing grievances shall be prepared by the Association and the District and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure. A copy of the grievance form shall be attached as an Appendix to this Agreement.
4. In the course of investigating any grievance, representatives of either party in interest who need to contact any teacher 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.
5. All parties in interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.
6. The District and the Association agree that all teachers have the unqualified right to file grievances and that neither the Association nor the District may take any action against a teacher and/or his/her representative as a result of their having exercised that right.
7. If the grievant is not represented by the Association, the Association shall have the right to be present and to state its view at all levels of the grievance procedure.
8. Financial Responsibility—Each party shall pay any and all costs incurred by said party. The cost of the arbitration in binding arbitration shall be borne equally by both parties, except as otherwise provided in Level 3—Arbitration.
9. The grievance procedure will not be used while a grievant is under the jurisdiction of the courts or has resorted to the judicial process.
10. All documents, communication and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.
11. Probationary teacher grievances over the provisions of Article 7, Performance Review, are subject only to the Board level and the Board's decision will be final and binding upon such grievances; they are not appealable to arbitration nor are they subject to an unfair labor practice complaint for breach of contract.

C. Levels of Grievance

Level One—Supervisor

The grievant may first discuss his/her grievance with his/her principal or supervisor with the objective of resolving the matter informally. If the matter is not resolved informally, the grievant may within 20 days following the act or condition which is the basis of the complaint, or within 20 days of the first knowledge, reduce the grievance to writing and file with his/her immediate supervisor. The written grievance shall set forth the facts and contract article, Board policy or administrative regulation, as applicable, that he/she claims was violated and the reasons why the grievant considers the decision rendered at the informal step to be unacceptable. The immediate supervisor shall communicate a decision in writing within five days to the grievant. Within five days of receipt of the decision rendered by the immediate supervisor, the grievant, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the Superintendent or his/her designee.

Level Two—Superintendent

Appeals to the Superintendent or his/her 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 grievant and the Association. Attendance at the hearing of appeal shall be restricted to the grievant, his/her representative, the designated representatives of the District and the Association. The parties will have the opportunity to call witnesses and present their case.

Within ten days of hearing the appeal, the Superintendent or his/her designee shall communicate to the grievant and the Association his/her written decision, which shall include supporting reasons thereof.

If the grievant is not satisfied with the decision of the Superintendent or his/her designee and if the grievance is a contract or policy grievance as defined in Section A. hereof, he/she may file a written appeal with the Superintendent within ten days from the receipt of the Superintendent's or his/her designee's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Three—Board for Policy Grievances. For Contract Grievances, the appeal may be taken either to the Board or to Arbitration, but not both. If the Board is selected, its decision shall be final and binding upon the parties.

Level Three—Board

Only the specific grievance as filed at Level One may be submitted to the Board, unless new evidence or a new basis for the grievance becomes known as a result of the Level Two hearing. In such a case the Association may file a revised grievance at Level One.

Within ten days of receipt of the appeal, the Superintendent or his/her designee shall establish a date for a Board hearing on the grievance, which shall be not more than 30 calendar days from the date of receipt of the grievance, and notify the grievant and the Association thereof.

The Board shall have no power to subtract from, modify, or amend any terms of this Agreement, and shall further be limited to determining if there has been a violation or erroneous application of established District policy.

Within ten days of hearing the appeal, the Board shall communicate to the grievant and the Association its written decision.

Level Three—Arbitration

Only the Association may pursue a grievance to Level Three—Arbitration. Only the specific grievance as filed at Level One may be submitted to arbitration.

Within five days of receipt of the appeal, the Superintendent or his/her designee and the Association shall attempt to select a mutually acceptable arbitrator. If this is not done, the parties shall, on the sixth day, initiate a request to the Employment Relations Board for a list of arbitrators. The parties agree to abide by the AAA rules for the conduct of the hearing.

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 and award of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

Cost of Arbitration

Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating actual expenses or fees of its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Article 18—Working Conditions

A. School Work Year

1. The typical school year shall not exceed 190 days, including five paid holidays. The paid holidays shall be Labor, Veterans, Thanksgiving, New Year's, and Memorial days. The work year shall include a minimum of four days, to be designated in a combination of whole and/or half-day increments that are devoted exclusively to teacher preparation activities, i.e., building work days. When an adopted school calendar includes parent/teacher conferences, the school administrator will work with the school's teachers to determine a parent conference schedule. A school's conference schedule may be reviewed by the Joint Cooperation Committee. The work year shall also include four days to be designated in a combination of whole and/or half-day increments that are to be devoted to District-assigned in-service activities.
2. Starting in 2011-2012, as a result of the new 2011-2012 high school schedule and for as long as it continues, high school teachers will receive one additional preparation day.
3. If there are school or district-related opportunities available for teachers beyond the 190 day contract year, participation shall be voluntary. If the teacher is to be compensated it will be at a rate agreed upon by the teacher and the district, unless expressly covered by the terms of this contract. The Association will be informed the compensation agreement unless it is expressly covered by the terms of this contract.

