

Collective Bargaining Agreement



Serving the School Communities of Hood River and Wasco Counties

Columbia Gorge Education Service District

and

Columbia Gorge ESD Education Association

July 1, 2021 – June 30, 2023

Table of Contents

Preface.....	Page 1
Article I - Recognition.....	Page 1
Article 2 - Management Rights.....	Pages 1-2
Article 3 - Association Rights.....	Pages 2-3
Article 4 - Discipline/Dismissal.....	Pages 3-4
Article 5 - Compensation.....	Pages 4-7
Article 6 - Insurance.....	Pages 7-8
Article 7 - Layoff.....	Pages 9-11
Article 8 - Personnel Files.....	Page 11
Article 9 - Work Year.....	Pages 11-12
Article 10 - Leaves & Holidays.....	Pages 12-15
Article 11 - Dues and Payroll Deductions.....	Pages 15-16
Article 12 - Continuity of Employment.....	Page 16
Article 13 - Funding.....	Page 16
Article 14 - Interim Bargaining.....	Page 17
Article 15 - Employee Evaluations.....	Pages 17-18
Article 16 - Grievance Procedure.....	Pages 18-19
Article 17 - Complaint Procedures.....	Pages 19-20
Article 18 - Tuition Reimbursement.....	Page 20
Article 19 - Miscellaneous.....	Page 21
Article 20 - Labor Relations Committee.....	Page 21
Article 21 - Execution of Agreement.....	Page 22

Appendix A-1 Licensed Salary for (2021-22) & (2022-23).....	Page 23
Appendix A-2 & A-3 Classified & Exempt Salary 2021-22.....	Page 24
Appendix A-2 & A-3 Classified & Exempt Salary 2022-23.....	Page 25

Preface

This agreement is entered into this 15th day of September 2021, by and between the Columbia Gorge Education Service District Education Association, hereafter called the “Association”, affiliated with the Oregon Education Association and the National Education Association, and the Columbia Gorge Education Service District, Wasco County, Oregon, hereafter called the “District” or the “Board”.

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

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

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

Article 1 – Recognition

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

B. Exclusions

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

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

Article 2 – Management Rights

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

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

Article 3 – Association Rights

- A. Association Leave
1. The Association shall be granted ten (10) days of Association leave with pay per year. The Association shall pay the cost of the substitute.
- B. Right to Information
1. The District agrees to provide, upon request, statutorily mandated information necessary to function as the exclusive bargaining representative.
 2. By October 1 of each year, the District shall provide to the Association a list of each employee in the bargaining unit (active members, fee payers, and non-members) that includes first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, and residential phone number. For every bargaining unit member hired after October 1, The District shall provide such information within thirty (30) days of hire.
- C. Right to Use of Facilities
1. District buildings may be used for Association meetings at reasonable times provided there is no conflict in scheduling such use and provided the Association reimburses the District for reasonable costs incurred.

2. Association-designated representatives shall be allowed to conduct Association business inside District work locations, provided that the business does not occur during student contact time, does not interfere with District operations and provided that the representative notifies the office of their presence. Association representatives employed by the District shall conduct union business (other than incidental interactions and meetings with administrators) during non-duty times.

D. Equipment

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

E. New Hires

1. The District shall notify the Association President of new hires at least one week prior to New Member Orientation (or a new employee's first day of work if no orientation is scheduled).
2. The Association shall be given up to one (1) - hour of time during the orientation meeting for new employees. If no formal orientation is offered to new hires, the Association shall be allowed one (1) - hour of work time to orient new employees to the Association.

F. Staff Meetings

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

Article 4 – Discipline/Dismissal

A. Definitions

1. Probationary classified employee: classified employees who have worked 180 consecutive calendar days or less.
2. Probationary Licensed Employee: (Both TSPC and Non-TSPC Licensed Employees) A licensed employee who has worked less than 3 years.
3. Probationary Teacher: any licensed teacher who is not a contract teacher in accordance with Oregon Law.

B. This Article Does Not Apply To

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

C. Association and Board Agreements

1. The right of the Board to establish and enforce reasonable rules and regulations not in conflict with this Agreement and to discipline bargaining unit members. No bargaining unit member shall be disciplined without due process.

2. For the purpose of this Article, due process shall consist of notice of the violation(s), information forming the basis for disciplinary action and an opportunity to discuss the matter with the bargaining unit member's supervisor within five (5) workdays of notice of the violation(s) and an opportunity to have a hearing before the Board of Directors where the reasonableness of the actions shall be reviewed.
3. The District shall inform employees of performance and conduct expectations as outlined in job description and Board policy.
4. Prior to discipline, the District shall investigate alleged misconduct. The investigation shall be conducted fairly, and any discipline shall be based on evidence obtained during the investigation.
5. The District shall apply rules equitably and reasonably and must prove the alleged offense occurred and follow progressive discipline, with the understanding that some offenses are so severe that progressive discipline is not necessary.

D. Right to Representation

1. An employee shall have the right to have an Association representative present at any investigatory interview with their supervisor or the Board, which they reasonably believe the findings might result in disciplinary action. If the employee requests representation, they shall be given reasonable time to secure such representation.
2. Written reasons for suspension or termination shall be furnished by the District.

Article 5 – Compensation

A. Salary Schedule

1. The basic salaries of bargaining unit members covered by this Agreement shall be set forth in and increased accordingly: Longevity Steps for A-2 are removed effective July 1, 2021.
 - a) Appendix A-1 Licensed - 4% on Salary for 21-22 and 4% on Salary for 22-23.
 - b) Appendix A-2 Classified - 4% on Salary for 21-22 and 4% on Salary for 22-23.
 - c) Appendix A-3 Exempt Technology Staff - 4% on Salary for 21-22 and 4% on Salary for 22-23.
2. Staff receiving a Pay Differential must meet the Language Proficiency Requirements established by the District. A 3% bilingual differential, based on the employee's current salary, shall be paid to employees who work in the following departments:
 - a) Migrant Education
 - b) Preschool
 - c) Early Intervention/Early Childhood/Special Education
 - d) School Improvement
3. All bargaining unit members shall have the option of choosing, prior to the first timesheet due date, to be paid in twelve (12) equal monthly installments – one for each month of the calendar year or to be paid in ten (10) equal installments of one per month of the school year (September-June). The employee shall be paid on the 20th of each month.
4. All employees shall participate in the Direct Deposit.
5. Should the 20th of a month fall during a scheduled break or recess period when the program or District office is closed, the employee shall be paid on the last working day prior to the 20th.
6. Bargaining unit members whose positions are fully or partially funded by outside monies shall be employed subject to the availability of funds. "Outside" monies shall be defined as monies other than local property taxes, state funds received to replace local property taxes, interest and/or other such revenue. Local District contracts, state grants and contracts, federal grants, etc., shall be deemed as "outside" monies. Bargaining unit member's contracts shall be issued subject to this limitation.

