

*Clackamas Education
Service District*

2022-2024
Collective Bargaining
Agreement

Between
Clackamas ESD Board of Directors
and
Clackamas ESD Education Association



TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - NEGOTIATIONS PROCEDURE	4
ARTICLE 4 - ASSOCIATION RIGHTS	4
ARTICLE 5 - EMPLOYEE RIGHTS	6
ARTICLE 6 - GRIEVANCE PROCEDURES	8
ARTICLE 7 - NON-DISCRIMINATION	11
ARTICLE 8 - TRANSFERS	11
ARTICLE 9 - REDUCTION IN FORCE AND RECALL	12
ARTICLE 10 - EMPLOYEE WORKING CONDITIONS	16
ARTICLE 11 - PAID LEAVES	21
ARTICLE 12 - UNPAID LEAVE	26
ARTICLE 13 - SCHOOL CLOSURES	28
ARTICLE 14 –ASSOCIATION MEMBERSHIP AND DUES	29
ARTICLE 15 - DUES AND PAYROLL DEDUCTIONS	30
ARTICLE 16 - COMPENSATION	31
ARTICLE 17 - EXPENSE REIMBURSEMENT	33
ARTICLE 18 - BENEFITS	34
ARTICLE 19 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT	35
ARTICLE 20 - MAINTENANCE OF STANDARDS	36
ARTICLE 21 - FUNDING	36
ARTICLE 22 - SAVINGS CLAUSE	37
ARTICLE 23 - MANAGEMENT RIGHTS	37
ARTICLE 24 - STRIKES AND LOCKOUTS	38
ARTICLE 25 - EMPLOYEE EVALUATION	38
ARTICLE 26 – STUDENT BEHAVIORAL MANAGEMENT AND INTERVENTION	39
ARTICLE 27 - TERM OF AGREEMENT	39
ARTICLE 28 - EXECUTION/SIGNATURES	40
APPENDIX A-1	41
APPENDIX A-2	42
APPENDIX B	43

ARTICLE 1 - PREAMBLE

A. Agreement

This agreement is entered into between the Board of Education on behalf of the Clackamas Education Service District, herein referred to as the "Board" or "District" and the Clackamas Education Service District Education Association, herein referred to as the "Association," affiliated with the Oregon Education Association and the National Education Association.

1. The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit pursuant to Oregon law.
2. This agreement shall modify, replace or add to any precedent policies, rules, regulations, procedures, or practices of the District which shall be in direct conflict or violation of its terms.
3. This agreement shall not be modified except by written agreement between the Association and the District.

ARTICLE 2 - RECOGNITION

A. Exclusive Bargaining Representative

The Board hereby recognizes the Clackamas Education Service District Education Association, hereafter the "Association," as the sole and exclusive bargaining representative with respect to wages, hours and conditions of employment as set forth in Oregon Law, Chapter 243, for the term hereof of all:

1. Full and part-time (half-time or more) licensed, certified or contracted personnel.
2. Licensed, certified or contracted personnel who enter into an approved job-share agreement with the District.

B. Definitions

1. "Employee," when used herein, shall refer to all employees included in this bargaining unit.
2. "Regular employee," when used herein, shall refer to an employee who has completed the probationary period and is assigned to a position that does not require a teaching license.
3. "Contract employee," when used herein, shall refer to an employee who has completed the probationary period and is assigned to a position that requires a teaching license.

4. Probationary period shall be three successive school years unless the CESD Board enters into an agreement for a one or two year probationary period, which it may decide only for employees who have satisfied the three-year probationary period in another Oregon school district.

C. Exclusions

Managers, confidential employees and substitutes are specifically excluded from the bargaining unit.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. Final Agreement

There shall be two (2) signed copies of the final agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

B. Recommendations

The Association does not waive its right to make recommendations to the Board of Education about proposed changes in conditions of employment not covered by the agreement or dropped during negotiations.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Facilities

ESD buildings may be used for Association meetings at reasonable times during non-duty hours provided there is no conflict in scheduling such use and provided the Association reimburses the District for reasonable costs incurred.

B. Equipment

The Association shall have the right to use a District computer, if available, and copier for preparation and duplication of materials for communication to members, when such equipment is not otherwise in use. The Association shall pay reasonable costs of all materials and supplies incidental to such use, and for any equipment repair resulting therefrom. The District will print materials for the Association at the rate established for other non-profit organizations.

C. Bulletin Boards

The Association shall have the right to post notices of activities on an Association bulletin board provided by the District in a central location of the ESD. All posted items will bear the signature of the authorizing Association member. The Association president shall be responsible for maintaining the bulletin board in a neat and orderly condition.

D. Faculty Meetings

The Association shall have the opportunity to make announcements at the end of regularly scheduled staff meetings. Attendance by staff during the period of such announcement shall be voluntary.

E. Board Meeting Agenda

The agenda and minutes for any regularly scheduled board meeting shall be posted on the Clackamas ESD website.

F. Training Programs

The Association shall have the opportunity to make recommendations to the District in planning training programs.

G. Staff Listing

The District will continue to compile a listing of staff covered by this Agreement including work address and telephone numbers and make a copy of same available to the Association.

H. Courier Service

The Association has a right to use the District courier service for distribution of communications to members of its bargaining unit. The Association agrees to hold the District harmless from any liability for having permitted this use of the District courier service.

I. Release Time

1. Members of the Association's bargaining team may be released during the contract day to attend collective bargaining sessions with the District.
2. The Association president and grievance chairman or their designees may be released during the contract day to attend grievance hearings or to deal with matters of contract maintenance.
3. Within the first thirty days of hire, the Association shall have the right to meet with an employee for thirty minutes. The time will not be during an employee's lunch, prep, or break time and will be paid at the employee's regular rate of pay. If, at the employee's date of hire the District has a date set for an upcoming group orientation for all newly hired employees, the Association's thirty minute meeting with the employee will be during the District's orientation program. The District will schedule at least two orientation programs per year.
4. All requests for such releases shall be made by the Association president to the Superintendent or his/her designee. If substitutes are necessary for such

absences, the Association will pay the cost of the substitutes at the rate established by the District for the current year.-The District's current procedures for hiring substitutes will be followed. Such absences shall not exceed fifteen (15) days or a total of 120 hours during a given contract year.

5. If an Association member holds a state or national union office, the member shall suffer no loss of pay or benefits and will be released to perform the duties of that office. If a substitute is required for the employee, the ESD will be reimbursed for the costs of the substitute for releasing the employee for the duties.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Personnel Files

1. The District shall provide reasonable opportunity for an employee to inspect, at the ESD Administration Building, those personnel records of the employee which are used or have been used to determine the employee's qualification for employment, promotion, additional compensation or employment termination or other disciplinary action.
2. At the request of the employee, the District shall furnish a certified copy of such records.
3. The District shall keep a terminated employee's personnel records for not less than sixty (60) days. At the request of the employee, the District shall furnish a certified copy of such records, within the sixty (60) day period.
4. The District may make only such charge for copies as is reasonably calculated to recover the actual cost of providing the service.
5. An employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the employee's personnel file.
6. An employee's personnel file shall be open for inspection by the employee, but shall be open only to such other persons as are officially designated by the District or by the employee.

B. Protection Under the Law

Unless specifically stated, nothing in this agreement shall be construed to deny an employee his/her constitutional or statutory rights under the laws of Oregon and the United States.

C. Just Cause

No employee in the bargaining unit shall be disciplined, suspended, reprimanded, reduced in rank or compensation for disciplinary reasons without just cause. The above,

however, shall not apply to suspension pending discharge or to the dismissal of employment, non-extension or non-renewal of a teaching contract as provided by the Accountability for Schools in the 21st Century Law.

D. Complaint Procedure

A complaint is any negative remark or criticism made to the District against a member. Complaints regarding the performance or behavior of an employee made by a parent, student, other ESD employee or other person which individually or collectively appear to have merit in the view of the supervisor shall be discussed privately with the employee.

1. If the supervisor believes the complaint may be used as the basis for negative evaluation, or discipline, the supervisor shall provide an opportunity to meet with the employee within ten (10) employee work days of receipt of the complaint. The supervisor shall provide prior written notice of the meeting to the employee and the Association, including a statement regarding the nature of the complaint.
2. The employee may respond to the complaint during the initial meeting with the supervisor and may provide an additional response within ten (10) employee work days of the initial meeting.
3. If the specifics of the complaint are in question, a meeting will be arranged between the employee and the complainant if the employee requests such a meeting, and if the complainant is agreeable to such a meeting. A member of the administration and the employee's representative may attend this meeting.
4. If an evaluative statement is to be placed in the employee's personnel file, or if disciplinary action will be taken based solely on the complaint, the complaint must be in writing and signed by the complainant. If a complaint is made orally, the supervisor may commit the complaint to writing.
5. If any details within the complaint are to become part of the employee evaluation process and entered in the employee's personnel file, or if the complaint will lead to disciplinary action, the employee shall be so informed at a meeting that occurs within ten (10) work days of the employee response. A member of the administration and the employee's representative may attend this meeting.
6. Complaints which are not discussed with the employee shall not be considered in the evaluation process or used in discipline.
7. Nothing in this Article shall impair the District's legal obligations to report alleged violations to the proper authority.