B. Statewide In-service

Statewide in-service day shall be a non-contract day to allow teachers to attend statewide inservice functions if they so choose. The District will provide reimbursement for approved travel and tuition.

C. Inclement Weather

Attendance of teachers shall not be required when student attendance is not required due to inclement weather. On such days when school is closed, the District shall have the option of specifying that the day(s) in question are or are not "attendance days." If the day(s) is (are) an attendance day(s), the teachers shall either report for work as usual or at his/ her option make up the time at a mutually agreeable later date. If the day(s) is (are) not attendance day(s), teachers shall not report, but the District shall have the option of scheduling make-up days to replace such lost days without additional compensation.

D. Lunch Period/Break Period

1. Teachers shall receive at least a 30-minute duty-free lunch period each day.
2. When an elementary teacher has no planning time provided through specialist instruction (i.e., music, PE, art) during the student contact day, the teacher shall be ensured of at least a five-minute duty-free break between the students' scheduled arrival time and the teacher's lunch break. Elementary principals will involve their teaching staff in developing teacher duty schedules.

E. Work Week/Work Day

The normal teacher work week is 40 hours. However, the parties recognize the desirability of flexible scheduling, and it is their intent to continue reasonable flexibility in the work day and the work week.

1. Teachers may conduct occasional personal business off campus during the regular paid work day without using any paid leave time.
2. The teacher is not required to describe the personal business. The expectation, however, is that the teacher will use good professional judgment.
3. This time off campus must not interfere with any of the teacher's professional responsibilities such as scheduled staff meetings or IEP meetings, and a substitute cannot be used to cover the teacher's time off campus.
4. Teachers will notify the school office regarding the duration of their time off campus.
5. An effort shall be made to schedule IEP meetings during the regular work day.
6. The district will make a reasonable effort to limit the number of meetings a teacher is expected to attend each month. School events such as open house, and curriculum nights can be scheduled outside the contract day.
7. The district honors and respects the commitment and professionalism of its teachers and values their need to balance work and personal life. Teachers will attend meetings during their work day unless excused by their supervisor. For meetings that extend beyond the teacher's normal workday, teachers will work with their supervisor if circumstances preclude their attendance.
8. As long as there is district structured collaboration time (e.g. PLC) it will typically occur during the normal workday when students are not present.

F. Instructional Planning Time

Uninterrupted instructional planning time for classroom teachers shall be equivalent to one class period per day at the secondary level. At the elementary level, a minimum of 225 uninterrupted minutes will be scheduled during the work week with at least a 40-minute uninterrupted block scheduled each day, or as mutually agreed for a given building by the building principal and the majority of the building's teachers, provided the minimum of 225 minutes per week is scheduled. The Association will be notified of any proposed mutually agreed changes. When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday periods, or for other reasons, the daily uninterrupted instructional planning time shall be the same as a normal weekly schedule for the particular days worked. Uninterrupted instructional planning time for personnel other than classroom teachers shall be consistent with past practice. For the purposes of this section “uninterrupted” shall mean that the District will not schedule any required activity during the teacher’s instructional planning time, except for unusual circumstances, such as the only time a parent could meet or an emergency.

G. Part-time Teachers

Part-time teachers will be compensated for hours beyond their normal work schedule for fall and end-of-year preparation days if so authorized by the principal.

Part time teachers who are required to participate in district structured collaboration time (eg. PLC) beyond their normal work schedule will be compensated at their per diem rate up to one hour/week. Part time teachers whose normal schedule is not contiguous and/or part of the district structured collaboration time (eg. PLC) are not required to attend. However, if these teachers wish to participate, they may be compensated as above, based on mutual agreement between teacher and administrator.

Part-time kindergarten teachers will receive compensation for all conferences scheduled on the district calendar based on class size.

1. Part-time kindergarten teachers with 16-23 students will receive half-day pay.
2. Part-time kindergarten teachers with 24-30 students will receive full-day pay.

H. Late Hire Preparation Time

Teachers hired after the start of the teacher contract year shall have two paid days of preparation prior to student contact time.

I. Teaching Assignment

By the end of the school year, each teacher who will be returning for the following year will be given notice of tentative assignment as to building, subject, and, for elementary teachers, grade level.

