

**CONTRACT AGREEMENT
BETWEEN**

***INTERMOUNTAIN
EDUCATION SERVICE DISTRICT
AND
INTERMOUNTAIN EDUCATION ASSOCIATION***

**NEGOTIATED CONTRACT
2020-2023 Years**

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|-------------|
| ARTICLE 1 RECOGNITION | 2 |
| ARTICLE 2 STATUS OF AGREEMENT | 2 |
| ARTICLE 3 MANAGEMENT RIGHTS CLAUSE | 2 |
| ARTICLE 4 EMPLOYEE RIGHTS | 2 |
| ARTICLE 5 GRIEVANCE PROCEDURES | 4 |
| ARTICLE 6 EMPLOYEE WORK DAY | 6 |
| ARTICLE 7 WORKING CONDITIONS FOR EMPLOYEES | 7 |
| ARTICLE 8 VACANCIES AND TRANSFERS | 7 |
| ARTICLE 9 LEAVES OF ABSENCE | 8 |
| ARTICLE 10 DEDUCTIONS AND DUES | 10 |
| ARTICLE 11 FUNDING | 10 |
| ARTICLE 12 WORK STOPPAGE - NO STRIKE CLAUSE | 11 |
| ARTICLE 13 TRAVEL | 11 |
| ARTICLE 14 SALARIES | 11 |
| ARTICLE 15 INSURANCE | 12 |
| ARTICLE 16 TUITION REIMBURSEMENT | 12 |
| ARTICLE 17 COMPLAINT PROCEDURE | 13 |
| ARTICLE 18 LAYOFF AND RECALL | 13 |
| ARTICLE 19 ESTABLISHMENT OF HOME BASE | 15 |
| ARTICLE 20 SAVINGS CLAUSE | 15 |
| SIGNATURE PAGE | 16 |
| SALARY SCHEDULES | 17 |

ARTICLE 1 - RECOGNITION

- A. The InterMountain Education Service District Board of Directors (IMESD) hereby recognizes the InterMountain Education Association (Association) as the sole and exclusive bargaining representative of the employees contracted for employment for 20 hours or more per week and 760 hours or more per year, with the exception of supervisory, confidential, technical, classified, temporary, per diem (personal service agreement) and substitute personnel. Employees covered by this contract are hereinafter referred to as employees or employee.

ARTICLE 2 - STATUS OF AGREEMENT

- A. This agreement shall be effective and remain in full force from July 1, 2020 through June 30, 2023.
- B. There shall be two (2) signed copies of the final agreement for the purpose of records. One will be retained by the IMESD and one by the Association.

ARTICLE 3 - MANAGEMENT RIGHTS CLAUSE

- A. The IMESD retains all traditional rights prerogative to management.

ARTICLE 4 - EMPLOYEE RIGHTS

A. Association Rights

- 1. Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing without reprisal.
- 2. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that such meetings shall not interfere with normal IMESD operations. The Association shall have the right to conduct meetings without undue interference.
- 3. The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
- 4. The Association shall have the right to meet with new employees up to two hours during the work day within 30 days after hire without loss of pay or benefits.
- 5. The Association shall have the right to use the IMESD's computers and email system to communicate with bargaining unit members regarding Association business.

B. Due Process

1. All levels of discipline may be imposed on any employee and should be appropriate to the situation.
2. For any actions involving a potential suspension or termination, written notice of the pending action must be given to the employee. The notice shall contain the specific facts alleged and a list of the alleged violations. This notice must be provided in a timely manner prior to any pre-disciplinary meeting. An employee has the right to Union representation at all meetings concerning disciplinary actions.
3. Any disciplinary action, other than an oral warning, shall be in written form. A copy of the written statement of discipline shall be presented to the employee and the Union within five (5) working days of the disciplinary action and a signed copy shall also be placed in the employee's personnel file.
4. If IMESD has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.

C. Representation

1. Employees are encouraged to seek representation from their Association in cases of reprimand or dismissal and have representation present at all such meetings. Association representation includes all association members, officers, and UniServ Consultant.

D. Prior Written Notice

1. Prior written notice shall be provided to all employees required to appear before the Superintendent should the intention of the meeting be disciplinary in nature. Though not required to be in writing, an administrator shall give prior notice to an employee who is required to appear in a meeting/interview that said administrator intends to be disciplinary in nature.