7. Any classified employee temporarily assigned to a position on the Classified Salary Schedule, shown in Appendix A-2 of the Agreement, for which a higher level of compensation is warranted, than their regular position, shall return to their previous salary schedule placement at the conclusion of the temporary assignment.

B. Step and Column Movement

1. Classified Staff: Classified employees who work 120 days or more per school year shall be entitled to a step increase at the beginning of the following school year. Classified employees who work two years at less than 120 days per school year shall be entitled, upon the completion of the second school year, to a full experience increment.
2. Licensed Staff: A licensed individual employed 95 or more days in any given year, shall be entitled upon completion of that school year, to a full step increase. The step increase shall be effective July 1 of the subsequent contract year.
3. Column Advancement on the Salary Schedule:
 - a) Shall be granted to those licensed employees who have submitted a request for the expectation of advancement by September 15th and shall be based upon graduate level professional preparation hours earned prior to the submission of the request.
 - b) A request for advancement on the salary schedule based upon additional training or license shall be implemented the pay period following submission of evidence of completion. Proof (i.e. registration cards, grade report, letter requesting transcripts) must be submitted including official transcripts.
 - c) A licensed employee who fails to provide official transcripts of credits (grade cards and unofficial transcripts are not acceptable) shall not be advanced on the salary schedule.
 - d) Professional workshops applicable to the employee's work assignment may be accepted for salary advancement credit on the licensed salary schedule in lieu of graduate professional preparation course credits.
 - e) Approval of workshops for future salary advancement credit must be sought at the time the employee registers for the workshop.
 - f) Twenty (20) hours of workshop credit may be approved for salary advancement credit in lieu of one graduate course credit. Professional workshop hours must be verified with a certificate of completion from the workshop.

C. Licensed Staff Initial Placements

1. Initial placement on the salary schedule by the District shall be based on:
 - a) Number of years' experience; and
 - b) Additional hours, including any degrees, earned subsequent to the bargaining unit member's receipt of a teaching certificate, provided such hours or degree(s) are in the applicant's field of study or are of direct benefit to the District.
 - c) The District, with prior notification to the Association President, may elect to advertise the following positions: School Psychologist, Speech Pathologist, and Registered Nurse at a higher rate of salary, but within the confines of the current salary schedule.
 - d) A determination in one case does not constitute a binding past practice to grant such credit in other cases and shall not be subject to challenges by grievance or otherwise.

D. Classified Employees Initial Placement:

1. Initial placement on the salary schedule by the District shall be based on:
 - a) Number of years' experience in comparable roles; and
 - b) Additional hours, including any degrees, provided such hours or degree(s) are in the applicant's field of study or are of direct benefit to the District.
 - c) The District and the Association shall meet to establish implementation criteria and applicability to current employees.

E. Public Employee Retirement System

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

F. Coordinator Pay

1. Employees who are responsible for coordinating the work of five (5) or more employees shall be considered coordinators.
2. Employees designated as coordinators shall receive an additional stipend equal to eight percent (8%) of the BA Step 0.

G. Yearly Stipends for Specialist

1. Yearly stipends for the following specialist positions shall be paid to the following positions currently serving in the following assignments:
 - a) Speech Language Pathologist: \$5,000 (TSPC and Board Certified) or \$3,000 (Board Certified) and will compensate ASHA fees.
 - b) Teacher of Visually Impaired: \$5,000 for employee with Visually Impaired Licensure.
 - c) School Psychologist: \$3,000 for employees certified as a licensed School Psychologist.
 - d) Occupational Therapists: \$3,000 for employee licensed as Occupational Therapist.
 - e) Physical Therapists: \$3,000 for employee licensed as Physical Therapist.
 - f) Special Education Teacher – Assessment Specialist: \$3,000 with Special Education Licensure.

H. Compensatory and Overtime Pay

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

I. Flex Time

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

J. Migrant and Other Short Duration Programs

1. Employment during summer and other short duration programs shall not be considered as continual employment during the regular school year.
2. The salary tables in Appendix A-1 and A-2 shall apply to current employees employed during summer programs.
3. Employees working in short duration programs within their own department will be paid based on their existing classification. The appropriate salary tables shall be applied based on position held (i.e. an employee who works as an IA during the school year works as a teacher during migrant summer school shall be paid under certified salary schedule, Appendix A-1).
4. Current employees shall be given priority to apply for summer migrant positions prior to outside applicants.

Article 6 – Insurance

- A. During the 2021-22 contract year, the District's maximum contribution to employee insurance premiums will be \$1,550 per month. Employee insurance program consists of Medical, Dental, Vision and Negotiated Life.
- B. During the 2022-23 contract year, the District's maximum contribution to employee insurance premiums will be \$1,580 per month. Employee insurance program consists of Medical, Dental, Vision and Negotiated Life.
- C. For the 2021-22 plan year, the District and Association designate the following as the preferred District medical plans.
 1. MODA Medical Plan 5.
 2. Members that enroll in the preferred District major medical plan shall also be eligible to participate in a District sponsored group HRA plan. The District will budget \$141.61 per employee into the HRA.
 3. Each full-time member enrolling in a preferred medical plan for medical insurance coverage will also be entitled to receive dental vision and life insurance coverage.
 4. The purpose of the group HRA is to provide reimbursements to members enrolled in the preferred District medical plans such that the annual deductible amounts to \$500/\$1000/\$1,500 and the annual out of pocket maximum amounts \$3,300/\$6600/\$9,900.