E. Personal and Academic Freedom

1. Personal life of a member of the bargaining unit, except as specified in the

Accountability for Schools in the 21st Century Law, is not an appropriate concern of the Board.

2. Employees shall be entitled to full rights of citizenship including free speech. No religious or political activities of any employee or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such employees, providing said activities do not violate any local, state, or federal law.
3. The Association and the District acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to perform their prescribed teaching function. Therefore, employees shall be guaranteed freedom in teaching controversial issues provided that: 1) said material is relevant to the individualized student needs, 2) said material is appropriate to the student's functional level, and 3) the student's and/or parent-guardian's rights, as guaranteed in statute and administrative rules, will not be violated.
4. In performing their teaching functions, employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided that personal opinions are clearly identified and varying aspects or sides of the issues are presented.

F. Representation

Employee may elect to have representation by the Association when/if:

1. In the Grievance Procedure
2. In Due Process Hearings
3. On a Program of Assistance for Improvement
4. In investigatory meetings that could be used to discipline the employee.
5. In meetings as part of the complaint procedure.

G. Property damage or theft

1. The District will reimburse for an employee's costs for similar replacement personal property that is damaged at the workplace. The employee will submit a written explanation of the incident, which must be within the scope of duties, and was not due to fault of their own.

ARTICLE 6 - GRIEVANCE PROCEDURES

A. Definitions

1. "Grievance" shall mean a claim by a bargaining member or members or by the

Association that a provision of the collective bargaining agreement between the parties or a Board policy has been violated, misinterpreted, or inequitably applied, except that grievances on Board policy shall conclude with Step 3 of this Article.

2. "Grievant" shall mean the person or persons or group who file a grievance. The names of all impacted unit members shall be identified at both the informal and formal levels.
3. For the purposes of this article, "work days" shall mean days that the Clackamas ESD is open.

B. Time Limits

Time limits shall not be extended or modified except by written agreement of the parties hereto. All days shall mean working days. The failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the grievant to take the grievance to the next step within the time limit specified therein if applicable. Failure of the grievant to comply with a time limit set forth herein shall constitute acceptance of the District's position on the matter.

C. Representation

The grievant may be represented by themselves, or at their option, by a representative of the Association. At the request of the employee, an Association representative may attend meetings in the grievance procedure. All documents pertaining to the grievance will be kept in a file separate from personnel files, unless the documents would otherwise be maintained in the personnel file.

D. Procedure

1. Step One - Supervisor - If an employee believes a violation of the contract or policy has occurred, within 60 working days of the incident, the grievant shall meet with the supervisor or director, or the employee shall submit a written grievance identifying the article or policy at issue. The written statement shall give a clear and concise explanation of the alleged violation and the relief sought. The immediate supervisor will reply to a written grievance, in writing, within seven (7) working days after receipt of the written grievance.
2. Step Two - Superintendent or Designee - If the grievant is not satisfied with the disposition of his/her grievance at Step One, the grievant may file the grievance in writing with the Superintendent within seven (7) working days after the completion of Step One procedures. The written grievance shall specify the specific management action or inaction being grieved, the contract article or articles and sections or paragraphs thereof or Board policy alleged to have been violated, and the specific remedy sought. The Superintendent shall have seven (7) working days in which to set a hearing date for the grievance. After the hearing, the Superintendent shall communicate his/her written decision and the

reasons for that decision within seven (7) working days to the grievant and the Association.

3. Step Three - Clackamas ESD Board - If the grievant is not satisfied with the disposition of this grievance at Step Two, the grievant may file the grievance in writing with the Board within seven (7) working days after the completion of Step Two procedures. At the next regularly scheduled Board meeting, provided the written grievance is received at least ten (10) working days prior to the Board meeting, or at the subsequent scheduled Board meeting but no more than 30 working days from the receipt of the written grievance, the Board shall meet with the grievant in an effort to resolve the grievance. If the grievant is not satisfied with the disposition of his/her grievance at Step Three, or if the Board has rendered no decision within seven (7) working days after meeting with the grievant, the grievant may, within fourteen (14) working days of the meeting with the Board, request the Association to submit the grievance to binding arbitration.
4. Step Four - Binding Arbitration - Within twenty-one (21) working days after receiving the grievant's request, the Association shall notify the Superintendent that the grievance is being submitted to binding arbitration. Within fourteen (14) working days after such notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If a mutually acceptable arbitrator is not secured, the Employment Relations Board (ERB) rules will be followed in the selection of an arbitrator. Except as otherwise expressly provided in this Agreement, the arbitration shall be conducted in accordance with the Employment Relations Board rules. If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following manner:

Immediately after the filing of the Demand or Submission, the ERB shall submit simultaneously to each party an identical list of names of persons chosen from the Labor

Panel. The parties will flip a coin to determine who strikes first, then strike alternately until one name remains. The Arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision not later than thirty (30) working days from the date of the closing of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. No issue shall be arbitrated or subject to arbitration unless such issue results from an action which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the Arbitrator which grants any right or relief for any period of time prior to execution date or after the expiration date of this Agreement.

Grievances timely initiated under the terms of a prior agreement shall be continued in accordance with the terms of that agreement and any grievance timely initiated prior to the expiration of this Agreement will be continued in accordance with the terms hereof. Cost of services of the Arbitrator, including

per diem expenses, travel and subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. Decision of the Arbitrator shall be final and binding upon the parties.

E. Non-Reprisal

Neither the Association nor the District shall take any reprisal against any person or agency as a result of the exercise of his/her or its rights under this Article. If a claim or a reprisal should be raised, it shall be the employee's obligation to show that such claimed reprisal is the direct result of the employee's exercise of his/her rights hereunder and not the result of other considerations. A claim that the District has violated this section shall not be allowed where the teacher has been non-renewed or dismissed since such matters are covered by ORS 342.805-930 (Fair Dismissal Law).

ARTICLE 7 - NON-DISCRIMINATION

The Board and Association shall not discriminate against any employee on the basis of race, color, national origin, sex, gender identity, pregnancy, religion, age, veteran status, ability, sexual orientation, marital status, association with a protected class, membership in the Association, or participation in Association activities.

ARTICLE 8 - TRANSFERS

A. Voluntary Transfer

A voluntary transfer is a voluntary change in assignment that is initiated by an employee.

1. All vacancies will be posted on the Clackamas ESD website. Employees may apply in writing for a specific position by the closing date.
2. A current employee will be granted an interview for a position if they meet the posted qualifications for the position.
3. If an employee's request for a voluntary transfer has been denied, they will have an opportunity to meet with the Director and to receive an explanation for the denial if they desires.

B. Involuntary Transfer

An involuntary transfer is any involuntary change in building, program, assignment, geographic area, service team, or subject matter assignment that is made without the consent of the employees involved. No employee will be involuntarily transferred without written notice including a description of the program need being addressed.

1. Whenever possible, notice of involuntary transfer and the reasons will be

given to the employee at least fifteen (15) calendar days before the transfer is to occur. When such advance notice is not possible, the employee will be notified within twenty-four (24) hours of the decision to implement the transfer.

2. When an employee is being involuntarily transferred, they will have the opportunity to meet with their appropriate director and will be provided the reasons for the involuntary transfer at the meeting.
3. When an involuntary transfer is considered by the District to be necessary, an employee's professional training to perform a specific program and his/her job performance on the last employee evaluation (last two evaluations for those employed two or more years) will be considered in making the decision. In the event that two persons shall be deemed equal, job experience with the Clackamas ESD performing related tasks shall be used to make the final decision.

