

Southern Oregon ESD
and
Southern Oregon Bargaining Council

2022-2024~~2019-2022~~
Collective Bargaining Agreement

Board Counter Package Proposal, May 3, 2022

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Preamble

- A. This Agreement is entered into between the Board of Education on behalf of the Southern Oregon Education Service District, herein referred to as the “Board” or “District,” and the Southern Oregon Bargaining Council, herein referred to as the “Council.”
- B. The intent of this Agreement is to set forth and record herein the full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for licensed/contracted personnel included in the bargaining unit.

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Article 1 — Recognition

- A.
1. Board recognizes the Southern Oregon Bargaining Council as the exclusive bargaining representative for all regular licensed/contracted personnel including rehired retirees with limited rights as outlined in Article 26 offered a contract by the Board and employed by the District. Further, it is recognized by the parties that all other employees of the District, including administrators, supervisors, confidential employees, substitute teachers, independent contractors and those employees represented by other bargaining unit representatives are specifically excluded from the bargaining unit and are not represented by the Council.
 2. Positions other than those listed above, including any newly created positions, may be determined by unit clarification proceedings requested by either party if they cannot be resolved by mutual agreement. The District will provide notice of newly created positions as outlined in Article 12, Section D.
- B. The above recognition of the right of the Council to represent the contracted and licensed personnel in negotiations with the Board is not to be construed as obliging the Board in any way to continue any functions or policies. The Board reserves the right to create, combine, or eliminate any positions as in its judgment is deemed necessary.
- C. The term “employee” when used hereinafter in the Agreement shall refer to all licensed/contracted employees represented.
- D. The Council recognizes the Board as the duly constituted representative of the educational interests of the pupil in educational policy and agrees it and its members will refrain from any act which may subject the educational interests of pupils to conflict with any personal or collective interests of any Council member or representative.

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Article 2 — Contract Conditions

- A. COMPLIANCE OF INDIVIDUAL CONTRACT WITH MASTER AGREEMENT. Any individual contract between the Board and an individual staff member heretofore or hereafter executed shall be subject and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement contains the entire agreement between the parties and may not be modified in whole or in part except by mutual agreement in writing and signed by both parties.
- C. 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 Council.

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Article 3 — Term of Agreement

- A. This agreement shall be in full force and effect from July 1, 2022~~19~~ through June 30, 2024~~22~~, and shall be extended annually thereafter unless either or both parties inform the other of intention to modify the agreement. Notification shall be in writing to the other by January 31, 2024~~2~~, or any January 31st annually thereafter. The District and Association may extend the January 31st deadline by written mutual agreement.
- B. Notwithstanding the provisions of Article 3, A, above stated and any other provision of this agreement inconsistent herewith, the parties agree the following provisions shall not be reopened or modified and shall not expire unless both the District and Council agree in writing to do so:
 - 1. Article 2
 - 2. Article 20 H

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Article 4 — District Functions

- A. It is recognized that the Board has and will continue to retain the authority to operate and manage the school District and its programs, facilities, and properties.
- B. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial authority and responsibility include:
 - 1. The right to determine location of and to provide the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close existing facilities;
 - 2. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and material purchases, and public relations;
 - 3. The determination of the management, supervisory and administrative organization of the District, and the selection of employees for promotion to supervisory, management, or administrative positions;
 - 4. The maintenance of discipline and control and use of the District's properties and facilities;
 - 5. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved;
 - 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 - 7. The direction and arrangement of all the working forces in the District or school system, including the right to hire, suspend, discharge, discipline or transfer employees;
 - 8. The creation, combination, modification or elimination of any position deemed advisable by the Board;
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employee performance;
 - 10. The determination of the layout and the equipment to be used and the right to plan, direct, and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught;
 - 11. The right to establish and revise the calendar for the District, hours of employment, to schedule assignments and/or classes and assign workload, to determine the length of contracts of more than 190 days per fiscal year, and to select materials and equipment;
 - 12. The right to make assignments for all programs of an extracurricular nature.

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- C. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any present program in its present form and/or location or on any other basis.

The foregoing enumeration of the functions of the Board are not subject to grievance and shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act not specifically nullified by the Agreement.

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Article 5 — Council Rights and Responsibilities

- A. **USE OF DISTRICT OFFICE.** The Council's local representatives shall have the right of access to the District office for regular and ordinary Council business as it may relate to the District, provided there is no interference with the previously scheduled activities. Arrangement for building use shall be made with the Superintendent or his designee prior to the establishment of dates and place of meeting.
- B. **USE OF DISTRICT EQUIPMENT.** The Council's local representatives shall have the use of the District facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. The Council will adhere to any District policies and rules regarding use of the computers, the e-mail system, and internet access.
- C. **COUNCIL LEAVE.** A total of eighteen (18) days per school year shall be granted to work on Council business or to attend any conferences or conventions of state and national affiliated organizations, including, but not limited to, the OEA Representative Assembly. Notice of dates of attendance and names will be provided to the Superintendent five (5) days in advance of need only when a substitute is required. The District will bill OEA and no deduction will be made from the monthly check of the bargaining unit member. Up to nine (9) days of the Council's eighteen days may be used as President's release time.

If no substitute is required, the leave shall not be usable in less than two (2) hour portions except that it shall be usable in one (1) hour portions if taken at the end of the day. If a substitute is required, the leave shall not be usable in less than one-half (½) day increments.

- D. **RIGHT TO SPEAK AT MEETINGS.** Upon request prior to the meeting, a Council representative shall be allowed to make brief announcements at any faculty meeting.
- E. **INFORMATION.** Upon request, the Board agrees to furnish to the Council two (2) copies of any information reasonably necessary for its functioning as exclusive bargaining representative. After two (2) copies, and if not electronically supplied, the Board may charge a reasonable cost of production up to ten cents per page. The Council will furnish the District with all similar information.

Paragraph B will not be in effect after impasse procedures have been exhausted.

- F. **TIME SPENT FOR REPRESENTATION.** Any employee in the bargaining unit who is engaged in negotiations on behalf of the Council with any representative of the Board or who is participating in any grievance hearing as a witness or a party, including arbitration, shall be released from regular duties during the hours in which the same are scheduled without loss of salary. Preparatory meetings for these activities shall not lead to increased costs to the District.

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Article 6 — Just Cause

- A. **DISCIPLINE.** No member of the bargaining unit will be disciplined short of dismissal without just cause.
- B. **DISMISSAL.**
1. The dismissal, nonextension, or nonrenewal of contract or probationary members of the bargaining unit who are required to hold a teaching license as prescribed by the Teacher Standards and Practices Commission for employment with the District shall not be subject to the subsection set forth below. Those members' rights shall be governed by the provisions of the Accountability for Schools for the 21st Century Law, ORS 342.805 to 342.937, which are not incorporated into this Agreement.
 2. After three years of continuous employment, members of the bargaining unit who are not required to hold a license as provided by the Teacher Standards and Practices Commission as a condition of employment shall not be dismissed without just cause. For this purpose, just cause shall be defined as any event which constitutes inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, or failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth.
 3. During the first three years of employment, members of the bargaining unit who are not required to hold a license by TSPC shall be considered probationary and may be dismissed or nonrenewed for any cause deemed in good faith sufficient by the District.
- C. Any criticism of an employee by a supervisor, administrator, or other agent of the employer shall be made in private and never in the presence of students or parents of students.
- D. **WRITTEN NOTICE TO APPEAR.** Whenever any bargaining unit member is required to appear before the School Board or the Superintendent concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in his or her office, position or employment, or the salary or increments pertaining thereto, then he or she shall be given prior written notice (e-mail is acceptable) of such meeting or interview and shall be entitled to have a representative of the Council or legal counsel present to advise him or her and represent him or her during such meeting or interview. If requested, the bargaining unit member or his/her representative will be informed in advance of the topic of discussion.
- E. **NEWS RELEASE.** When a bargaining unit member is disciplined, suspended or dismissed, no formal news release nor sharing information with the media, beyond that required by Oregon Law, will be made by the District, the employee, or the Council.
- F. ~~**SUSPENSION OF A CONTRACT TEACHER.** Whenever the District Superintendent has reason to believe that cause exists for the dismissal of a contract teacher on any ground specified in paragraphs (b) to (f) of subsection (1) of ORS 342.865 and when the Superintendent is of the opinion that the immediate suspension of the teacher is necessary for the best interest of education in the District, the Superintendent may suspend a contract teacher from the teacher's position without prior notice to the teacher. The teacher's salary shall continue during the first five (5) days of the suspension period. However, within five (5) days after such suspension becomes effective, either the procedure shall be commenced for the dismissal of the teacher pursuant to the provisions of ORS 342.805 to 342.955 or the teacher must be reinstated.~~

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PAID ADMINISTRATIVE LEAVE. The District may place an employee on paid administrative leave when it determines there is sufficient reason to do so. Placing an employee on paid administrative leave does not imply the employee has engaged in misconduct.