5. No reimbursement described below is available until after the member and his or her spouse and dependents (if any) have satisfied their portion of the deductible and out of pocket maximum as described in this section.
 6. Group HRA reimbursements are available only for qualifying expenses that are described in the MODA plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding MODA plan year (currently October 1 through the following September 30).
 7. Full time members selecting MODA Plan 5 shall receive \$105 for the purchase of dental, vision and life insurance. Monthly insurance premium costs in excess of the allocations are the responsibility of the member.
- D. The parties may mutually elect to discontinue the Group HRA program described in this Article at the end of any plan year.
 - E. For a bargaining unit member to be eligible for the benefits provided in Section A herein, they must be regularly scheduled to work for the District an annual average of at least twenty (20) hours per week.
 - F. For employees hired after July 1, 2002, who work between 760-1367 hours annually, the District's insurance contribution shall be pro-rated based on their full-time equivalency. For example, the District will contribute 80% of the negotiated District contribution for an employee who is .80 FTE. The District shall continue practices that are superior to this standard.
 - G. Bargaining unit members newly hired by the Board shall be eligible for District paid insurance premiums upon acceptance of written application by the insurance carrier on the first day of the month following the month work commenced.
 - H. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy retained by the policyholder.
 - I. The District and the Association shall jointly select insurance plans made available to members. The District and the Association shall sponsor an annual health benefit briefing during the beginning of year orientation for all members.
 - J. The District shall provide long term disability insurance for the employee only at no cost to the employee.
 - K. The District's obligation towards premium payments as provided herein shall cease on the first day of the month following the month in which the eligible bargaining unit member was no longer employed by the District or the termination date of this Agreement unless the employee continues to receive a monthly salary check.
 - L. Non-reimbursed medical expenses and employee contributions toward insurance premiums will be handled through a Section 125 plan.
 - M. Insurance coverage for same-sex domestic partners shall be subject to the limitations and conditions required by the insurance carrier, applicable statutes and/or court rulings.

Article 7 – Layoff

- A. Employees may be laid off as a result of lack of funds or administrative decision, provided that such discontinuance is not for arbitrary or discriminatory reasons. However, the District agrees that any layoffs/recall shall be implemented in accordance with ORS 342.934 as applicable.
- B. Layoff Procedure Instigation
 - 1. When the District determines a reduction in force is necessary as described in Section 7.A, the District shall inform the Association of the proposed layoffs and the reasons for the reduction(s). Within seven (7) calendar days from the time the Association is informed of the proposed layoff(s), the Association may notify the District in writing of its concerns with the proposed layoff(s). The Association and the District shall review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs within 20 calendar days prior to the layoff. Prior to this meeting, the District shall provide the Association with all requested documents.
 - 2. In the event the Board, in its discretion, determines that a layoff is necessary, the Board shall implement layoffs consistent with this agreement and relevant statutes. The District shall determine the members to be retained by means of the following criteria:
 - a) A determination of whether the members to be retained hold the proper license (as applicable) to fill the remaining position(s).
 - b) A determination of the seniority of the members to be retained; and
 - c) For employee's subject to the provisions of ORS 342.934, a determination of the competence and/or merit of a member being retained if the Board desires to lay off another member with greater seniority.
 - d) For the purpose of this section, the term competence shall be defined as:
 - i. Demonstrated ability to teach any grade or subject area within the last five (5) years based upon successful teacher evaluations (as defined by the Teacher Growth and Evaluation Handbook);
 - ii. Teacher experience related to subject area taught or educational attainment, but not based solely on a license to teach.
 - e) For the purposes of this section, the term "merit" means the measurement of one employee's ability and effectiveness against the ability and effectiveness of another employee. Merit shall only be considered if the employee is currently on a Program of Assistance for Improvement.
 - 3. For employees not subject to ORS 342.934, the District may retain a member with less seniority in the event it determines that the less senior member has certified occupational skills not possessed by the more senior member.
- C. Layoff Rights
 - 1. A licensed unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the District whose work the unit member is licensed and/or qualified to perform.
 - 2. A classified unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the District within their classification.

D. Seniority Computation

1. Seniority shall be computed for: licensed employees – based upon the employee’s first day of actual service in a licensed position in the District; classified employees based upon the employees first day of service in a bargaining unit position in the District.
2. Seniority shall continue to accumulate when unit members are on approved leaves.
3. Seniority shall not be broken by employment by the District in a position outside the bargaining unit. However, such time shall not be counted in computing seniority except for time spent in other licensed positions.
4. If two or more employees are found to have equal seniority, the employee to be laid off shall be determined by lot.
5. All seniority is lost when a unit member resigns, retires, is dismissed or non-renewed.
6. Licensed unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 27 months. Classified unit members who are laid off shall remain eligible for recall and retain all seniority held as of the effective date of layoff for a period of 18 months. Bargaining unit members shall not accrue seniority during the period of layoff.

E. Recall Procedures

1. When a unit member is laid off, the District shall institute a recall procedure which, when implemented, shall ensure that members will be recalled in the reverse order of layoff but only into positions for which they are licensed and/or qualified to hold at the time of the recall.
2. Unit members who obtain additional license endorsements during the time of layoff must bring to Human Resources the amended new license.
3. A copy of the new license shall be made and retained in Human Resources for the purpose of insuring that the District has correct license information when a recall is initiated.
4. In the event of recall, the District shall notify a unit member of recall by registered letter at the last address given to the District by the unit member.
5. An employee shall have 10 calendar days from receipt of the letter to notify the District of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided in Article 7. A unit member who is laid off shall remain on the recall list for the period defined in Section D-6 unless the unit member:
 - a) Waives recall rights in writing;
 - b) Resigns or retires;
 - c) Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
 - d) Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice shall be allowed before being required to report for work.
6. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere shall be considered resignation of the member.
7. If a unit member has notified the District of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 7.C. so long as continuing disability is verified by the member’s physician and/or physician of the District’s choice.
8. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave, shall be restored to the unit member upon return to active employment, and the member shall be placed on the proper step of the salary schedule for the current position according to experience and education.

