

Collective Bargaining Agreement



Columbia Gorge Education Service District

and

Columbia Gorge ESD Education Association

July 1, 2023 – June 30, 2026

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Preface

This agreement is entered into this 21st day of February 2024, by and between the Columbia Gorge Education Service District Education Association, hereafter called the "Association", affiliated with the Oregon Education Association and the National Education Association, and the Columbia Gorge Education Service District, Wasco County, Oregon, hereafter called the "District" or the "Board".

WHEREAS the District has a statutory obligation to negotiate under the laws as requested by the Association as the representatives of the members of the bargaining unit; and

WHEREAS the parties, in consideration thereof, agree the following are all hereby agreed as pertinent parts of this Agreement.

WHEREAS the parties in the agreement agree to the Statement of Belief: We, as District employees, place a high value on the individual rights and equality for all. No individual will discriminate against another on the basis of race, color, national origin, religion, sex, age, disability, marital status, sexual orientation.

Article 1 – Recognition

- A. The District recognizes the Association as the sole bargaining representative for all regular full-time and part-time licensed and classified employees of the Columbia Gorge Education Service District who regularly work twenty (20) hours a week or more (760 or more hours per year), except as otherwise specifically excluded herein.

B. Exclusions

Specifically excluded from this contract are all administrators, supervisory and confidential employees, other part-time employees, temporary employees, and substitute employees.

1. For the purpose of this Agreement, other part-time employees are defined as those hired for less than twenty (20) hours per week or less than 760 hours per year. Substitute hours shall not apply towards these hours/days.
2. Temporary employees are defined as those employees hired for special assignments or projects whose length of service is one (1) year or less.

Article 2 – Management Rights

- A. The District on its own behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. All rights reserved herein are subject to the obligations found elsewhere in the labor agreement. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
1. The executive management and administrative control of the Education Service District and its properties and facilities;
 2. The hiring of all bargaining unit members and the right to determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
 3. The right of assignment and direction of work of all of its personnel, determination of the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict

with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

4. The right to establish the work schedule;
 5. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 6. Adopt reasonable rules and regulations;
 7. Determine the qualifications of bargaining unit members, including physical conditions;
 8. Determine the location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 9. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
 11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations; and
 12. Determine the policy affecting the selection, testing or training of bargaining unit members providing such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific written terms of this Agreement and then only to the extent that such terms are in conformance with the Constitution and the laws of the State of Oregon.
- C. The right to contract out, after notifying the Association that administration has prepared any cost analysis required under ORS 279B.030 and has determined to recommend to the Board that the duties performed by a class of employees should be contracted out. Notice to the Association shall be given at least thirty (30) calendar days before the recommendation to the Board. In the event the District determines to exercise its right to contract out, notice shall be provided to the Association and the parties shall negotiate over the impact per Article 14.

Article 3 – Association Rights

- A. Association Leave
1. The Association shall be granted ten (10) days of Association leave with pay per year. The Association shall pay the cost incurred by the District of the substitute.
- B. Right to Information
1. The District agrees to provide, upon request, statutorily mandated information necessary to function as the exclusive bargaining representative.
- C. Right to Use of Facilities
1. District buildings or property, whether owned or leased, may be used for Association meetings at reasonable times provided there is no conflict in scheduling such use and provided the Association reimburses the District for reasonable costs incurred. The District shall permit the Association to use the public District's facilities, for purposes of conducting meetings with the represented employees in the bargaining unit.
 2. District facilities may be used for Association meetings at reasonable times, provided that such

meetings shall not interfere with District operations. The Association shall be entitled to meet with bargaining unit members for a reasonable amount of time and conduct Association activities during the workday. The Association shall use the established facilities use process to reserve meeting locations when applicable.

D. Equipment

1. The Association shall have the right to use District facilities and equipment, including email, computers, copy machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association will pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
2. All Association use of District facilities, technology, and equipment provided for in this Article shall be subject to all applicable Board policies and laws.

E. New Hires

1. The District shall notify the Association President of new hires at least one week prior to New Member Orientation (or a new employee's first day of work if no orientation is scheduled).
2. The Association shall be given up to one (1) - hour of time during the orientation meeting for new employees. If no formal orientation is offered to new hires, the Association shall be allowed one (1) - hour of work time at individual or group meetings to orient new employees to the Association without loss of employee compensation or leave benefits.

F. Staff Meetings

1. The Association shall be provided a minimum of fifteen (15) minutes after any District-wide staff meeting or in-service to conduct members-only business.

G. Meetings with Bargaining Unit Members

1. Visits with Bargaining Unit Members
 - a) The District shall provide the Association, including designated OEA staff, reasonable access to members. The Association shall have the right to meet with bargaining unit members during regular work hours at the bargaining unit member's worksite to address grievances, complaints, and matters related to employment relations, as long as such meetings do not interfere with district operations.
2. Building Meetings
 - a) In addition to any Association time provided at staff meetings, the Association shall have the right to conduct worksite meetings before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with District operations. The Association shall have the right to conduct meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees. The District shall not charge a fee to the Association for holding worksite meetings in District facilities.

Article 4 – Discipline/Dismissal

A. Definitions

1. Probationary classified employee: classified employees who have worked 180 consecutive calendar days or less.

2. Probationary Licensed Employee: (Both TSPC and Non-TSPC Licensed Employees) A licensed employee who has worked for CGESD for less than 3 years.
3. Probationary Teacher: any licensed teacher who is not a contract teacher in accordance with Oregon Law.

B. This Article Does Not Apply To

1. Formal evaluations; or
2. Assignments to or retention in extra-duty assignments or extended contract time.
3. Except as provided in Sections C and D, the non-renewal of probationary licensed employees, the dismissal of probationary licensed employees who are not covered by the Fair Dismissals Law and dismissal of probationary classified employees; or
4. The non-renewal of temporary employees; or
5. Dismissals covered by Fair Dismissals Law.

C. Association and Board Agreements

1. The right of the Board to establish and enforce reasonable rules and regulations not in conflict with this Agreement and to discipline bargaining unit members. No bargaining unit member shall be disciplined without due process.
2. For the purpose of this Article, due process shall consist of notice of the violation(s), information forming the basis for disciplinary action and an opportunity to discuss the matter with the bargaining unit member's supervisor within five (5) workdays of notice of the violation(s) and an opportunity to have a hearing before the Board of Directors where the reasonableness of the actions shall be reviewed.
3. The District shall inform employees of performance and conduct expectations as outlined in job description and Board policy.
4. Prior to discipline, the District shall investigate alleged misconduct. The investigation shall be conducted fairly, and any discipline shall be based on evidence obtained during the investigation.
5. The District shall apply rules equitably and reasonably and must prove the alleged offense occurred and follow progressive discipline, with the understanding that some offenses are so severe that progressive discipline is not necessary.
6. Failure to meet the above procedural requirements may be the subject to a grievance. The Association may appeal an adverse decision by the Board of Directors regarding such a grievance to arbitration.

D. Just Cause

1. No member of the bargaining unit shall be disciplined without just cause.
2. Section 4.D.1 does not apply to the dismissal of contract teachers or probationary licensed employees, the non-extension of contract teachers, or the non-renewal of probationary teacher contracts. When the District elects to non- extend or dismiss a contract teacher/licensed employee the District will comply with ORS 342.805- 342.815; 342.895-342.905. Compliance with those requirements are not subject to arbitration.
3. The dismissal of: 1) a classified employee; or 2) a licensed employee who has completed three (3) years of service with the District but is not eligible to appeal the termination to the Fair Dismissals Appeal Board, may be appealed to arbitration based on just cause standards pursuant to Article 16.
4. The District has the right to terminate probationary classified employees for just cause during the probationary period, unless such requirement is not provided for Oregon Law, in which case a probationary classified employee may be terminated without cause.

E. Right to Representation

1. An employee shall have the right to have an Association representative present at any investigatory interview with their supervisor or the Board, which they reasonably believe the findings might result in disciplinary action. If the employee requests representation, they shall be given at least 24 hours to secure such representation.
2. Prior to convening any meeting which the District reasonably believes may adversely impact a member's position, employment or salary, including all investigatory meetings in which the member is the subject of the investigation and meetings concerning plans of assistance, the affected member will be given twenty four (24) hour written notice.
3. Written reasons for suspension or termination shall be furnished by the District.

Article 5 – Compensation

A. Salary Schedule

1. The basic salaries of bargaining unit members covered by this Agreement shall be set forth in and increased accordingly:
 - a) Appendix A-1 Licensed
 - i. 2023-24 salaries effective July 1, 2023 shall be based on the agreed upon salary schedule.
 - ii. Each cell of Appendix A-1 shall be increased by 4.0% effective July 1, 2024. Each cell includes an additional increase of .00318 for Long-Term Disability, which was the District's previous contribution per employee. For example, if an employees' gross monthly salary was \$1000, it is multiplied by 1.00318.
 - iii. Each cell of Appendix A-1 shall be increased 4.0% effective July 1, 2025.
 - b) Appendix A-2 Classified & Exempt:
 - i. 2023-24 salaries effective July 1, 2023 shall be based on the agreed upon salary schedule.
 - ii. Each cell of Appendix A-2 shall be increased by 4.0% effective July 1, 2024. Each cell includes an additional increase of .00318 for Long-Term Disability, which was the District's previous contribution per employee. For example, if an employees' gross monthly salary was \$1,000.00, it is multiplied by 1.00318.
 - iii. Each cell of Appendix A-2 shall be increased by 4.0% effective July 1, 2025.
2. All bargaining unit members who work the full fiscal year will have their wages annualized and divided evenly over their months of employment (12 months, 12 checks for someone starting on July 1). Academic-year employees shall have the option of choosing, prior to the first timesheet due date each year, to be paid in twelve (12) equal monthly installments – one for each month of the calendar year or to be paid in ten (10) equal installments of one per month of the school year (September-June). The employee shall be paid on the 20th of each month. Should the 20th of a month fall during a scheduled break or recess period when the program or District office is closed, the employee shall be paid on the last working day prior to the 20th day of that month.
3. All employees shall participate in the salary direct deposit program.
4. In the event of a timecard or payroll error that results in an employee being overpaid for any reason, and this fact is discovered within ninety (90) calendar days from the issuance of the paycheck containing the error, the District will provide the employee and Association with an itemized statement showing the amount of the deduction as required by Oregon law.

