

July 1, 2023 – June 30, 2026

AGREEMENT

Between the

NORTHWEST EDUCATION

ASSOCIATION

and

NORTHWEST REGIONAL

EDUCATION SERVICE DISTRICT



TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: RECOGNITION	2
ARTICLE 2: STATUS OF AGREEMENT	2
ARTICLE 3: MANAGEMENT RIGHTS.....	3
ARTICLE 4: GRIEVANCE PROCEDURE.....	3
A. DEFINITIONS.....	3
1. Grievance	3
2. Grievant.....	4
3. Party of Interest	4
4. Days.....	4
B. PURPOSE	4
C. PROCEDURE.....	4
1. Time Limits	4
2. Year End Grievances.....	5
3. Level One – Immediate Supervisor	5
4. Level Two – Superintendent of the ESD.....	5
5. Level Three – The Board of Directors.....	5
6. Level Four – Arbitration	5
D. RIGHTS OF MEMBERS TO REPRESENTATION	6
1. Member.....	6
2. Reprisals	6
E. MISCELLANEOUS	6
1. Records of Grievances.....	6
2. Meetings and Hearings	6
3. Time Extensions and Waivers	7
ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES	7
A. INFORMATION.....	7
B. USE OF SCHOOL EQUIPMENT.....	7
C. USE OF ESD FACILITIES	8

D.	BULLETIN BOARDS.....	8
E.	SCHOOL BOARD MEETINGS.....	8
F.	RELEASED TIME	8
G.	MAIL FACILITIES AND MAILBOXES.....	8
H.	BOARD MEETING PACKET	8
I.	ASSOCIATION BUSINESS.....	9
J.	ACCESS TO MEMBERS	9
1.	New Employee Orientation:.....	9
2.	Visits with Bargaining Unit Members:.....	9
3.	Building Meetings:	10
	ARTICLE 6: WORKING CONDITIONS	10
A.	LABOR MANAGEMENT COMMITTEE.....	10
B.	PLANNING AND PREPARATION TIME.....	10
C.	WORK YEAR	12
D.	WORKDAY.....	13
E.	SUBCONTRACTED EMPLOYEES.....	14
F.	OUTDOOR SCIENCE SCHOOL.....	14
	ARTICLE 7: PERSONNEL FILES	15
	ARTICLE 8: PAID LEAVES.....	15
A.	SICK LEAVE.....	15
1.	Accrual.....	15
2.	Carry Forward.....	15
3.	Use.....	16
B.	BEREAVEMENT	16
C.	COMPASSION LEAVE	17
D.	INJURY ON DUTY	17
E.	LEGAL.....	18
F.	PERSONAL/EMERGENCY	18
G.	MILITARY	19
	ARTICLE 9: UNPAID LEAVES OF ABSENCE.....	19
A.	GENERAL.....	19
B.	PROVISIONS FOR UNPAID LEAVE	20

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	20
A. TUITION REIMBURSEMENT FUND.....	20
B. REQUIRED COURSE WORK/PROFESSIONAL DEVELOPMENT	21
C. PROFESSIONAL CONFERENCES, WORKSHOPS, PROGRAMS	22
D. PROFESSIONAL ASSOCIATIONS	22
E. MEDICALLY FRAGILE STUDENTS.....	22
ARTICLE 11: TRAVEL REIMBURSEMENT	23
ARTICLE 12: INSURANCE BENEFITS	23
A. TYPES OF COVERAGE.....	23
1. Medical/Dental/Vision	23
2. Long-term Disability Insurance	24
3. Life Insurance	24
ARTICLE 13: SALARY SCHEDULE	25
B. Placement on the Salary Schedule.....	25
C. Multiple Language Stipend	26
ARTICLE 14: PAYROLL DEDUCTIONS.....	27
E. ASSOCIATION DUES.....	27
ARTICLE 15: LAYOFF AND RECALL	27
ARTICLE 16: RIGHTS OF MEMBERS	29
A. PERSONAL LIFE	29
B. CRITICISM OF STAFF	29
C. NON-DISCRIMINATION.....	29
D. DISCIPLINE	30
E. DUE PROCESS	30
F. REQUIRED MEETINGS OR HEARINGS	30
G. MEMBERS NOT COVERED BY FAIR DISMISSAL LAW	30
ARTICLE 17: COMPLAINT PROCEDURES.....	30
ARTICLE 18: PROVISIONS RELATING TO STUDENTS.....	31
STUDENT DISCIPLINE.....	31
ARTICLE 19: MEMBER EVALUATION	31
A. PURPOSE	31

B.	COMMITTEE TO REVIEW EVALUATION PROCEDURES	32
C.	PROCEDURE.....	32
	ARTICLE 20: VACANCIES, ASSIGNMENTS AND TRANSFERS.....	32
A.	DEFINITIONS.....	32
B.	VACANCY	33
C.	ASSIGNMENT.....	33
D.	MEMBER-INITIATED TRANSFERS.....	33
E.	ESD-INITIATED TRANSFERS.....	34
F.	TEMPORARY EMPLOYEE HIRE	35
	ARTICLE 21: MISCELLANEOUS PROVISIONS	35
A.	SEPARABILITY	35
B.	COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT.....	36
C.	PRINTING AGREEMENT	36
D.	NO-STRIKE/NO LOCKOUT CLAUSE.....	36
	ARTICLE 22: DURATION OF THE AGREEMENT.....	36

PREAMBLE

While not grievable under Article 4 of this Agreement, this preamble establishes that the ESD and the Association are committed to equity, anti-racism, and anti-bias.

The parties to this Agreement, the Northwest Education Association, hereinafter referred to as “the Association” and the Board of Directors of the Northwest Regional Education Service District, hereinafter referred to as “the ESD,” commit to placing the student in the center of our work. We commit to using our resources responsibly and equitably to: reduce the disparity of outcomes for students of color, students with disabilities, and other underserved students and their families; provide safe learning environments, and support meaningful, equitable, and highly effective instruction so that all students, regardless of their race, class, ethnicity, gender, gender identity or expression, sexual orientation, and/or zip code, thrive academically, socially, and emotionally.

We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to build a collaborative partnership based on mutual respect and trust by addressing points such as:

- Providing each student with access to a well-rounded, comprehensive public education
- Reducing academic disparities for historically disenfranchised groups
- Addressing the health and safety needs of students, families, and staff by increasing and enhancing support for behavior, social-emotional learning, and mental health that are evidence-based, culturally and linguistically relevant, and culturally sustaining
- Hiring and retaining a highly qualified and diverse staff that reflects our student population
- Fundamentally realigning resources to achieve our vision.

These commitments and beliefs, supported by action, will bring about the culture of success that the Association and the ESD envision.

The parties therefore agree as follows:

ARTICLE 1: RECOGNITION

The ESD recognizes the Northwest Education Association as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all regular full-time and regular part-time licensed or professional employees of the ESD, excluding supervisors (as that term is defined in the Public Employee Collective Bargaining Act (PECBA)), managers and confidential employees. It is understood that substitutes, temporary employees whose expected term of service is less than 90 contract days, and employees in other bargaining units are also excluded from the bargaining unit. During the term of this Agreement, the ESD will not negotiate with or recognize any organization other than the Northwest Education Association as the bargaining representative of bargaining unit members, except as may be required under the PECBA.

- A. Less than Half-time Employees: Employees employed less than half time shall not be covered by Article 15 (Layoff/Recall), Article 12 (Insurance), or Article 10 (Professional Development). For all employees who are less than full-time, all leave benefits shall be prorated.
- B. Newly Created Positions: In the event the ESD creates a new position, it shall notify the Association president. Should the parties fail to agree upon the bargaining unit status of the newly created position, either party may petition the Oregon Employment Relations Board for a determination.

Grant-Funded Positions: Persons hired under state or federal grants or funding through programs with other public agencies may be hired as temporary teachers as defined in [ORS 342.815](#) and shall be subject to the conditions of this Agreement to the extent that this Agreement is consistent with requirements established by the originating fund source. Salaries and fringe benefits for these positions will then be negotiated pursuant to [ORS 243.698](#) by the ESD and the Association within the resources available from the originating fund source.

ARTICLE 2: STATUS OF AGREEMENT

- 1. This Agreement shall modify or replace any current policies, rules, regulations, procedures, or practices of the ESD, which are contrary to its terms. This Agreement contains the complete and total agreement between the parties. The ESD has no obligation to continue any practices or procedures in effect prior to the signing of this Agreement, including practices and procedures in effect before unification, unless they are specifically set forth in this Agreement.
- 2. This Agreement may be modified in writing when mutually agreeable.
- 3. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the ESD and one by the Association.
- 4. Negotiations for a successor agreement shall commence with notice by either party after December 15, and shall begin no later than April 15, before the expiration of the current agreement. If neither party gives notice of intent to open negotiations within this time frame, the 150-day bargaining period specified by [ORS 243.712](#) shall begin as of April 15.

ARTICLE 3: MANAGEMENT RIGHTS

The ESD, on its own behalf and on behalf of the electors of the ESD, 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. Such powers, rights, authority, duties, and responsibilities shall include but not be limited to:

1. Executive management and administrative control of the school system and its properties and facilities;
2. Hiring of employees and the determination of qualifications for employment;
3. Assignment of personnel and direction of work;
4. Determination of the number of days of work, starting and ending times, scheduling of work consistent with the specific provisions of this Agreement;
5. Determination of work and business hours and days;
6. Setting the school calendar;
7. Determination of the services, supplies, equipment and methods of operations, including automation and institution of new and/or improved methods of operation;
8. Adoption of reasonable rules and regulations;
9. Determination of the location, relocation, opening or closing of ESD facilities;
10. Determination of the financial policies and procedures of the ESD, including accounting and public relations procedures;
11. Determination of the size, configuration and functions of the management of the ESD;
12. Adoption of policies affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

The exercise of these powers, rights, authority, duties, and responsibilities by the ESD is limited only by the specific, written terms of this Agreement in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE 4: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

"Grievance" is a complaint by a member, group of members or NWEA based upon the interpretation, application, or violation of this Agreement. Grievances that are based solely upon the alleged misapplication of ESD policies, rules, or regulations affecting the employment

conditions of members or based upon an alleged inequitable administrative decision pertaining to employment conditions may be pursued under Board Policy GBM. If a grievance involves allegations of both a contract violation and a violation of policies, rules, or regulations, the combined grievance will be processed in accordance with the procedures of this Article, but only the allegation of a contract violation can be taken to arbitration.