Prior to start of school year, teachers shall be sent a tentative teaching assignment schedule.

J. Administering Medications

The District shall make a reasonable effort to minimize teacher need to administer medications or to carry out medical procedures for students. When a teacher needs to administer medications or medical procedures for a student, the teacher shall be provided necessary information and training.

K. Special Education Teachers

Special Education teachers will be assigned two additional work days for case management/transition compensated at their regular daily rate.

The District will allocate \$25,000 per year to hire substitute teachers to address excessive teacher workload due to IEP responsibilities.

L. Job Share

The decision to allow a job share is at the district's discretion. Teachers who desire to job share for the following year will submit a written request to the District Superintendent or his/her designee on the prescribed form by March 1.

Necessary conditions for district consideration of a job share are the two teachers will each have .50 FTE for compensation and benefits and student contact time will be 50/50 evenly divided. Both teachers will participate in all other teacher responsibilities as a full time teacher, unless a different division of responsibilities is mutually agreed to in writing by the principal and the two teachers. All job share agreements and conditions must be approved and signed by HR.

M. Dual Language Elementary Teachers – Conferences

Dual language elementary teachers, who share two classes, will receive a stipend based on two days for each conference session (fall and spring) at their per diem rate.

Article 19—Compensation

A. Licensed Schedule

Teachers shall be paid in accordance with Appendix A (Licensed Salary Schedule) for 2015-17. Salary and pay apply to work performed between dates of July 1 through June 30 of each year.

B. Salary Advancement

1. During the term of this contract salaries of all teachers employed with the district before July 1, 2015 for at least 135 days of the 190-day prior teacher work year will be advanced one step effective July 1, 2015, in accordance with Appendix A.
2. A teacher must submit an application to Human Resources for salary and column advancement by September 1 to advance a column and steps in that work year due to additional education or certification that meets the requirements for advancement. Transcripts and and/or proof of certification must be submitted to Human Resources by October 1. Payment on the new salary column will be included in the October paycheck.

Two steps shall be granted to those teachers who earned a masters degree and one step will be granted for teachers who earned a PhD or National Board Certification.

3. Temporary teachers who are employed by Corvallis School District 509J for 135 days or more in a school year and are rehired in the next consecutive school year as a teacher (regardless of the status of this assignment), will be advanced one step on the salary scale. Advance shall occur on the salary schedule in the same manner as other teachers.
4. Effective June 30, 2014, step movement shall be a status quo working condition.

C. All teachers must have current Oregon TSPC teaching licenses valid for their teaching assignments.

D. Initial Placement on the Salary Schedule

1. New teachers shall be placed on the salary schedule in accordance with their successful and verified licensed teaching experience and verified education as follows:

- a. Teachers will be placed on the column that matches their verified educational level. Two steps shall be granted to those teachers who possess a Masters degree. One step will be granted for teachers who possess a PhD or National Board Certification.

Teachers who hold a Bachelors degree and National Board Certification will be placed on the salary schedule as follows:

- 1. Start with BA column and grant years of experience for proper step placement;
- 2. Then move to PhD/MA+45 column at the above step placement;
- 3. Once on column PhD/MA+45 then grant one step for teachers who possess a National Board Certification.

- b. One step will be granted for every one year of teaching experience up to a maximum of ten years.
- c. When warranted by circumstances, the District may grant additional steps by using the following process. The Joint Cooperation Committee (JCC), at the request of the District, will annually recommend to the Superintendent which bargaining unit positions are hard to fill and the maximum number of additional steps the District should use to place a new teacher in a hard to fill position on the salary schedule. The Superintendent shall make the final decision on which positions are hard to fill and the maximum number of additional steps. If a situation arises outside the annual process, JCC will be consulted before a recommendation is made to the Superintendent.

- 2. A teacher must have worked at least 135 days in a paid status during one school year for a school district to be counted as a year of service in determining placement on the salary schedule. Credit for teaching experience will not be granted for substitute teaching.
- 3. Teaching experience in an elementary or secondary private school will be granted credit one year for every two years' experience to a maximum of eight years private school.
- 4. Active military service not to exceed three years is evaluated and counted as teaching experience in salary placement.

E. Extra Duty

Extra duty pay shall be in accordance with Appendix B.

F. Summer Work/Curriculum Development

1. Except for TOSAs, teachers who are to do curriculum development work shall be selected from those who volunteer. All such work will be paid at the teacher's regular daily rate.
2. The pay for required work and work that is an extension of the teacher's regular contract work shall be at the individual teacher's regular daily rate.