The District, Association and employee will meet in order to negotiate a mutually agreeable repayment schedule. Payroll errors will not require repayment if they occurred more than 90 calendar days prior to discovery. Recurring errors will only require repayment for the 90-calendar day period preceding discovery.

5. Bargaining unit members whose positions are fully or partially funded by outside monies shall be employed subject to the availability of funds. "Outside" monies shall be defined as monies other than local property taxes, state funds received to replace local property taxes, interest and/or other such revenue. Local District contracts, state grants and contracts, federal grants, etc., shall be deemed as "outside" monies. Bargaining unit members' contracts shall be issued subject to this limitation.

B. Step and Column Movement

1. Classified Staff: Classified employees who work 95 or more full (8 hour) days (or equivalent annual hours) or more per school year shall be entitled to a step increase at the beginning of the following school year. Classified employees who work two years at less than 95 days per school year shall be entitled, upon the completion of the second school year, to a full experience increment.
2. Licensed Staff: A licensed individual employed 95 or more full (8 hour) days (or equivalent annual hours) in any given year, shall be entitled upon completion of that school year, to a full step increase. The step increase shall be effective July 1 of the subsequent contract year.
3. Column Advancement on the Licensed Salary Schedule:
 - a) Shall be granted to those licensed employees who have submitted a request for the expectation of advancement and shall be based upon graduate level credits or professional development hours earned prior to the submission of the request.
 - b) A request for advancement on the salary schedule based upon additional training or license shall be implemented the pay period following submission of evidence of completion. Proof (i.e. registration cards, grade report, letter requesting transcripts) must be submitted including official transcripts.
 - c) A licensed employee who fails to provide official transcripts of credits (grade cards and unofficial transcripts are not acceptable) shall not be advanced on the salary schedule.
 - d) Use of professional development credits for salary table advancement.
 - i. Professional workshops applicable to the employee's professional interests shall be accepted for salary advancement credit on the licensed salary schedule in lieu of graduate professional preparation course credits.
 - ii. Approval of workshops for future salary advancement credit must be sought at the time the employee registers for the workshop.
 - iii. Licensed employees shall receive education credit for movement between salary table columns 10 PDUs equaling 1 CEU. 2 CEUs equal 1 college quarter credit. 1 college quarter credit equals one (1) in district credit. Professional workshop hours must be verified with a certificate of completion from the workshop and must be outside of contracted work hours.

C. Licensed Staff Initial Placements

1. Initial placement on the salary schedule by the District shall be based on:
 - a) Number of years' experience in a licensed role; and
 - b) Additional hours, including any degrees, earned subsequent to the bargaining unit member's receipt of their professional licensure (as applicable).
 - c) School Psychologist, Speech Pathologist, Occupational Therapist, Physical Therapist, shall be placed on the appropriate experience step on the MA+45 column of the current salary schedule.

- d) Registered Nurses with a BSN shall be placed on the appropriate experience step on the MA column. Registered Nurses with a Master's degree shall be placed on the MA+30 column. Existing employees will continue at their current placement.

D. Classified Employees Initial Placement:

1. Initial placement on the salary schedule by the District shall be based on:
 - a) Total number of years' experience in comparable roles and/or relevant experience; and
 - b) Relevant Experience is defined as verified experience with comparable duties and responsibilities as defined in the job description.
 - c) The District and the Association shall meet to establish implementation criteria and applicability to current employees.

E. Public Employee Retirement System

1. The District agrees to "pick up," the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(26)(a) and ORS 238A.005(17)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9) and ORS 238A.130 and shall also be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200.
2. Any amount paid shall be considered employee contributions for all purposes under Chapter 238 and 238A. Pursuant to ORS 238A.335(2)(a), the parties agree that employee compensation has already been reduced in order to generate the funds needed to make these employee contributions; the employer shall file any required notices with the Public Employees Retirement Board.
3. In the event that during the life of this agreement it becomes impossible for reason of law, regulation or decision of the court for the District to pick up the six percent (6%) contribution on behalf of members or any portion thereof, or for the District to deposit the full six percent (6%) contribution into the employee account established under ORS 238A.350(2)(a), or if anything in this article shall be construed by a decision of the court as requiring the District to take any action that is contrary to or in violation of any portion of the Oregon PERS statute, the parties shall reopen the agreement for the limited purpose of bargaining Article 5.

F. Supplementary Stipends for Specialized Skills

1. Specialist Stipends - Yearly stipends for the following specialist positions shall be paid to the following positions currently serving in the following assignments:
 - a) Speech Language Pathologist: \$5,000 (TSPC and Board Certified) or \$3,000 (Board Certified) and will compensate ASHA fees.
 - b) Teacher of Visually Impaired: \$5,000 for employee with Visually Impaired Licensure.
 - c) School Psychologist: \$3,000 for employees certified as a licensed School Psychologist.
 - d) Occupational Therapists: \$3,000 for employee licensed as Occupational Therapist.
 - e) Physical Therapists: \$3,000 for employee licensed as Physical Therapist.
 - f) Special Education Teacher or Assessment Specialist: \$3,000 with Special Education Licensure.
2. Language Stipends - Staff receiving a Pay Differential must meet the Language Proficiency Requirements established by the District. Two types of language stipends are offered:
 - a) Bilingual in Spanish: A 3.0 % bilingual differential, based on the employee's current salary, shall be paid to employees who work in any department at the ESD.
 - b) Spanish Speaker: A 1.5% Spanish-speaker differential, based on the employee's current salary, shall be paid to employees.

3. Post-Secondary Education Stipend for Classified Employees

- a) Classified Employees with post-secondary education are eligible for one of the following stipends:
 - i. Early Learning Department employees who complete a Child Development Associate (CDA) Credential, Step 7, will receive a 1% differential.
 - ii. Employees who complete an Associate's Degree or equivalent 60 semester hours or 90 quarter hours will receive a 2% education differential.
 - iii. Employees who complete a Bachelor's Degree that is applicable to their role will receive a 4% education differential, based on the employee's current salary.
 - iv. Employees who complete a Master's Degree that is applicable to their role will receive a 6% education differential.
- b) The percentage will apply to the employee's current salary, adjusted annually.
- c) These education differentials take effect in the next pay period after proof of degree completion is submitted to Human Resources.
- d) Only one of these may apply to any one staff member; the highest applicable and verified will apply.
- e) Applicability of a Bachelor's or Master's degree to an employee's role is determined by matching coursework and core elements of their job description. This determination will be made by the HR Director or Designee.

G. Compensatory and Overtime Pay

1. Working overtime (beyond 40 hours per week) must be pre-approved by the Department Director or Superintendent.
2. Any work performed beyond an employee's normally assigned hours, but less than forty hours per week, shall be paid at the employee's regular rate of pay.
3. Eligible employees (Hourly) working in excess of (40) hours per week shall be eligible to receive compensatory time or overtime compensation at the rate of one and one-half (1 ½) hours for every hour worked in excess of forty (40) hours per week.
4. It will be at the discretion of the District as to award compensatory time or overtime pay.
5. Compensatory time may be accrued to a maximum forty (40) hours.
6. Unused compensatory time, as of June 30 of each year, shall be paid at the rate of one and one-half (1 ½) hours at their current rate of pay.

H. Flex Time

1. Flextime is intended to be used by the District to help manage its programs and address operational needs. It is not intended to be used by the employee to meet their individual schedules.
2. Flex time scheduled by the supervisor shall be indicated on the employee's timesheet.

I. Short Duration Programs

1. Employment during summer and other short duration programs shall not be considered as continual employment during the regular school year.
2. Employees working in short duration programs will be paid based on the posted rate for the short duration assignment. For example, if an employee who works as an Instructional Assistant during the school year works as a teacher during migrant summer school, they shall be paid at the advertised rate for the summer school teaching position.
3. Employees employed by the Migrant Education Department who work in short duration programs will not experience a reduction in their normal hourly rate of pay.

4. Current employees shall be given priority to apply for short-duration positions that do not conflict with their permanent role, prior to outside applicants.

Article 6 – Insurance

A. Definitions

1. The employee insurance program consists of Medical, Dental, Vision, Accidental Death & Dismemberment, Long Term Disability and Basic Negotiated Life Insurance.

B. Employer Contribution Amounts

1. During the 2023-2024 contract year, the District's maximum contribution to employee medical, dental, and vision composite rate insurance premiums will be \$1,580 per month.
2. During the 2024-2025 contract year, the District's maximum contribution to employee medical, dental, and vision composite rate insurance premiums will be \$1,629 per month.
3. During the 2025-2026 contract year, the District's maximum contribution to employee medical, dental, and vision composite rate insurance premiums will be \$1,680 per month.
4. The District agrees to contribute on a monthly basis into an Individual Health Reimbursement Account for every unit member agreeing to opt out of the District medical insurance plan explained in Article 6.B.1-3 and 6.C, subject to the limitations and conditions required by OEGB. Such employees must provide evidence that they are covered by a qualifying group insurance plan. Employees who opt out of the District provided medical plan shall be eligible to receive dental and vision coverage with the same premium share provided to all other bargaining unit members. Employees who opt out of medical coverage shall be provided an Individual Health Reimbursement Account with the most favorable treatment allowed by OEGB regulations.
 - a) The amount of the monthly District contribution on behalf of each eligible member shall be 25% of the district's monthly benefit contribution referenced in Section 6.B.1, 6.B.2 and 6.B.3 for employees who opt out of medical. This amount will be prorated to part-time employees as described in sections E.2 below.
5. The insurance costs paid by the employee are calculated in the following way and order:
 - a) Insurance monthly contribution cap (Sections B.1 – B.3 above)
 - Monthly health insurance premium + HRA monthly cost
 - Dental Plan monthly premium
 - Vision Plan monthly premium
 - = Balance, that is the employee's responsibility.

To summarize, after the District's coverage cap has been applied to the employee's medical (including HRA), dental and/or vision selections (in that order), any remaining balance is the responsibility of the member.