ARTICLE 9 - REDUCTION IN FORCE AND RECALL

A. Reduction in Force Notification

1. When the District determines that a reduction in force of any staff positions is necessary, the District will provide thirty (30) days written notification to the Association. The notice will include position(s) to be affected, the proposed time schedule, and the reasons for the proposed action.
2. The District will also present to the Association information regarding funding, educational needs, shifting priorities, and other factors that appear to the District to be appropriate.
3. The Association may notify the District of a desire to consult about the reduction in force within seven (7) calendar days of receipt of the notice from the District. The District will schedule the consultation within seven (7) calendar days.
4. Sudden, unanticipated funding shortfalls beyond the control of the District may cause the Association and District to mutually agree to shorten the timelines.
5. The District will provide the Association with a seniority list on December 1 of each year and an updated list, as needed, at the time of layoff notification to the Association. Seniority shall be defined as the length of continuous employment with the District beginning with the first day of actual service as a teacher or in another position recognized by the Clackamas ESD Education Association. Leaves of absence will not interrupt continuous service. Ties for position on the seniority list will be broken by a mutually agreed upon process for drawing of lots in the presence of Association and District representatives.

B. Procedure for Reduction in Force

1. The District will make every reasonable effort to:
 - a. Transfer employees in positions scheduled for discontinuation to vacant positions or those currently held by a private contractor, for which they are licensed and/or qualified. If no vacancies exist, a more senior employee will be transferred to a position for which they are licensed/authorized, and/or qualified that is currently held by the least senior employee, appropriate as defined by Article 9 B 2 and 3. If two or more employee's positions are discontinued, who have comparable licensure/qualifications; the more senior employee will have first choice of available transfer options. Notice of transfer will be delivered personally or by certified mail, return receipt requested. The employees will have seven (7) calendar days to notify the District, in writing, of their acceptance of the transfer or their resignation.
 - b. Combine positions in a manner which allows employees to remain qualified so long as the combined positions meet the needs of the District.
2. The following criteria shall be applied in determining which employees shall be retained:
 - a. To fill a position that requires a license or authorization, the employee must be properly licensed or authorized at the time of layoff. "At the time of layoff" is defined as the last day worked under contract as a licensed employee in the District.
 - b. To fill a position that does not require a license or authorization, the employee must meet the minimum qualifications as listed in the position description at the time of layoff.
 - c. In determining employees to be retained when the District reduces its staff under this Article, after license/authorization or qualifications have been determined, seniority as defined in 9.A.5 shall be applied.
3. If the District desires to retain an employee with less seniority than the employee being released under this section, the District shall determine that the employee being retained has more competence or merit than the employee with more seniority who is being laid off. A competence or merit difference must be demonstrable and significant for the position.
 - a. Competence in a licensed or authorized position means the ability to teach or provide specialized service (i.e., physical therapy, occupational therapy, speech language therapy) to an age or grade level, based on recent experience within the last five years, or educational attainments, or both, but not based solely on being licensed or authorized to teach or provide specialized service to an age or grade level. A determination will be made whether it is necessary to retain a qualified teacher with cultural or linguistic expertise as set

forth in ORS 342.934.

- b. Competence in a position that does not require a license or authorization means the ability to perform the essential functions of the position based on recent professional work experience within the last five (5) years, or educational attainments, or both.
 - c. Merit means the measurement of one employee's ability and effectiveness against the ability and effectiveness of another employee. Merit will only be considered if the employee is currently on a Program of Assistance for Improvement.
4. Employees who are on leave of absence will be subject to the same criteria as all other employees and, for the purpose of reduction in force, shall be deemed to hold active employment status.

C. Implementation of Layoff

- 1. Layoff shall mean to place an employee on inactive duty status for a period of time of up to twenty-seven (27) months. Employees who are laid off shall receive no salary, benefits, or other accruals except as specifically provided for in this Article.
- 2. Any employee who is to be laid off will be notified personally, when possible, and in writing at least fifteen (15) calendar days before the proposed action. Such notice will include the proposed time schedule and the reasons for the proposed action.

D. Recall

- 1. Recall is the procedure for returning employees who have been laid off to active employment status within the District.
- 2. Employees who are affected by layoff under the provisions of this article shall be placed on the District's recall list. The District shall not consider for recall an employee who, at the time of layoff, has presented to the Director of Human Resources a written request not to be considered.
- 3. Employees shall retain recall rights for twenty-seven (27) months following layoff. Recall shall be offered to the most senior member on the recall list who holds the appropriate license or authorization or who meets the minimum qualifications for the position. If the District desires to recall an employee with less seniority, the employee being recalled shall have more competence and/or merit as defined in B.3 than the employee with more seniority.
- 4. Employees on the recall list who gain new licenses, endorsements, or authorizations shall be considered for recall to positions that require the new license, endorsement, or authorization. However, a laid-off employee may not displace a retained employee because of a new or enhanced license. It is the responsibility of the laid-off employee to notify and submit a copy of the new

license to the Human Resources Department as soon as the new license is granted.

5. In the event of a recall, the District will notify the employee by certified mail, return receipt requested, at the last address given to the District's Human Resources Department by the employee.
6. The employee(s) who wish to return will notify the District's director of human resources within ten (10) calendar days of the receipt of the notice, in writing, of acceptance or rejection of the District's offered position and will return to active duty within thirty (30) calendar days of notification, unless granted an extension of time by the superintendent.
7. Rejection of a specific position, failure of the employee to respond within the time specified, or failure to report to work on the date specified in the recall notice will terminate the employee's right to recall.

E. Benefits on Recall

The following benefits shall accrue to employees who accept a position with the District under a recall:

1. Upon return to active employment, all accumulated sick leave for which the employee was eligible at the time of layoff and which remains unused will be restored to the employee.
2. Employees who worked in the District ninety-three (93) or more days of the school year in which the layoff occurred will have that year count toward advancement on the salary schedule. Employees who worked in the District for fewer than ninety-three (93) days will not gain advancement in salary.
3. Probationary employees who worked in the District one hundred thirty-five (135) or more days of the school year in which the layoff occurred will have that year count toward contract or regular employee status. Employees who worked in the District for fewer than one hundred thirty-five (135) days will not gain advancement toward contract or regular employee status.

F. Layoff or Recall Appeal

1. Any appeal over the interpretation or application of any provision of this Article shall be grievable but will proceed only through Level 2 of the grievance procedure before going to arbitration. Such appeals shall be made on an expedited basis as follows:
 - a. The Association shall have ten (10) days from the time the employee receives written notice of the layoff to appeal the layoff decision. This request shall be in writing.
 - b. If the grievance is not resolved at the Superintendent level, the Association and the District shall then have ten (10) days after the

Superintendent has provided written notification of the decision to the Association to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.

2. The results of such appeal shall be final.
- G. All actions taken under this Article shall be in accordance with ORS 342.934.

ARTICLE 10 - EMPLOYEE WORKING CONDITIONS

A. Contract Year

1. The standard work year shall be one hundred ninety (190) contract days. Additional days will be paid at the same rate per day as the 190. Summer curriculum work is, however, expressly excluded from this provision. The District shall develop a calendar in cooperation with supervisors and employees. The calendar shall meet the requirements of the position as determined by the District.
2. If employed for more than 93 days at half-time or more, the year will count for salary advancement and seniority. If employed for 135 days at half-time or more, the year will count as credit towards contract or regular employee status.

B. Work Day

1. The regular work day shall be eight (8) hours. Employees shall not be required to extend their working hours beyond the regular work day more often than twice a month, or a total of four (4) hours per month, without mutual agreement between the employee and supervisor.
2. Compensatory time may be taken for the four hours upon mutual agreement between the employee and supervisor except that it may not be taken during student contact time.

C. Work Load

1. The Board and the Association recognize the impact of educational needs, class size, and staffing patterns on work load.
2. Complexity of student needs, travel time, number of students served, and number of classroom or worksites served will be factors used in developing equitable caseloads.
3. Employees are encouraged to discuss workload/working condition issues with their supervisor. While personal contact with the supervisor is recommended, an alternative process is outlined in Appendix B of the contract.

D. Breaks

Each employee shall have a thirty (30) minute duty-free lunch period to be included as part of the regular work day. Each employee shall also have a daily fifteen (15) minute relief period in the morning and another in the afternoon.

E. Preparation Days

1. Employees who are assigned to a classroom shall have at least sixty (60) minutes per day for preparation time which will minimally consist of two 30 minute segments of continuous time during which they shall not be assigned supervisory responsibility for children except in emergency situations. For employees in circumstances where student and school schedules do not allow for two 30 minute blocks per day, the District will compensate employees up to one hour of extra duty per day.
2. Employees who are not assigned to a classroom shall have 300 minutes per five-day week of scheduled preparation time during which they shall not be assigned supervisory responsibility for children except in emergency situations. The time will be scheduled in blocks of at least 30 minutes.
3. During the preparation time, teachers must remain on duty and be available for classroom team planning, parent communication and one District meeting per month, unless a classroom duty requires the employee to leave the building.
4. Other District meetings would be scheduled at times that do not interfere with scheduled preparation time.