E. Confidential Personnel Files

1. Employees 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 IMESD. Upon request, one representative of the Association may accompany an employee during the review.

F. The IMESD shall use such practices and means, methods, operations, and processes as are reasonably necessary to render the place of employment safe and healthful and shall do whatever is reasonably necessary to protect life, safety, and health of its employees.

G. The personal life of an employee is not within the appropriate concern or attention of the IMESD unless it can be shown, with documentation, that the personal life may affect the employee's performance of his/her assigned functions.

ARTICLE 5 - GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems relating to the administration of this Agreement, which may from time to time arise. The parties agree that these proceedings will be kept informal and confidential, consistent with the ultimate goal of resolving the grievance at each step of the grievance procedure. There shall be no suspension of work or interference with the operations of IMESD . Meetings or discussions involving grievances or these procedures shall not interfere with instruction.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the Association has been given an opportunity to be present at such adjustment and to state its views.

B. Definitions

1. Grievance: A grievance is an allegation by an employee or the Association that a specific provision of this Agreement has been violated.
2. Class Grievance: A grievance that is filed by the Association that must affect more than one member of the bargaining unit. Class grievances may be filed initially at Step II.
3. Grievant: A grievant is the person or the Association making the claim.
4. Day: A “day” means an employee workday or, during summer, days on which IMESD office is open.

C. Grievances will be processed in the following manner and within the stated time limits:

STEP I:

A grievant shall promptly attempt to resolve the grievance informally between the grievant and their supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the grievant, who shall submit it to the supervisor. If the grievant does not submit their grievance to their supervisor in writing in accordance with Step I within 15 working days after the facts upon which the grievance is based first occur, or first become known to the grievant, the grievance will be deemed waived. The supervisor shall reply in writing to the grievant within five working days after receiving the written grievance.

STEP II:

If the grievance is not settled in Step I and the grievant wishes to appeal the grievance to Step II, the grievant may file the grievance in writing to the Director of Human Resources within ten days after the receipt of the supervisor's written response or, if no response is issued, within 15 days of the submission of the written grievance at Step I. The Step II written grievance shall give a clear, concise statement of the alleged grievance including the facts upon which the grievance was based, the issues involved, the Agreement provisions involved, and the relief sought. The Director of Human Resources, or their representative, shall thoroughly review the grievance, meet with the grievant, and give a written answer to the grievant with a copy to the Association no later than ten days after receipt of the written grievance.

STEP III:

If the grievance is not settled in Step II and the grievant wishes to appeal the grievance to Step III, the grievant may file the grievance in writing to the InterMountain ESD Superintendent within ten days after receipt of the Director of Human Resources written answer or, if no answer is received, within 20 days of the submission of the grievance at Step II. The written grievance shall give a clear, concise statement of the alleged grievance, including the facts upon which the grievance is based, the provisions of the Agreement allegedly violated, and the relief sought. The Association must endorse the grievance prior to its submission to the InterMountain ESD Superintendent. The Superintendent, or representative thereof, shall thoroughly review the grievance, meet with the grievant and give a written answer to the grievant with a copy to the Association no later than ten days after receipt of the written grievance.

STEP IV:

A grievance not settled in Step III of the procedure may be appealed to arbitration by the Association, provided written notice of a request for arbitration is made to the InterMountain ESD Superintendent within ten days of the Superintendent's answer in Step III or, if no answer is received within 20 days of the submission of the grievance at Step III.

- a. The parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, within ten days of the appeal, the association will request the Employment Relations Board submit a list of seven arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine, by lot, the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.
- b. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustment, except as to the terms of this Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- c. The District and the Association will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

D. MISCELLANEOUS:

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any employee or representative of the Association.
2. All decisions of the grievance procedure shall be in writing.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 6 - EMPLOYEE WORK DAY

A. Employee Workday

1. Employees will maintain the same length work day as the school district served. Whenever possible, employees serving multiple schools and school districts shall begin and end the work day in concert with the staff work schedule of the building in which they are serving. The administrator may provide as situations arise a more flexible schedule; e.g., early or late starting times, split schedule or alternate work days.

B. Excessive Workload

Recognizing that it is essential to provide adequate service to students in districts, workloads will be defined and established on a yearly basis. An excessive workload shall be defined as arduous and significantly exceeding the department average workload. Average workload will be based on historical data.