C. Plan(s) Offered

The District and Association designate the following as the preferred District medical plans:

1. Medical Plan: MODA Medical Plan 5.
2. Health Reimbursement Arrangement: Members who enroll in the preferred District major medical plan shall also participate in a District sponsored group Health Reimbursement Arrangement (HRA) plan. In 2023-2024, the District will budget \$93.84 per month per employee into the HRA. This is included in the insurance premium cap.

The purpose of the Group HRA is to provide reimbursements to members enrolled in the preferred District major medical plans (Moda Medical Plan 5 for the 2023-24 Plan Year) such that the deductible disbursements are reimbursed by the HRA at 60% and the annual out of pocket maximum amounts are effectively \$3,300 for coordinated care and \$3,340 for non-coordinated care.

For the current 2023-2024 Plan Year, these amounts are as follows:

a) Deductible Expenses:

- i. First \$2,100 of deductible expenses: Reimbursed by the HRA @ 60% (\$1,260 HRA / \$840 Employee)

b) Co-Insurance & Copays:

- i. First \$2,500 of co-insurance & copays: Employee Responsibility
- ii. Next \$2,600 of co-insurance & copays: Reimbursed by the HRA

If a participant incurs out-of-network expenses, the HRA will look at the first \$2,100 of deductible expenses and the first \$5,100 of coinsurance/copay expenses whether they are in or out of network, with maximum disbursements of the amounts listed above.

Group HRA reimbursements are available only for qualifying expenses that are described in the MODA plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance, and copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the Group HRA plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding MODA plan year (currently October 1 through the following September 30).

3. During the 2023-2024 contract year, full time members selecting Moda Plan 5 shall receive \$99.73 each month for the purchase of dental, vision, and life insurance. Monthly dental, vision, and life insurance premium costs in excess of the allocations are the responsibility of the member. District contributions for 2024-2025 and 2025-2026 will be determined based on the terms of this agreement and the analysis of the Group HRA insurance program each spring.
4. Dental and vision contributions shall be prorated per Section 6.E.2.
5. The parties may mutually elect to discontinue the Group HRA program described in this Article at the end of any plan year. Upon written request of either the District or Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement insurance program. Negotiations shall be conducted pursuant to ORS 243.712.

D. Additional Insurance Coverage

1. The District shall provide accidental death & dismemberment, and basic life insurance for the employee only at no cost to the employee.
2. All employees shall be enrolled in long-term disability insurance. Effective October 1, 2024 employees shall pay the premiums for long term disability insurance through payroll deductions. The LTD insurance plan shall be as agreed to by the Association and the District. Salary schedules incorporated into this contract include an Increase of .00318 in 2024-2025 to account for this change. For example, if an employees' gross monthly salary was \$1,000, it is multiplied by 1.00318.
3. Non- reimbursed medical expenses and employee contributions toward insurance premiums will be handled through a Section 125 plan.
4. The District and the Association shall sponsor an annual health benefit briefing during the beginning of year orientation for all members.

E. Eligibility for Coverage

1. For a bargaining unit member to be eligible for the benefits provided in Section A through D herein, they must be regularly scheduled to work for the District at least 760 hours in a full fiscal year.
2. Employees who work between 760-1367 hours annually, the District's insurance contribution shall be pro-rated based on their full-time equivalency, with 1520 hours as the divisor. For example, the District will contribute 80% of the negotiated District contribution for an employee who works 152 8-hour days (1216 hours). The District shall continue practices that are equivalent to or superior to this standard.
3. Bargaining unit members newly hired by the Board shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month of their first paycheck.
4. The District's obligation towards premium payments as provided herein shall cease in the following way:
 - a) Employees whose last day is within the first third of the month, insurance will cease on the last day of the same month.
 - b) Employees who work more than $\frac{1}{3}$ of their final month, insurance will cease on the last day of the subsequent month.
 - c) Employees who work the duration of their contract will have insurance coverage until the last day of the month subsequent to their last paycheck.
 - d) Employees who work the duration of contract will have insurance coverage until the last day of the month subsequent to their last paycheck. Academic year employees who complete their full annual contract and employment calendar shall retain District paid benefits through September 30th. This obligation shall cease if an employee leaves employment with the District and obtains employment that provides employment-based health insurance. The District obligation under this section shall cease when alternative employment-based health insurance becomes effective (or September 30th, whichever date is sooner).
5. Same-sex domestic partners shall be eligible for insurance coverage per the terms of this Article subject to the limitations and conditions required by the insurance carrier, applicable statutes and/or court rulings.

F. Limitations

1. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy retained by the policyholder.
2. The District and the Association shall jointly select insurance plans made available to members.

Article 7a – Layoff of Licensed Staff

A. Definitions

Employees may be laid off as a result of lack of funds or administrative decision, provided that such discontinuance is not for arbitrary or discriminatory reasons. However, the District agrees that any layoffs/recall shall be implemented in accordance with ORS 342.934 as applicable. Procedures laid out in ORS 342.934 will be applied to all TSPC licensed staff.

1. A "layoff" is defined as a full or partial reduction in contracted hours, as defined in A(2).
2. A "partial reduction" is a decrease in hours that causes an employee to be placed in a lower days/year category than currently assigned.
3. Days/year categories (based on full fiscal year, annual hour equivalency in parentheses):

- a) 200-230 days/year (1600 - 1840 hours/year)
- b) 180-199.9 days/year (1440 - 1599.9 hours/year)
- c) 150-179.9 days/year (1200 - 1438.9 hours/year)
- d) 120-150 days/year (960 - 1199.9 hours/year)
- e) 95-119.9 days/year (760 - 959.9 hours/year)

B. Layoff Procedure Instigation

1. When the District determines a reduction in force is necessary as described in Section 7a.A, the District shall :
 - a) Inform the Association of the proposed layoffs and the reasons for the reduction(s).
 - b) Within seven (7) calendar days from the time the Association is informed of the proposed layoff(s), the Association may notify the District in writing of its concerns with the proposed layoff(s).
 - c) The Association and the District shall review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs at least 20 calendar days prior to the actual effective date of the layoff. Prior to this meeting, the District shall provide the Association with all requested documents.
2. For partial reductions, the District will notify the Association as soon as the need for such a reduction is evident. The notice will be in writing and will include specific positions to be affected, the proposed time schedule and reasons for the proposed partial reduction.
3. In the event the Board, in its discretion, determines that a layoff is necessary, the Board shall implement layoffs consistent with this agreement and relevant statutes. The District shall determine the members to be retained by means of the following criteria:
 - a) A determination of whether the members to be retained hold the proper license (as applicable) to fill the remaining position(s).
 - b) A determination of the seniority of the members to be retained; and
 - c) For employee's subject to the provisions of ORS 342.934, a determination of the competence and/or merit of a member being retained if the Board desires to lay off another member with greater seniority.
 - d) For the purpose of this section, the term competence shall be defined as:
 - i. Demonstrated ability to teach any grade or subject area within the last five (5) years based upon successful teacher evaluations (as defined by the Teacher Growth and Evaluation Handbook);
 - ii. Teacher experience related to subject area taught or educational attainment, but not based solely on a license to teach.
 - e) If the District desires to retain a "teacher" with less seniority than a "teacher" to be laid off, the District must prove that the "teacher" to be retained has significantly more competence than the more senior "teacher."

C. Layoff Rights

1. A licensed unit member who is notified that the position held will be eliminated or reduced in hours shall have the right to displace the least senior member in the District whose work the unit member is licensed and/or qualified to perform.

D. Seniority Computation

1. Seniority shall be computed for: licensed employees – based upon the employee's first day of actual service in a licensed position in the District.
2. Seniority shall continue to accumulate when unit members are on approved leaves.

3. Seniority shall not be broken by employment by the District in a position outside the bargaining unit. However, such time shall not be counted in computing seniority except for time spent in other licensed positions.
4. If two or more employees are found to have equal seniority, the employee to be laid off shall be determined by lot.
5. All seniority is lost when a unit member resigns, retires, is dismissed or non-renewed.
6. Licensed unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 27 months. Bargaining unit members shall not accrue seniority during the period of layoff.

E. Recall Procedures

1. When a unit member is laid off, the District shall institute a recall procedure which, when implemented, shall ensure that members will be recalled in the reverse order of layoff but only into positions for which they are licensed and/or qualified to hold at the time of the recall. The District shall exhaust the recall list, including employees who have had their contracted hours reduced through partial layoff, per this Section prior to filling positions or offering increased contracted hours in any classification. Employees shall be recalled to positions, for which they are licensed and qualified for, prior to the District filling positions with outside hires or transfers. However, part-time licensed employees shall not have a right to be recalled to any position with more than 20% increase in hours ahead of any employee who held that position with the greater number of hours.
2. Unit members who obtain additional license endorsements during the time of layoff must bring to Human Resources the amended new license. A copy of the new license shall be made and retained in Human Resources for the purpose of insuring that the District has correct license information when a recall is initiated.
3. In the event of recall, the District shall notify a unit member of recall by registered letter at the last address given to the District by the unit member.
 - a) An employee shall have 10 calendar days from receipt of the letter to notify the District of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided in Article 7a. A unit member who is laid off shall remain on the recall list for the period defined in Section D-6 unless the unit member:
 - I. Waives recall rights in writing;
 - II. Resigns or retires;
 - III. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
 - IV. Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice shall be allowed before being required to report for work.
4. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere shall be considered resignation of the member.
5. If a unit member has notified the District of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 7a.D. so long as continuing disability is verified by the member's physician and/or physician of the District's choice.
6. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave, shall be restored to the unit member upon return to active employment, and the member

shall be placed on the proper step of the salary schedule for the current position according to experience and education.

F. Layoff or Recall Appeal

1. Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:
 - a) The Association shall have ten (10) calendar days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
 - b) The Association and the District shall then have ten (10) calendar days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month. The results of such appeal shall be final.

Article 7b – Layoff of Classified Staff

A. Definitions

Employees may be laid off as a result of lack of funds or administrative decision, provided that such discontinuance is not for arbitrary or discriminatory reasons.