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

Article 8 - Personnel Files

- A. Personnel files and personnel records maintained by building administrators are exempt from disclosure under ORS 192.450, 192.460, 192.502 and 342.850, and by agreement of the Association and the District.
- B. Personnel files for each employee shall be kept in a central location; such files are confidential.
1. Employees will have the right, upon request, to review the contents of their personnel file and to obtain a copy of any documents contained therein.
 2. The employee shall not have the right to view confidential letters of reference received by the District.
 3. An employee shall be entitled to have a representative accompany him or her during such review of the employee's personnel file.
 4. The employee shall have the right to attach a written statement to any written material placed in the employee's personnel file.
 5. The employee shall acknowledge the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature does not signify agreement with the content of the material.
- C. Administrator Working Files, including anecdotal notes pertaining to the supervision and evaluation of employees, may be maintained by the supervising administrator at the school site.
1. These working files are exempt from disclosure pursuant to A and B above.
 2. Employees shall have the right upon request, to review the contents of the administrator working file and to obtain a copy of any documents contained therein.
 3. The employee shall have the right to attach a written statement to any written material placed in the working file maintained by the administrator.
 4. When the building Administrator is no longer assigned to that building, the working file may remain in the building if the complete file is reviewed by the out-going Administrator or designee and the member.

Article 9 – Work Year

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

B. Classified Employees

1. Classified Employees: The work year for employees identified in Appendix A-2 & A3 shall be:
 - a) Classifications A through J shall be 190 days or less.
 - b) Classifications K, L, M, and exempt employees shall be 230 days or less.
2. Per diem rates for classified employees shall be based on the individual's hourly rate.
3. When an employee is required to attend an Inservice and/or training program outside their normal work year, they shall be paid at their per-diem rate.

C. Pre-School Prep-Time

1. Planning and preparation time is defined as time when teachers/teaching associates have no student or parent interaction responsibilities.
2. Each full-time preschool teacher/teaching associate shall have a minimum of 300 minutes per regular five-day work week for planning and preparation.
3. Preparation time shall be prorated for part-time teachers/teaching associates.
4. Planning and preparation time does not include the 15 minutes immediately before or immediately after class hours so teachers can support student arrival or departure, communicate with families (in person or via telephone, text, or email), and communicate with support staff.

D. Classroom/Assignment Coverage

If a teacher/teaching associate, certified specialist is required by an administrator to cover another assignment during their prep time or during regular assigned responsibilities, the teacher/teaching associate, certified specialist shall be compensated at their hourly rate.

Article 10 – Leaves & Holidays

A. Leaves

1. Sick Leave

- a) Sick Leave shall be granted according to ORS 332.507 (One - 1 day for each month worked with a minimum of ten - 10 days) granted on July 1st of each year.
- b) Regular employees who work less than full-time shall earn sick leave on a pro-rated basis.
- c) Staff members shall be able to transfer District sick leave as prescribed by and shall be allowed to use accumulated and unused sick leave in accordance with the provisions of ORS 332.507.
- d) All members may utilize accrued sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, or necessary medical or dental care or for any other reason, including absences to care for family members, covered by ORS 659A.159 (Oregon Family Leave act), 653.601 (Oregon Paid Sick Time), ORS 659A.093 (Oregon Military Family Leave act), or ORS 659A.272 (Oregon Protections Because of Domestic Violence, Harassment, Sexual Assault or Stalking).
- e) "Family member" means an employee's spouse, domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee's same-gender domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.
- f) If a substitute is hired, sick leave must be used in at least four-hour increments. If no substitute is hired, sick leave may be used in one-hour increments.

- g) As per ORS 332.507 (3) "At the option of the local governing board, sick leave in excess of five (5) consecutive workdays shall be allowed only upon certificate of the school employee's attending physician or practitioner that the illness or injury prevents the school employee from working."

2. Sick Leave Bank

- a) A sick leave bank shall be established to provide additional sick leave for employees when:
 - i. An extended absence due to an employee's illness or injury has depleted the employee's available leave;
 - ii. The employee provides a statement from a medical practitioner that the employee shall be unable to work for at least 30 calendar days;
 - iii. A sufficient amount of sick leave remains in the sick leave bank;
 - iv. The beneficiary employee is not eligible for disability or workers' compensation benefits; and
 - v. The beneficiary employee has exhausted all other applicable paid leaves.
- b) The employee shall notify the Superintendent in writing when they are eligible for and needs to access the sick leave bank.
- c) The beneficiary employee shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence.
- d) Membership in the sick leave bank shall be optional and the value of the bank will be based on the hourly rate and corresponding fixed payroll costs associated with donated hours.
- e) Employees who choose to join the bank must contribute 8 hours (prorated by FTE) of sick leave per fiscal year and must complete a waiver form authorizing the donation.
- f) Only employees who belong to the bank shall be eligible to draw from the bank.
- g) Employees who want to join the bank must do so by September 30 of each new school year.
- h) Any employee hired during the school year shall have one (1) month from the date of hire to enroll in the sick leave bank.
- i) Membership in the sick leave bank shall expire for all employees on September 30 of each year and must be renewed, if desired, as outlined above.
- j) The District shall authorize the use of sick leave from the bank on a first come-first served basis to those employees who meet the criteria listed in Section 2 (a).
- k) If during any year the value of the bank is exhausted, no further application to the sick leave bank shall be accepted unless there is a mutual agreement between the District and the Association to allow additional contributions in 8-hour increments (prorated by FTE).
- l) Any sick leave credit remaining in the bank at the end of the fiscal year shall be carried over into the next fiscal year.

3. Military Leave

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

4. Jury Leave

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

- f) Notwithstanding, this provision shall not apply in any case where the employee or the Association is a complainant in a case against the District.

5. Unpaid Leave

- a) A general unpaid leave of absence of up to one (1) year may be granted to any person covered under this Agreement upon written application to the Board.
- b) Application for a year's general leave shall be made by March 15th.
- c) The Board may choose to allow no more than one (1) employee per department to use this provision at any one time.
- d) Other applications (i.e., paternity leave, family care, etc.) shall be made in a timely manner.

