

July 1, 2020 – June 30, 2023

AGREEMENT

Between the

NORTHWEST EDUCATION

ASSOCIATION

and

NORTHWEST REGIONAL

EDUCATION SERVICE DISTRICT



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PREAMBLE

This Agreement is made and entered into by and between the Northwest Education Association, hereinafter called the "Association", and the Board of Directors on behalf of the Northwest Regional Education Service District, hereinafter called the "District". The Association is affiliated with the Oregon Education Association and the National Education Association.

ARTICLE 1: RECOGNITION

The District 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 professional employees of the District, excluding supervisors, 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 District 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 Public Employee Collective Bargaining Act.

- 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 District 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.
- C. 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 District 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 District, which are contrary to its terms. This Agreement contains the complete and total agreement between the parties. The District 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 District 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 District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and 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 District facilities;
10. Determination of the financial policies and procedures of the District, including accounting and public relations procedures;
11. Determination of the size, configuration and functions of the management of the District;
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 District 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 District 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 District's workdays, computed based on the program calendar of the aggrieved member (EI/ECSE or NWRES D 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 District'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 District working hours for

Levels One and Two. Level Three shall be considered at regular or special District 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 District 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 District

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.

6. Level Four – Arbitration

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

- a. If the aggrieved person 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 District hearing in Level Three, the grievant may request that the Association submit the grievance to arbitration. If the Association elects to do so, it must give the District 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 District 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 District in any matter not specifically contracted away by the District. The decision of the arbitrator shall be submitted to the District 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 District 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 District 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 District 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 fifteen (15) 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 District 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 District equipment that is generally available to unit members at their work sites, including computers, duplicating equipment, calculating machines, district e-mail for notification and scheduling of meetings and other types of audio-visual and telecommunications equipment, at reasonable times when such equipment is not otherwise in use. 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. Other than arranging use of ESD facilities for unit meetings, scheduling and announcing Association meetings and for arranging meetings with District management, the District electronic mail and internet are not to be used for Association business without specific advance approval of the superintendent or designee.

C. USE OF DISTRICT FACILITIES

Facilities in District 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 District operations, do not cause additional expense to the District (excluding utility costs), do not create additional security problems and arrangements are made with the appropriate manager 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 service center.

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 ten (10) 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 District shall be released from their regular duties without loss of salary if the District agrees to schedule a negotiation session or grievance meeting during the workday.

G. MAIL FACILITIES AND MAILBOXES

The president and representatives of the Association may use the District 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 District or administration. The administrator may require that particular notice or communications not be available to students, the public, or employees of the District who are not in the bargaining unit. The Association shall hold the District harmless and shall defend the District against all charges and complaints arising out of the Association's use of District 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 District agrees to release the Association President from regular duties without loss of salary for the equivalent of two days per month on a schedule that is mutually agreeable to the District and the Association. Upon request of the Association, other Association Officers may be granted access to this leave, with the approval of the District. The District's approval shall not be unreasonably withheld. The cost of a substitute will be shared by the Association and the District. This release time shall be for the purpose of contract administration and maintenance, including handling grievances and negotiations related duties. The District will provide a convenient office space, phone accessibility, and mail pickup and delivery during scheduled office hours for the Association President. The District 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.

ARTICLE 6: WORKING CONDITIONS

A. LABOR MANAGEMENT COMMITTEE

Representatives of NWEA and NWRESD 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 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 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. Planning and preparation time is time during the work day for instructional planning and preparation for the individual member's professional assignment. The member and the Department Director shall determine and schedule the amount of time necessary for prep time. NWRESD will annually review with all Administrators the contractual requirements associated with prep time. LaborManagement 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 administration will initiate and schedule the meetings required in this paragraph. The meetings will take place by the end of September of each year and also after a schedule change or reassignment. 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. Unless the member and supervisor agree to a different schedule, a full-time member will have a minimum of 300 minutes per five-day week of prep time during the regular eight-hour day. Reasonable efforts will be made to schedule prep time in blocks of at least thirty (30) minutes. 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.

3. 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.
4. 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.
5. 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 on a long term basis, which is defined for the purposes of this article as 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.

C. WORK YEAR

1. The normal contract 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). However, depending on District needs, teaching 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 schedule in Appendix A is based on a 190 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 District'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 District 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

a collaborative discussion process with the Association and affected employees about the reasons for the change and the impact on the employees.

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 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 District may arrange for an alternate work location to which the affected employee may be required to report. The District 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 local district or the District.
7. 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.