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Article 7 – Personal and Academic Freedom

- A. Academic freedom is an integral part of the education process. Subject to the exercise of such rights in accord with lawful Board policy and regulations, bargaining unit members have the right of presentation, study, and investigation of the various areas of learning. Personal opinions, when so stated, and having a direct relationship to the subject taught, are a valid extension of presentations. Individual rights, including preferences, expressions, and activities are an essential part of academic freedom but do not preclude the bargaining unit member's responsibility to recognize and present opposing points of view.

- B. The personal life of an employee is an appropriate concern of the District only when it significantly interferes ~~or is likely to interfere~~ with the employee's performance of the assigned duties.

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Article 8 — Grievance Procedure

A. DEFINITIONS

1. **GRIEVANCE.** A grievance is a claim by a bargaining unit member, group of bargaining unit members, or the Council, that the agreement has been violated.
2. **GRIEVANT.** A grievant is the person or persons or the Council making the claim.
3. **DAYS.** The term “days” when used in this Article shall mean calendar days.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting bargaining unit members. All parties agree that these proceedings will be kept informal as may be appropriate at any level of the procedure and will be kept confidential.
2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Council, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Council has been given an opportunity to be present at such adjustment and to state its view.
3. Grievance processing, except arbitration hearings, will occur after the regular workday or at such times as not to interfere with assigned duties. There will be no interruption of classroom or school sponsored activities during the grievance process, unless the parties mutually agree to hold them during this time. The Board and the Council will attempt to set a mutually convenient date and time for all hearings.

C. PROCEDURE

1. **TIME LIMITS.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is an absolute maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. Failure at any level by the grievant to appeal a grievance to the next level within the specified time limits is an acceptance of the decision rendered at that level. Management may still respond to an alleged grievance if a discussion or meeting is unable to be held within the specified time frame.
2. **LEVEL ONE: INFORMAL DISCUSSION.** Within thirty (30) days of the time the grievant first had knowledge, or reasonably should have had knowledge of the action upon which the grievance is filed, whichever occurs first, the grievant will discuss the grievance with the immediate supervisor, with the objective of resolving the matter informally. The grievant shall identify the discussion as a possible grievance discussion.
3. **LEVEL TWO: HUMAN RESOURCES.** If the grievant is not satisfied with the disposition of the supervisor, the grievant will file a written grievance with the Human Resources Manager, with the objective of resolving the matter. If the written grievance is not filed within (14) days of the informal discussion, the grievance shall be considered

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waived. This written grievance shall set forth the specific grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. It will be delivered to the Human Resource Manager's office in an envelope or email plainly marked with the word "GRIEVANCE."

Human Resources or their designee shall discuss the matter with the grievant not more than fourteen (14) days after receipt of the grievance. Human Resources shall, within seven (7) days of the discussion, render a decision, in writing. The decision shall include those elements on which Human Resources based the decision.

4. **LEVEL THREE: SUPERINTENDENT.** If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the Superintendent. If the written grievance is not filed within fourteen (14) days the grievance shall be considered waived. This written grievance shall set forth the specific grounds upon which the grievance is based, the contract clauses involved, and the remedy requested. It will be delivered to the Superintendent's office in an envelope or email plainly marked with the word "GRIEVANCE."
 - a. The Superintendent, or designee shall notify all parties involved of a minimum of two (2) possible dates and times for the hearing. Such hearing shall be held no more than fourteen (14) days after receipt of the written grievance by the Superintendent. Notification shall also include the party who will act as the hearing officer for the District.
 - b. The hearing shall be conducted pursuant to the rules adopted by the District and communicated to the parties prior to the hearing.
 - c. The hearing officer shall, within seven (7) days after the close of the 14 day period in which to hold a hearing, render a decision, in writing. The decision shall include those elements on which the hearings officer based the decision.

5. **LEVEL FOUR: ARBITRATION**
 - a. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fourteen (14) days after the Level Three hearing, the grievant may request that the Council submit the grievance to arbitration. If the Council so determines, it may submit the grievance to arbitration within thirty (30) days after receipt of the Level Three decision. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute.
 - b. Within fourteen (14) days after such written notice of submission to arbitration, the District and the Council shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association and Oregon law.

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- c. The arbitrator so elected shall confer with the representatives of the Board and the Council and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have the power only to interpret this agreement and determine if it has been violated and fashion an appropriate remedy. ~~including, but not limited to, the awarding of compensatory damages.~~ including but not limited to compensatory damages. The term "compensatory damages" means any make whole remedy typically awarded by an arbitrator in grievance arbitration. The decision of the arbitrator shall be submitted to the District and the Council and shall be final and binding on both parties.
- d. The costs for the services of the arbitrator, including per diem expense, if any, travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Council. All other costs will be borne by the party incurring the costs.

D. LEVEL TWO: SUBMISSION IN WRITING. Starting at Level Two through Arbitration, all grievances will be submitted in writing. Failure by the Council and/or bargaining unit member to present a grievance within the time limits, except when mutually extended, shall constitute a waiver of the grievance. Failure by the District to answer a grievance in writing within the time limits except when mutually extended shall allow the grievance to proceed to the next step.

E. RIGHT TO REPRESENTATION

1. **BARGAINING UNIT MEMBER AND COUNCIL.** Any grievant may be represented at all stages of the grievance procedure by the grievant or at the grievant's option, by a representative selected or approved by the Council.
2. **REPRISALS.** No reprisals of any kind shall be taken by the Board, by any member of the administration, the Council or its members against any persons involved in the grievance.

F. MISCELLANEOUS

1. **GROUP GRIEVANCES.** If, in the judgment of the Council, a grievance affects a group or class of members, the Council may submit such grievance in writing to Human Resources directly and the processing of such grievance shall be commenced at Level Two. The Council may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so.
2. If a grievance involves a claim of violation by a member of the administration at a level above the Coordinator or immediate superior, the grievant will submit such grievance, in writing, to Human Resources and the Council directly and the processing of such grievance will be commenced at Level Two. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so.
3. **SEPARATE GRIEVANCE FILE.** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. **MEETINGS AND HEARINGS.** All meetings and hearings under this procedure shall

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be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

5. Taking a grievance to arbitration constitutes an election of remedy and is a waiver of any and all rights of the parties to litigate or otherwise contest the aggrieved subject matter in any court or other proceeding, provided such subject matter was within the scope of the arbitrator's authority.
6. For the purpose of assisting a bargaining unit member or the Council in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and Fair Dismissal proceedings, the Board shall permit a bargaining unit member access to and the right to inspect and acquire copies of his personnel file and any other files or records of the Board which pertain only to the bargaining unit member or any issue in the proceedings. A representative of the Council may accompany and assist the bargaining unit member in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the bargaining unit member's inspection.
7. No issue will be arbitrated unless it results from an action or occurrence which takes place from and after the date of the signing of this agreement.

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Article 9 — Evaluation

- A. Failure to meet procedural time lines in the District's evaluation procedure or in ORS 342.850 (1) and (2) will be grievable. However, no other part of the evaluation process shall be grievable except as hereafter set out in Paragraphs B, C, D, E and F. It is recognized that the District may change or revise this procedure during the term of this contract; however, it shall be done only after consultation with Council representatives. Copies will be given to the Council President or his/her designee and emailed to all bargaining unit members.
- B. Bargaining unit members may provide peer assistance as described in ORS 342.850(2)(b)(E).
- C. Evaluation of all bargaining unit members will be in writing.
- D. A copy of the final written evaluation will be submitted to the bargaining unit member at a personal conference or within ten (10) days thereafter. One copy will be signed and returned to the administration; one copy will be furnished to the bargaining unit member.
- E. Bargaining unit members may place responses in writing to evaluations in the personnel file and have them attached to the evaluation and may respond in writing to any item placed in the personnel file. Said response will become part of the file.
- F. Bargaining unit members shall have the right to have representation at any meeting with administration/Board during the evaluation procedure.
- G. Performance evaluations shall be conducted by, and be the responsibility of, the appropriate supervisor or designee and, shall not be conducted by other licensed bargaining unit members. It is understood and agreed by the parties that licensed bargaining unit members do have a role in the evaluation process for classified staff with whom they work. However, it is further understood and agreed that the written summative evaluation is the sole responsibility of the supervisor. Licensed staff are expected to provide feedback to the supervisor, participate in the evaluation meeting led by the supervisor and offer follow up support as needed.
- H. Suggestions or concerns regarding the evaluation process will be addressed in labor management meetings and thru collaborative efforts of the evaluation committee in accordance with ORS 342.856 (4).