G. Early Retirement

Anyone retiring on or after April 1, 2005 retires under the terms of the Early Retirement Incentive Agreement effective April 1, 2005 through June 30, 2017 (see separate document).

H. Fringe Benefits

1. Health Insurance
 - a. Insurance benefits for teachers, who are eligible, starts the first day of the month following their hire date. If a work calendar year starts after September 1, the effective insurance date will be September 1 for those teachers who work the first contract day.
 - b. The Joint Benefits Committee will choose the medical insurance plans available to teachers. Domestic partner coverage also will be provided. The District's per teacher monthly contribution will be paid to the insurance reserve account to be administered by the Joint Benefits Committee.
 - c. Effective October 1, 2015 the monthly district contribution for health insurance, which includes medical, dental, vision, life, long-term disability, for a full time teacher shall be \$1,176.
 - d. For 2015-16 and 2016-17 an eligible employee may "opt out" of District offered medical insurance coverage by indicating in writing to the District the employee's election not to obtain medical insurance coverage through the District. The employee is then responsible for meeting the health insurance coverage requirements under the Affordable Care Act (ACA). The deadline for making this election shall be by the end of open enrollment or first date the teacher is eligible for insurance. All teachers

who opt out of District medical insurance coverage will receive \$200 per month paid from the insurance reserve account as taxable income, beginning the eligible month the teacher opts out.

A teacher's decision to opt out of District medical insurance coverage shall constitute a waiver of the right to any such benefit for the duration of the insurance plan year, and shall be irrevocable until the following year unless the member undergoes a "qualifying event" and applies for the District medical insurance coverage.

If the total group's participation in medical insurance coverage drops below the insurance carrier's minimum participation rate then the District can't offer the "opt out" option. This would be referred to the Joint Benefit Committee to review the data and make a decision in how to proceed.

2. Part-Time and Partial-Year Teachers—District Contribution

Teachers who work half-time (0.50 FTE) or more shall be eligible for a prorata fringe benefit District contribution based upon the relationship their workweek bears to that of a full-time teacher. The part-time teacher may apply their prorated insurance District contribution towards any health insurance premium out of pocket expense.

The monthly amount of the District contribution towards the insurance costs for all eligible part-time teachers shall be determined by multiplying their percentage of FTE times the District total monthly health insurance cost for full-time FTE teacher. The District's monthly contribution for teachers who work less than a full school year shall be prorated by dividing the teacher's number of contract days by 190 days, and multiplying the result by 12 months to determine the number of covered months. Teachers who work less than half-time are not eligible for fringe benefits and the District will make no monthly contribution.

Teachers whose teaching assignment is less than full time, but 0.50 FTE or more, and whose spouse or domestic partner is also eligible for insurance and an employee of the school district, can combine their prorated district insurance contribution and apply the total toward the medical/dental/vision/life/long-term disability premium of the employee's premium whom is taking the benefits for their family or take the opt out option referenced in section 1d. In this situation both employees at retirement are eligible to continue retiree insurance, individually, as if they had done so as an active employee.

3. Joint Benefits Committee (JBC)

The Joint Benefits Committee (JBC) is responsible for designing and managing the teachers' benefit programs, the insurance reserve fund, and communication with teachers on benefit issues. The JBC shall maintain a published schedule of meetings, which shall be open to Association and District representatives and teachers. The JBC shall be comprised of three members appointed by the Association and three members appointed by the District. JBC decisions shall be made by consensus. The insurance benefit status quo will continue until the JBC makes a decision to recommend a change.

In the event that the actual premium cost exceeds the District contribution, the JBC shall determine how to adjust the medical and drug benefit plan, teacher contribution, and use of insurance reserve funds to pay the cost of the premium. Notwithstanding, in such situations the Association shall also have the right to elect any one or a combination of the following options in order to reduce or eliminate individual teacher insurance premium contributions:

- a. Reduce the level of coverage, increase deductibles, or reduce the number of programs provided.
- b. Change to a different insurance carrier(s).
- c. Reduce any previously agreed-upon salary schedule increase by an amount sufficient to offset for the additional premium costs.

The District retains the right to select the insurance carrier(s). The Joint Benefit Committee can recommend a change of insurance carrier(s). If a change in carrier is instituted by the District, substantially similar coverage shall be maintained. Notwithstanding, the JBC shall review current insurance programs and will make recommendations to the Board for any cost-effective changes. The JBC will make recommendations on all insurance coverage referenced in this Article.

4. 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 the 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. Eligible employer contributions will begin after timely receipt of the employee's HSA account information.