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) unpaid 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 District'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 District pursues a member for the position.

ARTICLE 7: FILES

- A. Each employee 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 District. Upon request, the employee shall be given a copy of any documents contained in the personnel file. One representative of the Association may, at the employee's request, accompany the employee in their review. Each employee's personnel file subject to review shall contain the following minimum items of information:
 - 1. All employee evaluation reports.
 - 2. Copy of the member's license.
 - 3. Transcript of academic records where issued.
 - 4. District recommendation for contract status.
- B. No evaluation, complaint, or written record of disciplinary action shall be placed in the file until the employee 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 employee 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 District 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 District 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 in statute as the employee's:
 - i. Spouse or same-gender domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
 - iii. Child, step-child, or child of employee's same-gender 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 immediate family. This includes:
 - a. member's spouse/domestic partner (same or opposite sex)
 - 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
 - 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
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 same-gender domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
 - iii. Child, step-child, or child of employee's same-gender 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, and must be completed within 60 days of the date the employee learned of the death. 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. INJURY ON DUTY

1. 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 District 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.

D.

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 District, the District's Board members, or the District'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 District, 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.

Personal leave may not be used in connection with a second business or income or, except in emergency situations, 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 for one of the prohibited purposes or 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.

H. PROFESSIONAL LEAVE

1. Attendance at professional meetings, workshops, and institutions, and visitations to exemplary programs and projects scheduled during working hours or non-working hours and considered of importance is encouraged. Employees will submit the completed leave request to the Chief Human Resources Officer on the form prescribed by the District. Prior approval by the program administrator and Chief Human Resources Officer shall be required for both attendance and reimbursement. Personnel using professional leave at the expense of the District shall present a complete report of all activities when requested to do so. Funding for professional leave is limited as stated in Article 10.

ARTICLE 9: UNPAID LEAVES OF ABSENCE

A. GENERAL

1. Application for unpaid leave should be submitted to the Chief Human Resources Officer.
2. Upon written application on the approved District form, unpaid leaves may be granted by the District for up to one year. Application must be received by the Human Resources Office by the end of March for a planned, non-medical leave in the subsequent school year.
3. An unpaid leave of absence may be granted for the following reasons: participation in federal or international programs (i.e., Peace Corps, teacher/job corps), military leave, professional study, personal, family, or medical (under OFLA or FMLA), governmental service/professional leadership (i.e., elective or appointive positions within government or professional organizations.)
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 District 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 District following an unpaid leave shall be reassigned to his/her former position or to an equivalent or other appropriate assignment to be determined by the District.
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 District be responsible to provide any 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.
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 District.

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 District 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 PSU graduate rate.
 - 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 up to the value of one graduate credit at the PSU rate. These additional expenses do not include the increased amount of a credit at an institution that charges greater than the PSU graduate rate for their credits.
 - 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 District members may apply for reimbursement for college classes that are directly related to current position and clearly indicate a benefit to the District and to the member as determined by the District. Less than full-time (.5 to .99 FTE) District members may apply for reimbursement on a prorated basis reflective of their term of employment with the District. 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 District the subsequent year. The District may deny reimbursement for summer tuition should the member resign and not return to the District 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.
6. Tuition costs will be limited to the value of the applicable credit hour graduate tuition rate as determined by Portland State University at the time of registration.
7. Tuition reimbursement may be approved for greater than the value of the applicable PSU rate, or more credits approved, upon approval by Superintendent and the Labor Management team to assist the agency in training licensed staff for difficult to fill positions and/or positions to meet program needs.

B. REQUIRED COURSE WORK

1. Beyond the professional development reimbursement program, if the District directs a member or members to take specific course work, the District shall provide 100 percent 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.

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. 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.
3. The District will budget the following for Professional Development: \$60,000 in 2020-21; \$65,000 in 2021-22; \$70,000 in 2022-23.
4. Members are entitled to \$500 in approved workshop expenses, including mileage, until the fund is exhausted. Members may ask for special consideration for conferences that exceed \$500 by mutual agreement of labor and management.

5. The District will provide an accounting of the fund to the Association President in January and July.
6. Labor-Management may meet to address exceptions to the use of conference funds to address a special circumstance or needs.

D. SPEECH/LANGUAGE & SCHOOL PSYCHOLOGIST LICENSING

1. Speech Language Pathologists who desire ASHA certification shall have their ASHA dues paid by the District.
2. School psychologists are eligible to receive the same amount in reimbursement if they are required to obtain a license not already held in order to perform Medicaid billing.