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Article 10 — Personnel Files

A. Each staff member will have the right, upon request to the Superintendent, to review the contents of his/her personnel file, except for confidential placement information originating outside the District, and to receive a copy without cost of any documents it contains. This file shall contain materials relevant to the staff member's employment and shall be the repository of such materials. A staff member may, at his/her request, have a representative of the Council accompany him/her during this review. Each staff member's personnel file, subject to review, shall contain the following minimum information:

1. All evaluation reports.
2. E.S.D. staff members will register with the office the Superintendent their valid teaching certificate or license including all renewals and additional endorsements.
3. Complete transcripts of all academic records, which shall be furnished by the bargaining unit member.
4. Copies of annual contracts of the staff member shall be available for the staff member's inspection in the District office.

The staff member may respond in writing to any item placed in the staff member's personnel file and the response will be included in the personnel file.

- B. No disciplinary action, evaluation document, or complaint will be placed into a member's personnel file without a copy being provided to the member. Normally, the member will be asked to acknowledge receipt of a copy by affixing the member's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof. ~~Information contained in working files shall be emptied or placed in the personnel file within two years of initial placement in the working file.~~
- C. Document(s) related to performance or discipline shall not be placed in a bargaining unit member's file more than thirty (30) days after termination.

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Article 11 — Complaint Procedures

- A. If a formal complaint is made to an E.S.D. supervisor, regarding a staff member's performance, the complaint shall be reduced to writing and ~~shall be discussed with~~ the staff member shall be notified within ~~five (5)~~ ten (10) working days after its receipt by the E.S.D. unless it is impractical to do so within such time limit because of the absence of the staff member or the immediate supervisor.
1. The staff member shall be apprised of the full nature of the complaint including the name of the complainant.
 2. The staff member with the assistance of the immediate supervisor will attempt to resolve the matter informally. However, if a meeting between the complainant and the staff member is to be held, the supervisor, upon prior request of the staff member, will, prior to that meeting, meet with the staff member and discuss ways of handling the situation.
 3. The staff member, upon request, shall be advised in writing of the status or resolution of the complaint within ten (10) working days of the discussion referred to in "A" above.
 4. Complaints which are not discussed within the ~~five~~ten-day time period may not be used in evaluations in any disciplinary action.
 5. The staff member has a right to association representation at all levels.
- B. The foregoing shall have no application to complaints of such a nature that they could result in institution of suit or action either criminal in nature against the member or civil in nature against the member or the District.

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Article 12 — Vacancies and Transfers

A. VACANCIES

A vacancy shall be defined as a vacant position previously held by a member of the bargaining unit or a new position within the bargaining unit and the District desires to fill such vacancy.

- B. Members may indicate when they submit a Notice to Return on April 15 their desire and availability for transfer to other positions if these positions open during the year. Bargaining unit members who meet licensing and job description requirements of a position will be granted an interview. If a current employee has satisfactory evaluations, has not been on a plan of assistance, and has not been subject to any disciplinary action prior to submitting an application, the employee will receive an internal preference equal to 5% of the total points possible on the screening tools used to select the successful candidate. A copy of the notice to appear for interview will be sent to the member and to the Association President and an interview will be conducted at the same time all other interviews are held.

- C. **VOLUNTARY TRANSFER TO FILL A VACANCY.** Personnel who desire a change in assignment for other than the positions above set out for the following year shall file a written statement of their desire with the Superintendent no later than April 15, or the closest business day if the 15th falls on a non-business day stating the assignment which the employee desires.

- D. When a vacancy as above defined occurs in any positions in the bargaining unit, the District will notify in writing the local president. The District shall post in each of its facilities, emailed to the “All SOESD” email group and on the SOESD website a copy of the notice of vacancy. The above notices shall be given ten (10) working days prior to the position being filled. During the summer, notification shall also be sent to the local S.O.E.S.D.E.A. President and the local UniServ office.

For the period August 10 to September 30, the ten (10) working day posting time shall not be in effect (except for newly created job descriptions). During that time the District shall continue to post the notice of vacancy in each of the two District facilities, send the notice of vacancy to the Association President and in addition shall send any notice of vacancy to any bargaining unit member who had notified the District of a desire for a change in assignment or shall announce such vacancies at the first inservice meeting of the District or Department.

- E. **CRITERIA.** In acting on requests for voluntary reassignments and/or transfer, the following criteria will be considered:

1. Individual qualifications;
2. Educational requirements;
3. Staff availability and experience mix.

F. TRANSFER DENIALS

1. The District’s decision is final and binding and not subject to grievance or other remedy. This provision does not preclude an individual employee from exercising their statutory rights.
2. If an employee’s request for a voluntary transfer has been denied, the employee will

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receive upon request, a written explanation of the reasons therefore from the Superintendent or the Superintendent's designee. The reason shall not be subject to grievance.

3. Persons requesting transfers shall not be disciplined or denied professional advantages as a result of such request.

G. **INVOLUNTARY TRANSFER TO FILL A VACANCY**

1. When a bargaining unit member is being involuntarily transferred, the employee will have the opportunity to make known to the appropriate administrators the employee's wishes regarding a new assignment.
2. Notice of an involuntary transfer will be given to the bargaining unit member as soon as reasonably possible.
3. When an involuntary transfer is considered by the District to be necessary, an employee's professional training to perform the specific job in the specific program and the employee's job performance will be considered in making the decision. However, the District's decision is final and binding and not subject to grievance.
4. An involuntary transfer will be made only after a meeting, if requested in writing by the bargaining unit member, between the member and the Superintendent at which time the member will be notified of the specific reasons for the transfer.
5. Bargaining unit members being involuntarily transferred will be informed of appropriate vacancies known at the time the decision is made. Employees will be able to indicate their preference of assignments.
6. When it becomes necessary for a bargaining unit member to transfer, because of a change in enrollment or program, the program director will comply with the provision of paragraph G and I of this Article.
7. Normally no bargaining unit member shall be subject to an involuntary transfer more than two (2) times within any five (5)-year period.
8. If a local school district, or school building within a local school district, recommends that a particular bargaining unit member be transferred out of that assignment, the ESD shall meet with the employee to determine how the ESD will proceed. If a transfer is to occur, the employee shall be notified of the reasons for the transfer.

H. **NOTICE OF INTENT TO RETURN.** The District will distribute the "intent to return" form to the members in March of each year. Members must return the form indicating their intent to return to the Human Resources office by April 15 of each year, or the closest business day if the 15th falls on a non-business day. Failure to do so may, at the District's discretion, be treated as a resignation from the District.

I. **ASSIGNMENT AREAS.** Bargaining unit members will not be involuntarily transferred out of their current assignment area unless they voluntarily accept such a transfer. For purposes of this provision, the assignment areas are defined as: 1. Douglas County; 2. Jackson/Josephine Counties, and; 3. Klamath County. This provision does not apply to Article 13, Layoff and Recall.

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Article 13 — Layoff and Recall

The District shall determine when a layoff is necessary and which programs will be affected. However, the District agrees that such layoff shall be implemented in accordance with the following procedure: Whenever the Board determines that a layoff is necessary, it shall notify the Council. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action. Reasons shall not be grievable. Affected employees shall be notified at least thirty (30) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be ten (10) calendar days.

In the implementation of a layoff or recall, the District shall consider in order:

A. **COMPLIANCE.** Since ORS 342.934 (1) states that reduction of teaching staff shall be as provided therein, the parties agree that in the event of a conflict, ambiguity or inconsistency between its provisions and the provisions of this Agreement, the statutory provisions will prevail.