F. Planning Time

1. In general, employees who are assigned to classrooms shall have the same number and schedule of planning days and early dismissals as the host school. These are to be used for parent conferences, IEP development, training activities, and other instructional planning needs.
2. All employees shall have a minimum of ten (10) planning days available to be scheduled by the employee and supervisor, allowing enough planning time for IEPs, IFSPs, parent conferences, and other classroom activities. All employees newly hired to the District will get one (1) additional day of job specific training, paid at their regular rate of pay.
3. At least two weeks notice shall be provided teachers when training activities are being scheduled; training activities will generally be limited to one-half day or less; when a training activity is scheduled for longer than one-half day, the manager will work with staff to accommodate planning needs.

G. Emergency Pay

Employees who are required to work beyond the normal work day, except as provided in section B of this Article, shall be compensated on a pro rata basis. Directors will approve such requests.

H. Extra Duty Compensation

1. Employees who are requested or directed to work beyond the normal work day for District-approved overnight field trips and outdoor education programs shall be paid \$150 per night the employee attends.
2. Employees will be compensated their regular hourly rate for District-approved projects or other work.
3. Compensatory time will be allowed for mandatory meetings called by ESD or host school/agency and parent conferences with the following conditions:
 - a. Normal student instruction time may not be reduced;
 - b. Compensatory time will be granted on an hour-for-hour basis;
 - c. Compensatory time must be approved in advance by the supervisor; and
 - d. Compensatory time must be taken within the school year in which it was incurred.

I. Extended Contracts

Whenever employment opportunities arise in the District's programs which fall outside the time limits of the 190 day contract period, then the District will:

1. Provide Bargaining Unit members the first opportunity to apply for those positions for which they hold the appropriate license.
2. Pay the employee on a pro rata basis at the current contract rate.

J. Employee substituting for another employee

Substituting is defined as covering the duties of an absent employee. The District may assign an employee to substitute if another employee does not volunteer to substitute. Employee's who substitute will be additionally compensated at one-half of the hourly sub rate for each hour of substituting.

K. Job Share Conditions

1. Employees may request a job share from their supervisor by April 1 of the preceding school year. Approval may be contingent upon the ability to fill the vacancy.

2. Both employees will have part-time status, receiving the prorated portion of their salary, including the increment, based on their salary schedule placement.
3. Each employee will receive holiday pay and leave on a pro rata basis.
4. Job Share employees will split conference and tuition allocations on a pro rata basis.
5. The supervisor will establish the calendar and schedule for the position to be shared. Any changes will be reviewed in advance by the supervisor for approval.
6. Each teacher shall assume responsibility for a cooperative balance of teacher hours, for the required duties of their portion of the school day, and for their scheduled hours on teacher work days. Each teacher shall also assume responsibility for maintenance of student records, inventories, and room appearance.
7. Both teachers shall participate in all staff meetings, parent teacher conferences, school-sponsored evening activities, and scheduled in-service days.
8. Both teachers shall participate in all out-of-classroom activities such as field trips and excursions, when such activities span both teachers' portion of the instructional day.
9. Both teachers complete periodic summaries of student progress in their areas of instructional responsibility to be included in coordinated reports to families.
10. Both teachers will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards.
11. Parents will be contacted by individual teachers as problems arise. A conference between both teachers and the parents will be scheduled when the problem is common to both teachers.
12. Job performance responsibilities will comply with all policy and contractual stipulations including day-to-day direction of the educational assistants.
13. Each teacher's part-time, full year work will count one year toward salary schedule placement and one year toward seniority.
14. Both teachers acknowledge that the work they will be required to do under this contract, such as dual appearance at meetings, conferences and the like, will not be compensated as extra work.

15. Both teachers agree to substitute for the other, whenever possible. Payment will be made at the teacher's normal rate.
16. If either employee is unable to complete the job-share assignment, the District retains the right to assign the remaining employee to full-time responsibilities for the duration of the agreement.

L. Drug Free Workplace

1. The unlawful manufacture, distribution, dispensation, possession or use of controlled substance is prohibited in the workplace. Violation of Board policy shall result in an appropriate sanction including, but not limited to, required participation in a drug or alcohol abuse assistance program, oral or written discipline, suspension, non-renewal or termination of employment.
2. Awareness Program - The District shall post its policy in visible workplaces through the District and shall provide notice through employee mailboxes or otherwise of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The District's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling or employee assistance programs; and
 - d. Notice of the penalties that may be imposed upon employees for drug abuse violations in the workplace.
3. Notice of Workplace Convictions - As a condition of employment, an employee shall abide by the terms of the District's drug-free workplace policy and shall notify the employer of any criminal drug convictions for violations occurring in the workplace no later than five days after such conviction.
4. Sanctions - Any employee convicted of a criminal drug statute violation occurring in the workplace shall be subject to an appropriate sanction or required satisfactory participation in a drug abuse assistance or rehabilitation program.
5. Notice to Federal Agency - The District shall notify the federal granting agency within ten days after receiving notice of an employee's conviction on any criminal drug statute violation occurring in the workplace.
6. Good Faith Effort - The District shall make a good faith effort to maintain a drug-free workplace through implementation of its policy.

M. Position Descriptions

Position descriptions will be developed with input from employees. The District shall provide the Association a copy of the position description upon request. The phrase “other duties as assigned” shall not be used regularly to assign work when the work is not reasonably related to the employee’s position description.

N. Holidays

There shall be six (6) paid holidays per contract year: New Year’s Day, Memorial Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Employees observing more than six (6) paid holidays, according to the host district calendar, shall report such as non-contract days. Each part-time employee as defined in Article 2 of this contract will qualify for holiday pay on a pro rata basis.

ARTICLE 11 - PAID LEAVES

A. Sick Leave

1. Employees shall be granted sick leave without loss of pay at the rate of one day per month worked (one day for each month in which the employee is in compensable status the majority of the work days).
2. For any prolonged sick leave (five or more days) the District may require certification from the attending physician or practitioner that such illness prevents the employee from working.
3. No compensation for sick leave shall be allowed when an employee separates from the agency.
4. Sick leave shall not accrue during a leave of absence without pay.
5. Personal illness shall include, but not be limited to, disability caused by pregnancy, childbirth, or related medical conditions.
6. Part-time employees as defined in Article 2 of this contract will receive sick leave days on a pro rata basis.

B. Sick Leave Bank

1. A sick leave bank shall be established to provide additional sick leave for licensed employees. An employee may request sick leave from the sick leave bank under the following conditions:
 - a. An extended absence due to an employee’s illness or injury has depleted the employee’s available leave;

- b. The employee provides a statement from a medical practitioner that the employee will be unable to work for at least 30 calendar days;
 - c. A sufficient amount of sick leave remains in the licensed employees' sick leave bank;
 - d. The beneficiary employee is not eligible for disability or workers' compensation benefits;
 - e. The beneficiary employee has exhausted all other applicable paid leaves.
 2. The employee shall notify the Human Resource Services Director when they are eligible for and needs to access the sick leave bank.
 3. Membership in the sick leave bank shall be optional and the value of the bank will be based on the hourly rate and corresponding fixed payroll costs associated with the donated hours. Employees who choose to join the bank must contribute at least four (4) hours and may contribute up to eight (8) of sick leave per fiscal year and must complete a waiver form authorizing the donation.
 - a. Only employees who belong to the sick leave bank will be eligible to draw from the bank.
 - b. Employees who want to join the bank must do so by September 30 of each new school year.
 - c. Any employee hired during the school year shall have one (1) month from the date of hire to enroll in the sick leave bank if the employee chooses to do so.
 - d. Membership in the sick leave bank shall expire for all employees on September 30 of each year and must be renewed, if desired, as outlined above.
 4. The District shall authorize the use of sick leave from the bank on a first come first served basis to those employees who meet the criteria listed in B.1. and B.3. If during any year the value of the bank is exhausted, no further application to the sick leave bank will be accepted unless there is mutual agreement by the District and the Association to allow additional contributions in four-hour increments.
 5. The beneficiary employee shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence. The employee may receive no more than sixty (60) days from the sick leave bank.
 6. Any sick leave credit remaining in the bank at the end of the fiscal year will be carried over into the next fiscal year.

C. Legal

1. An employee shall be granted leave with pay for services on a jury, as a witness in response to a subpoena, or other direction by proper authority. Any compensation paid to the employee for such service exclusive of reimbursement for mileage and other expenses specifically identified by the court or legal body, shall be paid over to the District.
2. Upon being excused from legal services during any day, an employee shall return to his/her assigned building if two or more hours remain in the regular work day.
3. Leave identified in the above provision does not apply when an employee is involved as a litigant in an action against the District, or when serving on behalf of or in the interest of the Association or in a matter involving an employee owned/operated business.
4. Part-time employees as defined in Article 2 of this contract shall receive the leaves available in this section on a pro rata basis.