E. MEDICALLY FRAGILE STUDENTS

1. 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 work to drive personal automobiles will receive an allowance equal to the mileage rate recognized by IRS. Mileage shall be paid for actual mileage driven 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. The home base shall be a single designated regional office and/or classroom starting point. 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 s/he may request the Superintendent review the home base. A form for such review shall be developed annually by a labor-management committee.

ARTICLE 12: INSURANCE BENEFITS

A. TYPES OF COVERAGE

1. Medical/Dental/Vision

- a. Effective October 1, 2020, for each eligible full-time member the District 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 2020-21 insurance year (October 1, 2020 through September 30, 2021), the District shall contribute \$ \$1,348 per month, as necessary to pay the premium cost. For the 2021-22 insurance year, the District shall contribute \$1,423 per month, as necessary to pay the premium cost. For the 2022-23 insurance year, the District shall contribute \$1,498 per month, as necessary to pay the premium cost. The employee will pay any additional necessary medical premium, dental and/or vision premium by payroll deduction.
- c. Based on data from October 1, 2020 to April 15, 2021, NWEA and NWRES D will project the estimated balance of the pool as of September 30, 2021, the end 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 the 2021-22 insurance year. This shall be negotiated along with cola for 2021-22 and 2022-23 in the spring of 2021.
- d. Based on data from October 1, 2021 to April 15, 2022, NWEA and NWRES D will project the estimated balance of the pool as of September 30, 2022, the end of the plan year. If the balance is projected to be less than \$250,000, this will trigger an economic reopener for Insurance Benefits only for the 2022-23 insurance year. This shall be negotiated in the spring of 2022.
- e. The application of the District insurance contribution and the implementation of the pooling method for each insurance year shall be developed by the Insurance Committee (1d below). The distribution of the pool and insurance selection incentives shall be prepared and attached to this document as an Appendix upon completion.
- f. The Association will appoint representatives to a joint labor/management insurance committee, to review all plans approved by OE B B for the next school year. Members of the committee will then report all relevant information to the Association. The Association, in partnership with the District will determine the members rate schedules and medical, vision and dental plans offered for the next school year.
- g. Employees eligible for a District 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 OE B B. 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.

- h. The difference between the "opt out" contribution and the District 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 District.

- a. In the event there is no successor agreement, the District'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 District 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 District. 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 2020-21, is attached as Appendix A. The salary schedule for the 2020-21 work year reflects a 1.85% cost of living increase over the 2019-20 salary schedule. The cost of living increase to the salary schedules for the 2021-22 and 2022-23 school years shall be negotiated in the spring of 2021. The parties agree to begin such negotiations by April 15, 2021.

Members employed by the District .5 FTE and above will be eligible for step movement, excluding temporary employees working less than 135 days in the school year. Step movement for 2020-21, 2021-22, and 2022-23 , shall be granted.

- A. Pursuant to [ORS 243.712](#)(d), step increases on the salary schedule are not "status quo" conditions.
- B. The individual P.E.R.S. contribution of 6 percent shall be paid by members through a payroll deduction from pre-tax dollars.
- C. **Placement on the Salary Schedule**
 - 1. Members newly hired during the term of this Agreement may be given full credit for up to thirteen (13) years previous licensed/teaching experience. In unusual circumstances, the Superintendent may grant additional credit. 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 meet the following requirement and be approved by the supervisor and Chief Human Resources Officer in advance of registration:
 - a. Graduate level college credit courses directly related to the teaching/professional (School Psychologists, Speech Pathologists, etc.) assignment.
 - 3. The District 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 prior to September 1 entitling them to such movement. The member shall submit appropriate proof of completed course work to the Superintendent by October 1 to be eligible for movement, except when the delay in proof is not the fault of the member.

H. Second 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 language is a benefit in providing quality educational services to our diverse student population.
2. Annually, the District shall look at home language data from the 20 districts in the NWRESA service area to determine the three most spoken languages other than English. Data for 2019-20 school year reflects that Spanish, Chinese, and Vietnamese are the three most spoken languages in our region.
3. NWEA members who are determined to be proficient in any of the identified three languages shall receive a stipend of \$1000 in addition to their regular annual salary.
4. Proficiency shall be determined by a standardized test, arranged by the HR office and conducted by a qualified assessment service provider. Members who speak one of the three identified languages shall request a proficiency test by September 1 annually.
5. For 2020-21 this \$1000 stipend shall be paid in the October paycheck to allow time for identification of members and for the conducting of proficiency testing. In subsequent years, this shall be the September paycheck annually.
6. Once proficiency is established for any member, assessment is not required annually.