B. **LAYOFF.**

1. The District shall determine the number of positions to be reduced within the following programs.

PROGRAM: AUDIOLOGY

POSITION(S): Audiologist

PROGRAM: ASSISTIVE TECHNOLOGY

POSITION(S): Assistive Technology Specialist

PROGRAM: STEPS

POSITIONS: Vocational Specialist

Lead Teacher – Multiple & Severe Disabilities

Teacher, Mentally Multiply Disabled

Registered Nurse

Transition Specialist

PROGRAM: REGIONAL PROGRAMS

POSITIONS: Teacher of Visually Impaired

Autism Spectrum Disorders Consultant

Physical Therapist

Occupational Therapist

Teacher of Deaf/Hard of Hearing

EI Therapy Specialist

PROGRAM: TECHNOLOGY AND MEDIA SERVICES

POSITIONS: Media Specialist

PROGRAM: PSYCHOLOGICAL SERVICES

POSITIONS: School Psychologist

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PROGRAM: SCHOOL IMPROVEMENT
POSITIONS: School Improvement Specialist
School Improvement Technology Integration Specialist

PROGRAM: SPEECH
POSITIONS: Speech-Language Pathologist
Augmentative Communication Specialist
Feeding/Swallowing Specialist

PROGRAM: EARLY CHILDHOOD
POSITIONS: EI Specialist
EI/ECSE Behavior Specialist
EI/ECSE Evaluation Specialist
Lead Speech Language Pathologist

2. Upon determination of the least senior bargaining unit member within the above-identified programs, those identified individuals will be placed in the transfer pool.
3. Persons with three (3) years or more service shall be transferred to positions within the programs listed in B (1) above provided such position is held by a person with fewer years of seniority and provided the person is qualified and endorsed to fill such position and the person replaced shall be placed in the transfer pool

C. TRANSFER POOL

1. Every reasonable effort will be made to transfer persons identified in B above to other positions for which they are endorsed and qualified. Bargaining unit members subject to layoff shall have the right to refuse a transfer to a position outside of their current assignment area. Assignment areas are defined as: Douglas County, Jackson/Josephine Counties, and Klamath County.
2. Seniority shall be defined as length of current continuous service to the District beginning with the first paid contracted day of service. Ties shall be broken by drawing lots.
 - a. The foregoing may be modified to the extent the District determined competence and merit as the same are defined in ORS 342.934 (9) and implemented in ORS 342.934 (4).
3. The District shall be required to confer and consult with the Council representatives prior to notification of the person to be laid off; however, the final determination shall be made by the District subject to the grievance procedure of the Agreement. However the decision of the District to reduce the work force shall not be grievable, arbitrable, nor subject to an unfair labor practice complaint for breach of contract (ORS 243.672(1)(g)).

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D. RECALL PROCEDURE

1. Employees shall be recalled to positions they are endorsed and qualified to fill when an opening occurs.
2. Recall shall be in inverse order of layoff, i.e.:
 - a. Contract employees shall be recalled first followed by third year probationary members to positions for which they are endorsed and qualified.
 - b. Other probationary employees shall be recalled after the list of contract and third year probationary employees to positions for which they are endorsed and qualified.
 - c. Employees have the right to refuse a recall to a position outside of their current assignment areas as identified in Section C.1.
3. Notice of recall shall be sent via certified mail to the last address given to the Personnel Office by the bargaining unit member. A bargaining unit member shall have fourteen (14) calendar days from the date the notice of recall was mailed to notify the District of his/her intent to return. The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to actually return to work within the time limits shall be considered the resignation of said employee.
4. Contract and probationary employees who are laid off from the District or have refused a transfer or recall out of their current assignment area as identified in Section C., 1, shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
 - a. Resign. In such event a written resignation shall be sent to the District.
 - b. Fail to return when recalled to a position located in their assignment area.

E. LAYOFF BENEFITS

1. Provided the insurer is willing to do so, the District shall extend coverage under its medical program, provided for in Article 21, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such primary medical, dental and vision premiums during the first month following layoff and such coverage may be continued by the employee for the balance of the layoff provided the employee pays the premium. Employees who accept other employment which provides group medical insurance shall not be eligible for the extension of group insurance coverage.
2. All benefits to which an employee was entitled at the time of an employee's layoff will be restored upon the employee's return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

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- F. The foregoing provision shall have no application in the event of school closure in a District other than E.S.D.

- G. **E.S.D. CLOSURE.** The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of E.S.D. closure. During E.S.D. closure due to lack of funds, the District acknowledges that the bargaining unit members are temporarily laid off, and agree to recall bargaining unit members, pursuant to Paragraph C above, to regular duty upon reopening. Employees are not paid nor accrue seniority for salary purposes for any days laid off.

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Article 14 — Paid Leaves

A. SICK LEAVE

1. Sick leave for personal illness or injury, or injury or illness within the employee's immediate family or any other allowable use pursuant to ORS 653.616, shall be granted to each full time licensed/contracted employee at the rate of one (1) day per month for each month employed and on duty for at least ten (10) days. The following terms and conditions apply to the sick leave provision:
 - a. Except for replacement personnel, the total number of days for the ensuing year shall be available to the employee on July 1st of the contract year. For new employees, the total number of days for the ensuing year becomes available on the date on which a contract is signed, if such signing occurs after July 1st.
 - b. Regular part time licensed/contracted personnel shall be granted a prorated share of ten (10) days sick leave based on the portion of the day worked.
 - c. Replacement personnel employed during the school year shall be granted the equivalent of one (1) day for each full calendar month employed.
 - d. Immediate family is defined as: Spouse, child, parent, son- or daughter-in-law, father- or mother-in-law, brother, sister, brother- or sister-in-law, grandparent, grandchild, and any other person living in the home.
2. Accumulation of unused sick leave shall be unlimited.
3. Limitations and Conditions:
 - a. The District reserves the right to require certification by a physician if sick leave in excess of five (5) consecutive school days is taken. ORS 332.507
 - b. Except as otherwise required by law, the employee is not eligible for sick leave for illness or injury while on an unpaid leave.
 - c. When an employee is requesting an unpaid leave in conjunction with the Family Medical Leave, any sick leave to be used must be taken prior to the taking of the unpaid leave.
 - d. At the employee's option, the District will pay the difference between the regular salary and the amount received from Worker's Compensation due to injury or occupational illness to the limit of accumulated sick leave. However, the amount received from Worker's Compensation shall not be charged to the employee's sick leave account.
 - e. An employee shall notify the immediate supervisor at the earliest possible time that he will be absent due to illness or injury.
 - f. Sick leave benefits shall cease upon termination of employment.
 - g. The requirements of ORS 653.601 through 653.661 are incorporated herein and the provisions of this Article 14 shall satisfy the requirements of such law. It is

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expressly agreed that all paid time off afforded to the employees pursuant to state law shall be provided concurrent with, and not in addition to, the provisions of this Article 14 and/or any other applicable provision of this Agreement.

B. DISCRETIONARY LEAVE

1. Discretionary leave shall be granted to each employee, who needs such leave, at the rate of five (5) normal work days per contract year, usable in not less than one-half (1/2) day portions if a substitute is required and usable in one hour portions if no substitute is required, and is noncumulative. Employees may carry over up to one (1) day of discretionary leave from one year to the next for a maximum of six (6) days total in a contract year.
2. Whenever possible, a licensed employee utilizing discretionary leave provisions shall contact their immediate supervisor, in advance, so that the supervisor is aware of the absence.
3. Employees will not be eligible to take discretionary leave until they have been employed three (3) months.
4. For employees not employed at the beginning of the academic year, the amount of discretionary leave available shall be prorated based on the number of days contracted and the employee's FTE during the academic year.

C. BEREAVEMENT LEAVE

The ESD shall comply with state leave laws regarding bereavement leave for grieving, estate matters, funerals, and memorials. Employees must take or schedule the time within sixty (60) days of the date on which the eligible employee receives notice of death of a covered family member. The first two (2) days of bereavement leave will be district paid leave, and any remaining days the employee shall choose whether they are using discretionary or sick leave for the remaining eight (8) days.

D. LEGAL LEAVE

1. An employee called for jury duty, or who has received a subpoena to testify in a legal proceeding or at a legislative hearing, regarding ESD related business, or under subpoena as a disinterested witness will receive full pay for the length of the jury or other service, except that part-time personnel shall receive pay only for that portion of the day regularly worked. Paid leave shall not be granted when an employee is the complainant against the District or if related to a personal legal/litigation matter.
2. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or fees (excluding mileage), received by the employee for the services referred to above, or the employee may give the compensation to the District without any consequent deduction in the employee's compensation. An employee called under the condition of this paragraph who is excused from duty shall immediately return to work.

- E. **SABBATICAL LEAVE.** A bargaining unit member who has completed at least seven (7) years continuous service with the District may be eligible for sabbatical leave for one (1) school year

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for any purpose deemed worthwhile by the Board. Applications must be delivered to the Superintendent prior to March 1st of each year. The Board may deny any sabbatical leave request for any reason the Board deems sufficient.

While on leave, the employee will receive fifty percent (50%) of their base salary plus insurance benefits. The employee shall continue to pay the employee's share of insurance contribution while on leave.

Upon return, the bargaining unit member is obligated to serve three (3) years in the District and will sign an agreement to do so or to repay the District for the salary and insurance benefits received.