1. Employees may submit in writing their concerns regarding what they, in their professional judgment, believe to be excessive workload conditions. Said concerns shall be submitted to the immediate supervisor or to Human Resources.
2. A written response from the supervisor will be given to the employee and will include:
 - a) A statement comparing the employee's workload to others with the same job description addressing the stated concerns submitted by the employee.
 - b) A statement of solutions that will be implemented or explored which may include the following:
 - (1) Substitute time;
 - (2) Additional teaching assistant time;
 - (3) Extra preparation time;
 - (4) Extra compensation;
 - (5) Other solutions, including no change.

After the Superintendent or designee has considered staffing and funding availability, compensation may be awarded for excessive workload as defined above.

Once the workload has diminished, the compensation will end.

ARTICLE 7 - WORKING CONDITIONS FOR EMPLOYEES

A. The wages contained in the attached salary schedule are based on a 190 day contract. Typical employment contracts are 190 days; individual contracts may be extended through mutual agreement as warranted to meet program needs. The 190-day contracts are to include at least five (5) paid holidays. The Board reserves the right to adjust specific days in keeping with the requirements of law.

3. Five (5) holidays:

- a) Labor Day
- b) Veterans Day
- c) Thanksgiving Day
- d) Martin Luther King Jr's Birthday
- e) Memorial Day

ARTICLE 8 - VACANCIES AND TRANSFERS

A. Definitions

- 1. Vacancy: A vacancy is a bargaining unit position which is presently not occupied by an incumbent and which the District intends to fill.
- 2. Transfer: A transfer is a shift from one bargaining unit position to another bargaining unit position.

B. Vacancies

- 1. All vacancies and new positions occurring during the work year shall be posted electronically and forwarded to each employee. In-house transfers will be considered before posting the position outside the agency.

C. Request for Transfer

- 1. Requests shall be made in writing to the immediate supervisor and the Human Resources Department. The application shall set forth the reason for the request.

D. Involuntary Transfers

- 1. When an employee is involuntarily transferred, the employee will have the opportunity to discuss the options regarding the new assignment with the appropriate administrator, at which time the employee will be notified of the reason for the transfer.
- 2. Notice of an involuntary transfer will be given to the employee as soon as possible.
- 3. Employees being involuntarily transferred are encouraged to contact Human Resources to seek information on appropriate vacancies known at the time the decision is being made. Employees will be able to indicate their preference of assignments.
- 4. If an involuntary transfer of a licensed employee occurs and the transfer is in excess of thirty (30 miles), IMESD shall pay moving costs with receipts provided (phone calls, trips, packing, moving) up to \$2000.00, and shall pay mileage for a maximum of three (3) months at the start of

the new assignment. Mileage reimbursement will occur only when the employee's contract is in effect. A one-time stipend of \$800 will be paid over the course of the year to the employee. IMESD will comply with IRS guidelines for moving costs and mileage reimbursements.

ARTICLE 9 - LEAVES OF ABSENCE

A. Paid Leaves

1. **Sick Leave** will be granted to all employees who are absent from work because of personal illness or injury or for any other reason set forth in ORS 653.616. Sick Leave will be granted on the basis of one (1) day per month or portion thereof that the employee is under contract or employed, in accordance with Oregon Law. At the time of retirement, unused sick leave shall be applied to retirement benefits, in accordance with ORS 238.350.
2. **Personal Leave:** Each employee under this agreement will be granted four (4), non-accumulative, Personal Leave days. Request for leave shall be submitted on a form, provided by the IMESD, to the employee's immediate supervisor at least two (2) days prior to the requested absence. In an emergency situation, notification to the immediate supervisor shall be sufficient. The employee is not required to state a reason for the absence as Personal Leave is non-restrictive.
3. **Personal Bereavement Leave:** Four (4) days per year will be allowed upon the death of a friend or family member. Request for leave shall be submitted on a form, provided by the IMESD, to the employee's immediate supervisor at least two (2) days prior to the requested absence. In an emergency situation, notification to the immediate supervisor shall be sufficient.
4. **Jury Duty and Legal Leave:** Jury Duty and Legal Leave of absence will be granted as required for jury duty, job-related legal hearings, and court appearances under subpoena, with the exception of personal suits or proceedings against IMESD. Any pay received by an Intermountain Education Association member for jury duty during regular school/work hours shall be turned over to IMESD.
5. **Emergency/Unexpected Closures Leave:** Licensed staff shall not report to work nor suffer any loss of pay on days when the school district(s), to which the member is assigned, are closed due to inclement weather or emergencies. Licensed staff may take a Personal Leave day or may adjust their work calendar to take that day as a Non-Contract Day if the employee is able to make the day up during the remainder of the contract year with meaningful professional development or work activities, as approved by their supervisor. If the employee is assigned to more than one district on a day, and one or more of the districts is open that day, the employee may report to the district that is open during their regularly scheduled time. If the employee is unable to get to their assigned school because of inclement weather and the school is open, the employee may use Personal Leave. If there is no Personal Leave available then it will be unpaid leave.
6. **Designated Association Representative Leave:** The IMESDEA President will provide the IMESD with a list of designated representatives, including association officers, at the beginning of each school year. Designated Association representatives shall be granted reasonable paid time to perform Association duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority.