ARTICLE 14: PAYROLL DEDUCTIONS

A. The District will deduct employee premiums for insurance coverage from the monthly salaries of members. In addition, the District 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 NWRESA.
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. Direct deposit to a bank or credit union is available to any member.

D. 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 District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.
2. An Employee 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 District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following notification.
3. Dues deducted shall be transmitted to the Association within five (5) working days of deduction.

ARTICLE 15: LAYOFF AND RECALL

- A. The District shall determine when a layoff is necessary and which program areas shall be affected. When a layoff occurs, the District 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 District 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.
- D. Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District 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 District will consider the ability and willingness of the senior member who holds the appropriate license to satisfy the competence standard by upgrading his or her skills within a reasonable time. Merit shall be determined primarily by the member's current District 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 District or any of its predecessors inclusive of approved leaves of absence.

RECALL PROCEDURE

- A. 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 District wishes to use the merit and/or competence exceptions of [ORS 342.934](#).
- B. 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.

- C. 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.
- D. 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.
- E. 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 District. 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 District's notice of recall if that district is not willing to immediately release the member.
- F. 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 EMPLOYEES

A. PERSONAL LIFE

The personal life of a member is not an appropriate concern of the District except insofar as it adversely impacts the member's performance of District 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 District 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 District through representatives of their choosing.

The District 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 District 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.

G. REQUIRED MEETINGS OR HEARINGS

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

H. 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 members prior to the start of their fourth year with the District shall be provided a hearing before the school board under [ORS 332.544](#). Dismissed members who have worked four (4) years or more for the District 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 District by a parent, student, non-District building administrator, community member, or non-administrative District employee, and which includes a written demand for a sanction against the member.
- B. Complaint Procedure. If the District intends to make a complaint part of an member's personnel file, the following procedure shall be utilized within ten (10) District 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 District 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 District 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 District Administrators and NWEA appointed members shall collaborate to make a recommendation to the Board regarding member [evaluation handbook](#). Each member shall receive a copy of the instrument 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 District will conduct member evaluation in accordance with [ORS 342.850](#). Each member shall receive a copy of the instrument 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.
2. Evaluations of instructional performance shall be based, among other factors, on the supervisor's personal observation. The supervisor will provide feedback to the member within fifteen (15) calendar days of an observation, or within another time frame mutually agreed to by the supervisor and member.
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. 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-renewal 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; Department of Schools 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. District Initiated Transfer shall mean:
 - a. Change of assignment initiated by NWRESA during the regular school year.
 - b. An assignment for the following year, made by June 10, from one program to another or to a different county.

B. VACANCY

Whenever the District decides to fill a vacancy or new position in the bargaining unit during the scheduled school year, the District shall announce vacancies and new positions on the NWRESA 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 June 10 of their tentative assignment and work calendar for the following school year. In the event a change is made after June 10, the member shall be notified in writing of such a change.
2. Members newly hired into the District shall be notified of their tentative assignment and work calendar for the following school year.

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. DISTRICT INITIATED TRANSFERS

1. District 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. Notice of a district 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, the supervisor, and the Chief Human Resources Officer or designee, at which time the member will be notified of the reason for the transfer.
3. 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.
4. No employee will be transferred to a position outside of the member's licensure area.
5. If possible, the member being transferred will be given the opportunity to visit the new assignment prior to the start of the assignment.
6. When a District initiated transfer is necessary, a member's length of service in the District; licensure; residence; area of competence or major or minor field of study will be considered.
7. A member will not be subject to a district initiated transfer more than three times in two years. During layoff situations, this may not be avoidable.
8. The District 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.
9. The member will be given consideration for future vacant positions for which they qualify and apply.

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 or any application of this Agreement to any member or group of members is held to be contrary to the law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the District 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 District's website for all members. Those members unable to access the District's website may request a printed copy from the HR Department.

D. NO-STRIKE 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.

ARTICLE 22: DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2020, and shall remain in effect through June 30, 2023.

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.

NORTHWEST REGIONAL E.S.D BOARD OF DIRECTORS

By Lisa Poehlitz, NWRES Board Chair

Date

Dan Goldman , Superintendent

Date

NORTHWEST EDUCATION ASSOCIATION

By Sarah Andrews, President

Date

APPENDIX A