I. Public Employees Retirement System/Oregon Public Service Retirement Plan

The District shall not withhold from a teacher's monthly salary the teacher contributions/payments required by ORS 238A.335(2)(b).

The District shall pay the six percent teacher contributions required by and pursuant to ORS 238A.335(2)(b). Any amount paid shall be considered to be teacher contributions for all purposes under ORS 238A.330. Pursuant to ORS 238A.335(3), the employer will file any required notices with the Public Employees Retirement Board.

J. IRC Section 125 Flexible Spending Account

The District shall establish Section 125 accounts in accordance with the Internal Revenue Code. If the District changes their Section 125 carrier it will ensure to maintain at minimum the current benefit options.

K. Mileage Reimbursement

Teachers who are required to drive their personal automobiles on authorized District business shall receive an automobile allowance equal to the current Internal Revenue Service (IRS) allowed deduction for business mileage. Such increase shall be effective upon the first of the month following the month in which the increase is announced or upon the effective date of the increase, whichever is later.

L. Mentor Teachers

The parties share an interest in supporting new teachers and agree that if a mentor teacher program is developed during the life of this contract, the parties will collaborate in the program development.

M. Department Chairs

High school department chairs shall be paid \$400 per annum and, in addition thereto, \$65 per annum for each teacher other than the department chair who is assigned to the department.

N. Employee Assistance Program

The referral to and the utilization of the services of the employee assistance program shall be voluntary.

O. Workers Compensation

In the absence of a change in the Workers' Compensation law, the District will continue to provide the health insurance package for teachers on Workers' Compensation.

P. Voluntary, Employee-Paid Life Insurance Program

The District will offer a voluntary, employee-paid life insurance program. The parties agree that related District publications will clearly state that neither the District nor the Association specifically endorse the insurance carrier. In District publications offering the voluntary employee-paid life insurance, the District will also include information about the life insurance policy that is already a paid benefit for teachers.

Article 20—Distance Learning

The District may, at its discretion, implement instructional opportunities through distance learning programs without any further bargaining with the Association. However, if the implementation of the distance learning program will result in the layoff of teachers (as defined in Article 15), the District shall bargain the decision and impact with the Association.

Article 21—Substance Abuse

No District teacher shall possess, purchase, sell, manufacture, distribute, dispense, or use any drug in the workplace, attempt to do so, or be under the influence thereof.

A. Definitions

1. "District", as used in this policy and these rules and regulations, means the Corvallis School District, acting by and through its Superintendent or the Superintendent's designated directors, administrators, or supervisors. If the context herein requires, reference to the "District" regarding the reporting, providing, advising, or giving of any information, unless provided otherwise herein, may be satisfied by doing so to the employer's immediate supervisor.
2. "Drugs", for the purpose of the policy and these rules and regulations, means any illegal drug or controlled substance as defined now or hereafter under the Uniform Controlled Substances Act, in particular ORS 475.005(6), including any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or alcohol.
3. "Workplace", for the purpose of this policy and these rules and regulations, means the site for the performance or work done for the District. "Workplace" includes all real property, facilities, and structures of or owned by the District, any vehicle owned by the District, or any other vehicle, including a teacher's vehicle when used for school purposes approved by the District, and any non-residential property not owned by the District being used for any activity, event, or function sponsored or approved by the District involving students who are under the jurisdiction and control of the District, such as a field trip, athletic event, or the like.

B. Procedures

1. Reporting
 - a. Any teacher who pleads guilty or no-contest to, or who is convicted of any violation of any federal or state criminal drug statute occurring in the workplace is hereby required to notify the Superintendent of such occurrence no later than five days after such conviction or plea of guilty or no-contest. The District shall thereafter give notice as may be required by federal law.
 - b. Any supervisor of the District who becomes, or is aware of a teacher's activity involving alcohol or other drugs in the workplace as set forth and described in Section A.1. above, shall immediately and no later than the next regular work date report such information to the Superintendent or the designee of the Superintendent.

2. Notice

a. District supervisors will provide teachers the following information on an annual basis:

- (1) The dangers of drug and alcohol abuse in the workplace;
- (2) The provisions of District policy and these rules and regulations;
- (3) The availability of drug counseling, rehabilitation, and the District employee assistance program; and
- (4) The penalties a teacher may incur for a violation of this policy or these rules and regulations.

