

8:30 AM

Thursday, August 24, 2023

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

Meeting Details: Thursday, August 24, 2023, 8:30 AM in the Knife River Training Center, 35973 Kennel Rd SE, , Albany, OR 97322.

Oregon law allows public meetings to be held entirely online; therefore, we will NOT have seating available at the meeting site. If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.

- I. **CALL TO ORDER AND ROLL CALL (8:30 a.m.)***
- II. **WELCOME**
- III. **DECISION-MAKING FRAMEWORK (9:00 a.m.)***
- IV. **BREAK (9:45 a.m.)***
- V. **BOARD GOAL WORK: BREAKOUT GROUPS (10:00 a.m.)***
- VI. **LUNCH BREAK (12:00 p.m.)***
- VII. **GOAL ROTATIONS (1:00 pm.)***
- VIII. **REFLECTION (3:15 p.m.)***
- IX. **RATIFY CONTRACT WITH CORVALLIS EDUCATION ASSOCIATION (4:00 p.m.)***



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Jennifer Duvall, Human Resources Director
Meeting Date: August 24, 2023

Ratify Contract with Corvallis Education Association (CEA)

ACTION REQUESTED

Issue

The current contract with the Corvallis Education Association (CEA) expired June 30, 2023.

Involvement

Contract negotiations occurred with representatives from CEA and the District that started March 7, 2023. After many meetings, a tentative agreement was reached on August 2, 2023, for a three-year agreement.

Attached are the changes to the contract language; highlighting denotes changes. CEA membership ratified the agreement on August 23, 2023.

ACTION REQUESTED:

Approve the contract with CEA for 2023-2026.

MOTION REQUESTED:

"I move to approve the contract with CEA for 2023-2026."

Tentative Agreement - Corvallis School District and CEA

Article 1:

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, state-board licensed social workers, mental health providers and nurses employed by the District on matters of salaries, related economic policies, and other conditions of employment. All bargaining unit members are referred to as "~~teacher~~" or "~~teachers-licensed staff~~." *<Will need to adjust this throughout the contract>*

Temporary teacher is defined as a teacher employed to fill a position designated as temporary, experimental, or to fill a vacancy which occurs after the opening of the school. The terms in this Agreement Articles 14 (Transfers and Vacancies), 15 (Layoff and Recall), and 16.G. (Other Leaves) do not apply to temporary teachers.

Excluded from the bargaining unit are: all administrative and supervisory positions, and substitute teachers.

It is understood that nothing in this Agreement should be construed as requiring the Association to provide representation to a non-member of the Association.

Article 5 - Association Rights

H. District Safety Committee

The Association president will be a member of the District's safety committee. A reasonable effort will be made to schedule these meetings when the Association president or their designee can attend.

Article 9 - Complaint Procedure

F. Bias Incident Response Process

All bias incident reports directed towards a licensed staff member require the same processes as a compliant and disciplinary procedure, even if the intent of the process is non-disciplinary in nature.

Article 11 - Personal and Academic Freedom

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, and licensed staff makes pacing and script adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum.

The principles of academic freedom cannot supersede the basic responsibilities of the teacher to the education pro-fession. 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.~~ A reasonable adherence to the District-prescribed curriculum wherein licensed staff shall be expected to use the district adopted curriculum, align with colleagues, and teach to the appropriate identified standards, but shall not be expected to relinquish creative and intellectual control.
5. A commitment to engaging in the District’s equity work.

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 with School Board Policy, the teacher shall be entitled to be present at any level considering review of materials to state their views.

D. Professional Learning Communities (PLCs)

When the District ~~and~~ or the the Association deem necessary, representatives shall convene an advisory committee to review Professional Learning Communities (PLC’s). ~~The guidelines for committee work are found in the Committees Memorandum of Agreement.~~

There is a shared belief that teachers are professional and that they will use PLC time to meet the learning needs of their students. The meetings are intended to be collectively led by the members of the PLC and supported by district and building administrators.

E. Grading and Reporting

When the District ~~and~~ or the the Association deem necessary, representatives shall convene an advisory committee to review grading and reporting practices. ~~The guidelines for committee work are found in the Committees Memorandum of Agreement.~~

Article 12 - Maintenance of Class Control, Safety, and Discipline

A. The District and Association believe the work environment for licensed staff should be free of unreasonable risk to licensed staff's health and safety. This includes consistent application of standard procedures and clear communication for District Behavior Guidelines for students. The District Behavior Guidelines follow district policies.

B. If the District proposes a change in district policies that affect the District Behavior Guidelines ~~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.

C. The District will notify all staff annually of the District Behavior Guidelines, including the District's safety protocol, threat assessment process, as well as the communication protocol for incidents involving school and public safety.

D. Building principals will provide teachers with the District Behavior Guidelines ~~school-wide expectations and interventions District-wide student support handbook and school-wide 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.

E. Licensed staff are expected to teach the school-wide expectations, as referenced in the District Behavior Guidelines, to all students annually.