A position fitting the bargaining unit member's qualification will be available upon return from sabbatical leave. Bargaining unit members shall receive unlimited horizontal movement; however, if horizontal movement is made, the employee shall not receive vertical movement for the year of sabbatical leave. If no horizontal movement is made, the employee shall receive one (1) vertical increment.

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Article 15 — Unpaid Leaves

A. **HEALTH OR CHILD CARE LEAVE.**

1. After exhausting paid leave pursuant to Article 14 and provided further the employee meets the eligibility requirements of FMLA and/or OFLA, as applicable, an employee who cannot perform their scheduled duties due to extended illness, temporary disability or for childcare purposes may upon application be granted a leave without pay for a period of time to be mutually agreed between the employee and the District. A position fitting the employee's qualifications will be available upon return. An employee on health leave shall retain their place on the salary schedule, except the employee will be eligible for the scheduled increment for the ensuing year if one-half (½) or more of the contract year has been completed in which the health leave is originally granted. Said leave may be extended beyond a one-year period at the district's discretion.
2. Should the District be inclined to deny an employee's request for this leave, notice will be given to the Council. A joint committee of two bargaining unit members and two administrators may be formed to review the request and to make recommendations to the Superintendent. The Superintendent's decision on the matter will be final and binding.

B. **AT HOME LEAVE.** An "at home" leave may be granted by mutual agreement of the District and the employee for rest or relaxation. Such a leave shall be without pay and may be for up to one (1) year in duration. The employee shall retain their position on the salary schedule. The return procedure will be the same as for "health leave" above.

C. **STUDY AND FELLOWSHIP LEAVE.** Leaves may be granted by mutual agreement of the District and the employee for up to two (2) school years for study, fellowship(s), national or international scholarships, awards and grants. The employees shall advance on the salary schedule as if present.

D. **FAMILY LEAVE.** The District acknowledges the existence of the Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Annually the District will provide employees with information explaining the eligibility requirements of FMLA/OFLA and how to access leave.

E. **RETURN FROM LEAVE.** Employees must notify the District of intent to return to active service by March 1st (unless specified otherwise above). All benefits to which an employee was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored fully to the employee upon his return. The employee shall be assigned to a position for which the employee is qualified. If requested, the employee's return job assignment shall be determined prior to the granting of the leave. The written notice of approval of the leave by the District shall include the return to work notice deadline. Failure to notify the District by said deadline (March 1st) may result in termination as a District employee, at the discretion of the District. Should the District exercise its discretion, the employee's termination will be treated as a resignation in good standing. Notice will be given to the employee in a timely manner when the District exercises its discretion to terminate the employment relationship.

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F. **EXTENSIONS AND RENEWALS.** Requests for all extensions or renewals shall be applied for and responded to in writing.

G. During the terms of leave granted in accordance with “A” through “D” of this Article, the board will not provide said employee with any fringe benefits available to active employees but will continue to list the employee with the Public Employees Retirement System/Oregon Public Service Retirement Plan. Provided the insurance carrier is willing to provide coverage, said employee may, at the employee’s expense, continue to be carried on any group insurance plan by paying the monthly premium to the District business office.

H. **SHORT-TERM UNPAID LEAVES**

If an employee has a personal situation (e.g. wedding, graduation) that arises and all appropriate leave has been exhausted, a request may be made in advance, subject to the approval of the Superintendent or the Superintendent’s designee, for not more than three (3) days of unpaid leave.

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Article 16 — Bargaining Unit Member Assignment

- A. The Superintendent, or the Superintendent's designee, will give notice of assignments to new bargaining unit members as soon as practicable, and, except in cases of emergency, not later than June 30th.
- B. All other bargaining unit members will be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than prior to the last working day of the school year to the extent known by the District. In the event that changes in such class and/or subject assignments, building assignments, or room assignments are necessary after the notification has been provided, all bargaining unit members affected will be notified promptly in writing, and, upon request of the bargaining unit member, the changes will be reviewed promptly by the Superintendent or his designee.
- C. Schedules of bargaining unit members who are assigned to more than one school building will be arranged so as not to require extended interschool travel, however, program and other educational requirements as determined by the District may on occasion or in certain program areas require extended travel.

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Article 17 — Working Conditions

- A. Normally bargaining unit members will be contracted for 190 days except for the following positions ~~whose job descriptions will be written to~~that may contain contract days in excess of 190: Audiologist, EI Specialist, EI/ECSE Evaluation Specialist, Lead Speech-Language Pathologist, School Improvement Specialist, School Improvement Technology Integration Specialist. Other job descriptions may be added to the list by mutual agreement of the parties. When other positions are requested, the Association will respond within a timely manner. Staff may work more than 190 days on a timesheet for short-term projects or needs. Volunteers will be solicited District wide for short term assignments. If the District seeks employees to volunteer for short term work, and no employee(s) are available, the District may contract with an outside entity to fill the position. Compensation for bargaining unit members whose contracts exceeds 190 days will be prorated accordingly based on 1/190 of the bargaining unit member's basic 190-day contract for each day of the adjustment. The contract shall include student contact days, inservice days, and legal holidays which are included within the contract period.
- B. **LENGTH OF DAY AND WEEK.** The normal workweek for all employees in the bargaining unit will be 40 hours. The parties recognize the desirability of flexible scheduling and it is their intent to continue reasonable flexibility in the workday and workweek for the duration of the Agreement. While employees will normally follow a work schedule as described in (1) and (2) below, the specific hours worked on any given day will be arranged by mutual agreement with the appropriate supervisor. Each employee shall receive a paid duty-free lunch period and breaks. The bargaining unit member's immediate supervisor shall make appropriate arrangements so that unit members are relieved of all student responsibilities in order to achieve the above.
1. Licensed bargaining unit members will normally work eight (8) hours per day including a thirty (30) minute duty free lunch. These staff will follow the school or district work schedule to which they are primarily assigned. These staff will attend a broad range of meetings including, but not limited to, IEP, eligibility, parent conferences, school staff meetings, and E.S.D. program staff meetings that may occur before or extend after the school's regular hours.
 2. Bargaining unit members may work more than 40 hours per week with the approval of the immediate supervisor and shall be allowed flexible time off on an hour for hour basis when such time would not interfere with educational activities as determined by mutual agreement with the immediate supervisor. Otherwise, employees will be reimbursed on an hour for hour basis as an extra duty assignment as defined in Article 20, J.
- C. **RESPONSIBILITY AND ASSIGNMENTS**
1. Bargaining unit members shall attend scheduled staff meetings outside of working hours when and as required by the Superintendent and immediate supervisor. Meetings shall be held during working hours when reasonably possible. Meeting hours and related work schedules may be arranged by consultation with the appropriate supervisor. Employees unable to attend such meetings because of commitment directly related to their work such as, but not limited to, staffings, parent conferences and visitations, shall not be subject to reprisal provided they have contacted their immediate supervisor prior to the scheduled meeting, whenever possible.

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2. In the event of a classroom teacher's absence, the teacher to be replaced shall be given the opportunity to recommend a substitute whenever possible; however, the decision shall rest with the supervisor.
 3. The District will provide each bargaining unit member with a copy of the employee's job description. The job description will be of sufficient specificity that the bargaining unit member's immediate supervisor can read and assign tasks in accordance with it. The bargaining unit member's job description will become a part of the employee's contract. Assigned tasks and responsibilities shall be related to the job description.
 4. When an assigned facility is inadequate, the bargaining unit members will report the inadequacy to the immediate E.S.D. supervisor. If no solution is reached within ten (10) working days, the immediate E.S.D. supervisor will submit to the local building principal and District Superintendent a written statement of the problem and a request for a conference, including, but not limited to, the bargaining unit member, the employee's supervisor, the program coordinator or the director, whichever is next in line of authority, and the local building principal in an attempt to remedy the problem. The decision of the E.S.D. will not be subject to grievance.
 5. The District will make every effort to provide each bargaining unit member with the supplies and materials necessary for the appropriate program. If a financial freeze is necessitated, the District shall meet with the Association in order to prioritize purchasing of essential instructional materials.
 6. With prior approval from the employee's supervisor a bargaining unit member may request to work from home up to three (3) times a year not to exceed eight (8) hours in a day. This is not an option which can be used during inclement weather. If there is a need to work from home beyond the time outlined above the employee and the supervisor may submit a request to the Superintendent for approval.
- D. **PREPARATION TIME.** Bargaining unit members will adhere to the preparation time schedule followed in the school District to which the employee is assigned. Bargaining unit members working in more than one district in the course of a day will, with the immediate supervisor, mutually decide upon schedule preparation time.
1. Bargaining unit members shall be on duty at the site designated by their supervisor or on assigned work-related business during the time assigned. The total length of the workday will normally not be more than eight (8) hours. The duty-free lunch period will be at least thirty (30) minutes in length in accordance with the specifications of the individual district.
 2. Bargaining unit members may leave their work sites without requesting permission if permitted by the building and local districts during the scheduled duty-free lunch period after notifying the appropriate supervisor and in accordance with the specifications of individual districts.
 3. Upon request of the bargaining unit member, the District shall provide a mutually agreed upon release time from the bargaining unit member's classroom or from their caseload assignments to do required paperwork. The bargaining unit member's request will provide a written statement of the paperwork needing completion.