6. Return From Leave

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

7. Personal Leave

- a) A cumulative total of five (5) days per year of paid leave shall be allowed. This leave shall not accumulate. Personal leave must be scheduled with the program director as soon as possible, and not later than 24 hours in advance of the leave.
- b) Requests for more than two (2) consecutive days of personal leave shall require explanation and are subject to the approval of the employee's supervisor.
- c) It is not the intent of this section to allow personal leave on the day before or the day after holidays or vacations or the first or last day of the employee's work calendar.

8. Emergency Closure Leave

- a) All Columbia Gorge ESD employees shall be granted up to three non-accumulative paid days of leave for emergency closure of schools, offices or program facilities for inclement weather or other causes (e.g. natural disaster, mechanical failure, safety issues, etc.).
- b) In the event schools, offices or program facilities are closed due to inclement weather, the employees shall not be required to report to work nor shall they suffer a loss in pay or personal leave. However, the District reserves the right to make up any or all school closure days resulting from inclement weather without additional pay to themember.
- c) Columbia Gorge ESD employees shall follow the delayed start or closure schedule of the location to which they are assigned on the date of a closure, unless directed by the program administrator to report to another location.
- d) If the school or program staff has to make up the day, Columbia Gorge ESD employees may also make up the day. Any decision to make up days lost shall be made by the Columbia Gorge ESD Board upon recommendation of the superintendent.
- e) Employees may use Emergency Closure or personal leave for the portion of the day the facility is closed. If employees are unable to travel safely to work, but the facility is open, they may use emergency closure or personal leave.

B. Holidays

1. The following paid holidays shall be granted to all licensed and classified employees:
 - a) Labor Day; Veterans' Day; Thanksgiving; New Year's Day; Martin Luther King Jr. Day and Memorial Day
 - b) Employees working in June and/or July shall be awarded Independence Day and Juneteenth Day, provided the employee works the last scheduled workday before and/or the first scheduled workday after the holiday.

Article 11 – Dues and Payroll Deductions

A. Association Dues

1. Dues Deduction Authorization: The District shall deduct dues, fees and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by the member and provided to the union. The council shall provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the council.
 2. Processing OEA/NEA Dues Deductions: Dues deductions shall be made monthly in an amount equal to one-twelfth (1/12) of annual dues, commencing with the month of September and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
 3. CGESDEA dues shall be deducted one time annually. CGESDEA dues shall be prorated for members who join or depart employment during the contract year.
 4. Remittance of Dues Checks
 - a) Data to OEA: Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/CGESDEA dues, including voluntary Association contributions, deducted from each member's paycheck.
 - b) Payment to OEA: Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 - c) Payment to CGESDEA: Dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the CGESDEA Treasurer.
- B. Upon appropriate written deduction authorization or notification by OEA (as applicable), the District shall deduct from the salary of the bargaining unit member and make appropriate remittance for the following approved deductions: OEA Foundation; OEA PAC; United Way; Insurance Program; Credit Union; TSAs. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members.
- C. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs jointly approved by the Association and the Board.
- ### D. Indemnification
1. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the District concerning the dues deductions procedures outlined in this agreement.

2. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim.
3. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association shall provide the attorney to defend against the claim.
4. In the event the District wishes to use its own attorney, the District shall pay the fees and costs of said attorney.

E. Employee Information

1. Employee List: Each year, at or near April 1st, August 1st and December 1st, the District shall provide to the OEA Membership Specialist and designated Association representative(s) a mutually agreeable editable digital format report of each employee in the bargaining unit (both active members and non-members).
 2. If the District has the information in the District's records, the report shall include the employee's name, last four digits of their employee ID, date of birth, date of hire, FTE, job classification or title, PERS classification, worksite, position on the salary schedule, home address; cellular, home and work telephone numbers; and work email addresses.
 3. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire. The provision of the above information on the agreed upon dates shall be deemed to satisfy the requirement to provide information every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
- F. Dues Deduction Information:** Each month, the District shall provide to the OEA Membership Specialist an Excel-compatible report of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth and annual hours (or FTE) as part of the data forwarded per Section 11.A.4.a.
- G. Change in Employment Status:** The District shall promptly notify the OEA Membership Specialist whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.

Article 12 – Continuity of Employment

During the term of this Agreement, neither the Association nor its members shall cause, authorize, support or participate in any work slow-down, work stoppage, or strike against a local education or educational service District.

Any bargaining unit member violating this article may be disciplined or discharged by the Columbia Gorge Education Service District. The employer agrees that during the term of this Agreement, the District or its agents shall not cause or engage in any lockout of employees.

Article 13 – Funding

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

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

Article 14 – Interim Bargaining

A. Interim Bargain shall proceed under the follow guidelines:

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

Article 15 – Employee Evaluations

A. Licensed Staff

1. Evaluation of members shall comply with most current ORS 342.850, and the process described in the CGESD Teacher Growth and Evaluation Handbook is included by reference in this Agreement.
2. The evaluation process described in the Evaluation Handbook must include the core teaching standards required under ORS 342.856. These standards shall be customized based on the collaborative efforts of administrators and members of the Association in accordance with ORS 342.856(4). The most current CGESD Teacher Growth and Evaluation Handbook shall be made available electronically to all members.
3. Should the Board elect to change the evaluation process as described in the CGESD Teacher Growth and Evaluation Handbook, it will do so in consultation with a committee comprised of licensed staff appointed by the Association President and administration representation will be appointed by the CGESD Superintendent and in accordance with ORS 342.850(2)(a).
4. The committee shall meet in May of each school year to consider any proposed changes, amendments or alterations to the evaluation process described in the GCESD Teacher Growth and Evaluation Handbook. The committee shall make a final recommendation to the Board for approval.

B. Classified Staff

1. All employees will be evaluated annually in compliance with Board Policy and the Board Approved Evaluation Program and shall be based on the following:
 - a) Job Description: The employee will receive a copy of the written job description which forms the basis for the employee's work responsibilities and evaluation.
 - b) Domains of Competency and Responsibility
 - c) Core Job Functions
 - d) Application of Knowledge, Skills and Abilities
 - e) Quality of Work
 - f) Professional Responsibilities
2. Plan of Improvement: Where an employee demonstrates deficiencies in performance, the CGESD administration may place the employee on a Plan of Improvement. The purpose of the Plan of Improvement is to correct deficiencies and provide a clear path for additional growth and improvement.