2. Grievant

A "grievant" is a member, group of members, or NWEA making the claim.

3. Party of Interest

A "party of interest" includes the member, group of members, or NWEA making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

"Days" shall be the ESD's workdays, computed based on the program calendar of the aggrieved member (EI/ECSE or NWRESD Traditional calendar).

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting staff members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Grievances must be discussed with the immediate supervisor not later than fifteen

(15) days after the occurrence of an alleged violation or misapplication of the agreement, or not later than fifteen (15) days after the grievant had first knowledge or should have known of the occurrence of the ESD's actions or failure to act which the grievant believes constitutes a violation of contract. Failure to file a grievance within the above time lines shall constitute waiver of the grievance.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Upon agreement of the parties, grievance procedures may be conducted during regular ESD working hours for Levels One and Two. Level Three shall be considered at regular or special ESD meetings. All grievances and decisions shall be in writing.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the contract year, the ESD and Association will discuss shortening the time for the grievance steps so that, if possible, the grievance procedure can be completed before the end of the contract year.

3. Level One – Immediate Supervisor

Before filing the written grievance, the grievant must first discuss the matter informally with their immediate supervisor with the objective of resolving the matter informally. The written grievance must be given to the immediate supervisor within ten (10) days following the informal discussion with the immediate supervisor. Failure to file the grievance within that time limit shall constitute a waiver of the grievance. The supervisor will issue a written decision to the grievant within five (5) days after receipt of the written grievance. If the grievant is NWEA, the grievance may start at Level Two if multiple supervisors are involved. If a grievance is filed by NWEA on behalf of one member, the member must give consent for the grievance to be filed on their behalf.

4. Level Two – Superintendent of the ESD

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days, the grievant may appeal in writing to the Superintendent or designee within ten (10) days of filing the written grievance at Level One. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as unresolved.

5. Level Three – The Board of Directors

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days, the grievance may be appealed to the Board within ten (10) days of the written appeal to the Superintendent at Level 2. The Board shall conduct a hearing within twenty (20) days and shall render a written decision to all parties of interest within five (5) days of the time of the hearing.

The procedures for the hearing before the Board shall be established by mutual agreement which shall include the following: Time needed to present relevant evidence, additional information or witnesses needed beyond grievance documents, and the hearing format. Both parties will be present for the full presentation to the Board of Directors; however neither party will be present for Board deliberations.

6. Level Four – Arbitration

(Limited to grievances regarding the interpretation, application, or violation of this Agreement.)

- a. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the ESD hearing in Level Three, the Association shall have the right to submit the grievance to arbitration. If the

Association elects to do so, it must give the ESD written notice to initiate arbitration within fifteen (15) days after issuance of the Level Three decision.

- b. Within ten (10) days after such written notice of submission to arbitration, a request for a list of seven arbitrators with residence in Oregon or Washington may be made to the Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so elected shall confer with the representative of the ESD and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issue submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to subtract from, modify, or amend any terms of the Agreement. The arbitrator shall have no power to substitute their discretion for that of the ESD in any matter not specifically contracted away by the ESD. The decision of the arbitrator shall be submitted to the ESD and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the ESD and the Association. Any other expenses incurred shall be paid by the party incurring the expense.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. Member

Any grievant may represent themselves at all stages of the grievance procedure through Step Three, or may be represented by the Association. The grievant must be present at all sessions.

2. Reprisals

Neither party shall take any reprisal against the other party as a result of participation in this grievance procedure.

E. MISCELLANEOUS

1. Records of Grievances

No documents, communications, or records, dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties of interest and their designated or selected representatives. A representative of

the Association may be present at all stages of the grievance procedure. For all ESD scheduled grievance meetings, the administrator shall be flexible to allow attendance by the grievant and an Association representative.

3. Time Extensions and Waivers

By mutual agreement, any time limit under this grievance procedure can be extended or any step can be waived.

ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

Upon request, the ESD agrees to furnish to the Association all public information that it has compiled which is necessary for its functioning as exclusive bargaining representative. Upon request, a copy of the budget audit report will be mailed to the Association President within five (5) business days after being presented to the Board. Except for material that is available for distribution to the public without cost, the Association is responsible for copying costs. For copying of material that is readily available, the copying charge will be the rate set by Board policy, which covers staff wages for photocopying and routine research, and the cost of materials and equipment. If the copying will require unusual amounts of personnel time to research or assemble material, the ESD will inform the Association in advance of the additional costs for the personnel time

B. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use ESD equipment and systems that are generally available to unit members at their work sites, at reasonable times when such equipment is not otherwise in use. Such equipment and systems include:

1. Computers
2. Duplicating equipment
3. Calculating machine
4. ESD e-mail to communicate with bargaining unit employees regarding collective bargaining, the investigation of grievances and other disputes regarding employment relations, and Association governance or other business of the Association
5. ESD Internet and
6. other types of audio-visual and telecommunications equipment

The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

C. USE OF ESD FACILITIES

Facilities in ESD buildings may be used for Association meetings on normal workdays between 7 a.m. and 10 p.m. during non-duty hours, provided that such meetings shall not interfere with the normal ESD operations, do not cause additional expense to the ESD (excluding utility costs), do not create additional security problems and arrangements are made with the appropriate administrator or supervisor in advance. Usage after 5 p.m. must be approved by the Superintendent or designee.

D. BULLETIN BOARDS

Members shall have the use of designated bulletin board space in each facility owned or rented by the ESD.

E. SCHOOL BOARD MEETINGS

The Association will have the opportunity to suggest items for the agenda and to speak on those items. The Board will consider such items for placement on the agenda so long as those matters are made known to the Superintendent's office no later than five working days prior to the scheduled date of the meeting.

F. RELEASED TIME

A member engaged during the school day in negotiating on behalf of the Association or participating in any grievance meeting with any representative of the ESD shall be released from their regular duties without loss of salary if the ESD agrees to schedule a negotiation session or grievance meeting during the workday. Whenever possible, the ESD will schedule meetings minimizing the impact on students and staff.

G. MAIL FACILITIES AND MAILBOXES

The president and representatives of the Association may use the ESD mail service and mailboxes for communications of a routine nature. Such communications shall not, as determined by the administrator in charge of the building or department in question, disrupt the educational process, cause unlawful activities, or interfere with the authority of the ESD or administration. The administrator may require that particular notice or communications not be available to students, the public, or employees of the ESD who are not in the bargaining unit. The Association shall hold the ESD harmless and shall defend the ESD against all charges and complaints arising out of the Association's use of ESD mail services and mailboxes.

H. BOARD MEETING PACKET

A copy of the Board meeting packet, including revisions, exclusive of confidential materials, shall be made available to the Association president the same day the materials are made available to the Board. Included will be information regarding any proposal to act on new or revised policies affecting members in the unit.

The Association President shall receive notice that the board agenda is complete and posted on the website.

I. ASSOCIATION BUSINESS

The ESD agrees to release the Association President from regular duties without loss of salary for the equivalent of two (2) days per month on a schedule that is mutually agreeable to the ESD and the Association. Upon request of the Association, other Association Officers may be granted access to this leave, with the approval of the ESD. The ESD's approval shall not be unreasonably withheld. The cost of a substitute will be shared by the Association and the ESD. This release time shall be for the purpose of contract administration and maintenance, including handling grievances and negotiations related duties. The ESD will provide a convenient office space, phone accessibility, and mail pickup and delivery during scheduled office hours for the Association President. The ESD will provide office space in either the Washington Service Center or the President's closest service center with a phone and mail pickup and delivery during scheduled office hours.

J. ACCESS TO MEMBERS

1. New Employee Orientation:

- a. In the event the ESD holds one or more "New Employee Orientation" (NEO) meetings for newly hired bargaining unit staff, the Association will be provided the opportunity to meet with all such new staff for at least one (1) hour at a mutually agreed-upon time during the NEO meeting. This Association meeting will be free from attendance of ESD administrators, supervisors, and other staff, unless explicitly invited by the Association. The agenda for this portion of new employee orientation is determined by the Association. Newly employed staff and the Association representatives will be in paid status during this and all other parts of the NEO meeting.
- b. In the event staff is hired for whom no NEO meeting is held within ten (10) working days of hire, or, for staff unable to attend a scheduled NEO, the Association shall have the right to meet with every new bargaining unit staff member for one hour within ten (10) working days after the new staff member's first day of work. The meeting will be held without loss of pay or benefits to either the Association representative or the newly hired staff member. Whenever possible, the Association will schedule meetings minimizing the impact on students and staff.

2. Visits with Bargaining Unit 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. Whenever possible, the Association will schedule meetings minimizing the impact on students and staff.

3. Building Meetings:

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 hinder ESD operations. This building meeting will be free from attendance of ESD administrators, supervisors and other staff who are members of other employee groups of the ESD, unless invited explicitly by the Association. The agenda for the building meeting is determined by the Association.

ARTICLE 6: WORKING CONDITIONS

A. LABOR MANAGEMENT COMMITTEE

Representatives of NWEA and the ESD Administration shall form a joint Labor/Management Committee to encourage labor-management cooperation. The Committee will meet regularly to create opportunities for resolving problems identified by either side, and to provide a forum for communication, to track and timely resolve issues, gather and exchange relevant information, research concerns, engage in joint problem-solving, and to accept responsibility for follow through. The committee shall be formed no later than September 30 annually, with each party appointing an equal number of members. The Committee shall meet twice monthly at a mutually agreed upon time. Agenda items shall be identified in advance of the meeting for the purpose of planning and to aid in early response to concerns. The Committee may invite representatives from either side to attend the regularly scheduled meeting when they have relevant information related to an item on the agenda for the purpose of furthering understanding and problem-solving. The Labor/Management Committee may elect to form an Ad Hoc Committee, limited to a specific topic, for further research, discovery, and problem solving related to a concern. The Ad Hoc Committee shall bring their findings and suggestions back to the Labor Management Team.