3. District Action

a. As a condition of employment with the District, all teachers are required to abide by the terms and provisions of this policy and these implementing rules and regulations.

b. The District may exercise its right to search any District property and equipment.

c. Disciplinary Action

- (1) If the District determines that a teacher has violated this policy or these rules and regulations, regardless of whether the teacher has been charged with or convicted of criminal activity, the teacher shall be subject to discipline by the District.
- (2) Disciplinary action may include suspension without pay, recommendation to the Board for termination of employment, and/or referral to the appropriate law enforcement agency for possible prosecution.
- (3) Disciplinary action shall be consistent with the terms and conditions of an applicable collective bargaining agreement or provision of law which specifically provides otherwise.

Article 22—Joint Cooperation Committee

Recognizing that many of the demands and pressures placed upon the educational system are largely outside of the control and direction of either the District or the Association, the parties hereby agree to form a Joint Cooperation Committee (JCC) as a mechanism for continued dialogue between the parties during the life of this collective bargaining agreement.

The parties recognize that many day-to-day working conditions concerns are not easily resolved through the collective bargaining agreement, especially if individual building needs are taken into account. The parties, therefore, agree that the Committee shall serve as a vehicle for discussion of these working conditions concerns and as the possible source for a two-way flow of information and effective action resulting from group thinking.

The Committee shall be composed of four members designated by each party as follows: Association president; three Association representatives with one each from the elementary, middle and high school levels; the Superintendent designee; and three District representatives with one each from the elementary, middle and high school levels. The Committee shall meet from time to time as mutually agreed between the parties.

The Committee may address any working conditions/issue it deems appropriate. During the term of this agreement, the Committee may review issues, such as, but not limited to: instructional technology, CEA meeting announcements, grading and reporting of student progress, teacher workload, class size, itinerant staff conditions, extra duty, distance learning, hard-to-fill positions, discretionary placements, and conference schedules. Ultimate recommendations will be submitted for review, consideration, and possible action by the Association and either the Superintendent or Board.

Article 23—Retirees as Returning Teachers

The District has the right to hire PERS-retired teachers on temporary contracts. A teacher who retires from the District and is then rehired shall be a member of the bargaining unit. Articles 7 (Performance and Review), 14 (Transfers and Vacancies), 15 (Layoff and Recall), and 16.H. (Other Leaves) of the bargaining agreement do not apply to retired teachers.

There are two categories of post-retirement employment for teachers who have retired from the Corvallis School District and are PERS-retired: (1) teachers retiring during the school year who wish to complete the year, and (2) teachers who return in school years following the year of retirement.

A. For Mid-Year PERS-Retired Teachers who Complete the School Year

1. Teachers retiring during the school year who complete the year will continue with the same salary and benefits for the remainder of the year. No PERS payments will be made by the District.
2. If the teacher is eligible for early retirement benefits the Early Retirement Incentive Agreement dated April 1, 2005 – June 30, 2017, will be followed.

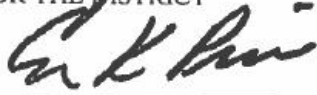
B. For Retirees Hired in Subsequent School Years

1. PERS-retired teachers who are hired in any year following the retirement year shall be placed on the salary schedule step that is nearest to, but not less than, a salary 15 percent below the salary that the teacher was receiving at the time of his/her retirement.
2. The contract year may have fewer days than a typical 190-day calendar. A re-employment calendar with fewer teacher workdays may be mutually developed to address District needs or PERS restrictions on post-retirement employment.
3. Teachers hired post-retirement will continue to earn one sick leave day per month. They may request to carry over up to 25 days of sick leave from pre-retirement accrual, with documentation that the sick leave was not used for PERS retirement calculations.
4. It is the teacher's responsibility to maintain records and ensure compliance with all PERS regulations. If a teacher exceeds the number of PERS-allowable hours, he/she will be responsible for any costs or penalties incurred.

Article 24—Execution/Signatures

Executed in Corvallis, Oregon, by the undersigned officers by the authority of and on behalf of the Corvallis Board of Education and the Corvallis Education Association.


FOR THE DISTRICT



Superintendent

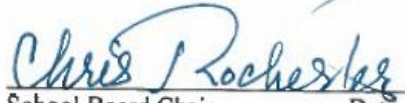
Date

FOR THE ASSOCIATION



CEA President

Date



School Board Chair

Date

Appendix A—Licensed Salary Schedule

Section I. General Provisions

- A. Teachers will be placed on the BA column who have their Bachelors degree and additional credits after their Bachelors degree up to 59 credits.
- B. Teachers will be placed on the MA or BA+ 60 column who have completed their Masters degree and up to an additional 44 graduate level credits after their Masters degree, or teachers who have completed an additional 60 or more credits after their Bachelors degree.
- C. Teachers will be placed on the MA+ 45 and PhD column that have completed their Doctorate degree, National Board Certification, Certificate of Clinical Competence (CCC by American Speech-Language Association), or 45 or more graduate credits after their Masters degree.
- D. Only courses taken from accredited universities will qualify for salary placement purposes.