- 7. Association Sick Leave Sharing:** Members of the Association will be allowed to share their accrued sick leave with other Association members according to the following guidelines should there be a need:
- a. Each Association member may donate up to two (2) days of said employee's sick leave from previous years. Days will be donated in one (1) day increments.
 - b. Such donations are completely voluntary.
 - c. To be eligible to receive donated sick leave, a current employee must be absent from work because of an injury or illness to the employee that prevents the employee from working. The District may request medical verification of this determination prior to approving leave requests.
 - d. The receiving employee must not be eligible for, or be receiving, any District paid leave, worker's compensation benefits, PERS or Social Security Disability benefits or long term disability insurance benefits.
 - e. An employee may not receive more than 40 days of donated sick leave during a 12-month period. Leave must be requested and allocated in 10 day increments.
 - f. Specific decisions as to employee eligibility will be made by mutual agreement between the Association and the District as per items C and D above.
 - g. The requests for days will be managed by the Association.

B. Unpaid Leaves

1. Unpaid Family Leave shall be provided up to twelve (12) weeks in accordance with state and federal law. Employees shall be allowed to use accumulated paid leave according to IMESD policy. Upon recommendation by the attending physician, or by the request of the employee, Unpaid Family Leave may be extended but not beyond the current contract year. Extended approval will be dependent upon the availability of an acceptable temporary employee or other mutually acceptable alternative. Extensions beyond the current contract year may be approved by mutual agreement between the employee, administrator and the Superintendent.

C. A leave of absence for up to two (2) years may be granted to an employee, upon application, for the purpose of engaging in study at an accredited college or university.

1. During a leave of absence at an accredited college or university, an employee may retain benefits of established insurance programs as long as that employee pays the premiums.
2. Upon return from leave, an employee shall be entitled to:
 - a. The same or similar position, provided a program exists. If a program does not exist, notice must be given to the employee in writing by June 30 of the year of program termination.
 - b. The same amount of accumulated Sick Leave as at the time of beginning the leave.
 - c. All seniority received prior to taking the leave.

3. No later than March 1, employees on leave of absence shall indicate in writing their desire to return to employment at the beginning of the next contract period.
4. Application for an extension or renewal of leave shall be made in writing to the Superintendent no later than March 1.

ARTICLE 10 - DEDUCTIONS AND DUES

- A. Upon appropriate written request from the employee, IMESD will deduct from the employee's salary and make appropriate remittance for the following approved deductions: annuities, credit union, and United Way.
- B. The IMESD will deduct dues, fees, and any other assessments or authorized deductions to the IMESDEA and the OEA in accordance with the payroll deduction authorizations signed by members and provided to the OEA. The OEA will provide the IMESD with a list identifying the employees who have signed such authorizations and to remit payment to the IMESDEA and the OEA.
- C. In October, February, and May of each year, IMESD shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, home address, home phone number. Whenever a new employee is hired into the bargaining unit, IMESD shall provide the above information within ten (10) days of hire.
- D. IMESD 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 11 - FUNDING

- A. The parties to this contract recognize that compensation and benefits provided therein are contingent upon adequate funding and must be provided by legally established budget and elections procedures. All such compensation and economic benefits are, therefore, contingent upon adequate revenue and approved budget.
- B. IMESD has no intention of reducing compensation and economic benefits specified in this agreement because of budgetary limitations, but IMESD cannot and does not guarantee any level of employment covered by this agreement.