1. A “layoff” is defined as a full or partial reduction in contracted hours, as defined in A(2).
2. A “partial reduction” is a decrease in hours that causes an employee to be placed in a lower days/year category than currently assigned.
3. Days/year categories (based on full fiscal year, annual hour equivalency in parentheses):
 - a) 200-230 days/year (1600 - 1840 hours/year)
 - b) 180-199.9 days/year (1440-1599.9 hours/year)
 - c) 150-179.9 days/year (1200 - 1438.9 hours/year)
 - d) 120-150 days/year (960 - 1199.9 hours/year)
 - e) 95-119.9 days/year (760 - 959.9 hours/year)

B. Layoff Procedure Instigation

1. When the District determines a reduction in force is necessary as described in Section 7b.A, the District shall :
 - a) Inform the Association of the proposed layoffs and the reasons for the reduction(s).
 - b) Within seven (7) calendar days from the time the Association is informed of the proposed layoff(s), the Association may notify the District in writing of its concerns with the proposed layoff(s).
 - c) The Association and the District shall review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs at least 20 calendar days prior to the actual effective date of the layoff. Prior to this meeting, the District shall provide the Association with all requested documents.
2. For partial reductions, the District will notify the Association as soon as the need for such a reduction is evident. The notice will be in writing and will include specific positions to be affected, the proposed time schedule and reasons for the proposed partial reduction.
3. In the event the Board, in its discretion, determines that a layoff is necessary, the Board shall implement layoffs consistent with this agreement and relevant statutes. The District shall determine the members to be retained by means of the following criteria:
 - a) A determination of whether the members to be retained hold the proper certification and

training (as applicable) to fill the remaining position(s).

b) A determination of the seniority of the members to be retained.

4. For employees not subject to ORS 342.934, the District may retain a member with less seniority in the event that the less senior member has certified occupational skills necessary for District operations not possessed by the more senior member.
 - a) If the District determines that a more senior employee will not be retained for a position based on occupational skills, the District will notify the employee, in writing, of the requirements for retention. The employee will have 20 days in which to notify the District of their willingness to complete the additional training or education to qualify for retention. The District will provide the additional training or additional educational opportunities, at District expense, sufficient to provide the employee the skills necessary to support District operations and be retained.

C. Layoff Rights

1. A classified unit member who is notified that the position held will be eliminated or reduced in hours shall have the right to displace the least senior member in the District within their position.

D. Seniority Computation

1. Seniority shall be computed for classified employees based upon the employees first day of service in a bargaining unit position in the District.
2. Seniority shall continue to accumulate when unit members are on approved leaves.
3. Seniority shall not be broken by employment by the District in a position outside the bargaining unit. However, such time shall not be counted in computing seniority.
4. If two or more employees are found to have equal seniority, the employee to be laid off shall be determined by lot.
5. All seniority is lost when a unit member resigns, retires, is dismissed or non-renewed.
6. Classified unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 18 months. Bargaining unit members shall not accrue seniority during the period of layoff.

E. Recall Procedures

1. When a unit member is laid off, the District shall institute a recall procedure which, when implemented, shall ensure that members will be recalled in the reverse order of layoff but only into positions for which they are qualified to hold at the time of the recall. The District shall exhaust the recall list, including employees who have had their contracted hours reduced through partial layoff, per this Section prior to filling positions or offering increased contracted hours in any classification. Employees shall be recalled to positions, for which they are qualified for, prior to the District filling positions with outside hires or transfers. However, part-time classified employees shall not have a right to be recalled to any position with more than 20% increase in hours ahead of any employee who held that position with the greater number of hours.
2. In the event of recall, the District shall notify a unit member of recall by registered letter at the last address given to the District by the unit member.
 - a) An employee shall have 10 calendar days from receipt of the letter to notify the District of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided in Article 7b. A unit member who is laid off shall remain on the recall list for the period defined in Section D-6 unless the unit member:
 - i. Waives recall rights in writing;
 - ii. Resigns or retires;

- iii. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
 - iv. Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice shall be allowed before being required to report for work.
 - 3. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere shall be considered resignation of the member.
 - 4. If a unit member has notified the District of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 7b.D. so long as continuing disability is verified by the member's physician and/or physician of the District's choice.
 - 5. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave, shall be restored to the unit member upon return to active employment, and the member shall be placed on the proper step of the salary schedule for the current position according to experience and education.
- E. Layoff or Recall Appeal
- 1. Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:
 - a) The Association shall have ten (10) calendar days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
 - b) The Association and the District shall then have ten (10) calendar days to select an arbitrator. Failing to do so, the Association and the District shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month. The results of such appeal shall be final.

Article 8 - Personnel Files

- A. Personnel files and personnel records maintained by building administrators are exempt from disclosure under ORS 192.355 and 342.850, and by agreement of the Association and the District.
- B. Personnel files for each employee shall be kept in a central location; such files are confidential.
 - 1. Employees will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein.
 - 2. The employee shall not have the right to view confidential letters of reference received by the District.
 - 3. An employee shall be entitled to have a representative accompany him or her during such review of the employee's personnel file.
 - 4. The employee shall have the right to attach a written statement to any written material placed in the employee's personnel file.
 - 5. The employee shall acknowledge the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature does not signify agreement with the content of the material.
- C. Administrator Working Files, including anecdotal notes pertaining to the supervision and evaluation of employees, may be maintained by the supervising administrator at the school site.
 - 1. These working files are exempt from disclosure pursuant to A and B above.

2. Employees shall have the right upon request, to review the contents of the administrator working file and to obtain a copy of any documents contained therein.
3. The employee shall have the right to attach a written statement to any written material placed in the working file maintained by the administrator.
4. When the building Administrator is no longer assigned to that building, the working file may remain in the building if the complete file is reviewed by the out-going Administrator or designee and the member.

Article 9 – Work Year

A. Licensed Employees (both TSPC and non-TSPC)

1. Licensed, Non-Administrator Employees: Within the confines of the adopted District calendar and shall be 190 days.
2. Licensed Employees who have extended year contracts shall be paid at their per diem rates. Per diem rates for licensed employees is the current yearly rate divided by 190.
3. When a licensed employee is required to attend an in-service and/or training program outside their normal work year, they shall be paid at their per-diem rate.
4. Some licensed positions may have a separate, agreed upon calendar.

B. Classified & Exempt Employees

1. Classified Employees: The work year for employees identified in Appendix A-2 shall be:
 - a) For classified academic-year positions (August to June), 190 days will be 1.0 FTE. For classified non-technology year-round positions, 220 days will be 1.0 FTE.
 - b) 1.0 FTE for Technology department employees shall be 230 days.
 - c) Any days beyond the days stated above will be paid in an agreed upon extended days contract.
 - d) If an assignment is reduced in the FTE either from hire or the previous year, then language from Article 7b will apply.
2. Per diem rates for classified employees shall be based on the individual's hourly rate.
3. When an employee is required to attend an in-service and/or training program outside their normal work year, they shall be paid at their per-diem rate.

C. On Call Work

1. Employees designated as being on-call shall be compensated \$25 for being on call after hours on a business day and \$50 per day for a full non-workday.
2. When an employee is working during the on-call shift, their time will be paid at their per diem hourly rate, or overtime as applicable.
3. On call work will be tracked with a supplementary time sheet.

Article 10 – Leaves & Holidays

A. Definitions

1. Family Member Definitions

- a) "Family member" means an employee's spouse, domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee's same-gender domestic

partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.

2. Prorating (or "prorated")

- a) For the purposes of this contract, "prorating" is defined as the partial awarding of a benefit, based on the annual schedule of an employee who works less than full time.
- b) Unless otherwise noted, section B below applies as written to full-time staff. Staff whose full-year calendar is over 1408 hours per year will be considered "full-time" for the purposes of this article. Part-time staff receive these benefits on a prorated basis, with 1520 annual hours as the divisor.
- c) Example: An employee who works 760 hours per year shall accrue $\frac{1}{2}$ of the personal leave hours per year of a full-time employee (760 hours/1520 hours x 32 hours of personal leave = 16 hours of personal leave).

3. Leave

- a) "Leave increments" are the length of time that is deducted if a staff member needs to miss work.
- b) For sick leave, emergency leave, and personal leave, leave for employees in classroom roles must be taken in at least four-hour increments. If no substitute is hired, leave may be used in half-hour increments.

B. Leaves

1. Sick Leave

- a) Sick Leave shall be granted according to applicable Oregon Laws (One - 1 day for each month worked) granted on July 1st of each year, or upon the first day of work for that employee that year. Prorating as described in 10.A.2 does not apply to sick leave. The duration of monthly earned sick leave is proportional to the employee's average workday in a standard week. For example, an employee who works two 8-hour days and one 4-hour day would earn 4 hours of sick leave per month.
- b) Staff members shall be able to transfer District sick leave as prescribed by and shall be allowed to use accumulated and unused sick leave in accordance with the provisions of ORS 332.507.
- c) All members may utilize accrued sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, or necessary medical or dental care or for any other reason, including absences to care for family members, covered by ORS 659A.159 (Oregon Family Leave act), 653.601 (Oregon Paid Sick Time), ORS 659A.093 (Oregon Military Family Leave act), or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).
- d) Employees requesting more than three consecutive sick days shall provide a note from a medical practitioner (see ORS 653.626 for definitions) if requested by the ESD.
- e) As per ORS 332.507 (3) "At the option of the local governing board, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate of the school employee's attending physician or practitioner that the illness or injury prevents the school employee from working."

2. As-Needed Sick Leave Bank

- a) Re-design and refunding of donated sick leave
 - i. The parties agree that the sick-leave bank will be redesigned to be an as-needed sick leave bank, as described in 10.2.b & c. Staff who had sick leave hours deducted from their balance in the 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024 fiscal years will have those hours added back to their accruals.
- b) As-Needed Process Description
 - i. The as-needed sick leave bank will be triggered if there is an instance when an employee has depleted all of their available accrued leave and Oregon Paid Leave benefits, requests additional paid sick leave, and the qualifying circumstances described in section 10.B.2.b apply. In this instance, Human resources will solicit donations of one day (8 hours) from all CGESD staff, with

the identity of the colleague in need kept confidential. Agency-wide donations will be capped at total of one week (40 hours) per incident and will be immediately deducted from the donors, in order of receipt of the confirmed donations in the personnel records system.

c) Qualifying Circumstances

Access to the as-needed sick leave bank shall be established for employees when:

- i. An extended absence due to an employee's illness or injury has depleted the employee's available leave;
- ii. The employee provides a statement from a medical practitioner that the employee shall be unable to work for at least 30 calendars days;
- iii. A sufficient amount of sick leave is donated to the as-needed sick leave bank;
- iv. The beneficiary employee is not eligible for disability or workers' compensation benefits; and
- v. The beneficiary employee has exhausted all other applicable paid leaves.

d) Amount of Additional Leave

- i. Each qualifying employee requesting access to the as-needed sick leave bank will have access to one full week of additional sick leave, or the total amount donated, if the total donated is less than one week. This benefit will be prorated for part-time staff to be equivalent to their current work week (such as 20 hours of sick leave for someone who works 20 hours per week).