B. PLANNING AND PREPARATION TIME

1. Preparation (prep) time is defined as educator-directed time used for preparation for instruction, case management, parent communication, or similar purposes. Travel time will not be included as designated prep time. The member and the Department Director shall determine and schedule the amount of time necessary for prep time. The ESD will annually review with all Administrators the contractual requirements associated with prep time. The Labor/Management committee will include prep time as an agenda item at least two times per school year for review of any concerns raised by members.
2. Members, either individually for those with unique assignments, or in groups of members with like assignments, will meet with the direct supervisor to establish appropriate preparation time. The meetings will take place by the end of September of each year and also after a schedule change or reassignment. The administration will initiate and schedule the meetings required in this paragraph. Any member who is not able to resolve to their satisfaction the scheduling of preparation time may appeal the matter to the Chief Human

Resources Officer, who will meet with the supervisor and employee to hear and resolve the matter.

3. A full-time member will have a minimum of 300 minutes per five-day week of prep time during the regular eight-hour day. Prep time shall be scheduled in blocks of at least thirty (30) minutes. Blocks for part-time members shall not be pro-rated. For staff who work in ECSE and teach classes at early childhood centers, reasonable efforts will be made to not include the 15 minutes before a class begins and 15 minutes after a class ends as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing via parent or bus transportation. For staff who teach classes in SEL Schools, reasonable efforts will be made to not include the first 15 minutes of the educator work day or the 15 minutes after the student instructional day as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing via parent or bus transportation.
4. Scheduled preparation time will, except in unusual or emergency situations, not be scheduled by the supervisor for meetings or other duties, except with the member's agreement. A member may make a request to the supervisor for release time or other assistance if the member feels that IEP/IFSP preparation or required meetings are unreasonably infringing on preparation time or causing excessive meetings outside the workday. If the above is unsuccessful, staff who need support to complete IEP/IFSP or other paperwork may request up to the equivalent of two (2) additional paperwork reduction days per year paid at their regular rate. Approval of the above shall not be unreasonably withheld.

Notwithstanding the above limitation, additional paperwork reduction days may be granted where appropriate.

5. If a member believes that the workload assigned is unreasonable or unmanageable, or cannot be accomplished during the work day, the member may request a meeting with the supervisor to try to resolve the issue. If resolution is not reached through this meeting, the member may request a meeting with the Chief Human Resources Officer. The member has the right to Association representation for these meetings.
6. If a member is asked to teach a class for an absent member, they will be additionally compensated for time spent teaching the class at the hourly substitute rate. In the event a member is on an extended leave, reasonable efforts will be made to get a long term substitute for the position. When a member is asked to substitute for a colleague's class for two weeks or greater, then the member will be additionally paid for actual time spent teaching the class at the long-term hourly substitute rate. The rate of pay for the long term substitute assignment will begin on the first day of the long term assignment.
7. In the event the absence of a member results in the distribution of the absent member's students or caseload, the member receiving the additional workload shall meet with their supervisor and discuss possible solutions.

C. WORK YEAR

1. The normal contract year for the 2023-24 school year shall consist of 190 days, including seven (7) paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). Members who are assigned to work before and after Juneteenth will receive Juneteenth as an additional paid holiday. Depending on ESD needs, positions may be created for fewer or more days per year, with salary determined on a pro-rata basis. An employee is not guaranteed the same number of contractual work days from one year to the next.

Beginning July 1, 2024 the contract year shall consist of 192 days, including seven (7) paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). Members who are assigned to work before and after Juneteenth will also receive Juneteenth as an additional paid holiday. Two (2) days of the work year will be designated as educated directed work days. Educator directed work days are individual and team planning and collaboration days. Administrators will not schedule meetings on these days. Depending on ESD needs, positions may be created for fewer or more days per year, with salary determined on a pro-rata basis. An employee is not guaranteed the same number of contractual work days from one year to the next.

2. The salary schedules in Appendix A for the 2023-2024 work year are based on a 190 day work year, a 210 day work year, and a 220 day work year. The salary schedules in Appendix A for the 2024-2025 and 2025-2026 work years are based on a 192 day work year, a 210 day work year, and a 220 day work year.
3. In the event that a constituent district to which a member is assigned is not open for, or reduces its calendar below 185 contract days, the number of contract days of any member assigned to the constituent district may be reduced by the same number of days the constituent district reduces its calendar below 185 contract days. Compensation will be prorated accordingly. This article does not affect the ESD's right to lay off members. In the event that the number of contract days for a member is reduced by more than thirty (30) days pursuant to this provision, effective on the thirty-first (31st) day, the member shall come under the provisions of the Article on layoff. Whenever possible, a member whose days are reduced by a constituent district's schedule shall be temporarily assigned to a vacant position or program in which there is a need to have work performed.
4. If the ESD intends to implement a work year for a program which departs significantly from the traditional work year, it will notify the Association in advance and will engage in negotiations as required by law with the Association about the decision and the impact on the decision.
5. Variations in individual schedules shall be determined by the supervisor in conjunction with the member. Except for unavoidable emergency situations when conflicts exist between required meetings of local school districts and ESD meetings, the component school district's meeting will take precedence.
6. Members shall not report to work nor shall members suffer any loss of pay on days when the employees of the school district(s) to which the member is assigned on that day are not

required to report to work due to inclement weather or emergencies. Itinerant staff serving multiple school districts will contact their supervisor and collaborate on the most reasonable location to report to work if emergency closures occur at the site(s) scheduled for the day. The ESD may arrange for an alternate work location to which the affected employee may be required to report. The ESD shall have the right to require members to make up the time lost without additional pay as long as the total days worked does not exceed the member's maximum work year days. In the event a school building or the school district to which a member is assigned is closed after the start of the school day, the member shall remain at the workplace until released by an authorized officer of either the component district or the ESD.

7. The ESD recognizes its obligations to maintain a safe and healthy work environment. When a member believes they have been instructed to perform work under hazardous conditions, they shall have the right to discuss their concerns with their supervisor. After such meeting, if the member still believes conditions are hazardous, they shall immediately notify the Department Director of the hazardous condition. The Department Director will make a determination regarding the member's concern and may refer the matter to the safety committee in the County where the condition exists for review and follow-up. A member may, at any time, bring safety concerns to the safety committee in the County where the condition exists.
8. This Agreement does not guarantee staffing levels. However, the ESD will ensure that class sizes and caseloads are as equitable as possible, prioritizing student safety.

D. WORKDAY

1. The regular workday shall be eight (8) hours, including a 30-minute duty-free lunch.
2. Time outside the regular eight-hour day necessary for meetings or other scheduled professional obligations shall be kept to a minimum.
3. Members may not be required to participate in more than two (2) evening events per year beyond their scheduled work day. If a component district requests a member's presence at an event that exceeds the maximum of two events, the Human Resources Office must approve the request. If the component district schedule does not adjust for the evening time, the extended duty shall be compensated at the employee's hourly rate.
4. Staff meetings which extend beyond the regular eight-hour day will be kept to a minimum, and may not go beyond 5 pm. No member will be required to attend such staff meetings beyond the workday for more than 2 hours per month. Members will be given at least a one week notice of staff meetings, unless called in response to an emergency.
5. On grading days when the host district allows their employees to work on grades at home, ESD members shall also be allowed to complete their grades at home.

E. SUBCONTRACTED EMPLOYEES

The ESD's Chief Human Resources Officer shall inform any subcontracted employees that their employment is temporary as described by statute and by the negotiated contract. At the end of 90 workdays, the contracted employee will be offered continued employment as a bargaining unit member. Any contract beyond the 90 day limit shall be considered month to month while the ESD pursues a member for the position.

F. OUTDOOR SCIENCE SCHOOL

1. Work Year: The work year for Site Supervisors shall be determined by the District with salary determined on a pro-rata basis.
2. On-Site Schedule: Expected weeks on site will be determined by the District at the beginning of the school year. The schedule shall be announced to Site Supervisors by August 20 (Fall schedule) and February 1 (Spring schedule) of each year. Overnight programming at any given site will not exceed 19 weeks per year. Additional weeks may be arranged by mutual agreement between the District and the Association.
3. Job Descriptions: Prior to adopting any updates to the Site Supervisor job description, the District will seek input from current Site Supervisors.
4. Licensure: For TSPC licensed Site Supervisors, the District will cooperate with such employees in processing Professional Development Units for the purpose of maintaining their license.
5. Overnight Stipends: Site Supervisors who participate in educational programs that require an overnight stay shall receive an overnight stipend of \$125.00 per night spent on site.
6. Optional Weekend Lodging: Site Supervisors may stay on-site over the weekend during the on-site programming seasons subject to availability at the site hosting programming and at no cost to the District. Site Supervisors staying over the weekend will do so of their own accord and not at the direction of the District. Site Supervisors staying on-site over the weekend shall not be eligible for the overnight stipend. The District shall not be responsible for arranging such lodging, and such time is not considered work time, and is not covered by this Agreement.
7. Seniority: For the purposes of this agreement, "seniority" shall be defined as a member's length of service as a bargaining unit employee with the District or any of its predecessors inclusive of approved leaves of absence.
8. Salary: Site Supervisors shall be placed on the salary schedule found in Appendix A of the CBA based on their years of experience as a Site Supervisor and/or Teacher. They shall be eligible for step movement from year to year on the same basis as all other bargaining unit employees.

9. FTE: The FTE for Site Supervisors shall be determined by adding the scheduled hours worked by Site Supervisors during the year divided by 1,520. Hours compensated by an overnight stay stipend will not be included in the calculation.

ARTICLE 7: PERSONNEL FILES

- A. Each member shall have the right, upon request, to review the contents of their own personnel file exclusive of materials received prior to the date of their employment by the ESD. Upon request, the member shall within ten (10) working days be given a copy of any documents contained in the personnel file. One representative of the Association may, at the member's request, accompany the member in their review. Each member's personnel file subject to review shall contain the following minimum items of information:
 1. All member evaluation reports.
 2. Copy of the member's license.
 3. Transcript of academic records where issued.
 4. ESD recommendation for contract status.
- B. No evaluation, complaint, or written record of disciplinary action shall be placed in the file until the member has had the opportunity to review such materials and affix their signature to the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The member may respond to any item placed in the member's personnel file and the response shall become a part of that file.

ARTICLE 8: PAID LEAVES

A. SICK LEAVE

1. Accrual

In accordance with [ORS 332.507](#), each member shall be allowed ten (10) sick leave days at full pay during the school year, or one day per month, whichever is greater. Paid sick leave days will be credited to members employed or on paid status only part of the school year on a prorated basis; the value of sick leave used in excess of entitlement shall be deducted from the member's paycheck. On or before November 1 of each new school year, each employee shall receive a statement of accumulated sick leave days. Any individual who leaves employment with the ESD having used more sick leave than was actually earned as of the date the employee left employment shall have the value of the used but unearned sick leave withheld from their final paycheck.