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Article 18 — Holidays

- A. The following shall be paid holidays for bargaining unit members. Part-time staff or those hired mid-year shall receive the appropriate prorated paid holidays.

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day (only if the employee works eighty (80) hours or more during the month of July)

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Article 19 — Dues and Payroll Deductions

- A. Dues shall be deducted from the paycheck of any employee who is a member of the bargaining unit represented by the Council. 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 and other Association related voluntary deductions to be deducted. The Association shall also notify the District when a deduction changes, and the District shall enact the change on the pay period following a notification and agree to deduct said withholdings and forward them to the OEA. The District shall deduct 1/10 of such dues beginning with the October paycheck of the employee and then each month for a total of ten (10) months. Deductions for members who joined the bargaining unit represented by the Council after the commencement of the school year shall be appropriately pro-rated so that payments will be remitted to the Council at 6900 SW Atlanta Street, Portland, OR 97223-2513 on a monthly basis, and by the fifteenth (15) day of the succeeding month.
- B. Any employee who is a member of the bargaining unit represented by the Council or who has applied for membership in the bargaining unit represented by the Council, may sign and deliver personally or through an appropriate representative of the Council, an assignment authorizing additional deductions. Such authorization shall continue in effect from year to year unless revoked in writing as hereafter provided. Any member may withdraw the said payroll deductions by writing a letter to the office of the Council. These deductions shall be rolled into the employee's dues rate, and shall not result in an additional payroll deduction.
- C. By October 1 of each year, the District shall annually provide an excel compatible electronic transmission with the following information if it is available: individual identifier, first date of service, FTE, worksite, title, position on the salary schedule, cellular, home and work telephone numbers, any means of electronic communication, including work and personal email addresses, and home and personal mailing addresses. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) calendar days of hire.
- D. **DISTRICT'S RELEASE FROM RESPONSIBILITY.** The Council 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 Council's obligations are contingent upon the District: 1) giving the Association 30 days notice, in writing, of any claim; 2) and cooperating with the Association and its designated counsel in the defense of the claim. In the event the District properly invokes these provisions, 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.
- E. **PAYROLL DEDUCTIONS PROCEDURE**
1. Payroll deductions may be accomplished by requesting the appropriate form from the District Business office.
 2. The completed form, when signed by the employee, shall be returned to the Business office at least ten (10) days prior to the payday on which the deductions should begin.
- F. **PAYROLL DEDUCTION FUNDS**
1. When required, upon appropriate written request from the employee, the District shall

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deduct from the salary of the employee and make appropriate remittance for the following funds: Group Insurance Plans, Credit Union, Tax Sheltered Annuities, and Associated Membership, provided, however, that from the date of this contract, no less than ten (10) employees must contribute to any newly designated fund to enable such fund to qualify for payroll deduction by the District.

2. Employee payroll checks shall itemize all sources of any and all payroll deductions.

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Article 20 — Professional Compensation

- A. **SALARY SCHEDULE.** The salary schedule is attached hereto and marked as Appendix A and Appendix B. The increment between steps will remain the same at 3.35%.

There will be a salary increase of four ~~and 487/1000~~ percent (4.487%) for 20~~22~~19-202~~30~~30, three ~~and 253/1000~~ percent (3.253%) for 2023~~0~~0-2024~~1~~1, ~~and three percent (3%) for 2021-2022.~~

The SOBC and ESD agree to consider historical and present economic data of the ESD component school Districts prior to negotiations.

- B. Employees shall be awarded full credit for educational experience up to a maximum of eight (8) years. This maximum may be exceeded at the discretion of the District. The Council will be notified in each case when the maximum is exceeded.
- C. Employees will be paid by the 20th of each month, unless it is a Sunday, in which case they will be paid on the 21st; for the month of December paychecks will be issued on the last working day before Christmas vacation.
- D. Upon returning from mandatory military service, credit experience in the armed services of the United States will be allowed as credit “elsewhere” up to five (5) years. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.
- E. During the term of this Agreement, placement on the salary schedule for each employee (in regard to columnar placement) will be based upon:
1. Notification by May 15 of the preceding year of intent to attend summer school and earn sufficient credits to change columns on the scale. Courses must be in the employee’s present or proposed areas of licensing.
 2. When a unit member has earned the right of a higher salary column by reason of increased professional training, the change shall be made effective for the next pay period after receipt by the District of an official transcript or official grade slip, provided it is received at least fifteen (15) calendar days prior to payday. The new higher pay level for increased training shall not be retroactive.
 3. For movement to the master’s column of the salary schedule, the master’s degree must be as described in the job description of the job held or to be held by the staff member or otherwise related to the job function to be performed as determined by the District.
- This provision is not applicable to bargaining unit members presently placed in the master’s column.
- F. Each employee employed for 190 workdays or more shall be paid on the basis of twelve (12) equal payments.

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- G. Vertical movement shall be granted for each additional year of experience. The parties recognize that such vertical increment may be withheld if an employee's performance is unsatisfactory, subject to review through the grievance procedure.
- H. The District shall continue to pay the entire employee's contribution to the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP).

I. **EXTRA COMPENSATORY PAY**

1. **ASSIGNMENT**

- a. Acceptance of a new extra-comp assignment shall be voluntary.
- b. The person currently holding an extra-comp position shall have first priority in retaining said position, if performance has been deemed satisfactory.
- c. All extra-comp responsibilities shall have a job description available upon request. Extra-comp assignments will first be offered in writing by May 1st and accepted or rejected by May 15th.

- 2. **RESIGNATION FROM EXTRA-COMP POSITION.** A bargaining unit member may resign from extra-comp positions by notifying the employee's supervisor in writing by April 15th.

3. **EVALUATION**

- a. Each member's performance in an extra-comp position will be evaluated annually by the respective supervisor or the supervisor's designee who is not a bargaining unit member.
- b. Two evaluation conferences will be held; the first prior to January 31st, the second prior to April 30th. A formal written evaluation shall be completed by May 1st. The content of the written evaluation is not grievable, arbitrable, nor subject to an unfair labor practice complaint for breach of contract (ORS 243.672(1)(g)).
- c. The evaluation conferences shall include a review of hours worked and any additional compensation shall be included in the following pay period.

4. **COMPENSATION**

Department Chair: Assist the department administrator with goal setting, policy, staff development, inservices, communications, staff consultation, technical assistance, and program review and assessment.

- a. Department chairs with 0 to 10 bargaining unit members shall annually receive .078 of bargaining unit member base salary for three (3) hours of work per week. If additional hours are needed per week, they shall be compensated at the rate of .026 of bargaining unit member base salary for each additional hour of work.
- b. Department chairs with 11 or more bargaining unit members shall annually receive .084 of bargaining unit member base salary for three (3) hours of work per week. If additional hours are needed per week, they shall be compensated at

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- the rate of .028 of bargaining unit member base salary for each additional hour of work.
- c. Any hours in excess of the three (3) hours per week shall require prior written program administrator approval.
 - d. There will be no substantial increase in responsibilities or duties during the year unless additional compensation is provided.
 - e. If department chair is required to be out of classroom because of department chair duties, a substitute will be hired.
5. For those positions for which the District requires a license in addition to the license required on the job description, the District will reimburse each member up to \$300 of the cost of the renewal fee.

J. EXTRA-DUTY ASSIGNMENTS

Extra-duty assignments requiring a full day's work will be compensated, pro rata, based upon 1/190th of the bargaining unit member's base salary.

Extra-duty assignments requiring less than a full day's work will be compensated at the hourly rate of the employee's salary.