ARTICLE 12 - WORK STOPPAGE – NO STRIKE CLAUSE

- A. The parties to this contract recognize the best interest of children cannot be served if a work stoppage or strike is initiated. Therefore, it is agreed that a work stoppage or strike shall not occur during the life of this contract.

ARTICLE 13 - TRAVEL

- A. An employee required to use his/her personal automobile for approved IMESD travel will be reimbursed at the current rate.
- B. Each employee will be reimbursed for IRS mileage and expenses incurred in regular travel outside IMESD's LSP boundaries in the following manner:
 - 1. Lodging: single room rate.
 - 2. Meals during out-of-IMESD's LSP boundaries will be reimbursed at a per diem rate of \$46.00 on the following basis: breakfast \$9.00, lunch \$12.00, and dinner \$25.00.
 - 3. Meals paid through, conference registration will be deducted at the per diem rate, i.e., if lunch (regardless of cost) is included in the registration, \$12.00 will be deducted from the daily per diem amount of \$46.00.

ARTICLE 14 - SALARIES

- A. Salaries will be based on the salary schedule attached to this agreement.
- B. Employees holding a Ph.D. or Ed.D. Degree prior to the beginning of the employee's annual contract, shall receive an annual stipend of \$1,000.00. Employees holding an Education Specialist degree prior to the beginning of the employee's annual contract shall receive an annual stipend of \$750.00.
- C. IMESD shall review prospective employee written documentation of education and experience, to determine which are appropriate to the position. IMESD will then place the employee on the salary schedule according to their academic preparation and years of experience. For those experiences determined to be appropriate, IMESD must receive written verification prior to employee's first day of work to be considered in placement on the salary schedule. Credit for academic preparation and experience not included or verified at the time of signing the individual contract may be credited beginning July 1 of the next fiscal year based on written verification as outlined above.
- D. Horizontal advancement shall be determined by the employee's accumulation of college or university hours and/or attainment of advanced degree(s).
- E. The employee shall provide IMESD with valid documentation of courses completed during the year before credit will be given on the salary schedule.
- F. The base salary for the 2020-2021 year shall be increased by 3%. The base salary for the 2021-2022 year shall be increased by 3%. The base salary for the 2022-2023 year shall be increased by 3%. Employees receiving satisfactory evaluations will receive an incremental or longevity stipend for each additional year of service if eligible. IMESD, through the use of the

evaluation procedure, may withhold salary increments for an employee who receives a below average and/or needs improvement evaluation and who has previously been placed on a program of assistance for improvement during the year.

- G. Any employee, who has reached the maximum pay increase step in columns and has been in that step for one year shall receive an increase to his/her salary annually as follows: Column 4 (MA) \$500, Column 5 (MA + 30) \$500, and Column 6 (MA + 50) \$1,100.
- H. An employee must have completed at least 135 days during one school year in order to be eligible for one (1) vertical step advancement for the succeeding school year.

ARTICLE 15 - INSURANCE

- A. Employees working thirty hours or more per week on a one-hundred-fifty-two (152) days or more per year contract will receive full insurance benefits. The amount for the 2020-2021 year shall be \$1,500. The amount for the 2021-2022 year shall be \$1,550. The amount for the 2022-2023 year shall be \$1,600. For all other employees the insurance amount will be prorated based on hours and days worked to apply toward medical, dental or vision coverage.
- B. IMESD will continue to offer coverage through OEBB (Oregon Educators Benefit Board) unless OEBB dissolves and we are mandated to change insurance providers. We will continue to offer comparable insurance through the dates of this contract. The Association has the right to change benefit plans annually, subject to OEBB rules.
- C. Any full-time employee, working thirty (30) or more hours per week on a one hundred ninety (190) day contract, and who has proof of insurance, may choose to opt out of OEBB, and will receive 35% of the IMESD cap per month in a Health Reimbursement Account.
- D. Health Savings Account (HSA): Employees that are eligible for health insurance may elect to participate in the high deductible health plan (currently OEBB/MODA Evergreen Plan). For employees choosing the highest deductible plan, the employees may invest in a Health Savings Account provided all criteria are met under the rules and regulations set forth by the IRS. IMESD will contribute to a Health Savings Account the lesser of: 1) the difference between the actual cost of the total premiums selected (medical, dental, vision) and the maximum IMESD insurance contribution for any given year or 2) the annual maximum allowed by the IRS.