3. Oregon Paid Family and Medical Leave Insurance ("Paid Leave Oregon")

- a) Paid Leave Oregon will be offered according to ORS 659A.150-659A.186.
- b) An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal wage. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal weekly wages.
- c) The employer portion (0.4% of gross wages) will be paid by CGESD; the employee portion (0.6%) will be paid by the employee, both as pre-tax deductions.
- d) Oregon Paid Family Leave, Oregon Family Leave (OFLA), and Federal Medical Leave (FMLA) shall be taken concurrently where applicable.

4. Military Leave

- a) Military leave shall be allowed as prescribed by ORS 408.240, 408.270 and 408.290.

4. Jury Leave

- a) An employee shall not suffer loss of compensation when called to serve on a jury or who have been subpoenaed to testify in a job-related case, nor shall time off be charged to vacation or sick leave.
- b) The employee's regular salary shall be paid by the District during the period absent for court or jury duty.
- c) The employee shall assign to the District any per diem salary received from the Court for performing jury duty.
- d) Upon being excused from jury services during any day, an employee shall immediately return to complete the assignment for the remainder of the regular workday.
- e) The District reserves the right to petition to have the employee exempted from jury duty service if their absence would cause a hardship on the District.
- f) Notwithstanding, this provision shall not apply in any case where the employee or the Association is a complainant in a case against the District.

5. Unpaid Leave

- a) A general unpaid leave of absence of up to one (1) year may be granted to any person covered under this Agreement upon written application to the Board.
- b) To be considered, application for a year's general leave must be made at least 60 days prior to the proposed start of the leave. Such leaves may include, but not limited to, parental leave, family care, travel, etc.
- c) The Board may choose to allow no more than one (1) employee per department to use this provision at any one time.
- d) Any educator taking such leave shall notify the District of their intent to return by March 1 for a leave lasting through the end of a school year, or within thirty (30) days of the scheduled end of the leave for leaves occurring within a school year. The District will notify educators on leave of this requirement by February 1 each year.

6. Return From Leave

- a) All benefits to which an employee was entitled at the time the leave of absence commenced, including (but not limited to) placement on the salary schedule and unused accumulated sick leave, shall be restored to the employee upon their return fully as if they had never taken said leave.
- b) The employee shall be assigned to the same job category held at the time said leave commenced.

7. Personal Leave

- a) A cumulative total of four (4) days per year of paid leave shall be allowed. For employees working at least 10 days in July, an additional day will be granted, for a total of five (5). Up to two (2) personal days may roll over to the next year for a maximum accumulation of six (6).
- b) Personal leave must be scheduled with the program director as soon as possible, and not later than 24 hours in advance of the leave. Requests for more than two (2) consecutive days of personal leave shall require explanation and are subject to the approval of the employee's supervisor.
- c) It is not the intent of this section to allow personal leave on the day before or the day after holidays or vacations or the first or last day of the employee's work calendar.
- d) Personal days for the year and rolled over days from the previous year apply on July 1st, or the first day the employee works in the new fiscal year, whichever is later.

8. Inclement Weather

- a) Itinerant/School-District Assigned Staff
 - i. To the greatest degree practicable, these employees shall follow the annual schedule, including closure and makeup days, of the school or district to which they are assigned. When employees are released from work early, there is a school delay or emergency closure due to inclement weather, they will not experience a loss in pay nor be expected to make up any time loss unless the District elects to utilize emergency closure days to make up lost instructional time.
 - ii. In the event of a full school closure day, employees are expected to observe the closure as determined by the District unless directed to report to work by an immediate supervisor. If the District reschedules any emergency closure days that the employee did not work, the employee shall work the rescheduled days without additional pay.
- b) All other ESD Staff
 - i. Staff, other than those described in 9.a.i, are expected to report to work on Inclement Weather days when CGESD offices are closed, unless directed otherwise by the Superintendent/designee.
 - ii. Central office employees who have a remote agreement are permitted to work at home during inclement weather.

- iii. Central office employees without a remote work agreement may be permitted to work at home on the inclement weather day at the discretion of their supervisor, on a case-by-case basis.
- iv. If there are bona fide reasons that prevent a non-itinerant/school-district employee from reporting to work on a designated workday (such as childcare issues or hazardous road conditions), the employee may utilize available emergency leave, personal days, or a day exchange. In such circumstances, the employee shall notify their supervisor of the absence in a timely fashion and designate their selection on their timecard and official calendar. The notice requirements for personal leave shall be waived.

9. Emergency Leave

- a) Up to two (2) days of emergency leave with pay may be granted to each full-time employee who is contracted for the total school year.
- b) Emergency leave will only be granted for natural disaster, personal tragedy, or an unanticipated, unpredictable one-time event that directly affects the member.
- c) Emergency leave may not be used for personal illness or injury or for those situations that could be scheduled outside the school day.
- d) Emergency leave shall not accumulate from year to year.
- e) Requests shall be made in writing to the superintendent/designee.
 - i. Verbal notification will be sufficient where the need for leave is unexpected.
 - ii. Employees may request leave beyond the allotted two (2) days by submitting such a request to the superintendent, who has the sole discretion to grant or deny the request.

10. Bereavement Leave

- a) The district shall grant a maximum of three (3) days at any one time in the event of the death of an employee's spouse, biological, adoptive, or foster parent or child, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, legal siblings, and any other members of the immediate household.
- b) Pursuant to ORS 659A.159, up to seven (7) days additional leave will be granted if a request is made of the Superintendent. This time shall be taken from the employee's sick leave, emergency leave or personal days (only the last seven (7) days) or at the employee's option be taken as unpaid leave.
- c) Three (3) days of bereavement leave will be provided for a family member not listed in (a) above.

C. Holidays

- 1. The following paid holidays shall be granted to all full year licensed and classified employees:
 - a) Labor Day; Veterans' Day; Thanksgiving; New Year's Day; Martin Luther King Jr. Day and Memorial Day
 - b) Employees working in June and/or July shall be awarded Independence Day and Juneteenth Day if they work at least 10 days in the month of June and July 4th if they work at least 10 days in the month of July.
 - c) The duration of an earned holiday is proportional to the employee's average workday in a standard week.

Article 11 – Dues and Payroll Deductions

A. Association Dues

- 1. Dues Deduction Authorization: The District shall deduct dues, fees and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by the member and provided to the union. The Association shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.

2. Processing OEA/NEA Dues Deductions: Dues deductions shall be made monthly in an amount equal to one-twelfth (1/12) of annual dues, commencing with the month of September and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
3. CGESDEA dues shall be deducted one time annually. CGESDEA dues shall be prorated for members who join or depart employment during the contract year.
4. Remittance of Dues Checks
 - a) Data to OEA: Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/CGESDEA dues, including voluntary Association contributions, deducted from each member's paycheck.
 - b) Payment to OEA: Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 - c) Payment to CGESDEA: Dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the CGESDEA Treasurer.
- B. Upon appropriate written deduction authorization or notification by OEA (as applicable), the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for the following approved deductions: OEA Foundation; OEA PAC; Insurance Program; Healthcare and Dependent Care Flexible Spending Accounts; TSAs. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members.
- C. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
- D. Indemnification
 1. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement.
 2. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim.
 3. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association shall provide the attorney to defend against the claim.
 4. In the event the District wishes to use its own attorney, the District shall pay the fees and costs of said attorney.
- E. Employee Information
 1. Employee List: Each year, at or near March 1st, August 1st and November 1st, the District shall provide to the OEA Membership Specialist and designated Association representative(s) a mutually agreeable editable digital format report of each employee in the bargaining unit (both active members and non-members).
 2. If the District has the information in the District's records, the report shall include the employee's name, their employee ID number, date of birth, first date of paid service, FTE, job classification or title, PERS

classification, worksite, position on the salary schedule, home address; personal and work telephone numbers; and work email addresses.

3. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within seven (7) business of their first date of paid service. The provision of the above information on the agreed upon dates shall be deemed to satisfy the requirement to provide information every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
- F. Dues Deduction Information: Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth and annual hours (or FTE) as part of the data forwarded per Section 11.A.4.a).
- G. Change in Employment Status: The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

Article 12 – No Strike/No Lockout

- A. During the term of this Agreement, neither the Association nor its members shall cause, authorize, support or participate in any work slow-down, work stoppage, or strike.
- B. The District agrees that during the term of this Agreement there will be no lockout of members in the bargaining unit.

Article 13 – Funding

Both the Association and the District shall mutually agree upon any negotiation re-opener on economic issues (salary, fringe benefits, tuition reimbursement, and extra duty pay).

Whereas the ESD is partially funded through grant programs it may be necessary to discontinue a program due to the discontinuation of funds. The District reserves to itself the right to determine when this necessity exists.

Article 14 – Interim Bargaining

- A. Interim Bargain shall proceed under the follow guidelines:
 1. The District must notify the exclusive bargaining representative of anticipated changes in mandatory topics of bargaining.
 2. Within fourteen (14) days after the employer’s notification is sent, the exclusive representative may file a demand to bargain. Failure to do so within fourteen (14) days constitutes a waiver, and the employer has no duty to bargain over the change.
 3. If the exclusive representative files a demand to bargain, bargaining must occur in good faith, but cannot continue without mutual agreement beyond the 90th day after the employer’s notice of a proposed change is sent.
 4. During the 90-day period of bargaining the parties may jointly agree to mediation, but mediation cannot continue beyond the 90th day after the District’s notification was sent to the exclusive bargaining representative.
 5. If no agreement is reached by the parties at the end of the 90-day period, the District is free to implement its final offer, and the Union is free to strike, providing ten (10) days’ notice is given to the District.
 6. All expedited bargaining shall be conducted under the guidelines according to ORS 243.698.