2. Carry Forward

Pursuant to [ORS 332.507](#), a member who has completed thirty (30) days of service with the ESD and who has accumulated sick leave during employment in another Oregon school district shall,

upon proper verification, be credited with the number of sick leave days so accumulated by the previous employing school district.

3. Use

- a. Accrued sick leave can be used to maintain the member's salary during periods of personal illness, or the illness of a child under 18 living in the member's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.
- b. A member's accrued sick leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in [ORS 659A.270 - 659A.285](#).
- c. Under [ORS 653.601-661](#), "Sick Time", a member may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. Members will be required to complete FMLA/OFLA paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".
- d. "Family member" is defined as the employee's:
 - i. Spouse or domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's domestic partner
 - iii. Child, step-child, or child of employee's domestic partner
 - iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
 - v. Grandparent or grandchild of the employee

* "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

B. BEREAVEMENT

1. Each member shall be granted up to five (5) paid days leave of absence per occurrence, non-accumulative, in the event of the death of:
 - a. member's spouse/domestic partner
 - b. the member's or member's spouse's/domestic partner's parents
 - c. child or grandchild of the member or member's spouse/domestic partner, including the loss of a pregnancy
 - d. grandparents of the member or member's spouse/domestic partner

- e. brothers or sisters of the member or member's spouse/domestic partner
 - f. a person regularly residing in the member's residence
 - g. any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
2. An employee may qualify for ten (10) days bereavement leave under Oregon Family Leave Act. Eligibility determination is made by OFLA application. If an employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described in 1, above.
- a. "Family member" is defined in statute as the employee's:
 - i. Spouse or domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's domestic partner
 - iii. Child, step-child, or child of employee's domestic partner
 - iv. A person with whom the employee is or has been *in *loco parentis* to; or was previously in *loco parentis* of
 - v. grandparent or grandchild of the employee
 - b. The leave is limited to 10 days total per occurrence. Bereavement leave will count toward the total amount of OFLA eligible leave.

If the member qualifies for bereavement under OFLA, the member may use accrued sick leave for the five (5) days not covered under part 1 above.

C. COMPASSION LEAVE

Each member who experiences the loss of a student they are currently serving will be granted one (1) day of Compassion Leave with pay per occurrence. The ESD reserves the right to deny or reschedule requests in order to ensure sufficient staffing and supervision of children in our care.

D. INJURY ON DUTY

Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days of absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the ESD may deduct the first three (3) days of absence from the employee's sick leave or deduct from the pay if the employee has exhausted all paid leaves.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to the Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary.

E. LEGAL

1. A member shall be granted leave with pay for service as a juror but the compensation paid to such member for the period of the leave shall be reduced by the amount of the compensation received by the member for such jury service; upon being excused from jury service during any day before 1:00 p.m., the member shall immediately return to complete their assignment for the remainder of their regular workday. This provision shall also apply to service as a witness in response to a subpoena however; it does not apply when a member is involved as a litigant for personal reasons.
2. Court appearance leave shall not be provided in any instance where the member is a plaintiff or a witness for a plaintiff in any judicial, quasi-judicial, or administrative hearing wherein the ESD, the ESD's Board members, or the ESD's administrators or other agents, including insurers and the Workers' Compensation carrier, are named as defendants.
3. Fees received for service as a witness or juror on workdays are to be paid to the ESD, but mileage and/or expense moneys received are to be retained by the employee.

F. PERSONAL/EMERGENCY

1. Each member shall be granted up to three (3) days per year, total, leave of absence, non-accumulative, for personal matters that require absence during school hours. Personal leave shall be provided for all bargaining unit members at their prorated amount according to their full-time equivalency (FTE). These days are accessible at the beginning of the year.
2. Notice to the member's supervisor shall be given at least one (1) day in advance, except in the case of emergency.

Except in emergency situations, personal leave may not be used on the following days:

- a. To extend winter break (the day before or after)
- b. To extend spring break (the day before or after)
- c. To extend paid holidays in this contract
- d. The first day of school
- e. The last day of school
- f. The first or last student contact day of the school year

For extenuating circumstances, exceptions to the exclusion of the use of personal leave on the days listed above will be considered by labor/management.

Personal leave (but not emergency leave) use shall be contingent upon approval from the employee's supervisor before leave is taken. The employee will not be asked to provide a reason for the use of personal leave, but only that the leave is not being used on one of the prohibited days described above.

3. Personal leave must be used in blocks of full or half days if a substitute is required. Additional days of paid leave may be approved by the Superintendent or designee in case of an emergency and submission of supporting documentation.
4. At the end of each school year, all bargaining members shall have the option of pay for unused personal leave. The rate of pay shall be the current substitute rate for a full day and will be included in the final paycheck for the calendar school year.

G. MILITARY

1. Annual Active Duty Training An employee serving as a member of the National Guard or any reserve component of the armed forces of the United States will be granted leave with pay for active duty required in fulfillment of military obligations, upon application, for a period not exceeding fifteen (15) calendar days (a maximum of 11 workdays) in one (1) calendar year, except that they must have been serving in public employment within the state for a period of six (6) months preceding their application to receive regular pay for their period of leave.
2. Long-term unpaid military leave shall be provided as required by state and federal law.

ARTICLE 9: UNPAID LEAVES OF ABSENCE

A. GENERAL

1. Members who wish to take an unpaid leave of absence shall submit a written application to the Human Resources Office. The application form shall be available on the ESD staff portal. The leave request shall be granted for up to one year. Any additional year(s) may be granted in the discretion of the ESD. Application shall normally be submitted to the Human Resources Office by the end of March for a planned, non-medical leave in the subsequent school year. Exceptions to this requirement shall be considered, and approval of late submissions shall not be unreasonably denied.
2. The member will receive written confirmation of leave within two (2) weeks of the submission of the application. Human Resources shall provide information to the member regarding the availability of benefits, if any, impact on seniority, job assignment, and procedures for return from leave.
3. An unpaid leave of absence shall be granted for the following reasons: participation in federal or international programs (i.e., Peace Corps, teacher/job corps), military leave, professional study, governmental service/professional leadership (i.e., elective or appointive positions within government or professional organizations.). An unpaid leave of absence may be granted for the following reasons: personal, family, or medical (under OFLA or FMLA criteria).
4. The member shall specify the date of expected return to duty at the time of application for leave and shall also confirm, in writing to the Human Resources Office, the intent to return four (4) weeks prior to return.

5. Other paid or unpaid leaves may be granted by the Superintendent or designee.

B. PROVISIONS FOR UNPAID LEAVE

1. A member, upon return from unpaid leave of absence, shall retain all benefits accrued in the ESD and continue to be listed with the Public Employees Retirement System (P.E.R.S.) in accordance with the P.E.R.S. policy.
2. A member returning to the ESD following an unpaid leave shall be reassigned to their former position, if available, or to a comparable position in the same County and with the same FTE as held previously.
3. All benefits identified in the current agreement, to which a member was entitled at the time leave of absence commenced, including unused sick leave, shall be restored to the member upon return.
4. No benefits shall accrue, nor will the ESD be responsible to provide any benefits to the member while on an unpaid leave of absence except as required by OFLA or FMLA.
5. While on an approved unpaid leave, the member may continue group insurance programs by paying monthly premiums in advance of each month's coverage.
6. Failure to return from leave or to provide written notice as specified will be considered as a resignation unless such leave has been extended in writing by the ESD.

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT FUND

1. A fund of \$45,000 for reimbursement of tuition costs shall be established and budgeted for each year. Members may apply for tuition reimbursement from the fund. These funds will initially be available for tuition reimbursement for the equivalent value of up to four (4) credit hours for each member. By January 30 of each year, the ESD will provide the Association president an accounting of the amount of the reimbursement paid out and committed from the available funds, and the remaining balance.
2. If there are unexpended dollars in the tuition reimbursement fund at the end of the fiscal year, members completing job-related course work may be reimbursed for additional expenses as follows:
 - a. First, members who completed a second course for credit shall be reimbursed up to the value of 4 credits at the actual tuition rate paid. Receipts for related textbook and material costs related to the 4 credits may also be submitted for reimbursement.
 - b. If there are still unexpended funds after (a) above, members who took courses already reimbursed according to the rules above and who have associated course expenses that

have not previously been reimbursed (such as books, university dues and fees) may have those expenses reimbursed.

- c. If there are still unexpended funds after (b) above, members who took three or more courses will be reimbursed for coursework evenly until the fund is exhausted.
3. All full-time regular members may apply for reimbursement for college classes that are directly related to current position and clearly indicate a benefit to the ESD and to the member as determined by the ESD. Less than full-time (.5 to .99 FTE) members may apply for reimbursement on a prorated basis reflective of their term of employment with the ESD. For summer sessions, members may use their four (4) credit hours from the year just completed and the four (4) credit hours from the succeeding year, provided they return to work for the ESD the subsequent year. The ESD may deny reimbursement for summer tuition should the member resign and not return to the ESD the following year.
4. Application for reimbursement for course work will be submitted to the Supervisor. Approval or denial of the course for reimbursement will be obtained by the member prior to the beginning of the course. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working days after receipt of the request.
5. Reimbursement for approved classes will be paid to the member upon successful completion of the course. The member will provide a transcript showing a C grade or better as evidence of satisfactory completion of college classes. Members will be reimbursed within ten (10) working days upon providing a transcript and supporting receipts.

B. REQUIRED COURSE WORK/PROFESSIONAL DEVELOPMENT

1. Beyond the professional development reimbursement program, if the ESD directs a member or members to take specific course work, the ESD shall provide one hundred percent (100%) of the costs for textbooks or supplies associated with that course work, excluding the actual cost of any university credit available for the course. The member may apply for tuition reimbursement as provided above should such credit be desired. Credit earned for such course work may be used toward horizontal movement on the salary schedule as defined in Article 13 (C.2). This section does not apply to courses or programs taken by a member to satisfy the requirements of a program of assistance for improvement, but the member can apply to the professional development fund for reimbursement for those courses.
2. There shall be on-going, mandatory equity/anti-racism training for all members to continue our mutual commitment to create and nurture an antiracist organization, centering around the diverse students, families, and communities served. The parties agree to discuss the timing, content, and means of providing this training in conjunction with the Superintendent or designee.