ARTICLE 16 - TUITION REIMBURSEMENT

- 1. IMESD will provide members of the Intermountain Education Association with tuition reimbursement annually during the term of the contract. A total of \$20,000 will be available annually. Courses taken from June to May each contract year may be reimbursed in June at the end of the contract year if pre-approved on the IMESD pre-approval form. Completed classes must be passed with a grade of "B" or better, or passing with a pass/fail course, to qualify for reimbursement. All requests will be processed in June. If total requests for reimbursement exceed \$20,000, the reimbursements will be prorated equally among total number of credit hours.

ARTICLE 17 - COMPLAINT PROCEDURE

- A. IMESD believes that concerns and program issues should be resolved at the lowest level possible. It is, therefore, the policy of IMESD that when a patron, parent, agency or representative of a client has a concern regarding the program or performance of an employee, that this concern should be initially addressed to the employee in question. If concerns are received by the administration of IMESD before such an attempt at resolution has been made, the administration will consider whether it would be beneficial to encourage a meeting between the complainant and the employee.
- B. If the parties are unable to resolve the issue informally then the individual will have the option of filing a written complaint. If a written complaint is filed with IMESD then the following procedures apply:
 - 1. A conference between the administrator and the employee will be held.
 - 2. The employee will be provided with a copy of the complaint at the time of the conference between the employee and the administrator.
- C. If the complaint is not resolved at the administrator level the employee may discuss the situation with the Superintendent within forty-five (45) calendar days. The Superintendent will respond within ten (10) working days. The decision of the Superintendent will be final and binding on the parties.
- D. The employee has the right to have Association representation at any or all levels.
- E. The employee shall have the right to attach any rebuttals or explanations to any written documents placed in the personnel file.

ARTICLE 18 - LAYOFF AND RECALL

- A. IMESD retains the right to determine when a layoff is necessary. In the event that IMESD mandates a layoff, the layoff will be conducted pursuant to ORS 342.934.
- B. IMESD will notify the Association and the affected employees as soon as is practical.
- C. Seniority is defined as the employee's total length of continuous service in IMESD as a licensed employee. Seniority will be computed and accrue from the employee's first day of actual service in a bargaining unit position and shall continue to accrue during IMESD approved leaves. In the situation where two (2) or more employees have the same first date of service with IMESD, the tie will be broken by drawing lots.
- D. Pursuant to statute, IMESD may decide to retain a less senior employee. In these situations IMESD may retain a less senior employee by invoking one of the following provisions;
 - 1. The nature of the child's educational program is such that the student needs ongoing contact and/or consistent supervision with the employee already known to them; or
 - 2. The more senior employee has no practical experience in the program area and the less senior employee has relevant practical experience; or
 - 3. Should IMESD determine that a less senior employee has more competence, competence shall be defined as the ability to teach or provide a service required as part of IMESD's or a student's educational program based on recent experience or educational attainments or both, but not based solely on being licensed in the subject or service area; or

4. IMESD determines that a less senior employee has more merit than the more senior employee. For purposes of this article merit shall be defined as the measurement of one employee's ability and effectiveness against the ability and effectiveness of another employee.

- E. An employee who is laid off will remain on the recall list and be eligible for recall for twenty-seven (27) months from the effective date of the layoff. When IMESD determines that there is a vacant bargaining unit position for which the laid off employee is licensed and qualified, IMESD will use the following procedure:
 1. In determining which employee shall be recalled, the IMESD may use the same criteria that were available in determining which employees were laid off.
 2. IMESD will notify laid off employees of the position by certified letter, return receipt requested, at their address of record as maintained by IMESD Superintendent's office. It shall be the responsibility of the employee to make certain that the address is correct and that IMESD is notified of any changes. Laid off employees shall have seven (7) calendar days from the date of receipt on the return of such notification in which to indicate their acceptance or rejection of the position. The employee must return to active employment within an additional fourteen (14) days, or more at the option of IMESD.
 3. After twenty-seven (27) months on the recall list, or if the employee cannot be reached at his/her last known address (when the certified letter sent to the employee's address of record has been returned to IMESD), or if the employee rejects any position offered to him/her for which he/she is licensed and qualified, he/she shall forfeit all re-employment rights, shall be considered to have resigned and the employee's name will be removed from the recall list.
 4. Employees who wish to waive re-employment rights prior to twenty-seven (27) months subsequent to the effective date of a layoff, or at a later date, may do so by written notification to IMESD. Such notice will be considered a voluntary resignation and the employees shall forfeit employment rights with IMESD.
 5. Employees returning from layoff shall be credited with all seniority and Sick Leave he/she earned prior to the effective date of the layoff, but the employee shall not accrue leave, benefits or seniority during the period of the layoff.
 6. If, because of layoff, an employee does not complete at least 135 contract days that school year he/she was laid off, the employee will be placed on the same salary schedule step, as he/she was on, prior to layoff.