F. ~~Both parties agree that teachers and administrators share the responsibility for dealing working constructively with students, and further agree that all decisions regarding student behavior must be made with the safety of students and staff as a top priority. The written school-wide student discipline procedure~~ The District Behavior Guidelines shall specify minimum standards of student conduct in the classroom. In addition, it will include information on how to support students with mental health needs including available District resources. The document ~~it~~ shall further specify the circumstances under which a student may be removed from the classroom, ~~until the student is regulated~~, including those involving extreme behaviors that present danger to the students' and/or teacher's well-being ~~security~~.

G. The District Behavior Guidelines ~~written school-wide student discipline procedure~~ shall provide for consultation between the teacher and the principal or their designee prior to returning the student to class. A written summary will be provided following the consultation. 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, if a student or staff member was harmed by the student, or if physical restraint was used. The principal or their designee shall have the final authority to resolve all student disciplinary matters referred to them 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.~~

H. Any time a licensed staff member is subjected to ~~unsolicited unprovoked~~ physical contact from a student ~~that causes injury~~, the teacher and building administrator will file an incident report. ~~The District Behavior Guidelines will be followed regarding communication and follow-up with staff.~~

I. When the District becomes aware, including intra-district transition, it ~~The District~~ will communicate relevant information about students with intensive behavioral needs in a timely manner to any teacher providing services to the student. In addition, notice will be provided when the District has been informed that a student has been adjudicated for engaging in a crime involving violent behavior.

J. A District Behavior Committee will be established that is made up of five representatives from the District and six representatives from the Association. Representation must be present from elementary, middle, and high school levels and include representation from the DLI program. This committee will meet three times a year.

The purpose of this committee is to review the District Behavior Guidelines from each level and to make recommendations for improvement and suggest professional learning opportunities that support the interventions and strategies outlined in those plans.

Article 15 - Layoff and Recall

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.
4. The District will adhere to ORS 342.934 as it pertains to cultural and linguistic expertise.

Article 18 - Working Conditions (will need to re-letter based on agreements)

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) 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.

If a teacher attempts to use a sick or personal day and schools are closed due to inclement weather, the teacher's absence will be voided and that day will be added back to their sick leave, except if the teacher is on a long term leave.

If there is a delayed start, teachers will report to work as soon as they safely can.

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. Staff will be provided with a flexible school calendar of required events before October 1st.
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 work day, 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.

New letter: Workload and Class Size

The team recognizes that large class loads represent a hardship on educators, as well as students in the classroom and acknowledges that the District may lack the ability to control all of the factors that influence class size, particularly the number of available classrooms and the number of students. Students necessitating individual programs will be taken into account when assigning children to classrooms and every effort possible will be made to ensure fair appropriate distribution of workload. Individual accommodations are accommodations included in, but not limited to IEPs, 504s, behavior plans, health protocol.

H. 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 (e.g., 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 (e.g., 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 teachers will not have gaps in their daily schedule. Part-time teachers shall be granted uninterrupted planning time in proportion to their FTE.

Part-time schedules will be reviewed by levels and reviewed during JCC and necessary MOA's will be in place prior to the start of each grading period.

Any part-time teacher who substitutes on their non-contracted time for the District will be paid at their per diem rate, prorated according to time as a substitute (on an hourly basis).

L. Special Education and Speech Language Pathologists

1. Teachers – Special Education teachers and SLPs will be assigned two additional work days for case management/transition compensated at their regular daily rate. Special education teachers and SLPs who work in elementary dual immersion schools will be paid a stipend equal to an additional two days (four days total) for coordination of translation and interpretation for documents and meetings.
2. IEP Meetings – The District will allocate \$25,000 per year to hire substitute teachers to address excessive teacher workload due to IEP responsibilities. This money may be allocated to special education, SLPs and regular education teachers.
3. A committee represented by the District and Association will collaborate on a special education systems review and calibration. Each party will appoint up to 5 representatives and meet at least two times per year. This review will include, but is not limited to caseload, workload and scheduling. This committee will recommend parameters for 1.0 FTE and accommodations when the workload is in excess of 1.0 FTE.

N. District Safety and Communication Protocol - incorporated into Article 12, remove this section.

R. Teachers who work at multiple sites

Teachers assigned to multiple sites that are required to travel shall have adequate paid travel time to get to their sites. Such travel time shall be exclusive of their lunch and preparation period. In the event that the schedule precludes access to full preparation or lunch period, that member shall timecard and be paid at their prorated per diem rate.

Article 19 - Compensation (will need to re-letter based on agreements)

M. Co-Teaching

Teachers who are expected to participate in co-teaching will receive initial training in advance, and throughout the year as requested, in best practices for their specific teaching situation. The roles and responsibilities of each member of the co-teaching partnership will be clearly identified

in writing, and provided to the partners prior to student contact, and made available to the association president upon request.

P. 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. A licensed staff member can choose to backfill the difference between what the state pays them while on workers compensation with any accrued paid leaves they have available to them.

New letter: Oregon Paid Family Medical Leave (OPFML)

A licensed staff member can choose to backfill the difference between what the state pays them while on OPFML with any accrued paid leaves they have available to them. It will be the licensed staff member's responsibility to notify the district of what they received from the state.