C. PROFESSIONAL CONFERENCES, WORKSHOPS, PROGRAMS

1. Members may attend conferences, workshops, or special programs when approved in advance by the Supervisor, who will consider program needs. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working days after they have turned in the request to Human Resources.
2. Attendance at professional meetings, institutions, and visitations to exemplary programs and projects scheduled during working hours or non-working hours is encouraged. Employees who wish to participate in such activities will submit a request to the immediate supervisor on the form prescribed by the ESD. Prior approval by the supervisor shall be required for both attendance and reimbursement. Personnel using professional leave at the expense of the ESD shall present a complete report of all activities when requested to do so. Funding for professional leave is limited as stated in this Article.
3. Reimbursement for expenses including registration fees, meals, lodging, and transportation is subject to advance approval from the Chief Human Resources Officer. Members will be reimbursed within ten (10) working days upon providing appropriate receipts.
4. The ESD will annually budget the following for Professional Development: \$70,000 for the 2023-2024 school year. For the 2024-25 school year, the budgeted amount shall be \$75,000.
5. Members are entitled to \$800 in approved workshop expenses, including mileage, until the fund is exhausted. Members may ask for special consideration for conferences that exceed \$800 by mutual agreement of the Labor/Management Committee.
6. The ESD will provide an accounting of the fund to the Association President in January and July.
7. Labor-Management may meet to address exceptions to the use of conference funds to address a special circumstance or needs.

D. PROFESSIONAL ASSOCIATIONS

1. Speech Language Pathologists and Audiologists who desire ASHA certification shall have their ASHA dues paid by the ESD.
2. School Psychologists, Occupational Therapists, Physical Therapists, and Nurses are eligible to receive the same amount in reimbursement if they are required to obtain/renew a license in order to perform Medicaid billing.

E. MEDICALLY FRAGILE STUDENTS

Members may request additional training from the responsible nurse to assist the member in working with medically fragile students. Except in an emergency, the training request will be submitted to the coordinator so that training programs can be made available to other staff as well.

ARTICLE 11: TRAVEL REIMBURSEMENT

Members required in the course of their workday to drive personal vehicles will receive an allowance equal to the mileage rate recognized by the IRS. Mileage shall be paid for actual mileage traveled during the work day excluding the employee's commuting miles.

Commuting miles shall be defined as the miles between the employee's home and designated home base and the designated home base and the employee's home, or the miles between the employee's home and first and last work assignment. Home base shall be defined as the location where the employee performs the greatest percentage of their work. The employee and supervisor will establish the home base assignment during the first week of the new school year. If an employee is given a reassignment resulting in a change to home base designation they may request the Superintendent review the home base. A form for such review shall be developed annually by a labor-management committee.

Notwithstanding the above, Outdoor School Site Supervisors shall have the Washington Service Center as their home base. Mileage allowances shall be paid for all travel to sites calculated from the shorter of the Washington Service Center to the site or the Site Supervisor's home to the site. Incidental travel incurred while on site shall be calculated from the site.

ARTICLE 12: INSURANCE BENEFITS

A. TYPES OF COVERAGE

1. Medical/Dental/Vision

- a. Each eligible full-time member the ESD shall contribute the cap amounts set forth below toward the premium costs of insurance coverage. Part time employees with an FTE of .5 and above shall receive a prorated amount according to their FTE. Employees will select from one of the available plans.
- b. For the 2023-24 insurance year (October 1, 2023 through September 30, 2024), the ESD shall contribute \$ 1,523 per month, as necessary to pay the premium cost. This monthly amount will be increased by twenty-five dollars (\$25.00) each insurance year of this Agreement. In the event the insurance pool falls below \$400,000 as of the conclusion of open enrollment in 2025, the ESD shall contribute an additional \$25 per month to the pool for each employee receiving insurance from the ESD. The employee will pay any additional necessary medical premium, dental and/or vision premium by payroll deduction.
- c. In May of each year, representatives of the NWEA will meet to determine insurance options and pool distribution options for the following insurance year (effective October 1). The ESD will provide a projection of the pool balance as of the end of the current insurance year (September 30). NWEA representatives will consider this estimate, as well as the premium costs and plan designs announced by OEBC for the subsequent insurance year, and determine the plans to be offered as well as the appropriate incentives and distributions of funds from the pool. NWEA will communicate these

decisions to the Chief Human Resources Officer not later than June 10 of each year. This information will be memorialized by the parties as a Memorandum of Agreement and will be distributed to all bargaining unit employees in time for their open enrollment selections.

- d. Annually, based on data from October 1 to April 15 of each insurance year of this Agreement, the NWEA and ESD will project the estimated balance of the pool as of September 30 of the plan year. If the balance is projected to be less than \$250,000, this will trigger an economic reopener for Insurance Benefits for that insurance year.
- e. Employees eligible for a ESD insurance contribution, but who choose not to obtain insurance coverage, may "opt out" in accordance with the underwriting rules and regulations as set forth by OEGB. An eligible employee who "opts out" of insurance shall receive a monthly contribution to their qualified Section 125 or HRA/VEBA plan. Part time employees with an FTE of .5 and above shall have the "opt out" option prorated according to their FTE.
- f. The difference between the "opt out" contribution and the ESD contribution shall be included in the pooling fund.

2. Long-term Disability Insurance

During the term of this Agreement, the employee shall pay the premiums for qualified members for a long term disability benefit plan which equals 60 percent of insured monthly earnings with no greater than a sixty (60) calendar day elimination period.

3. Life Insurance

For each eligible member, a \$10,000 group life, accidental death, or dismemberment policy approved by the ESD.

- a. In the event there is no successor agreement, the ESD's obligation toward the premiums for insurance listed herein shall be "capped" at the amounts that exist in the final month of this Agreement.
- b. Less than full-time (.5 to .99 FTE) members will receive prorated benefits based on the coverage for which they would be eligible if they worked full-time. The prorated amount may be applied toward any of the negotiated coverage for which the member is eligible.
- c. The ESD agrees to provide the herein-mentioned plans within the underwriting rules and regulations of and as set forth by the carrier(s). However, if said carrier(s) amend said rules or regulations during the term of this Agreement, either party may reopen negotiations on the impact of said amendments.
- d. Coverage described above shall be provided by the carrier or carriers selected by the ESD. Coverage shall become effective on October 1 of the current contract year subject to confirmation by the insurance carrier as to the dates coverage for each individual

goes into effect. Coverage for new members starting the 15th of the month or before will begin the 1st of the following month. Coverage for new members starting after the 15th will begin the first of the month following the first full month of employment.

ARTICLE 13: SALARY SCHEDULE

The salary schedule for 2023-24 is attached as Appendix A, and reflects a 4% cost of living increase over the 2022-23 Salary Schedule. The salary schedule for the 2024-25 work year reflects a 4% cost of living increase over the 2023-24 salary schedule. The salary schedule for the 2025-26 work year reflects a 4% increase over the 2024-25 salary schedule.

The following modifications shall be made to the salary schedules:

- Effective July 1, 2023, eligible members will be incremented one (1) step (Previously granted on 7/1/23).
- Step 1 will be eliminated, and the remaining steps will be re-numbered accordingly (1-15). In addition, a new Step 16 will be created in the MA and MA+45 columns with a 2.5% increment over Step 15.
- Effective January 1, 2024, all members eligible for a step increase on July 1, 2023 will be incremented another step.
- Effective July 1, 2024, the increment between Step 15 and Step 16 will be increased to 4%.

Members employed by the ESD .5 FTE and above will be eligible for step movement, excluding temporary employees employed less than 135 days in the school year. Step movement for all years of this Agreement shall be granted.

A. The individual PERS contribution of six percent (6%) shall be paid by members through a payroll deduction from pre-tax dollars.

B. Placement on the Salary Schedule

1. Members newly hired during the term of this Agreement may be given full credit for previous licensed/teaching experience. Relevant experience other than preschool, elementary, or secondary teaching may be counted if, in the judgment of the Superintendent, it is directly related to the assignment of the member.
2. To be eligible to move horizontally from column to column on the salary schedule, course work must be Graduate level college credit courses directly related to the teaching/professional (School Psychologists, Speech Pathologists, etc.) assignment.
3. The ESD shall be obligated to place in the proper column retroactively to the first working day of the work year any member who has completed course work and provided official transcripts prior to September 1 entitling them to such movement. The member shall submit appropriate proof of completed course work to the Human Resources Office by October 1 to be eligible for movement, except when the delay in proof is not the fault of the

member. Course work completed after September 1 may be submitted on or before January 1, or on or before April 1 using the process designated by Human Resources. Movement on the salary schedule will take place on the next monthly payroll.

C. Multiple Language Stipend

1. The parties acknowledge the growing population of English learners in our region. The parties further acknowledge that the ability to speak a second (or more) language(s) (including American Sign Language) is a benefit in providing quality educational services to our diverse student population.
 2. Annually, the ESD shall look at home language data from the 20 districts in the NWRESD service area to determine the four (4) most spoken languages other than English.
 3. NWEA members who are determined to be proficient in any of the four (4) identified languages or American Sign Language shall receive an annual stipend of \$1250 in addition to their regular annual salary. Members who qualified for a stipend for a language that falls below the four (4) most spoken languages shall continue to receive the stipend.
 4. Proficiency shall be determined by a standardized test, arranged by the HR office and conducted by a qualified assessment service provider. Members who seek to qualify for a multiple language stipend will contact the HR office.
 5. The initial multiple language stipend shall be paid in the pay period immediately following the passing of the proficiency test. In subsequent years, this shall be the September paycheck annually.
 6. Once proficiency is established for any member, assessment is not required annually.
- D. The Stipend MOU, recognizing current employee efforts to support growth in the profession, in place for the 2022-2023 contract year shall be renewed for the term of this Agreement.
- E. Members holding a Doctorate degree (PhD/EdD, etc.) shall receive a stipend of an additional \$1500 per year above the MA+45 step placement.
- F. In the event the ESD believes that it has overpaid a member, or if it believes it has under-deducted a required deduction (PERS, etc.), a written notice will be sent simultaneously to the member and the Association, advising the member of the amount of the error, the reason for the error, and a suggested repayment schedule. The suggested repayment schedule shall not require a repayment of more than \$200 per paycheck. The member will be given three options:
1. Accept the proposed repayment schedule
 2. Propose an alternative repayment schedule
- or
3. Reject the repayment schedule

In the event the parties are unable to agree to a repayment plan, nothing in this paragraph prevents the ESD from seeking a repayment order from the appropriate County Circuit Court.