3. The Plan of Improvement shall include:
 - a) Deficiencies: Written statement of the deficiencies, including evidence of substandard performance.
 - b) Action: sets forth specific expectations and corrective steps the employee must take to correct his/her performance.
 - c) Assistance: the plan shall delineate specific assistance to be provided by the CGESD.
 - d) The employee and/or the employee's designee shall be given the opportunity to provide input on the type of assistance to be provided.
 - e) Timeline: Establishes a timeline for improvement which shall not be less than thirty (30) days nor more than ninety (90) days.
 - f) Assessment: Establishes the written criteria the employee must meet for success.
 - g) Consequences: States the consequences for failure to meet performance expectations.

Article 16 - Grievance Procedure

A. Definitions

1. A "grievant" or "aggrieved" shall mean an employee, a group of employees or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving a purported violation or inappropriate application of any provision of this contract.
3. A "party in interest" is the person, persons or representatives making the grievance and any person whom might be required to take action or against whom action might be taken in order to resolve the grievance.
4. "Days" shall mean employee business days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of this procedure. The "days" mentioned in each step of this procedure can be extended by mutual agreement of the parties involved.

B. Non-Reprisal

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

C. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via regular administrative channels and to have problems adjusted.

D. Grievance Procedures

1. All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest, and/or designated representatives as referred to in this article.
2. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure the confidentiality of the employee(s). Employees shall have the right to Association representation at all stages of the grievance procedure.
3. Grievances must be processed within ten (10) working days from the occurrence, or the aggrieved reasonable first knowledge thereof. The grievance shall be reduced to writing and signed by the aggrieved and shall have the following information:
 - a) A statement of the grievance and the facts upon which it is based;
 - b) The remedial action requested; and
 - c) The section(s) of this Contract to which the grievance relates.

- E. Step 1: Before the grievance process may be started, the aggrieved shall first discuss the grievance with their immediate supervisor, with the objective of resolving the matter informally. The supervisor shall make a verbal response to the employee within five (5) days. If the matter is not resolved informally, the aggrieved shall forward a copy of the written formal grievance to the supervisor within seven (7) days. The supervisor shall render a decision within seven (7) days after meeting with the aggrieved and with any Association representative that the aggrieved wishes in attendance. If the grievance is not resolved, it shall, within seven (7) days proceed to Step 2.
- F. Step 2: The grievance, along with all pertinent information, shall be submitted in writing to the Superintendent within seven (7) days of receipt of the Step 1 decision. The Superintendent shall meet with the aggrieved and all other necessary parties of interest at a time mutually agreed upon. Within seven (7) days of such meeting, the Superintendent shall render a written decision. If the grievance is not resolved at this step, the aggrieved shall have seven (7) days to appeal to the Board at Step 3.
- G. Step 3: The grievance, along with all pertinent information, shall be submitted in writing to the Board within seven (7) days of receipt of the Step 2 decision. The Board shall schedule a meeting with the aggrieved and all necessary parties of interest in an Executive Session during a regularly scheduled Board meeting in an attempt to resolve the issue(s). Within seven (7) days of the meeting, the Board shall render a written decision. Failing to reach a mutually agreed upon settlement, or for a continuance of meetings, the aggrieved shall have fifteen (15) days to take the grievance to arbitration, at Step 4.
- H. Step 4 If the grievance is not resolved at Step 3, the Association may appeal the grievance to Arbitration. The Association and the Board shall ask the Employment Relations Board to submit a panel of 5 arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. The Association shall strike the first name.
- I. The Association and the Districts shall split all costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Each grievance shall be submitted to a separately convened arbitration hearing unless the parties mutually agree to submit more than one grievance at the same hearing. The names of any witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours prior to the first arbitration session. All costs, including but not limited to producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

Article 17 – Complaint Procedure

- A. When and if community member/s wish to register a complaint/s against an employee, Board members or Administrator shall not give credence to that complaint unless a formal written complaint report is submitted and signed. Complaints shall always be referred to the employee to resolve the complaint prior to any action outlined in this article.
- B. Complaints made by members of the community regarding an employee's performance, which individually or collectively appear to have merit, shall be handled in the following manner:
- C. The employee shall be shown the complaint by their immediate supervisor within five (5) working days and given an opportunity to respond.
- D. If the specifics of the complaint(s) are in question, within five (5) working days, a meeting shall be arranged between the employee and the individual or group of individual/s making the complaint(s), if the employee requests such a meeting and the individual(s) making the complaint(s) are agreeable to such a meeting. The five (5) day meeting requirement may be extended if necessary to bring all the parties to the complaint(s) together. Said meeting shall be for the purpose of arriving at a full understanding of the specifics of the allegation involved.

- E. If the complaint(s) in question is judged to have merit significant enough to possibly affect future employment of the employee in question, the supervisor shall inform the employee of the possible effects, write out the specifics of the complaint(s) and conduct an investigation. If after the investigation the evidence supports the complaint(s), the supervisor will inform the employee of the inclusion of any complaint(s) or mention of the complaint(s) in the employee's personnel file.
- F. The employee shall have the right to provide a written response within five (5) days for placement in the personnel file to any complaint(s) or mention of complaint(s) in their personnel file.
- G. If the Superintendent or supervisor do not judge the complaint(s) to have merit or if the District does not initiate the above process, the complaint(s) shall be dismissed and no record shall be made in the personnel file or otherwise.
- H. An appeal of the Superintendent's decision can be made to the Board and scheduled for a regular Board meeting in Executive Session.
- I. The employee has the right to union representation at any level of this procedure.
- J. It is the intent of the Board that each step of this procedure be handled as timely and as expeditiously as possible.