New letter: Mental Health Therapists (MHT) and District Nurses

Mental Health Therapists and District Nurses who bill Medicaid will have their annual license (LPC, LCSW, State board of Nursing license) renewal paid for by the District. The MHT and District Nurse will be responsible for renewing this license and will be reimbursed by the District.

New letter: Severance Benefit

The District will offer a severance benefit to any licensed staff who has completed a minimum of 20 years of service in the Corvallis School District and resigns or retires their employment with the District. Eligible licensed staff shall receive lump sum payment equivalent to 12 months District-provided insurance benefits at the equivalence of their last year's FTE.

Article 21 - 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 up to four members designated by each party as follows: Association president; up to three Association representatives with one each from the elementary, middle and high school levels; the Superintendent designee; and up to 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 this agreement, JCC topics will also include a review of Appendix B (Extra-Duty), review annual extra duty stipends, collaboration time with multiple employee groups for curriculum and student behavior support development, adding to part-time FTE, TOSA job descriptions, class size review, traveling teachers' daily schedule, staff communication, peer mediator program,

historically oppressed recruitment and retention, and co-teaching. Ultimate recommendations will be submitted for review, consideration, and possible action by the Association and either the Superintendent or Board.

Extra Duty:

Extra Duty Schedule - Appendix B

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.

B. The following extra-duty assignments will be paid at an hourly rate:

Scorekeeping, timekeeping, judging, etc. at athletic events; chaperoning dances; concessions; video recording at athletic events.

Unit pay \$25/hour

D. Criteria for Performing Arts Stipends

Elem Specialists (art, music, PE) – In order to receive the elementary specialist stipend, the elem specialist will provide 2 events per year that is not during the regular school day and conduct other performance obligations as necessary (eg. Assemblies, graduations, etc.).

1. MS Choir – In order to receive the MS choir stipend, the choir director will provide 4 concerts/year (about 1/quarter), facilitate honor ensemble auditions & student preparation (e.g. All State, All NW, NW ACDA, etc.), facilitate Solo/Ensemble preparation & participation for students, and conduct other performance obligations as necessary (e.g. competitions, festivals, assemblies, graduations, fundraising, etc.). They will also carry out ES recruitment & outreach.

2. HS Choir – In order to receive the HS choir stipend, the choir director will provide 4 concerts/year (about 1/quarter), facilitate honor ensemble auditions & student preparation (e.g. All State, All NW, NW ACDA, etc.), facilitate Solo/Ensemble preparation & participation for students, and conduct other performance obligations as necessary (e.g. competitions, festivals, assemblies, graduations, fundraising, etc.). They will also carry out MS recruitment & outreach.

3. MS Band – In order to receive the MS band stipend, the band director will provide 4 concerts per year, prepare for and participate in competitions/contests (All State, etc.) and other performances, facilitate ensembles/festivals, and will carry out elementary school recruitment.

4. HS Band (includes marching band) – In order to receive the HS band stipend, the band director will provide 4 concerts per year, prepare for and participate in competitions/contests (All State, etc.) and other performances, facilitate ensembles/festivals, and will carry out MS recruitment. In addition, they will direct the marching band at home football games, and the pep band at home basketball games.

5. MS Orchestra – In order to receive the MS orchestra stipend, the orchestra director will provide 4 concerts per year, prepare for and participate in competitions/contests (All State, etc.)

and other performances, facilitate ensembles/festivals, and will carry out elementary school recruitment.

6. HS Orchestra – In order to receive the HS orchestra stipend, the orchestra director will provide 4 concerts per year, prepare for and participate in competitions/contests and other performances, facilitate ensembles/festivals, and will carry out MS recruitment.

7. If for some reason the in-person events listed above are not allowed, choir, band, and orchestra teachers will modify their existing schedule to accommodate remote activities. They will still receive their full stipend.

8. Drama (category A) - In order to receive the drama stipend, the HS drama teacher will provide a minimum two productions per year. Half the stipend will be paid for one production.

Extra Duty category changes

*Cheer and dance - HS activities that occurs over more than one season will be paid for each season.

*Move golf and tennis coaches from C to B

Elem Specialist (art, music, PE) stipend category D

Article 19 - Compensation

Yr 1: 7.5% COLA, insurance \$1425/month; The percentage for the longevity step shall be increased to equally match a full-step in their respective columns. (191 days)

Yr 2: 5.0% COLA, insurance \$1475/month;

Yr 3: 4.0% COLA, insurance \$1525/month;

Agreed to a committee coming together to review policy and recommend a proposal for co-curricular and affinity group stipends and parameters during 2023-24, for roll out in 2024-25.

X. ADJOURNMENT (4:15 p.m.)*

*All times are approximate.

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

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

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

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

Public Comment –

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

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

SCHOOL BOARD MEMBERS			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714-3305
Sarah Finger McDonald	541-908-3756		

EXECUTIVE STAFF MEMBERS	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent	541-766-4857
Olivia Meyers Buch, Finance and Operations Director	541-757-5874
Jennifer Duvall, Human Resources Director	541-757-5840
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841