There shall be no requirement for a member to repay an overpayment or an under-deduction more than one year old.

ARTICLE 14: PAYROLL DEDUCTIONS

- A. The ESD will deduct employee premiums for insurance coverage from the monthly salaries of members. In addition, the ESD will make the following deductions from payroll, if requested by the member in writing:
 - 1. Contributions to the United Way and other charitable organizations approved by the ESD and the Association
 - 2. Association dues
 - 3. TSA, 403(b)(7) and 457 plans
 - 4. Cafeteria 125 plan (FSA, HSA)
- B. Payroll deductions shall continue in effect until revoked in writing by the member.
- C. Paystubs will identify deductions paid by the member.
- D. Direct deposit to a bank or credit union is available to any member.

E. ASSOCIATION DUES

- 1. Dues Deduction: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the ESD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.
- 2. A Member who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association receipt of the written notice. The Association shall notify the ESD when a bargaining unit member should no longer have dues deducted. The ESD shall enact dues deduction changes on the pay period following notification.
- 3. Dues deducted shall be transmitted to the Association within seven (7) days of deduction.

ARTICLE 15: LAYOFF AND RECALL

- A. The ESD shall determine when a layoff is necessary and which program areas shall be affected. When a layoff occurs, the ESD shall inform the Association president and those members affected as soon as practicable, which will be no later than 30 days before the effective date unless the layoff is the result of an unexpected change.

B. If layoffs are being considered, the labor management team will meet to discuss whether any of the following may be possible to reduce the number of positions that may be affected: early retirement incentive (ERI) plan, voluntary reductions in FTE or leave of absence with a guarantee of a return to prior FTE on a specific timeline. Any agreed upon plan shall be forwarded to the Board and Association for ratification.

C. The ESD shall make every reasonable effort to:

- Transfer members whose assignments are eliminated to other positions for which they are qualified. Notice of transfer opportunity shall be delivered personally, or by certified mail. To accept the transfer, the member must respond within five (5) calendar days of receipt of the personal notice or within seven (7) calendar days of mailing of the notice. A member may refuse one transfer opportunity, and thus take a layoff instead of the transfer.
- Combine positions in a manner that allows members to remain qualified so long as the combined positions meet the curriculum needs of the program and the competence consideration specified in Paragraph D of this Article.
- Maintain the proportion of members with cultural or linguistic expertise, as set forth in ORS 342.934(1)(b), compared to members without cultural or linguistic expertise.

D. Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the ESD shall reduce staff in accordance with [ORS 342.934](#). Licensure and seniority will govern unless a competence or merit difference is demonstrable and significant for the position. Competence includes possessing the current requirements for the position, as reflected in the job description and recent job posting. For members who are licensed specialists such as speech pathologists, psychologists, occupational therapists, physical therapists, nurses, and audiologists, competence shall include recent experience within the employee's specialty area. Before selecting a less senior member based on competence, the ESD will consider the ability and willingness of the senior member who holds the appropriate license to satisfy the competence standard by upgrading their skills within a reasonable time. Merit shall be determined primarily by the member's current ESD evaluation. A member who has been non-renewed or non-extended has less merit for purposes of this article as other members qualified to fill the position.

E. Seniority: For the purposes of this agreement, "seniority" shall be defined as a member's length of service as a licensed employee with the ESD or any of its predecessors inclusive of approved leaves of absence.

F. RECALL PROCEDURE

- Members shall maintain recall rights for twenty-seven (27) months following layoff. Recall shall be offered to the most senior member on the recall list with appropriate licensure unless the ESD wishes to use the merit and/or competence exceptions of [ORS 342.934](#).
- Notice of recall shall be by personal delivery or certified mail to the last known address. The member shall accept or reject recall in writing within five (5) calendar days after personal service. If delivery is by certified mail, the member shall accept or reject recall in writing within seven (7) calendar days of mailing the notice.

- A member shall lose the right to recall by resigning or failing to accept an offer of recall to a position. However, acceptance, or non-acceptance of an offer of recall to a position of less than full-time shall not cause the member to lose recall rights to a full-time position.
 - If a member has not already rejected one (1) transfer opportunity under Section B above, a member may also reject one recall opportunity without losing recall rights.
 - A recalled member must report to work within two (2) weeks of acceptance of recall, or later if a later date of recall is given by the ESD. A recalled member who is under contract to another district at the time of recall shall be allowed up to sixty (60) days to report for duty following written acceptance of the ESD's notice of recall if that district is not willing to immediately release the member.
- G. Subject to the provider's approval, members released under this article shall have the right to continue participation in the group medical insurance plan, provided they pay the regular monthly premiums in advance.

ARTICLE 16: RIGHTS OF MEMBERS

A. PERSONAL LIFE

The personal life of a member is not an appropriate concern of the ESD except insofar as it adversely impacts the member's performance of ESD and State standards of performance and job responsibilities.

B. CRITICISM OF STAFF

All members are expected to act in a professional manner to address in private any concerns or complaints about any ESD or contracting District's members.

C. NON-DISCRIMINATION

The ESD shall not discriminate against any member based upon race, sex, sexual orientation, national origin, religion, marital status, age, or handicapping condition that does not prevent performance of bona fide occupational requirements. Members shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the ESD through representatives of their choosing.

The ESD shall not abridge any rights established under federal and state law for members to engage in political activities. Grievances brought under this Section C may be taken only to Level Two. Any further challenge shall be filed with the appropriate governmental agency or court, under the relevant laws and regulations.

D. DISCIPLINE

All reprimands and unpaid suspensions shall be for just cause and shall be subject to the grievance procedure. Dismissal and non-renewal of staff and evaluations are specifically excluded from this section.

E. DUE PROCESS

Due process rights shall be afforded the member in cases when discipline, dismissal, or non-renewal is being considered. Due process prior to ESD action includes the right to a statement of the charges or potential charges, a right to representation by the Association, and the right to respond to the charges to the member's supervisor or other designated administrator. Members also have the right to a full post-termination hearing, before the school board (in the case of probationary members) or through the Fair Dismissal Appeals process (after completing the probationary period) in case of non-renewal or dismissal, including the rights to give testimony, call and cross-examine witnesses.

F. REQUIRED MEETINGS OR HEARINGS

If a member is required to participate in an interview with a ESD representative in which the member's performance or behavior is being investigated, the member is entitled to representation by the Association. The ESD will advise the member of the purpose of the meeting before the meeting.

G. MEMBERS NOT COVERED BY FAIR DISMISSAL LAW

Members not covered by the Fair Dismissal Law will be provided rights to appeal any dismissal or non-renewal under the same procedures and standards of review and for the same reasons as if the member was TSPC licensed. Dismissed or non-renewed/non-extended members prior to the start of their fourth year with the ESD shall be provided a hearing before the school board under [ORS 332.544](#). Members who are dismissed, non-renewed, or non-extended after the completion of probation for the ESD shall be provided a hearing before an arbitrator under the standards and procedures applicable to the Fair Dismissal Appeals Board.

ARTICLE 17: COMPLAINT PROCEDURES

- A. Definition of Complaint. A complaint is a formal negative report or criticism of a member filed in a timely manner with the ESD by a parent, student, non-ESD building administrator, community member, or non-administrative ESD employee, and which includes a written demand for a sanction against the member.
- B. Complaint Procedure. If the ESD intends to make a complaint part of a member's personnel file, the following procedure shall be utilized within ten (10) ESD business days of receipt of the complaint:
 - 1. The member will be informed of the nature of the complaint in writing and, if the complaint is committed to writing by the complainant, will be given a copy of the written complaint.

2. After having been given notice of the complaint, the member may request and shall be granted a meeting with their supervisor to discuss the complaint. The member shall have the right of representation at any meeting or conference held as a part of the procedure for resolving complaints.
3. If a written complaint is not handled in accordance with this procedure, it will not be used in the member's evaluation and shall not be the basis of any subsequent action.
4. If a complaint has been thoroughly investigated and determined to be unfounded, no record of that complaint will be placed in the member's personnel file or used as the basis for disciplinary action.
5. All complaints put in the member's personnel file will be signed by the member and the member will have the right to attach a rebuttal.

ARTICLE 18: PROVISIONS RELATING TO STUDENTS

STUDENT DISCIPLINE

- A. At ESD sites within public or private school facilities, discipline procedures will be those of the building, adapted, if necessary, to be consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- B. At ESD programs not housed within other school sites, the staff will develop a student discipline procedure and implement it, consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- C. When, in the judgment of a member, after exhausting all appropriate classroom remedies, a student's behavior seriously disrupts the instructional program to the detriment of other students, the member will follow the site's established procedure or will contact their supervisor for assistance.
- D. Members shall be expected to attend to their students' disruptive behavior. Such behavior may necessitate leaving the classroom. In such cases, the member or the educational assistant may be utilized to monitor such occurrences.
- E. Members shall be expected to respond in a manner appropriate to a situation involving disruptive students not assigned to said member.
- F. Members, in the absence of negligence, shall not be responsible for damage caused by the acting out of disruptive students.

ARTICLE 19: MEMBER EVALUATION

A. PURPOSE

The purpose of the evaluation is to aid the member in making continued professional growth and to determine the member's performance of job responsibilities.

B. COMMITTEE TO REVIEW EVALUATION PROCEDURES

A joint committee of ESD Administrators and NWEA-appointed members shall convene at least every two (2) years to review and collaborate to make recommended changes to the [Evaluation Handbook](#). Each member shall annually receive a copy of the Handbook prior to the first evaluation observation. Evaluation procedures shall be consistent with ORS provisions, but will include a process for improvement and assistance.

C. PROCEDURE

The ESD will conduct member evaluation in accordance with [ORS 342.850](#). Each member shall receive a copy of the Evaluation Handbook prior to the first evaluation observation.