Article 18 – Tuition Reimbursement

- A. Reimbursement for college classes and workshop college credits will be limited to the tuition cost of nine (9) college quarter hours per each contracted year of employment as approved in advance in writing by the department director and by the Superintendent. Total agency-wide tuition reimbursement for each fiscal year of this contract will be limited to a maximum of \$7,500. Grant programs will not be required to contribute funds to the \$7,500 unless funding is available without a reduction in the program.
- B. Licensed employees seeking to meet TSPC requirements to qualify for the Professional Teaching License may apply for six (6) additional hours each year. Additional hours may also be requested by employees on any license where additional coursework is required by TSPC.
- C. This Article is further limited as follows:
 - 1. Tuition reimbursed shall not exceed that of the state colleges, universities or regular tuition fees for the school attended. However, it will not exceed the actual amount paid. Receipt or canceled check marked tuition will be required with claim;
 - 2. Classes shall be those leading to a license, degree, endorsements or be directly related to the employee's professional area as approved by the department director and Superintendent;
 - 3. A passing grade must be earned unless the class is non-graded or is for non-credit. Transcript or original grade slips will be required with the request for reimbursement;
 - 4. Course reimbursement per each contracted year of employment shall include fall, winter, spring and summer sessions;
 - 5. Reimbursement for summer school may only be made if the employee reports for work in September following the summer session. Such payment made shall be considered an expense of the previous fiscal year only if completed prior to June 30;
 - 6. Reimbursement for approved courses shall be based on fees as prescribed by the Oregon State System of Higher Education and the appropriate college/universities tuition schedule during the budget year in which such course work is taken;
 - 7. If approved by the Superintendent with justification, tuition reimbursement from non- state system universities or colleges will be remunerated to the employee at the documented expense. If not approved, it will be remunerated at the Portland State University level or at a level approved by the Superintendent.

Article 19 - Miscellaneous

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

Article 20 – Labor Relations Committee

- A. The make-up of the Labor Relation Board shall include:
 - 1. Administration
 - a) Superintendent
 - b) Director of Human Resources or Designee
 - c) Other (TBA)
 - 2. Association
 - a) Licensed
 - b) Classified
 - c) Other (TBA)
- B. Purpose & Guidelines
 - 1. Scheduled meetings will be for the purpose of discussing ongoing labor-management issues necessary to continue the collaborative efforts by both parties.
 - 2. It is expressly understood by the parties that the committee shall have no authority to negotiate terms and conditions of employment or interpret, modify or amend any provision of this Agreement, nor shall it have authority to adjust grievances.
 - 3. Meetings will occur monthly or at least quarterly.
 - 4. Meetings may be canceled by either party if no issues are identified as in need of discussion.

Article 21 – Execution of Agreement

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

Columbia Gorge Education Service District


Suze Nigl – Board Chair

9-29-21
Date


Paul Zastrow – Board Vice-Chair

9/23/2021
Date

Attested By:


Pat Sublette – Superintendent
Clerk of the District

9/21/21
Date

Columbia Gorge ESD Association


Mauree Donahue Revier – Association President

9/24/2021
Date


Lucille Begay – Association Vice-President

9-21-21
Date

Appendix A-1 for 2021-22 – Licensed Staff (4%) Increase on Salary

Step	BA	BA+15	BA+30	BA+45	BA+75/MA	MA+15	MA+30	MA+45
1	\$40,166	\$41,583	\$42,996	\$44,409	\$45,824	\$47,234	\$48,647	\$50,062
2	\$41,769	\$43,184	\$44,595	\$46,008	\$47,425	\$48,839	\$50,252	\$51,667
3	\$43,371	\$44,786	\$46,200	\$47,613	\$49,029	\$50,439	\$51,852	\$53,269
4	\$44,975	\$46,387	\$47,803	\$49,215	\$50,631	\$52,042	\$53,457	\$54,872
5	\$46,578	\$47,991	\$49,405	\$50,820	\$52,233	\$53,650	\$55,059	\$56,471
6	\$48,177	\$49,592	\$51,008	\$52,420	\$53,832	\$55,249	\$56,665	\$58,075
7	\$49,780	\$51,194	\$52,607	\$54,020	\$55,435	\$56,850	\$58,267	\$59,676
8	\$51,382	\$52,795	\$54,211	\$55,625	\$57,038	\$58,438	\$59,868	\$61,278
9		\$54,400	\$55,813	\$57,228	\$58,643	\$60,054	\$61,470	\$62,880
10		\$56,000	\$57,415	\$58,828	\$60,244	\$61,659	\$63,069	\$64,484
11		\$57,604	\$59,017	\$60,431	\$61,845	\$63,259	\$64,673	\$66,087
12			\$60,623	\$62,035	\$63,449	\$64,860	\$66,136	\$67,688
13				\$63,635	\$65,048	\$66,465	\$67,883	\$69,294
14				\$65,239	\$66,654	\$68,065	\$69,481	\$70,892
15					\$68,255	\$69,667	\$71,085	\$72,498
16					\$69,859	\$71,272	\$72,685	\$74,100
17							\$74,290	\$75,702

Appendix A-1 for 2022-23 – Licensed Staff (4%) Increase on Salary

Step	BA	BA+15	BA+30	BA+45	BA+75/MA	MA+15	MA+30	MA+45
1	\$41,773	\$43,247	\$44,716	\$46,186	\$47,657	\$49,124	\$50,593	\$52,065
2	\$43,440	\$44,911	\$46,379	\$47,848	\$49,322	\$50,793	\$52,262	\$53,734
3	\$45,106	\$46,577	\$48,048	\$49,517	\$50,990	\$52,456	\$53,926	\$55,400
4	\$46,774	\$48,242	\$49,715	\$51,183	\$52,656	\$54,123	\$55,595	\$57,067
5	\$48,441	\$49,910	\$51,381	\$52,853	\$54,322	\$55,796	\$57,261	\$58,729
6	\$50,104	\$51,576	\$53,048	\$54,517	\$55,986	\$57,459	\$58,931	\$60,398
7	\$51,771	\$53,242	\$54,711	\$56,181	\$57,653	\$59,124	\$60,597	\$62,063
8	\$53,437	\$54,907	\$56,380	\$57,850	\$59,320	\$60,776	\$62,263	\$63,729
9		\$56,576	\$58,045	\$59,517	\$60,989	\$62,456	\$63,929	\$65,395
10		\$58,240	\$59,711	\$61,181	\$62,654	\$64,125	\$65,592	\$67,063
11		\$59,908	\$61,377	\$62,848	\$64,318	\$65,789	\$67,260	\$68,730
12			\$63,048	\$64,516	\$65,987	\$67,455	\$68,781	\$70,395
13				\$66,181	\$67,650	\$69,124	\$70,598	\$72,065
14				\$67,849	\$69,320	\$70,788	\$72,261	\$73,728
15					\$70,985	\$72,454	\$73,929	\$75,398
16					\$72,653	\$74,123	\$75,592	\$77,064
17							\$77,262	\$78,730