Article 15 – Employee Evaluations

- A. Teacher Standards and Practices Commission (TSPC) Licensed Staff
 - 1. Evaluation of members shall comply with most current ORS 342.850, and the process described in the CGESD Licensed Professional Growth, Supervision, and Evaluation Process Handbook (subsequently referred to as “TSPC Licensed Evaluation Handbook”) is included by reference in this Agreement.
 - 2. The evaluation process described in the TSPC Licensed Evaluation Handbook must include the core teaching standards required under ORS 342.856. These standards shall be customized based on the collaborative efforts of administrators and members of the Association in accordance with ORS 342.856(4). The most current CGESD Teacher Growth and Evaluation Handbook shall be made available electronically to all members.
 - 3. Should the Board decide to change the evaluation process as described in the TSPC Licensed Evaluation Handbook, it will do so in consultation with a committee comprised of an equal number of members appointed by the Association and the District and in accordance with ORS 342.850(2)(a). Any compensation due members of this committee shall be the responsibility of the respective appointing party as long as the meetings fall outside of the scheduled work day. If the meeting is scheduled by the District during the scheduled work day, substitutes will be paid by the District. The committee will meet no less than six times each school year to consider any proposed changes, amendments or alterations to the evaluation process described in the TSPC Licensed Evaluation. The Association and the District will alternate setting the agenda from meeting to meeting with the District setting the first agenda. The committee will make a final recommendation to the Board.
- B. Classified Staff and Non-TSPC Licensed Staff
 - 1. All employees will be evaluated annually in compliance with Board Policy and the Board Approved Evaluation Program and shall be based on the following:
 - a) Job Description: The employee will receive a copy of the written job description which forms the basis for the employee’s work responsibilities and evaluation.
 - b) Domains of Competency and Responsibility
 - c) Core Job Functions
 - d) Application of Knowledge, Skills and Abilities
 - e) Quality of Work
 - f) Professional Responsibilities
- C. Plan of Improvement
 - 1. Where an employee demonstrates deficiencies in performance, the CGESD administration may place the employee on a Plan of Improvement. The purpose of the Plan of Improvement is to correct deficiencies and provide a clear path for additional growth and improvement.
 - 2. The Plan of Improvement shall include:
 - a) Deficiencies: Written statement of the deficiencies, including evidence of substandard performance.
 - b) Action: sets forth specific expectations and corrective steps the employee must take to correct their performance.
 - c) Assistance: the plan shall delineate specific assistance to be provided by the CGESD.
 - d) The employee and/or the employee’s designee shall be given the opportunity to provide input on the type of assistance to be provided.
 - e) Timeline: Establishes a timeline for improvement which shall not be less than thirty (30) days nor more than ninety (90) days.
 - f) Assessment: Establishes the written criteria the employee must meet for success.
 - g) Consequences: States the consequences for failure to meet performance expectations.

Article 16 - Grievance Procedure

A. Definitions

1. A "grievant" or "aggrieved" shall mean an employee, a group of employees or the Association filing a grievance.
2. A "grievance" shall be defined as a dispute about the meaning or interpretation of a particular clause of this Agreement, or about an alleged violation of the Agreement. The grievance procedure is the exclusive remedy provided by this Agreement to resolve a grievance.
3. A "policy grievance" is an alleged violation of a written District Board policy or administrative regulations. Such a grievance may be processed only through Step 4 – District Board. The decision of the Board will be final and shall not be subject to appeal to arbitration review or adjustment by any third party.
4. A "party in interest" is the person, persons or representatives making the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. "Days" shall mean employee business days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of this procedure. The "days" mentioned in each step of this procedure can be extended by mutual agreement of the parties involved.

B. Non-Reprisal

1. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

C. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via regular administrative channels and to have problems adjusted. Any such adjustments shall be subject to the terms of this Agreement as applicable.
2. Employees shall have the right to Association representation at all stages of the grievance procedure.

D. Grievance Procedures

1. All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest, and/or designated representatives as referred to in this article.
2. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure the confidentiality of the employee(s).
3. Grievances must be processed within the timelines outlined in section E ("Grievance Steps"). The grievance shall be reduced to writing and signed by the aggrieved and shall have the following information:
 - a) A statement of the grievance and the facts upon which it is based;
 - b) The remedial action requested; and
 - c) The section(s) of this Contract to which the grievance relates.
4. Grievance steps may be skipped by mutual agreement. Grievance timelines may be extended by mutual agreement.

E. Grievance Steps

1. Step 1: Before the grievance process may be started, the aggrieved shall first discuss the grievance with their immediate supervisor, within twenty (20) working days from the occurrence, or the aggrieved reasonable first knowledge thereof, with the objective of resolving the matter informally. The supervisor shall make a verbal response to the employee within five (5) days. If the matter is not resolved informally,

the aggrieved shall forward a copy of the written formal grievance to the supervisor within ten (10) days. The supervisor shall render a decision within ten (10) days after meeting with the aggrieved and with any Association representative that the aggrieved wishes in attendance. If the grievance is not resolved, it shall, within ten (10) days proceed to Step 2.

2. Step 2: The grievance, along with all pertinent information, shall be submitted in writing to the Human Resources Director or designee within ten (10) days of receipt of the Step 1 decision. The HR Director shall meet with the aggrieved and all other necessary parties of interest at a time mutually agreed upon. Within ten (10) days of such meeting, the HR Director shall render a written decision. If the grievance is not resolved at this step, the aggrieved shall have ten (10) days to appeal to the Superintendent at Step 3.
3. Step 3: The grievance, along with all pertinent information, shall be submitted in writing to the Superintendent within ten (10) days of receipt of the Step 1 decision. The Superintendent shall meet with the aggrieved and all other necessary parties of interest at a time mutually agreed upon. Within ten (10) days of such meeting, the Superintendent shall render a written decision. If the grievance is not resolved at this step, the aggrieved shall have ten (10) days to appeal to the Board at Step 4.
4. Step 4: The grievance, along with all pertinent information, shall be submitted in writing to the Board within ten (10) days of receipt of the Step 3 decision. The Board shall conduct a hearing, unless waived by both parties, at the next regularly scheduled board meeting after the receipt of the appeal unless the appeal is received less than seven (7) days in advance of the meeting. If the appeal is received less than seven (7) days in advance of the next meeting, the hearing shall be held at the subsequent board meeting. The Board shall schedule a meeting with the aggrieved and all necessary parties of interest in an Executive Session during a regularly scheduled Board meeting in an attempt to resolve the issue(s). Within seven (7) days of the meeting, the Board shall render a written decision. Failing to reach a mutually agreed upon settlement, or for a continuance of meetings, the aggrieved shall have fifteen (15) days to take the grievance to arbitration, at Step 5.
5. Step 5: If the grievance is not resolved at Step 4, the Association may appeal the grievance to Arbitration. The Association and the Board shall ask the Employment Relations Board to submit a panel of 5 arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. The parties shall draw lots to determine which party will strike the first name.

F. Cost of Arbitration

1. The Association and the Districts shall split all costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Each grievance shall be submitted to a separately convened arbitration hearing unless the parties mutually agree to submit more than one grievance at the same hearing. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. All costs, including but not limited to producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

Article 17 – Complaint Procedure

- A. It is understood that rights of all individuals should be protected by the District. The procedure for addressing complaints against members of the bargaining unit shall be as follows:
 1. Any complaint will be channeled to the department administrator, who, in turn, will notify the employee. The purpose is to settle the issue between the complainant and the employee at the lowest possible level that is appropriate to the allegations contained in the complaint. If the complaint is deemed serious enough to be reduced to writing, the following procedures will apply.
 2. If settlement of an issue is not achieved following procedures outlined in Section A.1, and the complainant

wishes to pursue the matter further, the complaint will be reduced to writing and signed by the complainant or administrator.

Prior to investigating the complaint and within five (5) working days of receiving such complaint, the department administrator or District designee will notify the employee, identify the complainant, and make the written complaint available to the employee. The District designee will complete an investigation of the complaint. The department administrator or District designee will meet with the employee to discuss the results of the investigation.

- B. An employee shall have the right to Association representation, beginning at any meeting involving a complaint.
- C. Any complaint which the administration or supervisor chooses not to discuss with the employee shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- D. This article shall not apply to complaints that are the subject of an ongoing investigation by law enforcement or an outside agency.
- E. Timelines may be extended by mutual agreement between the complainant, Association, and District.

Article 18 – Tuition Reimbursement

A. Definitions

- 1. Reimbursement for college classes, workshop college credits, or continuing education courses will be limited to the tuition cost of nine (9) college quarter hours per each contracted year of employment per bargaining unit member. Total bargaining unit reimbursement for each fiscal year of this contract will be limited to a maximum \$8500. Within these limitations, each regular, full-time, or part-time bargaining unit member shall be reimbursed in full for up to the prevailing quarter hour graduate education credit tuition rate of the Portland State University Oregon Resident. Should there be unused funds at the end of the year, bargaining unit members may submit additional credits which will be reimbursed on an equitable basis.

B. Process – The following steps must be followed for Tuition Reimbursement

- 1. Complete the pre-approval form in the CGESD records system listing the workshop/course information, purpose of the workshop/course, and tuition amount that will be incurred by the employee. If tuition costs are covered by another source, including but not limited to scholarships or financial aid, those costs are not eligible for reimbursement.
- 2. After receiving approval in advance by the department director and Superintendent, or designee, complete the course.
- 3. After earning a passing grade or proof of course completion, submit transcript or proof of course completion AND invoice/receipt proving proof of payment of the course to the CGESD records system. This submission must occur within 60 days of the end of the term of the applicable course.
- 4. All reimbursements for coursework will occur within 45 days of submission of the employee completing step 3 above. The district will reimburse bargaining unit members for interest accrued by the employee in order to carry the balance of the tuition during the term (up to 5% of the tuition). If such a fee reimbursement is requested, proof of the interest accrued must be indicated on the submitted receipt.