K. PREMIUM SERVICE PAY

1. Premium Service Pay (PSP) is compensation for those employees who have long term service with the District. In order to be eligible for PSP, employees:
 - a. Must have completed fifteen (15) years of service with the District with a break in service of not greater than two (2) years.
 - (1) The amount of time while an employee is on an approved leave, a recall list, or those years when the employee's full-time equivalence (FTE) is less than 0.5 FTE, will not count towards the necessary accumulation of years of service for PSP. While these events will not count toward the service requirement for PSP, they will not constitute a break in service.
 - (2) A year shall be defined as 135 work days in a contract year in a position that is 0.5 FTE or greater.
 - b. Must have completed one year on the last step of the BA or MA column of the salary schedule.
2. Employees who qualify for PSP shall receive the following compensation:
 - a. During the first year of eligibility employees will receive a stipend equal to one (1.0%) percent of the employee's placement column base salary (BA Step 1 or MA Step 1). The District will also increase its contribution toward the purchase of insurance premiums by \$20 per month.
 - b. During the second year of eligibility employees will receive a stipend equal to two (2.0%) percent of the employee's placement column base salary (BA Step 1

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or MA Step 1). The District will also increase its contribution toward the purchase of insurance premiums by \$30 per month.

- c. During the third and remaining years of eligibility employees will receive a stipend equal to three (3.0%) percent of the employee's placement column base salary (BA Step 1 or MA Step 1). The District will also increase its contribution toward the purchase of insurance premiums by \$40 per month.

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Article 21 — Insurance

A. ~~On October 1, 2019 the District contribution for insurance shall be up to \$647 per month for Employee only coverage; \$1,399 per month for Employee/Spouse coverage; \$1,245 per month for Employee/Children coverage; and \$2,002 for Family coverage per eligible employee if employed half time or more for medical insurance, dental insurance, vision insurance and life insurance.~~

~~On October 1, 2020 the District contribution for insurance shall be up to \$590 per month for Employee only coverage; \$1,275 per month for Employee/Spouse coverage; \$1,120 per month for Employee/Children coverage; and \$1,815 for Family coverage per eligible employee if employed half time or more for medical insurance, dental insurance, vision insurance and life insurance.~~

On October 1, 2022 through September 30 of 2024+ the District contribution for insurance shall be up to \$637 per month for Employee only coverage; \$1,377 per month for Employee/Spouse coverage; \$1,210 per month for Employee/Children coverage; and \$1,960 for Family coverage per eligible employee if employed half time or more for medical insurance, dental insurance, vision insurance and life insurance.

The SOBC and ESD agree to consider historical and present economic data of the ESD component school Districts prior to negotiations.

B. An employee who can show proof of other group health insurance and opts-out of health, vision, and dental plans shall receive \$350 per month. (An employee must opt-out of all three insurances in order to be eligible for this benefit).

If the opt-out language in any way violates the rules under the Affordable Healthcare Act, IRS, or the insurance carrier, the parties agree the opt-out provision shall be immediately corrected to an allowable amount.

C. Members will pay the full premium for long term disability insurance and any other offered supplemental insurance. Enrollment in any supplemental insurance plan authorizes automatic payroll deduction for the monthly premium costs.

D. Effective October 1, 2019 the ESD shall contribute one hundred dollars (\$100) to a Health Savings Plan (HSA) for employees who select a HSA qualifying plan offered by the District.

E. Domestic Partners

The District will allow coverage for domestic partners as allowed and determined by the insurance carrier as long as insurance is purchased using tiered rates.

F. Oregon Educators Insurance Pool

The parties recognize state law requires the District to purchase insurance through a statewide insurance pool entitled the Oregon Educators Benefits Board.

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Article 22 — Mileage Reimbursement for In-District Travel

- A. Reimbursement is set at the IRS rate which is known to the District at the time of payment.
- B. Mileage will be computed for reimbursement as follows:
 - a. Staff will have a designated “Work Base Location.” Mileage will be reimbursed from the designated work base location for district related travel to and from the work sites.
 - b. Commute mileage from home to the designated work base location will be determined. Commute mileage will not be reimbursed.
 - c. When traveling from home directly to a work site, the commute mileage will be subtracted from total miles traveled for that work day. If the staff member left directly from home and returned to home at the end of the day, the round trip commute mileage as determined in (b) will be subtracted from the submitted mileage for that day. If only one way was directly from/to home, then $\frac{1}{2}$ of the round trip commute mileage as determined in (b) will be subtracted.

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Article 23 — Professional Development

- A. In order to encourage and aid in the professional development of bargaining unit members of the District as needed to improve programs for the sake of the students, it is the intent of the District to reimburse tuition, fully or partially depending on the circumstance, to selected bargaining unit members for professionally developmental college or university courses and/or programs or workshops tied to the professional learning goals of the District, department, or the employee as determined by the Tuition Reimbursement committee. The District encourages employees desirous of their professional development to submit an application on the appropriate form to the Committee by October 15. The Tuition Reimbursement Committee shall consist of no less than two representatives from the Association and one representative from the District. The District will provide funding of nine thousand dollars (\$9,000) each year during the term of this Agreement.

- B. A member may, at District discretion, be granted leave time for the purpose of visiting other classes, schools or educational facilities, I.E.P. planning and preparation, or attending educational conferences during the year. If attended at District request, expenses will be paid by the District. If attended with District approval, but there are insufficient funds in the budget to fully pay professional development expenses, then partial payment (registration, travel, lodging, meals, or gas, etc.) may be available. In each of the two previous situations, the bargaining member is considered to be on duty and will experience no loss of pay. If attended not at District request or approval, conference expenses will not be paid by the District and leave either will be charged to personal leave as provided in Article 14, C, or taken as unpaid leave, whichever the member requests.

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Article 24 — No Strike/Lockout

- A. During the term of this Agreement, the Council and/or members of the Bargaining Unit will not engage in or encourage support of any of the following against the District: a strike, grievance strike, picketing during work hours, observance of other units' pickets, work slowdown, work stoppage, or willful absenteeism from one's duty position. In the event that any employee in the bargaining unit violates this provision the Board may, but is not obligated to, notify the Council of the violation, and the Council, upon notification or other knowledge thereof, shall immediately notify any and all such employees individually in writing to cease and desist from such action and shall order each of them to immediately return to his normal duties. Failure to comply could subject the Council and members of the Bargaining Unit to recourse provided by the Public Employees Collective Bargaining Act.
- B. It is recognized that employees of the E.S.D. may, on occasion, find themselves assigned in a local school district whose employees are participating in a legal strike. At such time, the E.S.D. will not allow that district to use E.S.D. employees in any other capacity except their normally assigned duties. Nothing contained herein shall be construed to prevent employees during their off-duty hours from supporting or participating in strikes not involving the Bargaining Unit.
- C. There will be no lockout of employees in the Bargaining Unit by the District as a consequence of any dispute arising during the period of this Agreement.

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Article 25 — Early Retirement Incentive

- A. For Bargaining Unit members who voluntarily apply, the following early retirement incentive program will be available to otherwise eligible members who have a minimum of ten (10) years of experience with the District in a licensed position and are between the ages of fifty-five (55) and sixty-two (62) or have ten (10) years experience and are PERS eligible. Breaks in service shall not disqualify the employee for the benefit outlined in this Article, so long as they meet the conditions of this Article and the first term of service was five (5) years or greater.
- B. The District will pay the individual who opts for early retirement the following:
1. Stipend:
 - a. Each retiree will receive three (3) times the daily licensed substitute rate, as determined by ODE, per pay period from the date of retirement to age sixty (60) if the retiree is available for work during those months.
 - b. Retirees will agree to substitute or to perform staff or curriculum development work, up to twenty-four (24) hours a pay period, at no cost to the District from the date of their retirement until age sixty (60).
 - c. If the retiree is not available for one of the reasons listed below, the retiree will continue to receive the full stipend. An individual is assumed to be available for work unless they meet one of the exceptions below:
 1. Ill, injured, or other similar emergency; or,
 2. Attendance is required at another function or activity other than social or recreational; or,
 3. Temporarily out of the immediate area.
 - d. Any retiree may choose to not be available for work and the retiree will not receive a stipend until the time they are available to work or they reach the age of sixty (60).
 - e. If the retiree returns to work under the provisions of a PERS 1039 plan, the retiree is deemed available to work and the first twenty-four (24) hours of work per pay period is paid at the licensed substitute rate using four (4) hour work increments. When the retiree is no longer eligible to work (e.g. employee has completed 1039 hours), the retiree will not receive a stipend until such time that they are able to work again.
 - f. Between the ages of sixty (60) and sixty-five (65), or until attainment of full Social Security eligibility, whichever occurs first, the retiree is paid two hundred and seventy five dollars (\$275) per pay period. In the case of the member's death, payments shall cease.
 - g. If the retiree who is between the ages sixty (60) to sixty-five (65) chooses to be available to work, the retiree is paid two hundred and seventy five dollars (\$275) per pay period unless they work a full twenty-four (24) hours in which case the retiree receives the substitute rate for all three days.