Appendix A-2 for 2021-22 – Classified Staff (4%) Increase on Salary

Class	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	Administrative Assistant	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82
"	Assistant Bookkeeper - Account Specialist I	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82
"	Childhood Communication Specialist	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82
"	Early Learning Hub Connections Specialist	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82
B	Bilingual Home-School Liaison	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47
"	School Readiness Specialist/ECS Specialist	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47
"	Graduation Parent Involvement Specialist	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47
C	Bilingual Instructional Assistant	\$16.44	\$17.10	\$17.78	\$18.50	\$19.24	\$20.00	\$20.80	\$21.64
D	Maintenance	\$16.51	\$17.17	\$17.85	\$18.57	\$19.31	\$20.08	\$20.89	\$21.72
E	Home School Liaison	\$15.78	\$16.42	\$17.07	\$17.76	\$18.47	\$19.20	\$19.97	\$20.77
F	Instructional Assistant	\$15.72	\$16.35	\$17.00	\$17.68	\$18.39	\$19.13	\$19.89	\$20.69
G	Instructional Assistant Trainee	\$14.49	\$15.07						
H	Speech-Language Pathologist Assistant	\$21.71	\$22.58	\$23.49	\$24.43	\$25.40	\$26.42	\$27.48	\$28.57
I	Records Specialist	\$17.13	\$17.82	\$18.53	\$19.27	\$20.04	\$20.84	\$21.68	\$22.54
J	Teaching Associate	\$18.18	\$18.91	\$19.67	\$20.45	\$21.27	\$22.12	\$23.01	\$23.93
K	Technology Specialist	\$26.84	\$27.91	\$29.03	\$30.19	\$31.40	\$32.65	\$33.96	\$35.32
"	Early - Learning Hub Parent Education Coordinator	\$26.84	\$27.91	\$29.03	\$30.19	\$31.40	\$32.65	\$33.96	\$35.32
L	Server Administrator/Network Analyst	\$45.39	\$47.21	\$49.10	\$51.06	\$53.10	\$55.23	\$57.43	\$59.73
M	Early Learning Hub - STEM Hub Coordinators	\$36.28	\$37.73	\$39.24	\$40.81	\$42.44	\$44.14	\$45.90	\$47.74
"	Data and E-Rate Specialist	\$36.28	\$37.73	\$39.24	\$40.81	\$42.44	\$44.14	\$45.90	\$47.74

Appendix A-3 for 2021-22 Exempt Status – Salaried Employees

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Systems Engineer	\$83,529	86,870	\$90,345	\$93,958	\$97,717	\$101,625	\$105,690	\$109,918
Network Engineer & Analyst	\$83,529	86,870	\$90,345	\$93,958	\$97,717	\$101,625	\$105,690	\$109,918

Appendix A-2 for 2022-23 – Classified Staff (4%) Increase on Salary

Class	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	Administrative Assistant	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82	\$27.89
"	Assistant Bookkeeper- Account Specialist I	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82	\$27.89
"	Childhood Communication Specialist	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82	\$27.89
"	Early Learning Hub Connections Specialist	\$21.19	\$22.04	\$22.92	\$23.84	\$24.79	\$25.78	\$26.82	\$27.89
B	Bilingual Home-School Liaison	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37
"	School Readiness Specialist/ECS Specialist	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37
"	Graduation Parent Involvement Specialist	\$17.76	\$18.47	\$19.21	\$19.98	\$20.78	\$21.61	\$22.47	\$23.37
C	Bilingual Instructional Assistant	\$17.10	\$17.78	\$18.50	\$19.24	\$20.00	\$20.80	\$21.64	\$22.50
D	Maintenance	\$17.17	\$17.85	\$18.57	\$19.31	\$20.08	\$20.89	\$21.72	\$22.59
E	Home School Liaison	\$16.42	\$17.08	\$17.76	\$18.47	\$19.21	\$19.98	\$20.77	\$21.61
F	Instructional Assistant	\$16.35	\$17.00	\$17.68	\$18.39	\$19.13	\$19.89	\$20.69	\$21.52
G	Instructional Assistant Trainee	\$15.07	\$15.67						
H	Speech-Language Pathologist Assistant	\$22.58	\$23.49	\$24.43	\$25.40	\$26.42	\$27.48	\$28.58	\$29.72
I	Records Specialist	\$17.81	\$18.53	\$19.27	\$20.04	\$20.84	\$21.67	\$22.54	\$23.44
J	Teaching Associate	\$18.91	\$19.66	\$20.45	\$21.27	\$22.12	\$23.00	\$23.92	\$24.88
K	Technology Specialist	\$27.92	\$29.03	\$30.19	\$31.40	\$32.66	\$33.96	\$35.32	\$36.74
"	Early - Learning Hub Parent Education Coordinator	\$27.92	\$29.03	\$30.19	\$31.40	\$32.66	\$33.96	\$35.32	\$36.74
L	Server Administrator/Network Analyst	\$47.21	\$49.10	\$51.06	\$53.11	\$55.23	\$57.44	\$59.74	\$62.13
M	Early Learning Hub - STEM Hub Coordinators	\$37.73	\$39.24	\$40.80	\$42.44	\$44.13	\$45.90	\$47.74	\$49.65
"	Data and E-Rate Specialist	\$37.73	\$39.24	\$40.80	\$42.44	\$44.13	\$45.90	\$47.74	\$49.65

Appendix A-3 for 2022-23 Exempt Status – Salaried Employees

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Systems Engineer	\$86,870	\$90,345	\$93,958	\$97,717	\$101,625	\$105,690	\$109,918	\$114,315
Network Engineer & Analyst	\$86,870	\$90,345	\$93,958	\$97,717	\$101,625	\$105,690	\$109,918	\$114,315