- F. Nothing in this article shall be construed as so to interfere with IMESD's right to dismiss a permanent employee, dismiss or non-renew a probationary employee pursuant to state law.

- G. An appeal of the IMESD's decision regarding layoff or recall pursuant to this article shall be by arbitration pursuant to statute.

ARTICLE 19 - ESTABLISHMENT OF HOME BASE

- A. IMESD will comply with IRS guidelines for non-taxable mileage reimbursement. By July 1st each year all new and current employees will receive written notification of their “home base” assignment.
- B. Department administrators will make this assignment based on the most central location to each employee’s weekly work area.
- C. The assignment will be considered the place of business for calculating reimbursable in-district travel during the employee’s normal working days and hours, and for the purposes of approved out-of-district (IMESD’s LSP Boundaries) travel.
- D. Whenever possible, place of residence will be given consideration.

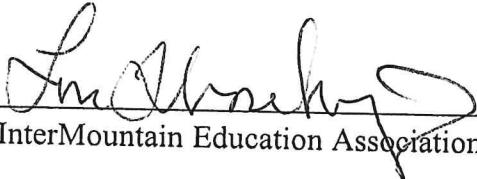
ARTICLE 20 - SAVINGS CLAUSE

- A. Separability - If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of a provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby and not be reopened for negotiations. Upon the request of either IMESD or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfying replacement of the provision ruled invalid.
- B. Compliance- Any individual contract between IMESD and individual employee 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.


NEGOTIATED CONTRACT

2020-2023

Ratified by the membership of the InterMountain Education Association (Association) this 13th day of March 2020.

SIGNED: 
InterMountain Education Association President

Ratified by the members of the InterMountain Board of Directors (IMESD) this 18th day of March 2020.

SIGNED: 
IMESD Superintendent


IMESD Board Chair

**InterMountain ESD
Licensed Salary Schedule
2020-2021**

| Range | | | | | | |
|-------|-----------|---------------|---------------|-----------|---------------|---------------|
| Step | BA (1) | BA +23 (2) | BA +45 (3) | MA (4) | MA +30 (5) | MA +50 (6) |
| 1 | 42,580 | 44,711 | 46,839 | 48,967 | 51,098 | 53,231 |
| 2 | 44,499 | 46,627 | 48,756 | 50,886 | 53,013 | 55,142 |
| 3 | 46,415 | 48,543 | 50,672 | 52,801 | 54,931 | 57,059 |
| 4 | 48,329 | 50,458 | 52,588 | 54,716 | 56,848 | 58,976 |
| 5 | 50,245 | 52,372 | 54,503 | 56,630 | 58,762 | 60,892 |
| 6 | 52,160 | 54,291 | 56,417 | 58,548 | 60,677 | 62,805 |
| 7 | 54,077 | 56,207 | 58,336 | 60,462 | 62,594 | 64,723 |
| 8 | 55,994 | 58,121 | 60,248 | 62,380 | 64,507 | 66,638 |
| 9 | 57,906 | 60,036 | 62,163 | 64,297 | 66,427 | 68,557 |
| 10 | 59,828 | 61,953 | 64,081 | 66,209 | 68,342 | 70,472 |
| 11 | 61,740 | 63,869 | 65,996 | 68,126 | 70,257 | 72,386 |
| 12 | 61,740 | 65,785 | 67,917 | 70,041 | 72,174 | 74,302 |
| 13 | 61,740 | 65,785 | 69,828 | 71,959 | 74,087 | 76,216 |
| 14 | 61,740 | 65,785 | 69,828 | 73,875 | 76,004 | 78,133 |
| 15 | 61,740 | 65,785 | 69,828 | 73,875 | 77,918 | 80,051 |
| 16 | 61,740 | 65,785 | 69,828 | 73,875 | 77,918 | 81,965 |