D. Sabbatical Leave

Sabbatical leave is an opportunity provided by the District for employee self-improvement and for benefit to the District through study or research. In its discretion, the Board may grant up to one sabbatical leave per year subject to the following conditions:

1. Employees are eligible for sabbatical leave. To be eligible, an employee must have worked for seven consecutive years in the District. Requests will be submitted to a committee comprised of two employees and two administrators which will make recommendations to the Superintendent who will then make a recommendation to the Board. Approval will be made by the Board based upon the recommendation of the Superintendent with special consideration given to budgetary constraints.
2. Programs subject to sabbatical leave:
 - a. Course of Study in an approved institution of higher learning;
 - b. Writing of a doctoral thesis;
 - c. Independent study approved by the Board; and
 - d. School projects approved by the Board.
3. Each successful applicant shall receive fifty (50) percent of his/her base salary for a maximum of one year of sabbatical leave.
4. The District agrees to pay the stipend in twelve (12) equal payments.

5. The District agrees to provide the insurance coverage outlined in the contract.
6. Written requests for sabbatical leave must be submitted to the Superintendent no later than October 1, preceding the year in which the leave is being requested to begin.
7. Applicants will be notified of acceptance or rejection of sabbatical leave request by March 15.
8. In requesting sabbatical leave, the employee shall submit the request in writing to the Superintendent and the Board concerning the sabbatical program.
9. Upon returning to the ESD, the employee agrees to submit a report, if requested, to the Superintendent and the Board concerning the sabbatical program.
10. Should the employee fail to follow the plan submitted, they will be required to reimburse the ESD for the stipend and benefits received plus six percent.
11. The applicant agrees to return to the service of the District for no less than three years or refund the prorated share of the stipend plus six percent interest for any period of less than three years; the refund shall include salary, District-paid insurance, and the employee portion of PERS, and shall be repaid on a pro rata basis in equal monthly installments based on the total amount of months less than three years; if less than one year (12 months) remains, then the salary benefit refund will be based upon (12) equal payments.
12. Staff members on sabbatical may not reapply until seven consecutive years of service have elapsed following the sabbatical year.

E. Professional Leave

Professional Leave may be used for the purpose of furthering the employee's professional training:

1. A Professional Development Request Form will be given to the appropriate supervisor at least five (5) days prior to such leave. Employees will receive a response to the request within five (5) working days of submission of a Professional Development Request Form that requires professional leave time.
2. Professional leave may only be granted with prior approval of the department director.

F. Other Paid Leaves

Each employee will have other paid leaves which may be used for the following purposes, up to the maximum designated in each category. Part-time employees as

defined in Article 2 of this contract will receive these leave days on a pro rata basis. The days in this section are not cumulative.

1. Family Illness/Routine Preventative Health Care (not to exceed 5 days)
 - a. Family Illness - To be used for the purpose of caring for members of the employee's immediate family. Such time off shall only be available when the care of a member of the immediate family is necessary and when no other members of the immediate family are available to provide such care. Immediate family is defined as the spouse, child (including step children and foster children), parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law or domestic partner. Domestic partner means an unmarried individual of the same or opposite sex who has entered into a partnership that meets the following criteria: are responsible for each other's welfare and are each other's sole domestic partners; share a close personal relationship; have jointly shared the same regular and permanent residence for at least six months; are jointly financially responsible for basic living expenses. If an employee uses the five days of family illness and has additional need to care for family members, the employee may use up to ten (10) days of the employee's available, accumulated sick leave.
 - b. Routine Preventative Health Care - Routine or preventative medical or dental appointment for the employee may be charged to this category.
2. Bereavement - Not to exceed five (5) days per bereavement to be used for necessary time off in the event of the death of a member of a household or immediate family member as defined in part 1.a. hereof. After the death of a close personal friend an employee may request short-term unpaid leave pursuant to Article 12.A.1.
3. Personal Business/Emergency - Not to exceed three (3) days per contract year, to be available for necessary time off to attend to personal matters or for religious or cultural observances. Such leave shall be requested in writing to the appropriate supervisor 48 hours in advance unless emergency circumstances outside the control of the employee prevent such advance request. No reasons need be given to request use of Personal Business/Emergency leave. The Superintendent may designate certain events during which personal business may not be available.
 - a. Employees who submit timecards for the previous year to their supervisor by July 10 shall be compensated at a rate equal to 50% of their regular hourly rate for any unused personal business/emergency leave. Payment will be made to returning employees on the July paycheck and to employees who terminate their employment on their final check.

G. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

ARTICLE 12 - UNPAID LEAVE

A. Short-term Unpaid Leaves

1. Short-term unpaid leaves not exceeding six (6) consecutive working days may be granted upon adequate prior notification to the employee's supervisor and the supervisor's determination that the absence will have a minimum negative impact on the program including the availability of a substitute if required.
2. Unpaid leaves of greater than six (6) consecutive working days but less than one year must be approved by the Superintendent. Employees requesting such leave shall submit a letter of request to the Superintendent at least thirty (30) days prior to the expected beginning date of the leave, except in case of emergency.
3. The District retains the sole discretion to grant or deny unpaid leaves for any reason(s) deemed appropriate. Granting or denying a leave request under this section shall not be considered a precedent for future requests.

B. Long-term Unpaid Leaves

Contract and regular employees shall be eligible for consideration for full or partial unpaid leaves as follows:

1. Such leave must be requested prior to March 15 of the preceding school year, or, if such a leave request occurs during the year, it must be submitted 90 days prior to the leave except for 4(d) and 4(e) below. Such request shall include a detailed description of the reasons for leave. Persons successfully completing their third year shall be eligible to apply under the provisions of this article.
2. The period of leave shall not exceed one school year.
3. The employee may reapply annually
4. The leave may be utilized for:
 - a. Professional growth;
 - b. Formal study;
 - c. Exchange of professional position;
 - d. Mental health; and
 - e. Parental leave.

5. Upon receipt of request for such leave, the District shall review the leave request pursuant to the above criteria and shall grant the leave not later than May 1 for a March request or within 45 days for a request occurring during the year, if it finds that doing so is in the best interests of both the requesting employee and the District.
6. The District retains the sole discretion to grant or deny unpaid leaves for any reason(s) deemed appropriate. Granting or denying a leave request under this section shall not be considered a precedent for future requests.

C. Medical Leave of Absence

1. An employee who has been on an approved leave for personal illness or injury under the provisions of the Family Medical Leave Act or the Oregon Family Leave Act for twelve weeks, who has exhausted all eligible paid leave, and who has a claim accepted under the District's Long-Term Disability insurance policy, may apply for a medical leave of absence without pay for a maximum of one year.
2. The employee must submit a request to the Superintendent in writing when it is evident that the employee will need to be absent for more than twelve (12) weeks. The employee must also provide certification from the employee's medical practitioner indicating the need for the employee's continued absence.
3. During the terms of leave granted pursuant to this section, the District will pay the cost of the employee's insurance premiums to the limit of employee-only for the duration of the approved leave.
4. Upon expiration of the medical leave of absence, if the employee is released by his/her physician, the employee may return to the District in the same position, if vacant, or to a position with equal rank, benefits, and seniority level.

D. Right To Return

Upon expiration of the leave of absence, the employee shall be afforded the right to return to the District in the same position, if vacant, or to a position with equal rank, benefits and seniority level.

E. Returning from Leave

Employees shall indicate in writing their intention to return from leave upon requesting leave, and

1. Employees who will be returning from leave at the beginning or during the first semester of a school year must affirm their intent to return by February 1 preceding the opening of that semester.
2. Employees who will be returning from leave at the beginning or during the second semester of a school year must arrange their return date at the time the

leave is requested.

F. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

ARTICLE 13 - SCHOOL CLOSURES

A. Employees will not be charged accrued paid leave time on days when employees are not required to work because of emergency closure.

B. If three or fewer days are not worked because of emergency closure, those days will not be required to be made up unless required by a host district or necessary to comply with grant or other legal requirements such as IFSPs and IEPs as determined by the District. If additional days are not worked because of emergency closure, make up days will be rescheduled after input from the Association.