C. This Article is further limited as follows:

1. Tuition reimbursed shall not exceed that of the regular tuition fees, incurred by the employee, for the school attended.
2. Classes shall be those leading to a license, degree, endorsements, or be directly related to the employee's professional goals in alignment with the work at CGESD, as approved by the department director and Superintendent or designee;
3. Reimbursements will only be issued if the employee is still employed at the time that they submit their reimbursement request, with all necessary documentation.
4. To qualify for reimbursement, courses must be completed by June 30th annually. Courses that end after June 30th may be considered for reimbursement in the following year.
5. In the event of an additional funding stream for tuition reimbursement for a specific program, the annual cap can be raised by the amount of the additional funding.
6. The parties agree that Article 18, section B(3) may be reopened if the timeline laid out in section B(3) above proves problematic. Such a reopener may not occur before 6 months from the execution of this agreement, nor past 12 months since the agreement execution.

Article 19 – Transfers and Assignments

A. Job Postings

1. Members of the bargaining unit will be notified of job postings via email.
2. Current members interested in a posted position shall send, at a minimum, an online intra-district application and a letter of interest for the position. The District will interview those members that apply.

B. Voluntary Reassignment or Transfer

1. An employee of the bargaining unit who wishes to transfer to another position will be considered if the employee satisfies the qualifications stated in the position opening. If qualifications of applicants are equal, preference will be given to the applicant with the most seniority. Requests shall be made by applying through the internal application process.

C. Involuntary Position Reassignment

1. When an employee is involuntarily reassigned, the employee will have the opportunity to discuss the options regarding the new assignment with the appropriate administrator, at which time the employee will be notified of the reason for the reassignment.
2. A classified member who is involuntarily moved to a full-time position within a different classification that is at a lower rate of pay than their current position, shall retain their current position's rate of pay for the duration of that year. For any subsequent year, language from Article 7 shall apply.

D. Involuntary Location Transfer

1. A member involuntarily transferred to a different work site may visit the new work site prior to the effective date of the transfer when possible.
2. Members have the right to paid time to move locations; when the move must take place outside of the member's work schedule, then the member will be compensated for the additional time.

E. Notice

1. Notice of an involuntary reassignment or transfer will be in writing, state the reason for the transfer and be given to the employee as soon as possible but no later than 2 weeks prior to the transfer.

Article 20 – Working Conditions

A. Health and Safety

1. The ESD will provide a safe and healthy working environment for all employees by complying with the state and federal laws and regulations. If an employee recognizes an unsafe working condition, they shall promptly report it to their supervisor or the site's safety committee representative. The District will not retaliate against any employee who reports health, safety, or environmental incidents within an ESD site.
2. Should the educator submit concerns in writing, the administrator or supervisor shall respond in writing to the employee's concern within 10 workdays. If the supervisor and the educator agree that there is an imminent and substantial threat of bodily injury to students or an educator, the supervisor will establish a plan with input from the educator for safe provision of services by the next school day.

B. Unsafe Student Behaviors

1. If, in the judgment of an employee, a student poses a threat or is violent to themselves and/or others, the employee will report their concerns to their immediate supervisor or the appropriate staff.
2. If an employee reasonably believes there is an immediate threat to the health or safety of students or staff, the employee should take reasonable steps to de-escalate the threat. If time allows the employee will consult with program administration before taking action, if not, administration will be notified as soon as possible after the incident.
3. Incidents that present a risk to student or staff health and safety shall be documented by the witness on the child's data record and debriefed with the classroom staff and supervisor upon conclusion of the necessary steps to ensure safety of students and staff. Incident reports shall be submitted per program or site.
4. Appropriate protocols to deal with highly elevated or hazardous behavior will be established for ESD sites providing direct services to students. Members and administrators shall observe and follow these protocols, including student behavior plans, in handling unsafe student behaviors.

C. Unsafe Adult Behaviors

1. Disruptive behavior by adults will not be tolerated. Each site or program must have a written plan outlining procedures to follow for these types of disturbances. Upon request, a copy of the plan for each building will be provided to the Association President.

D. Student Behavioral Records & Plans

1. Educators shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to the students or staff when the District is aware of such information. Educators shall be provided specific information about the known behavior pattern(s) of the student(s) and provided training and suggested strategies for managing those behaviors at the request of the educator.
2. The District will work with staff and families to create safety plans for children who pose a threat to themselves, others, and staff. Each program shall utilize the designated District system to disseminate information to employees assigned to work with or supervise students who have a behavior plan as part of an IFSP as soon as the District is made aware of such situations.

E. Classroom/Assignment Coverage

1. If a classified or certified employee is required by an administrator to cover another assignment during their prep time or during regular assigned responsibilities, the classified or certified employee shall be compensated at their hourly rate by submitting a supplementary (extra duty) time sheet.

F. Work out of Classification

1. During the course of a traditional school year, an employee temporarily assigned by the District to a position in a higher salary classification shall be considered working out of classification. An employee required to work out of classification will be entitled to the salary amount for the position based on the step placement in their current classification. Temporary assignments to lower salary classifications shall not result in a loss of compensation.

G. Caseload

1. Employees may seek resolution/assistance (including a request for more equitable balancing of workloads) through discussions with their director. If no resolution is reached through such discussions, the member can appeal for resolution through the Labor Relations Committee.

Article 21 – Non-Discrimination

- A. The ESD and Association agrees that there shall be no discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational offerings and materials; and administration of this Agreement on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age of any other persons with whom the individual associates.
 1. Race also includes physical characteristics that are historically associated with race, including, but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.
 2. "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identification, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.
 3. The ESD and Association prohibit retaliation and discrimination against an individual who has opposed any discrimination act or practice.

Article 22 – Labor Relations Committee

- A. The make-up of the Labor Relation Board shall include:
 1. Administration
 - a) Superintendent
 - b) Director of Human Resources or Designee
 - c) Other (TBA)
 2. Association
 - d) Licensed
 - e) Classified
 - f) Other (TBA)
- B. Purpose & Guidelines
 1. Scheduled meetings will be for the purpose of discussing ongoing labor-management issues necessary to continue the collaborative efforts by both parties.

2. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or interpret, modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.
3. Meetings will occur monthly or at least quarterly.
4. Meetings may be canceled by either party if no issues are identified as in need of discussion.

Article 23 - Miscellaneous

- A. This Agreement shall supersede any policies, rules, regulations, procedures or practices of the District which are contrary to or inconsistent with its terms.
- B. This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.
- C. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any governmental rule, regulation, statute, court order or decree. If any provisions of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held to be contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Upon written request by either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such a provision.
- D. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Article 24 – Execution of Agreement

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President, and the Board has caused this Agreement to be signed by the Chair and Vice Chair, attested by its Clerk.

Columbia Gorge Education Service District


Paul Zastrow – Board Chair

March 5, 2024
Date


Doug Nelson – Board Vice-Chair

March 5, 2024
Date

Attested By:


Patricia Sublette – Superintendent
Clerk of the District

3-5-2024
Date

Columbia Gorge ESD Association


Nancy Ruiz – Interim Association President

2/28/2024
Date


Veronica Quintero – Association Secretary/
Treasurer

2/29/2024
Date

Appendix A-1 2023-2024

| Step | BA+75/ BA+90/ BA+105/ | | | | | |
|------|-----------------------|----------|----------|----------|----------|----------|
| | BA | BA+45 | MA | MA+15 | MA+30 | MA+45 |
| 1 | \$50,423 | \$52,923 | \$55,423 | \$57,923 | \$60,423 | \$62,923 |
| 2 | \$52,173 | \$54,673 | \$57,173 | \$59,673 | \$62,173 | \$64,673 |
| 3 | \$53,923 | \$56,423 | \$58,923 | \$61,423 | \$63,923 | \$66,423 |
| 4 | \$55,673 | \$58,173 | \$60,673 | \$63,173 | \$65,673 | \$68,173 |
| 5 | \$57,423 | \$59,923 | \$62,423 | \$64,923 | \$67,423 | \$69,923 |
| 6 | \$59,173 | \$61,673 | \$64,173 | \$66,673 | \$69,173 | \$71,673 |
| 7 | \$60,923 | \$63,423 | \$65,923 | \$68,423 | \$70,923 | \$73,423 |
| 8 | \$62,673 | \$65,173 | \$67,673 | \$70,173 | \$72,673 | \$75,173 |
| 9 | \$64,423 | \$66,923 | \$69,423 | \$71,923 | \$74,423 | \$76,923 |
| 10 | \$66,173 | \$68,673 | \$71,173 | \$73,673 | \$76,173 | \$78,673 |
| 11 | \$67,923 | \$70,423 | \$72,923 | \$75,423 | \$77,923 | \$80,423 |
| 12 | \$69,673 | \$72,173 | \$74,673 | \$77,173 | \$79,673 | \$82,173 |
| 13 | \$71,423 | \$73,923 | \$76,423 | \$78,923 | \$81,423 | \$83,923 |
| 14 | \$73,173 | \$75,673 | \$78,173 | \$80,673 | \$83,173 | \$85,673 |
| 15 | \$74,923 | \$77,423 | \$79,923 | \$82,423 | \$84,923 | \$87,423 |

*Appendix A-1 2024-2025

| Step | BA+75/ BA+90/ BA+105/ | | | | | |
|------|-----------------------|----------|----------|----------|----------|----------|
| | BA | BA+45 | MA | MA+15 | MA+30 | MA+45 |
| 1 | \$52,607 | \$55,215 | \$57,823 | \$60,431 | \$63,040 | \$65,648 |
| 2 | \$54,432 | \$57,041 | \$59,649 | \$62,257 | \$64,866 | \$67,474 |
| 3 | \$56,258 | \$58,867 | \$61,475 | \$64,083 | \$66,691 | \$69,300 |
| 4 | \$58,084 | \$60,692 | \$63,301 | \$65,909 | \$68,517 | \$71,125 |
| 5 | \$59,910 | \$62,518 | \$65,126 | \$67,735 | \$70,343 | \$72,951 |
| 6 | \$61,736 | \$64,344 | \$66,952 | \$69,560 | \$72,169 | \$74,777 |
| 7 | \$63,561 | \$66,170 | \$68,778 | \$71,386 | \$73,994 | \$76,603 |
| 8 | \$65,387 | \$67,995 | \$70,604 | \$73,212 | \$75,820 | \$78,429 |
| 9 | \$67,213 | \$69,821 | \$72,430 | \$75,038 | \$77,646 | \$80,254 |
| 10 | \$69,039 | \$71,647 | \$74,255 | \$76,864 | \$79,472 | \$82,080 |
| 11 | \$70,865 | \$73,473 | \$76,081 | \$78,689 | \$81,298 | \$83,906 |
| 12 | \$72,690 | \$75,299 | \$77,907 | \$80,515 | \$83,123 | \$85,732 |
| 13 | \$74,516 | \$77,124 | \$79,733 | \$82,341 | \$84,949 | \$87,557 |
| 14 | \$76,342 | \$78,950 | \$81,558 | \$84,167 | \$86,775 | \$89,383 |
| 15 | \$78,168 | \$80,776 | \$83,384 | \$85,993 | \$88,601 | \$91,209 |