**InterMountain ESD
Licensed Salary Schedule
2021-2022**

| Range | | | | | | |
|-------|-----------|---------------|---------------|-----------|---------------|---------------|
| Step | BA (1) | BA +23 (2) | BA +45 (3) | MA (4) | MA +30 (5) | MA +50 (6) |
| 1 | 43,857 | 46,052 | 48,244 | 50,436 | 52,631 | 54,828 |
| 2 | 45,834 | 48,026 | 50,219 | 52,413 | 54,603 | 56,796 |
| 3 | 47,807 | 49,999 | 52,192 | 54,385 | 56,579 | 58,771 |
| 4 | 49,779 | 51,972 | 54,166 | 56,357 | 58,553 | 60,745 |
| 5 | 51,752 | 53,943 | 56,138 | 58,329 | 60,525 | 62,719 |
| 6 | 53,725 | 55,920 | 58,110 | 60,304 | 62,497 | 64,689 |
| 7 | 55,699 | 57,893 | 60,086 | 62,276 | 64,472 | 66,665 |
| 8 | 57,674 | 59,865 | 62,055 | 64,251 | 66,442 | 68,637 |
| 9 | 59,643 | 61,837 | 64,028 | 66,226 | 68,420 | 70,614 |
| 10 | 61,623 | 63,812 | 66,003 | 68,195 | 70,392 | 72,586 |
| 11 | 63,592 | 65,785 | 67,976 | 70,170 | 72,365 | 74,558 |
| 12 | 63,592 | 67,759 | 69,955 | 72,142 | 74,339 | 76,531 |
| 13 | 63,592 | 67,759 | 71,923 | 74,118 | 76,310 | 78,502 |
| 14 | 63,592 | 67,759 | 71,923 | 76,091 | 78,284 | 80,477 |
| 15 | 63,592 | 67,759 | 71,923 | 76,091 | 80,256 | 82,453 |
| 16 | 63,592 | 67,759 | 71,923 | 76,091 | 80,256 | 84,424 |

**InterMountain ESD
Licensed Salary Schedule
2022-2023**

| Range | | | | | | |
|-------|-----------|---------------|---------------|-----------|---------------|---------------|
| Step | BA (1) | BA +23 (2) | BA +45 (3) | MA (4) | MA +30 (5) | MA +50 (6) |
| 1 | 45,173 | 47,434 | 49,691 | 51,949 | 54,210 | 56,473 |
| 2 | 47,209 | 49,467 | 51,726 | 53,985 | 56,241 | 58,500 |
| 3 | 49,241 | 51,499 | 53,758 | 56,017 | 58,276 | 60,534 |
| 4 | 51,272 | 53,531 | 55,791 | 58,048 | 60,310 | 62,567 |
| 5 | 53,305 | 55,561 | 57,822 | 60,079 | 62,341 | 64,601 |
| 6 | 55,337 | 57,598 | 59,853 | 62,113 | 64,372 | 66,630 |
| 7 | 57,370 | 59,630 | 61,889 | 64,144 | 66,406 | 68,665 |
| 8 | 59,404 | 61,661 | 63,917 | 66,179 | 68,435 | 70,696 |
| 9 | 61,432 | 63,692 | 65,949 | 68,213 | 70,473 | 72,732 |
| 10 | 63,472 | 65,726 | 67,983 | 70,241 | 72,504 | 74,764 |
| 11 | 65,500 | 67,759 | 70,015 | 72,275 | 74,536 | 76,795 |
| 12 | 65,500 | 69,792 | 72,054 | 74,306 | 76,569 | 78,827 |
| 13 | 65,500 | 69,792 | 74,081 | 76,342 | 78,599 | 80,857 |
| 14 | 65,500 | 69,792 | 74,081 | 78,374 | 80,633 | 82,891 |
| 15 | 65,500 | 69,792 | 74,081 | 78,374 | 82,664 | 84,927 |
| 16 | 65,500 | 69,792 | 74,081 | 78,374 | 82,664 | 86,957 |