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2. Insurance:

- a. The premiums necessary to provide full family primary medical, pharmacy, dental, and vision coverage equivalent to that provided Bargaining Unit members for a maximum of ten (10) years or until the member reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first, if the insurer of Bargaining Unit members will provide the coverage.

C. This Article and benefit will not be applicable to bargaining unit members hired on and after January 1, 2001.

D. For the purpose of this agreement, “temporarily out of the area” shall mean the retiree will be out of the area for less than one full pay period.

A retiree who will be out of the area for one full pay period or more, or is no longer available to work, will notify the E.S.D.

The E.S.D. will also provide retirees a list of types of tasks or projects available for retirees.

Retirees will only be asked to substitute the day of the assignment within the county they reside or have previously worked. Prearranged assignments can be in adjacent county on mutual agreement. Travel time to adjacent counties is counted toward their available time. Projects and any time worked accumulates toward the time retirees under the age of sixty (60) are to be available in future months (e.g., if a retiree works nine (9) days on a project then the retiree will have fulfilled the retiree’s availability obligation for three (3) months). Requirements completed will be paid in equal monthly payments (stipend). If a retiree is hired to work more than the thirty-six (36) days the retiree will become an employee.

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Article 26 — Re-Employment of Retired Employees

Retirees

Bargaining Unit members who retire under PERS/OPSRP and who are subsequently rehired will continue to be members of the bargaining unit. The District is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions. Upon request by the employee the district will advise mid-year retirees whether or not the district will rehire the employee for the rest of the school year. Rehired retirees will not have a promise of employment beyond the end of the school year.

Rehired, retired bargaining unit members shall have the benefit of the provisions of this agreement except as follows:

1. Bargaining unit members shall give sixty (60) days notice of retirement to the District in order to be eligible for rehire.
2. Insurance benefits shall be provided as per Article 25 Early Retirement Incentive unless the rehire does not qualify. In the event that the employee does not qualify, insurance benefits will be provided as outlined in Article 21 – Insurance.
3. Paid Leaves – Mid Year Retirees

Sick Leave: Retirees will be eligible to use any remaining annual sick leave days earned in the year of retirement. For example: nine (9) days granted at beginning of year and retiree used five (5) days before date of retirement. Retiree would be eligible to use four (4) days. The remaining eligible days will be deducted from what is reported to PERS. The retiree will not accumulate additional sick leave.

Discretionary Leave: Any unused discretionary leave days at the time of retirement will carry forward to the year end.
4. Rehired retirees shall be hired on limited duration contracts. The termination of the employee’s limited duration assignment in completing the school year shall not be considered discipline or dismissal and shall not grant the employee rights under Article 13 – Layoff and recall.
5. Rehired retirees will be considered “probationary” for the purposes of dismissal and will not have rights to appeal dismissal through the Fair Dismissal Appeals Board (FDAB) or through arbitration.
6. No PERS/OPSRP contributions will be made after the retirement date, unless required by law.
7. After retirement, and for the entire period during which they are re-employed by the District, bargaining unit members will work within the hours limits established by PERS. Employees will be required to keep accurate records of hours work and submit said record to payroll monthly.

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Article 27— Job Sharing

- A. A maximum of five (5) full time positions for the purpose of the job sharing may be made available:
 - 1. At the discretion of the Board;
 - 2. Upon recommendation of the Superintendent;
 - 3. With the approval of the Coordinator in whose program shared positions will be located, and;
 - 4. Within the allocated staff positions for the current school year.

- B. For the purpose of this Agreement, job sharing shall mean the voluntary occupation of a single classroom position by two (2) individuals. In order for a shared position to be approved, the two (2) individuals must complete an application for such, on a form agreed upon by the Board with bargaining unit member input, or agree to such a position subject to the conditions of this Article if contacted by the Superintendent.

- C. The Board may approve shared positions to a maximum of five (5) for the current school year dependent upon the following:
 - 1. The bargaining unit member must not file for unemployment benefits while employed in a shared position. Failure to comply with this provision will result in assigning said bargaining unit member as a substitute to provide for full employment.
 - 2. When a shared position is terminated, each bargaining unit member will be assigned to a full-time position for which they are qualified within the county in which they have been assigned.
 - 3. Actual teaching schedules and preparation time schedules will be jointly developed by each partner with the Coordinator's approval. Such schedules may be altered at any time with the Coordinator's approval.
 - 4. Bargaining unit member partners having joint responsibility for the same students will attempt to reciprocate substituting up to a maximum of three (3) days. In no event shall either partner be obligated by the other for more than three (3) days.
 - 5. The bargaining unit member partners having attained permanent status in the District.
 - 6. An agreement by the bargaining unit member partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
 - 7. No bargaining unit member in the District shall be involuntarily transferred in order to create shared time positions.
 - 8. Job sharing assignments shall terminate at the end of each school year.

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D. Shared time positions will be compensated as follows:

1. Teaching salary will be fifty percent (50%) of each bargaining unit member's regular annual salary. The experience and educational step for the bargaining unit member will be the same as the employee would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
2. Seniority will accrue to a person in a shared time position.
3. Leaves will accrue on a percentage basis but proportionate to number of hours worked.
4. Division of the fringe benefit package shall be by written agreement between the teaching partners. The District shall not be liable for more than one fringe benefit package amount.

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Article 28 — Supervision of Student Teachers

- A. The District reserves the right to assign student teachers, however, supervision of all student teachers shall be on a voluntary basis.
- B. All financial compensation received by the District as compensation for direct supervision of a student teacher, less necessary withholding, will be paid to the cooperating bargaining unit member.

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Execution of Signatures

Southern Oregon ESD Board or Vice Chair

Rep. Southern Oregon Bargaining Council

Southern Oregon ESD Superintendent

Rep. Southern Oregon ESD Association

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Appendix A

Salary Schedule 2019-2020

	BA	MA
Step		
1	\$ 43,495.00	\$ 48,563.00
2	\$ 44,952.00	\$ 50,190.00
3	\$ 46,458.00	\$ 51,871.00
4	\$ 48,014.00	\$ 53,609.00
5	\$ 49,623.00	\$ 55,405.00
6	\$ 51,285.00	\$ 57,261.00
7	\$ 53,003.00	\$ 59,179.00
8	\$ 54,779.00	\$ 61,161.00
9	\$ 56,614.00	\$ 63,210.00
10	\$ 58,510.00	\$ 65,328.00
11	\$ 60,470.00	\$ 67,516.00
12	\$ 62,496.00	\$ 69,778.00
13	\$ 64,590.00	\$ 72,116.00
14	\$ 66,754.00	\$ 74,532.00
15	\$ 68,990.00	\$ 77,028.00
16	\$ 71,301.00	\$ 79,609.00

INCREMENT: 3.35%

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Appendix B

Salary Schedule 2020-2021

	BA	MA
Step		
1	\$ 44,800.00	\$ 50,020.00
2	\$ 46,301.00	\$ 51,696.00
3	\$ 47,852.00	\$ 53,428.00
4	\$ 49,455.00	\$ 55,218.00
5	\$ 51,112.00	\$ 57,068.00
6	\$ 52,824.00	\$ 58,980.00
7	\$ 54,594.00	\$ 60,956.00
8	\$ 56,423.00	\$ 62,998.00
9	\$ 58,313.00	\$ 65,108.00
10	\$ 60,266.00	\$ 67,289.00
11	\$ 62,285.00	\$ 69,543.00
12	\$ 64,372.00	\$ 71,873.00
13	\$ 66,528.00	\$ 74,281.00
14	\$ 68,757.00	\$ 76,769.00
15	\$ 71,060.00	\$ 79,341.00
16	\$ 73,441.00	\$ 81,999.00

INCREMENT: 3.35%

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Appendix C

Salary Schedule 2021-2022

	BA	MA
Step		
1	\$ 46,144.00	\$ 51,521.00
2	\$ 47,690.00	\$ 53,247.00
3	\$ 49,288.00	\$ 55,031.00
4	\$ 50,939.00	\$ 56,875.00
5	\$ 52,645.00	\$ 58,780.00
6	\$ 54,409.00	\$ 60,749.00
7	\$ 56,232.00	\$ 62,784.00
8	\$ 58,116.00	\$ 64,887.00
9	\$ 60,063.00	\$ 67,061.00
10	\$ 62,075.00	\$ 69,308.00
11	\$ 64,155.00	\$ 71,630.00
12	\$ 66,304.00	\$ 74,030.00
13	\$ 68,525.00	\$ 76,510.00
14	\$ 70,821.00	\$ 79,073.00
15	\$ 73,194.00	\$ 81,722.00
16	\$ 75,646.00	\$ 84,460.00

INCREMENT: 3.35%