C. Employees who serve one location

1. For classroom teachers based in one host district or another community partner scheduled contract days within the work year which are not worked due to cancellation because of inclement weather, fire or other emergency reasons will be paid for as if worked and not require make-up time providing:

a. The resident school district or community partner where the employee is working applies the same policy to its own employees for the days in question; and

b. ESD classes satisfy the State of Oregon minimum days and hours for instruction as stipulated in Oregon Administrative Rule and any other grant or legal compliance requirements for students and families that the employee is responsible for or makes contributions for, such as IEPs and IFSPs, are satisfied.

2. When instructional days are lost due to emergency closure and the host school or community partner decides to make up the days, make-up days will not result in additional compensation.

3. Under unusual circumstances, e.g., loss of heat and/or electricity, ESD operated classrooms located in local school districts or community partner will follow the decision of the local district or school or community partner.

D. Employees Who Serve Multiple Locations

1. Employees who serve multiple locations, including home visitors and community consultants, will not work during emergency closures,

delayed openings or early closing when the districts containing the sites they serve are not open. If an itinerant employee's schedule is not specific enough to determine where they would be working that particular day or portion of a day, they should consult with their department Director regarding whether and where they should work.

2. If the ESD reschedules any emergency closure days that the ESD employees did not work, employees shall work the rescheduled days without additional pay. The ESD shall give itinerant employees ten (10) working days advance notice if possible when the ESD reschedules any emergency closure days, but no less than five (5) working days advance notice shall be given.

ARTICLE 14 –ASSOCIATION MEMBERSHIP AND DUES

A. Association Dues

1. Dues Deduction Authorization

- a. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District will enact dues deduction changes on the pay period following notification.
- b. Local Association dues shall be deducted from the September paycheck for dues paying members. Newly hired dues paying members shall have local Association dues deducted from their first paycheck in a manner consistent with District and Association practice. The CESDEA dues will be paid directly to the CESDEA Treasurer.
- c. OEA and NEA dues shall be deducted, from dues paying members, in approximately equal amounts each pay period, October through June. Deductions for employees who join the Association after the beginning of the school year will be prorated.
- d. Within ten (10) work days after each pay period, the District shall send the Association a spreadsheet register of the NEA/OEA/CESDEA dues, including voluntary Association contributions, deducted from each member's paycheck. Within ten (10) work days after each pay period, the District shall send to OEA, in a single payment, the combined OEA/NEA dues, including voluntary Association contributions, deducted for the month.

B. Employee Information

1. Employee list

Each month the District will provide to the OEA Membership Specialist an spreadsheet of each employee in the bargaining unit (both active members and non-members) that includes the, district employee ID number, hire date, FTE, classification or position title, worksite, position on the salary schedule, mailing address, and primary phone number. Whenever a new employee is hired into the bargaining unit, the District will provide the above information within thirty-one (31) calendar days from the individual's hire date.

2. Change in Employment Status

The District will notify the OEA Membership Specialist in the next employee list when a dues paying member enters unpaid status or changes their name.

C. Hold Harmless and Indemnification

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

ARTICLE 15 - DUES AND PAYROLL DEDUCTIONS

A. Deductions

Upon appropriate written request from the employee, the District shall deduct from the employee's salary and make appropriate remittance for:

1. Previously established tax sheltered annuity programs;
2. United Way; or other charities agreed upon by the District and union representatives;
3. Previously established credit union deductions;
4. Additional plans/programs approved by the Board; and
5. Association Dues

ARTICLE 16 - COMPENSATION

A. Salary

1. Effective July 1, 2022, a COLA increase of 4.5 % will be added to the attached modified salary schedule. Effective July 1, 2023, a COLA increase of 3.0 % will be added to the 2022-23 salary schedule to determine the 2023-24 salary schedule. For 2024-25, the parties will reopen the compensation and benefits Articles for negotiation.
2. For successive years of the agreement, the base shall be increased by a percentage equal to the average of the increase granted by the Board compensation policy (Canby, Lake Oswego, North Clackamas, Oregon City, West Linn-Wilsonville, Multnomah ESD, Northwest Regional ESD, Willamette ESD), exclusive of any adjustments made to compensate employees for the loss of PERS benefits. In the event that four (4) or more of the comparison districts have not reached salary settlements by June 1 of each of the subsequent years during the term of this agreement, the District will request to meet with the Association to negotiate a salary settlement.

B. Prior Experience

For new employees, the District will recognize unlimited years of teaching experience in accredited public or private schools or other relevant experience approved by the Superintendent for placement on the salary schedule.

C. Pay Days

1. Employees shall be paid once per month with, at the option of the employee, either 1/10th or 1/12th of the employee's annual pay to be paid on the last ESD office working day of each month beginning with the month of September. The December payday will be determined annually with the understanding that employees will be paid prior to December 25.
2. Whenever an employee terminates employment, all wages earned and unpaid at the time of termination will be paid on the next regularly scheduled pay day which is at least more than four (4) days later than the date of termination.

D. Increment

During the term of this Agreement, each employee not presently at the bottom step (highest rate) for his/her salary range shall be advanced one step at the beginning of each successive school year from the step held at the end of the preceding school year providing the said employee has worked at least ninety-three (93) days the preceding year. Employees who have been on step 18 of the BA+105/MA+45 column at least one year will receive an additional 1.5% as part of their annual salary.

E. Column Change

1. When an employee completes the necessary job-related college, university or CESD district credits (quarter hours) for advancement to a higher educational level on the salary schedule, an adjustment in placement on the schedule will be made when the employee notifies the Human Resource Services Office in writing with official transcripts, grade reports, instructor verification or CESD district credit by January 15, April 15, July 15, October 15. Salary increase will take effect on the first day of the following quarter (April 1, July 1, October 1 and January 1).
2. To earn Clackamas ESD district credit:
 - a. The employee will submit a professional development request and a professional development request addendum to the employee's supervisor for pre-approval.
 - b. Complete the proposed plan.
 - c. Document the work as described in the proposed plan.
 - d. Present the work to the Clackamas ESD professional development review committee.
 - e. Following submission of project completion approval to the director of Human Resource Services by the CESD professional development review committee, the work will be accepted towards advancement on the salary schedule.
 - f. The CESD professional development review committee will consist of no fewer than six members including three licensed employees and three administrative staff. Membership will be determined annually by the licensed association for their members and by the CESD cabinet for the administrative staff members.
 - g. Thirty clock hours of pre-approved effort may earn one CESD district credit.
 - h. Credits not approved by the CESD professional development review committee may be subsequently approved upon completion of additional effort.
 - i. Credits not approved by the CESD professional development review committee may be appealed to the Superintendent.

F. Early Retirement

Provisions under this early retirement section shall be applicable only to those employees hired prior to July 1, 2004. A qualified employee who has completed 10 years of service with the District and is at least 55 years of age, or has completed 30 years of experience, shall have the option of a retirement program which will provide the employee with a monthly stipend of \$470 for 10 years CESD service or \$535 for 15 or more years CESD Service, until death, age 65 or until a total of 36 monthly payments have been made, whichever first occurs. Medical and dental insurance for the retiree and spouse, not to exceed \$250/month, will also be provided through a District approved carrier for a maximum of 48 months for ten (10) years of CESD service or eighty-four (84) months for fifteen (15) years CESD service unless the retiree qualifies

sooner for Medicare.

G. Bilingual Compensation

Employees who are conversant in a non-English language, which they use in their work, will be compensated an additional 5% that will be added to their annual salary calculation. The District will determine if a member meets the requirements for this additional pay.

ARTICLE 17 - EXPENSE REIMBURSEMENT

A. Travel

Employees who are required or authorized to use their own automobiles in the performance of District-related activities shall be reimbursed at the same rate as that paid to the managers. This includes approved in-service and parent conferences and excludes travel to monthly staff meetings.

B. Meals

The District will reimburse for authorized meal expense at the same rate as that paid the managers.

C. Statewide Instructional Improvement Day

Activities approved by the supervisor for statewide instructional improvement day shall be covered by A. and B. of this article.

D. Conferences or Workshops

Expense reimbursement for attendance at conferences or workshops will come from the funds allocated under Article 19, Professional Development Reimbursement.

E. Reimbursement Requests

Expense reimbursement requests will be submitted by employees to the director on a monthly basis. Reimbursement will be paid at least monthly for approved requested received prior to the posted fiscal department cutoff date.

F. Moving Expenses

Newly hired employees who relocate greater than 150 miles from their primary residence at the time of accepting a job offer in order to work at the District may apply for reimbursement of documented moving expenses in an amount up to \$3,000.00.

ARTICLE 18 - BENEFITS

A. Benefits Package and Cafeteria Plan

The District shall provide a benefits package using a Cafeteria Plan which qualifies under the requirements of Section 125 of the Internal Revenue Code. Every employee must be enrolled in a medical, dental, disability and life insurance program. However, an employee may waive the medical insurance by:

1. Providing evidence of coverage in another plan; and
2. Committing in writing to maintain coverage during the term of this contract. The waiver option is not applicable to any of the other insurances covered under this article.