1. Performance of all members shall be evaluated in writing. Probationary members shall have multiple observations with an annual evaluation. Contract members shall be evaluated on a frequency determined by the evaluation procedure, which shall be specified in the Evaluation Handbook.
2. Evaluations of instructional performance shall be based on the supervisor's observation(s). The supervisor will provide written feedback to the member within fifteen (15) calendar days of an observation.
3. Any member whose competency or performance is determined to be in need of improvement shall be so notified in writing with the particular deficiencies identified prior to being considered for a program of assistance for improvement. Suggestions for improvement shall be given in writing.
4. For contract members who demonstrate deficiencies in work performance which are subject to improvement through assistance, a program of assistance for improvement will be done prior to dismissal or final non-extension action and shall be based on the listed statutory grounds for termination.
5. The written evaluation document will be given to the member in a meeting with the supervisor at which it is discussed. If the document is revised as a result of that meeting, the final evaluation document will be given to the member within ten (10) days of that meeting. The member will sign one copy of the evaluation document and return it to the supervisor, and will retain a copy for the member's records. In the event that the member feels that the evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel files.

ARTICLE 20: VACANCIES, ASSIGNMENTS AND TRANSFERS

A. DEFINITIONS

1. Vacancy shall mean an unfilled position for which no member returning from leave or layoff has been assigned.
2. Assignment shall mean the specific license-required services to be provided in a given location

and/or program.

- a. Location shall mean the county in which services are provided (members may be assigned to programs in more than one county).
 - b. Examples of "Program": Autism Spectrum Disorders services; Social Emotional School Programs (e.g. Levi Anderson, Cascade Academy, Pacific Academy, DTP); Deaf/Hard of Hearing programs (classrooms and itinerant services); Speech Language Pathology services; Vision services; AC/AT program; Early Intervention/Early Childhood Special Education (EI/ECSE) programs (includes home visits, classrooms, and community).
3. Member Initiated Transfer Request shall mean a requested change in assignment.
 4. ESD-Initiated Transfer shall mean:
 - a. Change of assignment initiated by NWRES D during the regular school year.
 - b. An assignment for the following year, made by May 1, from one program to another.

B. VACANCY

Whenever the ESD decides to fill a vacancy or new position in the bargaining unit during the scheduled school year, the ESD shall announce vacancies and new positions on the NWRES D website and online application system, and will notify the Association president in writing of the opening including a job description. Such vacancy or position shall not be filled before eight (8) calendar days have elapsed from the date of publication and posting. This posting requirement shall not apply to temporary positions.

C. ASSIGNMENT

1. All members shall be notified by May 1 of their tentative assignment for the following school year. In the event a change is made after May 1, the member shall be notified in writing of such a change.
2. The member's assignment calendar for the following school year shall be provided to each member not later than May 1. For members who work over the summer months, a tentative assignment calendar for the summer shall be provided not later than March 1. (The tentative assignment calendar for the summer of 2024 will be provided not later than March 15, 2024).
3. Members newly hired into the ESD shall be notified of their tentative assignment and work calendar for the following school year.
4. Upon request, the ESD will provide the Association a copy of the staffing agreements for outside contractors.

D. MEMBER-INITIATED TRANSFERS

1. The Board recognizes that it is desirable in making assignments to consider the interests, aspirations, and length of service of its employees.

2. A request by an employee for transfer to a different assignment when a vacancy exists shall be made in writing to the Human Resources Office.
3. The request shall set forth the reasons for transfer, the school, grade, or position sought, date of hire, and the member's academic and/or related job qualifications.

E. ESD-INITIATED TRANSFERS

1. ESD-initiated transfers may be required by changes in staffing needs for various reasons such as, but not limited to, program reconfiguration, staff realignment, changes in enrollment, and program requests from local school districts.
2. ESD-Initiated transfers may be full or partial transfers, and they may be permanent or temporary. In the event the ESD is contemplating one or more ESD-initiated transfers and prior to any final decision, it will notify the Association President. This notification will include the number and FTE of the positions considered for transfer, the location(s) of the positions being considered for transfer ("from" and "to"), and a brief explanation of the need for the contemplated transfer. The ESD will meet with the Association upon request to consider the following:
 - a. Alternatives to an ESD-initiated transfer;
 - b. Who may be subject to the contemplated transfer;
 - c. How the contemplated transfer will affect the workload of the staff to be transferred and for the staff remaining in the work unit;
 - d. The duration of the contemplated transfer, if temporary;
 - e. The effective date of the contemplated transfer;
 - f. Any other such matter(s) deemed appropriate under the circumstances.
3. Notice of an ESD initiated transfer will be given to the Association President and affected member as soon as possible. The transfer will be completed only after a meeting between the member, an Association representative, the supervisor, and the Chief Human Resources Officer or designee, at which time the member will be notified of the reason for the transfer.
4. Member(s) being transferred will be informed of all appropriate vacancies known at the time the transfer discussion is occurring. The member's desire to fill an appropriate vacancy shall be granted except in situations where layoff or district request has created a "hold" on a position.
5. No member will be transferred to a position outside of the member's licensure area.
6. Across County Transfers: Any member who has been subject to an ESD-initiated transfer across county lines in the past five (5) years will not be subject to another such ESD-initiated transfer.

7. If possible, the member being transferred will be given the opportunity to visit the new assignment prior to the start of the assignment.
8. When an ESD initiated transfer is necessary, a member's length of service in the ESD; licensure; residence; area of competence or major or minor field of study will be considered.
9. A member will not be subject to an ESD initiated transfer more than two (2) times in five (5) years. During layoff situations, this may not be avoidable.
10. The ESD will provide moving assistance for the member when moving their classroom supplies/materials to the new assignment. Assistance may include providing an additional or trade day to complete moving activities.
11. The member will be given priority consideration for future vacant positions for which they qualify and apply.
12. In the event an ESD-initiated transfer is necessary due to staffing shortages after the start of the school year, the transfer shall be considered temporary for a period ending not later than the end of the school year. The ESD will continue recruiting efforts for the transferred position.

F. TEMPORARY EMPLOYEE HIRE

1. Employees hired into an open position after the beginning of the school year are identified as "temporary employees". These temporary employees are represented by the Association.
2. Temporary employees who have been in a specific position for more than 90 work days and have received a positive performance review may be hired into the specific position held by that employee unless the position is to be filled by an employee returning from leave or a regular employee being reassigned to the position. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned, it will be posted.

ARTICLE 21: MISCELLANEOUS PROVISIONS

A. SEPARABILITY

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

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the ESD and an individual member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. PRINTING AGREEMENT

Copies of the ratified Agreement shall be provided by email to association members within thirty (30) days after the Agreement is signed. A link shall be provided to all newly hired members in the “welcome” correspondence from the HR office. New members shall be offered a printed copy at their new employee orientation meeting in the HR office. The Agreement shall be posted on the ESD's website for all members. Those members unable to access the ESD's website may request a printed copy from the HR Department.

D. NO-STRIKE/NO LOCKOUT CLAUSE

The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate in joining in any strike, work stoppage, slowdown, or any other restriction of work during the term of this Agreement. This provision shall not apply to disputes arising out of bargaining obligations under ORS 243.698 (Expedited Bargaining Process) or ORS 243.702 (Renegotiation of Invalid Provisions).

The ESD will not lockout members during the terms of this Agreement.

ARTICLE 22: DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2023, and shall remain in effect through June 30, 2026.

In witness whereof, the Association has caused this Agreement to be signed by its President and the District has caused this Agreement to be signed by its Board Chairperson, attested by its Clerk.

For the Northwest Education Association:

Ginger Gamboa

[Ginger Gamboa \(Apr 10, 2024 17:36 PDT\)](#)

Ginger Gamboa, Co-President

04/10/2024

Date

Vanessa Hernandez

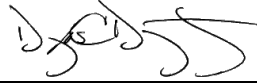
[Vanessa Hernandez \(Apr 9, 2024 13:08 PDT\)](#)

Vanessa Hernandez, Co-President

04/09/2024

Date

For the Northwest Regional ESD



Doug Dougherty, District Board Chair

04/08/2024

Date

APPENDIX A – LICENSED SALARY SCHEDULE

2023-2024 – 190 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		50,015.26	51,265.65	52,547.29	53,860.97
2	1	\$ 52,265.95	\$ 53,572.60	\$ 54,911.91	\$ 56,284.71
3	2	\$ 54,487.25	\$ 55,849.44	\$ 57,245.67	\$ 58,676.81
4	3	\$ 56,802.96	\$ 58,223.04	\$ 59,678.61	\$ 61,170.58
5	4	\$ 59,217.09	\$ 60,697.52	\$ 62,214.95	\$ 63,770.33
6	5	\$ 61,585.77	\$ 63,125.42	\$ 64,703.55	\$ 66,321.14
7	6	\$ 64,049.20	\$ 65,650.43	\$ 67,291.69	\$ 68,973.99
8	7	\$ 66,611.17	\$ 68,276.45	\$ 69,983.36	\$ 71,732.94
9	8	\$ 69,109.09	\$ 70,836.82	\$ 72,607.74	\$ 74,422.93
10	9	\$ 71,700.68	\$ 73,493.20	\$ 75,330.53	\$ 77,213.79
11	10	\$ 74,389.46	\$ 76,249.19	\$ 78,155.42	\$ 80,109.31
12	11	\$ 76,249.20	\$ 78,917.91	\$ 80,890.86	\$ 82,913.13
13	12		\$ 81,680.04	\$ 83,722.04	\$ 85,815.09
14	13		\$ 84,130.44	\$ 86,233.70	\$ 88,389.55
15	14		\$ 86,233.70	\$ 88,389.55	\$ 90,599.28
16	15			\$ 90,599.28	\$ 92,864.27
	16			\$ 92,864.26	\$ 95,185.88