Section II. Corvallis School District Salary Schedule

CEA Salary Schedule 2015-16*			2% COLA
Step	BA	BA+60/MA	MA+45/PHD
1	37,199	38,552	-
2	38,613	39,966	-
3	40,080	41,432	41,953
4	41,604	42,956	43,476
5	43,185	44,537	45,057
6	44,826	46,178	46,699
7	46,528	47,881	48,401
8	48,297	49,650	50,170
9	50,133	51,486	52,006
10	52,037	53,390	53,910
11	54,014	55,367	55,887
12	56,067	57,420	57,940
13	58,198	59,551	60,071
14	60,410	61,762	62,282
15	62,705	64,057	64,577
16	65,087	66,440	66,960
17	67,562	68,914	69,434
18	70,128	71,481	72,001

**Schedule is based on 190 days*

New hires after 7-1-2005 not eligible for grayed in steps

Step 14 is highest step for teachers on the Bachelors column if hired after 6/30/2005

CEA Salary Schedule 2016-17*			2% COLA
Step	BA	BA+60/MA	MA+45/PHD
1	37,943	39,323	-
2	39,385	40,765	-
3	40,882	42,261	42,792
4	42,436	43,815	44,346
5	44,049	45,428	45,958
6	45,723	47,102	47,633
7	47,459	48,839	49,369
8	49,263	50,643	51,173
9	51,136	52,516	53,046
10	53,078	54,458	54,988
11	55,094	56,474	57,005
12	57,188	58,568	59,099
13	59,362	60,742	61,272
14	61,618	62,997	63,528
15	63,959	65,338	65,869
16	66,389	67,769	68,299
17	68,913	70,292	70,823
18	71,531	72,911	73,441

**Schedule is based on 190 days*

New hires after 7-1-2005 not eligible for grayed in steps

Step 14 is highest step for teachers on the Bachelors column if hired after 6/30/2005

Appendix B—Extra-Duty Schedule

Section I. General Provisions

A. Experience Credit

1. Experience will be granted for previous assignments in the activity in question.
2. Experience granted for placement as a head coach or head advisor will be granted to assistants in that activity at the rate of one year for each two years of experience.

B. Extra-Duty assignments classified as Unit Pay will be compensated in the following manner:

1. Scorekeeping, timekeeping, judging, etc., football games—one unit per half. All other athletic events—one unit per event.
2. Chaperone Duty: special dances (prom, winter formal, etc.)—two units. Other dances (post-game or event)—one unit.
3. Concessions: one unit for set-up, one unit per event.
4. Video Tape Operator: football games—one unit per half. All other events—one unit per event.

C. Appeal of Extra-Duty Pay

The parties agree to an ongoing review process that is intended to allow the compensation level for Extra Duty assignments to be changed as warranted by changing conditions. Prior to November 1, either all of the teachers in a particular extra-duty assignment or the District may submit a request to the Assistant Superintendent for Support Services or designee to review the current salary classification assignment of an extra-duty assignment.

Upon receipt of such request, the Assistant Superintendent for Support Services or designee shall convene an extra-duty compensation study committee to be composed of two high school Activity/Athletic Directors, an administrator who is assigned to the same grade levels as is applicable to the particular extra-duty assignment in question, and three teachers, none of whom are working in the extra-duty assignment that is the subject of the review. In reviewing such requests, the committee shall utilize the same factors as were previously employed in the determination of category assignment.

Athletic and Extra-Duty Pay 2015-2017

Section II. *2% increase to schedule one time in 2015-16*

	Column I (1-3 years)	Column II (4 or more years)
Athletic Director	\$8,160	\$12,240
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		
Cheerleading Coach (no competition)	\$3,032	\$4,631
Dance Team Coach		
Orchestra		
Swimming Coach		
Vocal Music		
Assistants @75%	\$2,274	\$3,473
C		
Cross Country Coach	\$2,404	\$2,911
Golf Coach		
High School Newspaper Advisor		
High School Yearbook Advisor		
Middle School Track		
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		
Middle School Cross Country		
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.*

Unit Pay: Extra-duty pay for video tape operator, concessions, chaperone duty, scorekeeping, timekeeping, judging, etc., is established at the rate of \$20.40. Unit Pay = 2 Hours.