B. Plan Year and Enrollment

The District will adhere to the open enrollment period and plan year for medical, dental and vision coverage established by the OEGB. Starting with the 2016-2017 plan year, Moda Plan B will no longer be offered. Beginning with the 2015-2016 plan year, the District will offer an employee-owned / district funded Health Reimbursement Arrangement (HRA) insurance option.

1. For the 2022-23, and 2023-24 plan years, the District will pay the insurance premium costs for medical, dental, and vision and will make the following annual contribution to the employee owned/district funded HRA plan:
 - a. Moda Plan 4 and 5
 - i. Full Family \$3,900.00
 - ii. Two-Party \$2,600.00
 - iii. Employee Only \$1,300.00
 - b. Kaiser Plan 2
 - i. Full Family \$2,550.00
 - ii. Two-Party \$1,700.00
 - iii. Employee Only \$850.00
 - c. Kaiser Plan 3
 - i. Employee & 1 or More \$4,800.00
 - ii. Employee Only \$2,400.00

C. District Contribution

For the 2022-23 and 2023-24 plan years, the District contribution per employee per month will be \$2071.03 for full family, \$1606.05 for employee + spouse, \$1419.18 for employee + children, or \$861.59 for employee only. For less than full-time employees, including those sharing jobs, the District will contribute on an equitable pro rata basis.

D. Cafeteria Plan Salary Reduction Agreement

To the extent possible under the terms of the Plan, the District will also make available the following additional benefits on a pre-tax basis via a Cafeteria Plan Salary Reduction Agreement:

1. Employee-paid portion of District-sponsored health insurance premium (i.e., Hospital Insurance Plan, Accidental Death and Dismemberment Plan, and Cancer Insurance Plan);
2. Medical Expense Reimbursement;
3. Dependent Care Assistance; and
4. Supplemental Group Term Life Premium

E. Insurance Carriers

The Association shall have the opportunity of recommending insurance carriers to the District.

F. Termination of Benefits

- a. If an employee terminates prior to the end of his/her contract year, the District's contributions to the Plan shall cease as of the last day of the month of termination.
- b. Benefits shall continue through June 30 for an employee who completes a July-June contract year. Benefits shall continue through August 31 for an employee who completes a September-August contract year, provided the employee has been receiving benefits for at least the immediate prior six months before his/her termination.
- c. Maintenance of Benefits: The District shall contribute to employee benefits at the rates stipulated herein until June 30, 2018, or until a successor agreement is ratified, if that agreement is ratified after June 30, 2018.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

A. Professional Development

All members of the bargaining unit may apply for professional development reimbursement for expenses related to workshops; books; periodicals; membership in approved, job related associations for purposes of professional development; courses; seminars; conferences; or other study which enhances their abilities as employees of the District.

1. The study, membership, or materials must be mutually beneficial to the employee, the District, and to the population served.
2. To be reimbursed, the employee must make prior written application through

their department director. The director and the Human Resources Director shall review applications and approve the reimbursement if it falls within any of the categories listed above. All decisions are subject to review by the Superintendent.

3. Employees will have a reimbursable fixed dollar amount of \$1,000 per employee per fiscal year. Amounts may not accumulate from year to year.
4. Employees will receive reimbursement approximately 15 days after submission of a canceled check or receipt of payment to the Fiscal Office.
5. Evidence of successful completion of credit classes will be submitted within 60 days following the end of the class. Failure to successfully complete the class or to submit evidence of success will result in a requirement that the employee pay back to the ESD the amount of reimbursement received.
6. The professional development reimbursement cycle shall run from July 1 through June 30 of the following year.

B. Professional Development Bank

1. The District will allocate an additional \$200 per employee employed by October 15 to a professional development bank that will be available on a first-come, first-served basis to employees participating in activities as outlined in (A) above, and have followed the procedures specified in this Article.
2. One-half of the total bank will be available for employees who access professional development funds during July through December. The second one-half of the bank will be available for employees who access funds January through June. Funds not expended during the first half of the year will be available during the second half of the year. If insufficient funds are available for employees during the first half of the year, a wait list will be maintained; funds not expended during the second half of the year will be distributed on a pro rata basis to employees on the wait list.
3. No employee will receive a total professional development allocation of more than \$ 4,000 in one fiscal year.

ARTICLE 20 - MAINTENANCE OF STANDARDS

No member of the bargaining unit shall suffer any loss of compensation or established working conditions as a result of this collective bargaining, unless such loss is provided for herein.

ARTICLE 21 - FUNDING

The parties recognize that revenue needed to fund the compensation provided by this agreement must be approved by legally established budget procedure, legislative action, and contract agreement. The District budget proposals will reflect the resources needed to support the

programs of the District. Therefore, in the event the District is unable to obtain approval of a budget proposal, resolution services, state support, or contract program which contains sufficient funds to provide for the wage and fringe benefit improvements contained herein, Articles 10, 16, and 18 shall be subject to re-negotiation upon the request of either party.

ARTICLE 22 - SAVINGS CLAUSE

If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and remain in full force and effect, and the specific portion of this agreement held to be invalid shall remain in effect to the extent permitted by the terms of the governing law or order. In addition, the parties agree to enter into negotiations for sole purpose of attempting to arrive at a mutually satisfactory replacement for such specific provisions invalidated. Where District policy is in conflict with the provisions of this agreement, the provisions of this agreement shall govern.

ARTICLE 23 - MANAGEMENT RIGHTS

A. Powers, Rights, Authority, Duties and Responsibilities

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the District and its properties and facilities.
2. The hiring of all employees, and subject to the provision of law and this agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and promotion and transferring all such employees.
3. Contract or subcontract work; however, such contracting or subcontracting out of work traditionally done by members of the unit shall not be initiated during the term of the District's service agreement, resolution for services, or the equivalent with the school District(s) or agency for which the service is being provided if it will result in the layoff of current employees.

B. Limitations

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are

in conformance with the Constitution and laws of the State of Oregon.

ARTICLE 24 - STRIKES AND LOCKOUTS

A. Non-Participation

The Association agrees that during the term of this Agreement the Association and its members will not participate in a strike, work stoppage or any type of slowdown against the District.

Participation in such strikes, work stoppages or slowdowns shall be grounds for disciplinary measures.

B. Program Operation

The Clackamas ESD and the Clackamas ESD Education Association jointly commit to keeping ESD classrooms and programs open and operational in the event of strikes, work stoppages or slowdowns in school Districts or agencies housing ESD program(s).

C. Temporary Facilities

In such an event, the ESD will provide temporary facilities to accommodate all ESD programs which are located in the local Districts/agencies so affected, or classes will be canceled. These classrooms will meet the health and safety requirements of the students involved.

D. Lockouts

The District agrees that during the term of this Agreement it will not participate in a lockout against the Association or its members.

ARTICLE 25 - EMPLOYEE EVALUATION

A. Evaluations

All evaluations shall be reduced to writing and submitted to the Human Resource Services Office.

1. Employees may attach written comments to the evaluation for inclusion in their personnel file.
2. The Association will be asked to make suggestions regarding the evaluation program.
3. All employees will be informed of the criteria, standards and processes to be used in the evaluation program.
4. Criticism about an employee's job performance will be done privately.

5. Employees who do not meet District performance standards or individual performance goals may be placed into a written Plan of Assistance to remedy the deficiencies. The evaluation handbook will contain the standards for the Plan of Assistance.

ARTICLE 26 – STUDENT BEHAVIORAL MANAGEMENT AND INTERVENTION

A. Discipline

1. The Association and the District recognize that in order to maintain a classroom environment which permits learning to occur, reasonable control over student behavior must be maintained.
2. Further, both parties recognize that because of the severity of some behaviors, 1) intervention methods may be necessary as defined by Oregon Intervention System (OIS), Professional Assault Response Training (PART), or the currently adopted intervention guidelines, or as defined in each student's individual behavior plan, and 2) employees may need assistance in dealing with severe behavior problems. Specific procedures must be followed when implementing such intervention methods to insure 1) protection of the student's health and welfare, and 2) the protection of the rights of students, parents, employees and the ESD.

B. Assistance for the Employee

1. If the employee determines that assistance is needed to deal with a severe behavior problem, the employee will contact his/her supervisor. A meeting of the child study team and/or appropriate support personnel will be convened as soon as schedules permit.
2. Local District rules and procedures governing children's behavior will be followed as well as meeting the requirements as required by statute or administrative rule. Nothing in this article is intended to prevent a teacher from taking appropriate action to protect all parties.