*Appendix A-1 2025-2026

| Step | BA+75/ BA+90/ BA+105/ | | | | | |
|------|-----------------------|----------|----------|----------|----------|----------|
| | BA | BA+45 | MA | MA+15 | MA+30 | MA+45 |
| 1 | \$54,711 | \$57,424 | \$60,136 | \$62,848 | \$65,562 | \$68,274 |
| 2 | \$56,609 | \$59,323 | \$62,035 | \$64,747 | \$67,461 | \$70,173 |
| 3 | \$58,508 | \$61,222 | \$63,934 | \$66,646 | \$69,359 | \$72,072 |
| 4 | \$60,407 | \$63,120 | \$65,833 | \$68,545 | \$71,258 | \$73,970 |
| 5 | \$62,306 | \$65,019 | \$67,731 | \$70,444 | \$73,157 | \$75,869 |
| 6 | \$64,205 | \$66,918 | \$69,630 | \$72,342 | \$75,056 | \$77,768 |
| 7 | \$66,103 | \$68,817 | \$71,529 | \$74,241 | \$76,954 | \$79,667 |
| 8 | \$68,002 | \$70,715 | \$73,428 | \$76,140 | \$78,853 | \$81,566 |
| 9 | \$69,902 | \$72,614 | \$75,327 | \$78,040 | \$80,752 | \$83,464 |
| 10 | \$71,801 | \$74,513 | \$77,225 | \$79,939 | \$82,651 | \$85,363 |
| 11 | \$73,700 | \$76,412 | \$79,124 | \$81,837 | \$84,550 | \$87,262 |
| 12 | \$75,598 | \$78,311 | \$81,023 | \$83,736 | \$86,448 | \$89,161 |
| 13 | \$77,497 | \$80,209 | \$82,922 | \$85,635 | \$88,347 | \$91,059 |
| 14 | \$79,396 | \$82,108 | \$84,820 | \$87,534 | \$90,246 | \$92,958 |
| 15 | \$81,295 | \$84,007 | \$86,719 | \$89,433 | \$92,145 | \$94,857 |

| 2023-2024 A-2 Classified & Exempt | | | | | | | | |
|--|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 (max) |
| A | \$22.04 | \$22.92 | \$23.84 | \$24.79 | \$25.78 | \$26.81 | \$27.88 | \$29.00 |
| B | \$18.83 | \$19.58 | \$20.36 | \$21.18 | \$22.02 | \$22.90 | \$23.82 | \$24.77 |
| C | \$17.78 | \$18.50 | \$19.24 | \$20.00 | \$20.80 | \$21.64 | \$22.50 | \$23.40 |
| D | \$18.20 | \$18.93 | \$19.69 | \$20.47 | \$21.29 | \$22.14 | \$23.03 | \$23.95 |
| H | \$23.48 | \$24.42 | \$25.40 | \$26.42 | \$27.47 | \$28.57 | \$29.71 | \$30.90 |
| J | \$20.42 | \$21.24 | \$22.09 | \$22.97 | \$23.89 | \$24.85 | \$25.84 | \$26.88 |
| K | \$29.04 | \$30.20 | \$31.41 | \$32.66 | \$33.97 | \$35.33 | \$36.74 | \$38.21 |
| M | \$39.24 | \$40.81 | \$42.44 | \$44.14 | \$45.90 | \$47.74 | \$49.65 | \$51.64 |
| Exempt (annual) | \$90,345 | \$93,959 | \$97,716 | \$101,626 | \$105,690 | \$109,918 | \$114,315 | \$118,888 |
| | | | | | | | | |
| Class | Positions | | | | | | | |
| A | Administrative Assistant; Account Specialist I; Preschool Specialist; Interpreter/Translator; School Health | | | | | | | |
| B | Graduation Specialist; Home School Liason; Migrant Education Family Engagement Specialist; Early Intervention | | | | | | | |
| C | Instructional Assistant | | | | | | | |
| D | Maintenance | | | | | | | |
| H | Technology Specialist I; Speech-Language Pathologist Assistant | | | | | | | |
| J | Teaching Associate | | | | | | | |
| K | Technology Specialist II | | | | | | | |
| M | Early Learning Hub Coordinator; STEM Hub Coordinator; Migrant Education Coordinator; Technology | | | | | | | |
| Exempt (annual) | Systems Administrator; Network Engineer & Analyst | | | | | | | |

| 2024-2025 A-2 Classified & Exempt | | | | | | | | |
|--|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 (max) |
| A | \$22.99 | \$23.91 | \$24.87 | \$25.86 | \$26.90 | \$27.97 | \$29.09 | \$30.26 |
| B | \$19.64 | \$20.43 | \$21.24 | \$22.09 | \$22.98 | \$23.90 | \$24.85 | \$25.85 |
| C | \$18.55 | \$19.30 | \$20.07 | \$20.87 | \$21.71 | \$22.57 | \$23.48 | \$24.42 |
| D | \$18.99 | \$19.75 | \$20.54 | \$21.36 | \$22.21 | \$23.10 | \$24.03 | \$24.99 |
| H | \$24.50 | \$25.48 | \$26.50 | \$27.56 | \$28.66 | \$29.81 | \$31.00 | \$32.24 |
| J | \$21.31 | \$22.16 | \$23.05 | \$23.97 | \$24.93 | \$25.92 | \$26.96 | \$28.04 |
| K | \$30.29 | \$31.51 | \$32.77 | \$34.08 | \$35.44 | \$36.86 | \$38.33 | \$39.87 |
| M | \$40.94 | \$42.58 | \$44.28 | \$46.05 | \$47.89 | \$49.81 | \$51.80 | \$53.87 |
| Exempt (annual) | \$94,258 | \$98,028 | \$101,948 | \$106,027 | \$110,267 | \$114,678 | \$119,266 | \$124,037 |
| Class | Positions | | | | | | | |
| A | Administrative Assistant; Account Specialist I; Preschool Specialist; Interpreter/Translator; School Health | | | | | | | |
| B | Graduation Specialist; Home School Liason; Migrant Education Family Engagement Specialist; Early Intervention | | | | | | | |
| C | Instructional Assistant | | | | | | | |
| D | Maintenance | | | | | | | |
| H | Technology Specialist I; Speech-Language Pathologist Assistant | | | | | | | |
| J | Teaching Associate | | | | | | | |
| K | Technology Specialist II | | | | | | | |
| M | Early Learning Hub Coordinator; STEM Hub Coordinator; Migrant Education Coordinator; Technology | | | | | | | |
| Exempt (annual) | Systems Administrator; Network Engineer & Analyst | | | | | | | |

| 2025-2026 A-2 Classified & Exempt | | | | | | | | |
|--|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Class | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 (max) |
| A | \$23.91 | \$24.87 | \$25.86 | \$26.90 | \$27.97 | \$29.09 | \$30.26 | \$31.47 |
| B | \$20.43 | \$21.24 | \$22.09 | \$22.98 | \$23.90 | \$24.85 | \$25.85 | \$26.88 |
| C | \$19.30 | \$20.07 | \$20.87 | \$21.71 | \$22.57 | \$23.48 | \$24.42 | \$25.39 |
| D | \$19.75 | \$20.54 | \$21.36 | \$22.21 | \$23.10 | \$24.03 | \$24.99 | \$25.99 |
| H | \$25.48 | \$26.50 | \$27.56 | \$28.66 | \$29.81 | \$31.00 | \$32.24 | \$33.53 |
| J | \$22.16 | \$23.05 | \$23.97 | \$24.93 | \$25.92 | \$26.96 | \$28.04 | \$29.16 |
| K | \$31.51 | \$32.77 | \$34.08 | \$35.44 | \$36.86 | \$38.33 | \$39.87 | \$41.46 |
| M | \$42.58 | \$44.28 | \$46.05 | \$47.89 | \$49.81 | \$51.80 | \$53.87 | \$56.03 |
| Exempt (annual) | \$98,028 | \$101,949 | \$106,026 | \$110,268 | \$114,678 | \$119,265 | \$124,037 | \$128,998 |
| | | | | | | | | |
| Class | Positions | | | | | | | |
| A | Assistant | | | | | | | |
| B | Family Engagement Specialist; Lead Recruiter; Native American Home School Liaison | | | | | | | |
| C | Instructional Assistant | | | | | | | |
| D | Maintenance | | | | | | | |
| H | Technology Specialist I; Speech-Language Pathologist Assistant | | | | | | | |
| J | Teaching Associate | | | | | | | |
| K | Technology Specialist II | | | | | | | |
| M | Coordinator; School Safety & Prevention Specialist; Data & E-Rate Specialist | | | | | | | |
| Exempt (annual) | Systems Administrator; Network Engineer & Analyst | | | | | | | |

Memorandum of Understanding

The parties have agreed to eliminate the employer provided long term disability insurance benefit effective October 1, 2024. The parties have also agreed that beginning October 1, 2024, all employees shall pay for long term disability coverage through payroll deduction. As a result of the premium savings by the District, each employee will receive .00318 of their gross monthly salary added to their check each month until June 30, 2024. Starting in July 2024 this amount shall be added into the 2024-2025 salary schedules in Appendices A-1 and A-2.

Paul Zastrow
For the District

2-21-2024
Date

Nancy Keir
For the Association
2/22/2024
Date