2023-2024 – 210 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		55,280.02	56,662.03	58,078.58	59,530.55
2	1	\$ 57,767.63	\$ 59,211.82	\$ 60,692.11	\$ 62,209.42
3	2	\$ 60,222.75	\$ 61,728.33	\$ 63,271.53	\$ 64,853.32
4	3	\$ 62,782.22	\$ 64,351.78	\$ 65,960.57	\$ 67,609.59
5	4	\$ 65,450.47	\$ 67,086.73	\$ 68,763.89	\$ 70,483.00
6	5	\$ 68,068.48	\$ 69,770.20	\$ 71,514.45	\$ 73,302.31
7	6	\$ 70,791.22	\$ 72,561.00	\$ 74,375.03	\$ 76,234.41
8	7	\$ 73,622.87	\$ 75,463.44	\$ 77,350.03	\$ 79,283.78
9	8	\$ 76,383.73	\$ 78,293.33	\$ 80,250.66	\$ 82,256.92
10	9	\$ 79,248.12	\$ 81,229.33	\$ 83,260.06	\$ 85,341.56
11	10	\$ 82,219.93	\$ 84,275.42	\$ 86,382.31	\$ 88,541.87
12	11	\$ 84,275.43	\$ 87,225.06	\$ 89,405.69	\$ 91,640.83
13	12		\$ 90,277.94	\$ 92,534.89	\$ 94,848.26
14	13		\$ 92,986.28	\$ 95,310.93	\$ 97,693.71
15	14		\$ 95,310.93	\$ 97,693.71	\$ 100,136.05
16	15			\$ 100,136.05	\$ 102,639.46
	16			\$ 102,639.45	\$ 105,205.45

2023-2024 – 220 Day Calendar

OLD STEP	NEW STEP	BA+0	BA+30	MA+0	MA+45
1		-\$57,912.41	-\$59,360.23	-\$60,844.23	-\$62,365.33
2	1	\$60,518.47	\$62,031.43	\$63,582.21	\$65,171.77
3	2	\$63,090.50	\$64,667.77	\$66,284.46	\$67,941.57
4	3	\$65,771.85	\$67,416.15	\$69,101.55	\$70,829.09
5	4	\$68,567.16	\$70,281.34	\$72,038.36	\$73,839.33
6	5	\$71,309.84	\$73,092.59	\$74,919.90	\$76,792.90
7	6	\$74,162.23	\$76,016.29	\$77,916.69	\$79,864.62
8	7	\$77,128.72	\$79,056.94	\$81,033.36	\$83,059.19
9	8	\$80,021.05	\$82,021.58	\$84,072.12	\$86,173.92
10	9	\$83,021.84	\$85,097.39	\$87,224.82	\$89,405.44
11	10	\$86,135.16	\$88,288.54	\$90,495.75	\$92,758.15
12	11	\$88,288.55	\$91,378.63	\$93,663.10	\$96,004.68
13	12		\$94,576.89	\$96,941.31	\$99,364.84
14	13		\$97,414.19	\$99,849.55	\$102,345.79
15	14		\$99,849.55	\$102,345.79	\$104,904.43
16	15			\$104,904.43	\$107,527.05
	16			\$107,527.04	\$110,215.23

2024-2025 – 192 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$ 54,356.59	\$ 55,715.50	\$ 57,108.39	\$ 58,536.10
2	\$ 56,666.74	\$ 58,083.42	\$ 59,535.50	\$ 61,023.88
3	\$ 59,075.08	\$ 60,551.96	\$ 62,065.75	\$ 63,617.40
4	\$ 61,585.77	\$ 63,125.42	\$ 64,703.55	\$ 66,321.14
5	\$ 64,049.20	\$ 65,650.44	\$ 67,291.69	\$ 68,973.99
6	\$ 66,611.17	\$ 68,276.45	\$ 69,983.36	\$ 71,732.95
7	\$ 69,275.62	\$ 71,007.51	\$ 72,782.69	\$ 74,602.26
8	\$ 71,873.45	\$ 73,670.29	\$ 75,512.05	\$ 77,399.85
9	\$ 74,568.71	\$ 76,432.93	\$ 78,343.75	\$ 80,302.34
10	\$ 77,365.04	\$ 79,299.16	\$ 81,281.64	\$ 83,313.68
11	\$ 80,459.64	\$ 82,074.63	\$ 84,126.49	\$ 86,229.66
12		\$ 84,947.24	\$ 87,070.92	\$ 89,247.69
13		\$ 87,495.66	\$ 89,683.05	\$ 91,925.13
14		\$ 90,995.49	\$ 91,925.13	\$ 94,223.25
15			\$ 94,223.25	\$ 96,578.84
16			\$ 97,992.18	\$ 100,441.99

2024-2025 – 210 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$ 59,452.52	\$ 60,938.83	\$ 62,462.30	\$ 64,023.86
2	\$ 61,979.25	\$ 63,528.74	\$ 65,116.95	\$ 66,744.87
3	\$ 64,613.37	\$ 66,228.71	\$ 67,884.41	\$ 69,581.53
4	\$ 67,359.44	\$ 69,043.43	\$ 70,769.51	\$ 72,538.75
5	\$ 70,053.81	\$ 71,805.17	\$ 73,600.29	\$ 75,440.30
6	\$ 72,855.97	\$ 74,677.37	\$ 76,544.30	\$ 78,457.91
7	\$ 75,770.21	\$ 77,664.46	\$ 79,606.07	\$ 81,596.22
8	\$ 78,611.59	\$ 80,576.88	\$ 82,591.30	\$ 84,656.09
9	\$ 81,559.53	\$ 83,598.52	\$ 85,688.48	\$ 87,830.68
10	\$ 84,618.01	\$ 86,733.46	\$ 88,901.79	\$ 91,124.34
11	\$ 88,002.73	\$ 89,769.13	\$ 92,013.35	\$ 94,313.69
12		\$ 92,911.04	\$ 95,233.82	\$ 97,614.66
13		\$ 95,698.38	\$ 98,090.84	\$ 100,543.11
14		\$ 99,526.31	\$ 100,543.11	\$ 103,056.68
15			\$ 103,056.68	\$ 105,633.11
16			\$ 107,178.95	\$ 109,858.43

2024-2025 – 220 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$62,283.59	\$63,840.68	\$65,436.70	\$67,072.61
2	\$64,930.64	\$66,553.92	\$68,217.76	\$69,923.20
3	\$67,690.20	\$69,382.45	\$71,117.01	\$72,894.94
4	\$70,567.03	\$72,331.21	\$74,139.48	\$75,992.97
5	\$73,389.71	\$75,224.46	\$77,105.06	\$79,032.70
6	\$76,325.30	\$78,233.43	\$80,189.27	\$82,194.01
7	\$79,378.31	\$81,362.77	\$83,396.83	\$85,481.76
8	\$82,354.99	\$84,413.87	\$86,524.22	\$88,687.33
9	\$85,443.31	\$87,579.40	\$89,768.88	\$92,013.10
10	\$88,647.44	\$90,863.62	\$93,135.21	\$95,463.59
11	\$92,193.34	\$94,043.85	\$96,394.94	\$98,804.82
12		\$97,335.38	\$99,768.76	\$102,262.98
13		\$100,255.44	\$102,761.83	\$105,330.88
14		\$104,265.66	\$105,330.88	\$107,964.14
15			\$107,964.14	\$110,663.25
16			\$112,282.71	\$115,089.78

2025-2026 – 192 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$56,530.85	\$57,944.12	\$59,392.73	\$60,877.54
2	\$58,933.41	\$60,406.76	\$61,916.92	\$63,464.84
3	\$61,438.08	\$62,974.04	\$64,548.38	\$66,162.10
4	\$64,049.20	\$65,650.44	\$67,291.69	\$68,973.99
5	\$66,611.17	\$68,276.46	\$69,983.36	\$71,732.95
6	\$69,275.62	\$71,007.51	\$72,782.69	\$74,602.27
7	\$72,046.64	\$73,847.81	\$75,694.00	\$77,586.35
8	\$74,748.39	\$76,617.10	\$78,532.53	\$80,495.84
9	\$77,551.46	\$79,490.25	\$81,477.50	\$83,514.43
10	\$80,459.64	\$82,471.13	\$84,532.91	\$86,646.23
11	\$83,678.03	\$85,357.62	\$87,491.55	\$89,678.85
12		\$88,345.13	\$90,553.76	\$92,817.60
13		\$90,995.49	\$93,270.37	\$95,602.14
14		\$94,635.31	\$95,602.14	\$97,992.18
15			\$97,992.18	\$100,441.99
16			\$101,911.87	\$104,459.67

2025-2026 – 210 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$61,830.62	\$63,376.38	\$64,960.80	\$66,584.81
2	\$64,458.42	\$66,069.89	\$67,721.63	\$69,414.67
3	\$67,197.90	\$68,877.86	\$70,599.79	\$72,364.80
4	\$70,053.81	\$71,805.17	\$73,600.29	\$75,440.30
5	\$72,855.97	\$74,677.38	\$76,544.30	\$78,457.91
6	\$75,770.21	\$77,664.46	\$79,606.07	\$81,596.23
7	\$78,801.01	\$80,771.04	\$82,790.31	\$84,860.07
8	\$81,756.05	\$83,799.95	\$85,894.95	\$88,042.33
9	\$84,821.91	\$86,942.46	\$89,116.02	\$91,343.91
10	\$88,002.73	\$90,202.80	\$92,457.87	\$94,769.31
11	\$91,522.85	\$93,359.90	\$95,693.88	\$98,086.24
12		\$96,627.49	\$99,043.18	\$101,519.25
13		\$99,526.32	\$102,014.47	\$104,564.84
14		\$103,507.37	\$104,564.84	\$107,178.95
15			\$107,178.95	\$109,858.43
16			\$111,466.11	\$114,252.76

2025-2026 – 220 Day Calendar

STEP	BA+0	BA+30	MA+0	MA+45
1	\$64,774.93	\$66,394.30	\$68,054.17	\$69,755.51
2	\$67,527.87	\$69,216.08	\$70,946.47	\$72,720.13
3	\$70,397.80	\$72,157.75	\$73,961.69	\$75,810.74
4	\$73,389.71	\$75,224.46	\$77,105.06	\$79,032.70
5	\$76,325.30	\$78,233.44	\$80,189.27	\$82,194.01
6	\$79,378.31	\$81,362.77	\$83,396.83	\$85,481.77
7	\$82,553.44	\$84,617.28	\$86,732.71	\$88,901.03
8	\$85,649.20	\$87,790.43	\$89,985.19	\$92,234.82
9	\$88,861.05	\$91,082.58	\$93,359.64	\$95,693.62
10	\$92,193.34	\$94,498.17	\$96,860.63	\$99,282.14
11	\$95,881.08	\$97,805.61	\$100,250.73	\$102,757.02
12		\$101,228.79	\$103,759.52	\$106,353.50
13		\$104,265.67	\$106,872.30	\$109,544.12
14		\$108,436.29	\$109,544.12	\$112,282.71
15			\$112,282.71	\$115,089.78
16			\$116,774.02	\$119,693.37