C. Emergency Situations

When a behavior is so disruptive that a potentially dangerous emergency situation is created, the employee may intervene by temporarily removing or physically restraining the student.

ARTICLE 27 - TERM OF AGREEMENT

A. Effective Dates

This agreement shall be effective and remain in full force from July 1, 2022, through June 30, 2025, or until a successor agreement is ratified, if ratification occurs after June 30, 2025, except

APPENDIX A-1

Clackamas Education Service District

2022-23 Licensed Employee Salary Schedule

Annual Salary Based on 190 Days

(Post degree credits measured in quarter hours)

Step	BA	BA30	BA60 MA	BA84 MA24	BA105 MA45
1	48,241.00	50,382.00	52,524.00	53,582.00	54,733.00
2	50,305.00	52,487.00	54,687.00	55,803.00	57,011.00
3	52,369.00	54,593.00	56,850.00	58,024.00	59,289.00
4	54,433.00	56,699.00	59,013.00	60,244.00	61,567.00
5	56,497.00	58,804.00	61,176.00	62,465.00	63,845.00
6	58,561.00	60,910.00	63,340.00	64,686.00	66,123.00
7	60,625.00	63,016.00	65,503.00	66,906.00	68,402.00
8	62,689.00	65,121.00	67,666.00	69,127.00	70,680.00
9	64,752.00	67,227.00	69,829.00	71,347.00	72,958.00
10	66,816.00	69,333.00	71,992.00	73,568.00	75,236.00
11	68,880.00	71,438.00	74,155.00	75,789.00	77,514.00
12	70,944.00	73,544.00	76,318.00	78,009.00	79,792.00
13	73,008.00	75,650.00	78,482.00	80,230.00	82,070.00
14	75,072.00	77,755.00	80,645.00	82,451.00	84,348.00
15		79,861.00	82,808.00	84,671.00	86,626.00
16			84,971.00	86,892.00	88,904.00
17			87,134.00	89,112.00	91,183.00
18					93,461.00

All Clackamas ESD staff are responsible for the 6% Public Employee Retirement System (PERS) employee deduction.

Effective July 1, 2022 – a Cost of Living Adjustment (COLA) increase of 4.5% was added to the 2021-22 salary schedule. **The salary schedule was also adjusted to make steps and columns uniformly even.**

Beginning July 1, 2021 – the position of Occupational Therapist (OT), Physical Therapist (PT), Speech and Language Pathologist (SLP), Assistive Technology Specialist (ATS), School Nurse, and School Psychologist will automatically be placed in the BA+105/MA+45 column provided the individual holds the educational requirements for their position.

APPENDIX A-2

Clackamas Education Service District
 2023-24 Licensed Employee Salary Schedule
 Annual Salary Based on 190 Days
 (Post degree credits measured in quarter hours)

Step	BA	BA30	BA60 MA	BA84 MA24	BA105 MA45
1	49,688.00	51,893.00	54,100.00	55,189.00	56,375.00
2	51,814.00	54,062.00	56,328.00	57,477.00	58,721.00
3	53,940.00	56,231.00	58,556.00	59,765.00	61,068.00
4	56,066.00	58,400.00	60,783.00	62,051.00	63,414.00
5	58,192.00	60,568.00	63,011.00	64,339.00	65,760.00
6	60,318.00	62,737.00	65,240.00	66,627.00	68,107.00
7	62,444.00	64,906.00	67,468.00	68,913.00	70,454.00
8	64,570.00	67,075.00	69,696.00	71,201.00	72,800.00
9	66,695.00	69,244.00	71,924.00	73,487.00	75,147.00
10	68,820.00	71,413.00	74,152.00	75,775.00	77,493.00
11	70,946.00	73,581.00	76,380.00	78,063.00	79,839.00
12	73,072.00	75,750.00	78,608.00	80,349.00	82,186.00
13	75,198.00	77,920.00	80,836.00	82,637.00	84,532.00
14	77,324.00	80,088.00	83,064.00	84,925.00	86,878.00
15		82,257.00	85,292.00	87,211.00	89,225.00
16			87,520.00	89,499.00	91,571.00
17			89,748.00	91,785.00	93,918.00
18					96,265.00

All Clackamas ESD staff are responsible for the 6% Public Employee Retirement System (PERS) employee deduction.

Effective July 1, 2023 – a Cost of Living Adjustment (COLA) increase of 3% was added to the 2022-23 salary schedule.

Beginning July 1, 2021 – the position of Occupational Therapist (OT), Physical Therapist (PT), Speech and Language Pathologist (SLP), Assistive Technology Specialist (ATS), School Nurse, and School Psychologist will automatically be placed in the BA+105/MA+45 column provided the individual holds the educational requirements for their position.

APPENDIX B

WORKLOAD/WORKING CONDITIONS CONCERN PROCEDURE

ISSUE: Staff need to feel comfortable and safe in discussing concerns with their supervisor

Step 1: Staff person should put their concerns in writing. State the preference for problem solving process (e.g., immediate response by supervisor; team meeting within two days – two weeks, etc.). Include data, if any, about what has been done to date, and why it has not been successful; OR, include information from file review and previous staff experience to substantiate concerns.

Step 2: Supervisor will contact staff member to discuss the concern and implement an action plan to address the concern. Timeline for response is to be guided by severity of concern.

Step 3: If supervisor does not respond, or staff person believes their concern has not been addressed adequately, employee should make a second attempt to contact the supervisor in writing and reiterate the concern. They may also choose to seek advice from the Association.

Step 4: Move to grievance level if necessary

INDEX

Academic Freedom.....	7	Increment.....	31
Agreement.....	3	Indemnification.....	30
arbitration.....	10	Job Share.....	18, 19, 20
Association Dues.....	29	Just Cause.....	6
ASSOCIATION RIGHTS.....	4	Layoff.....	14
Bank.....	36	Legal.....	23
Benefits.....	15, 34, 35, 40	LOCKOUTS.....	38
BENEFITS.....	34	Long-Term Disability.....	27
Bereavement.....	25	Long-term Unpaid Leaves.....	26
Binding Arbitration.....	10	Meals.....	33
Board Meeting Agenda.....	5	Medical Leave of Absence.....	27
Breaks.....	17	Moving Expenses.....	33
Bulletin Boards.....	4	outdoor education programs.....	18
Cafeteria Plan.....	34, 35	overnight.....	18
calendar.....	16	PAID LEAVES.....	21
closure.....	28	Pay Days.....	31
CLOSURES.....	28	PAYROLL DEDUCTIONS.....	30
Column Change.....	32	Personal Business.....	25
COMPENSATION.....	31	Personnel Files.....	6
Compensatory time.....	18	Plan Year.....	34
Complaint Procedure.....	7	Planning Time.....	17
Contract employee.....	3	Position Descriptions.....	21
Contract Year.....	16	Preparation Time.....	17
Courier Service.....	5	PROFESSIONAL DEVELOPMENT.....	35
Deduction.....	29	Professional Leave.....	24
Deductions.....	30	Recall.....	14, 15
Definitions.....	3	REDUCTION IN FORCE.....	12
District Contribution.....	34	Regular employee.....	3
district credit.....	32	Reimbursement.....	33, 34, 35
Drug Free Workplace.....	20	Release Time.....	5
Dues Deduction.....	29, 30	Representation.....	8
Early Retirement.....	32	Returning from Leave.....	27
Emergency Pay.....	18	Routine Preventative Health.....	25
EMPLOYEE EVALUATION.....	38	Sabbatical Leave.....	23, 24
EMPLOYEE RIGHTS.....	6	Salary.....	31
Enrollment.....	34	salary schedule.....	15, 19, 31, 32
Equipment.....	4	SCHOOL CLOSURES.....	28
Exclusions.....	4	Short-term Unpaid Leaves.....	26
EXECUTION/SIGNATURES.....	40	Sick Leave.....	21
EXPENSE REIMBURSEMENT.....	33	Sick Leave Bank.....	21
Extended Contracts.....	18	Statewide Instructional Improvement Day.....	33
Extra Duty Compensation.....	18	STRIKES.....	38
Facilities.....	4	Student Discipline.....	39
Faculty Meetings.....	5	substitutes.....	18
Family Illness.....	25	Summer curriculum.....	16
field trips.....	19	Termination of Benefits.....	35
Final Agreement.....	4	TRANSFERS.....	11
GRIEVANCE PROCEDURES.....	8	Travel.....	33
Health Reimbursement Arrangement.....	34	UNPAID LEAVE.....	26
Hold Harmless.....	30	Work Day.....	16
Holidays.....	21	Work Load.....	16