Outdoor School: \$169 for each overnight stay

Staff Trainer: \$288/day

Training (attendee): \$173/day

Appendix C—Corvallis School Nurses

- A. Nurses hired into positions where the District requires TSPC licensure, as well as Grand fathered nurses, shall be on the Licensed (teacher) Salary Schedule.
- B. Nurses hired after May 23, 1983 (TSPC licensure not required), shall be placed on the licensed (teacher) salary schedule in the same manner as prescribed for teachers. Such nurses shall not, however, be allowed to advance beyond Step 4 of the schedule.

- C. Evaluations

Nurses shall be evaluated at least once each year. Written copies of the evaluation(s) shall be given to the teacher.

- D. Exclusions from the Agreement

The following contract provisions shall not apply to licensed or non-licensed school nurses:

Article 7	Evaluation
Article 14	Transfers and Vacancies
Article 15	Layoff/Recall
Section 18 F.	Working Conditions, Preparation Time
Section 19 A.	Licensed Schedule—Shall apply to nurses, except that where the words teacher, teachers or teaching appear, they shall be replaced with the words nurse, nurses and nursing, respectively. In addition, the term school year as used in Section 19.D.2. shall mean from August 20 of any given year through August 19 of the following year.

- E. At the time of this agreement, there are no school nurses, as defined above, employed in Corvallis schools. The parties agree that if school nurses are once again employed, layoff of nurses will recognize the seniority principle and nurses will be subject to the recall and appeal procedures of the contract.

Appendix D—Corvallis School District Grievance Form

Grievant _____ School _____

Home Address _____ Home Telephone _____

Immediate Supervisor _____

Type of Grievance (check one)

- Contract Grievance
 - Policy Grievance
 - Administrative Grievance
-
-

Level One—Supervisor

- A. Grievance statement (Include facts upon which claim is made, contract article, Board policy or administrative regulation violated, and why informal decision is unacceptable)

Date of occurrence of act or condition giving rise to this grievance _____

Date of informal discussion with Supervisor _____

Remedy sought _____

Grievant signature _____ Date _____

- B. Date received by immediate Supervisor _____

- C. Decision by immediate Supervisor _____

Immediate Supervisor signature _____ Date _____

- D. Date received by Grievant _____

- E. Appeal to Level Two (include reasons for appeal) _____

Grievant signature _____ Date _____

=====

Level Two—Superintendent

- A. Date received by Superintendent _____
- B. Date of hearing _____
- C. Decision by superintendent or his/her designee (including supporting reasons) _____

Superintendent/Designee signature _____ Date _____
- D. Date received by Grievant _____
- E. Appeal to Superintendent for Level Three (include reasons for appeal) _____

Grievant signature _____ Date _____
-
-

Level Three—Board (contract or policy grievances)

- A. Date received by Superintendent _____
- B. Date of hearing _____
- C. Decision by School Board _____

School Board signature _____ Date _____
-
-

Level Three—Arbitration (contract grievances)

- A. Date received by Superintendent _____
- B. Appeal to Arbitration
Signature of Grievant _____ Date _____
Signature of Association _____ Date _____

Appendix E—Other Coverage

CORVALLIS SCHOOL DISTRICT 509J
 DENTAL / VISION / LIFE / LONG-TERM DISABILITY
 Summary of Benefits-2015- 2017

Licensed Teachers: Full plan details are available on the district website.

DENTAL	<ul style="list-style-type: none"> • The Traditional Plan has the flexibility of choosing your own dentist, and carries a \$1,500 annual maximum per family member per year. Any portion of the \$1,500 annual maximum that is unused at the end of a 12 month period may be rolled forward to the next 12 month period. • Willamette Dental Group Plan has most services covered at 100% after a \$10 co-pay per visit, no annual maximum, and patients work specifically with Willamette Dental Group dentists.
ORTHODONTIA	<ul style="list-style-type: none"> • Traditional Plan pays 50% of covered charges with a maximum benefit of \$1,500 lifetime per individual. • Willamette Dental Group Plan has no maximum benefit per individual, but the employee pays a co-payment of the first \$1,800.00 of coverage.
VISION	<p>Vision Exam \$200.00 Maximum</p> <p>Vision Hardware \$300 Allowance per 12 month period</p> <ul style="list-style-type: none"> • Up to \$200 unused allowance per 12 months may be used for the next 12 month period
LIFE / AD & D / LONG-TERM DISABILITY	<p>\$50,000 Term \$37,000 Accidental Death & Disability \$2,000 Dependent Life</p> <p>Long Term Disability 66-2/3% of an insured person's monthly salary not to exceed a maximum monthly benefit of \$4,000. Maximum benefit period is generally to age sixty-five.</p>
HEARING	<ul style="list-style-type: none"> • 90% benefit, maximum \$4,000 available every 48 months.