



Agreement Between

Multnomah Education Service District

&

MESD Education Association

2010-2012

An Equal Opportunity Employer

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PREAMBLE

This Agreement is entered into by Multnomah Education Service District, herein referred to as District, and the Multnomah Education Service District Education Association, herein referred to as the Association.

ARTICLE 1- RECOGNITION

- A. The District recognizes the Association as the sole and exclusive collective bargaining representative for all members of the bargaining unit.
- B. The bargaining unit shall be composed of all regularly employed contracted employees who are contracted to work ninety-six (96) contract days or more in the fiscal year and who are earning one-half salary or more.
 - 1. Specifically excluded are substitutes, temporary employees whose contract is for less than ninety-six (96) days, supervisors, confidential employees and other employees not specifically included in the bargaining unit by paragraph B-1 above.
- C. Granting of recognition to the Association is not to be construed as obligating the District in any way to continue any functions or policies.

ARTICLE 2 - STATUS OF AGREEMENT

- A. In the event that a practice, policy, rule or regulation or portion thereof, of the District is inconsistent with this Agreement, the Agreement shall prevail.
- B. All individual employment contracts between the District and members, in existence or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual employment contract contains language inconsistent with this Agreement, this Agreement during its life, shall be controlling.
- C. There shall be two signed copies of this Agreement. One shall be retained by the District and one by the Association. The Association and the District agree to equally share the cost of printing sufficient copies of this Agreement.
- D. Both parties acknowledge that all matters have been negotiated at the negotiating table and that this Agreement reflects such. Therefore, the provisions included in this Agreement shall be inclusive and binding upon both parties during the life of this Agreement and neither party shall be obligated to negotiate on any matter that is not in this Agreement.
- E. In the event any provision of this Agreement is held invalid by any court or tribunal of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by such court or tribunal, the remainder of this Agreement shall remain in full force and effect. When such decision has become final, and upon request of either the District or the Association, the parties agree to enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the provision.

ARTICLE 3 - NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. This Agreement shall remain in effect until June 30, 2012, and shall be automatically renewed for one year unless either party notifies the other in writing on or before January 10, 2012, of its intent to renegotiate a successor Agreement. If such notice is given, this Agreement shall terminate on June 30, 2012.

- B. In the event negotiation sessions are held on District time, a maximum of five members will be allowed to participate in the sessions. The sessions may be held on District time up to a maximum of 60 hours in the aggregate. This 60 hours is determined by calculating the combined total of hours spent by the five members.

ARTICLE 4 - DEFINITIONS

Unless otherwise specifically stated, throughout this Agreement, the following definitions shall hold:

- A. Member - Any member of the bargaining unit.
- B. Day - A day contracted by a member with the District.
- C. Bargaining Unit - (See Article 1-B)
- D. Association - The Multnomah Education Service District Education Association, Oregon Education Association, National Education Association.
- E. District - Multnomah Education Service District. Any reference in this Agreement to Board, District, Superintendent, supervisor, administrator, or any other management level position excluded from the bargaining unit shall be interpreted to be a generic reference to the employer and shall not restrict the organizational or delegatory rights and prerogatives of the employer.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

The parties recognize that the revenue needed to fund the District programs and services must be provided through the resolution and budget process. The District has no intention of reducing wage or benefit rates, but cannot, and does not, guarantee any hourly, daily or yearly level of employment for members of the bargaining unit.

ARTICLE 6 - MANAGEMENT RIGHTS

- A. It is recognized that the District has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of the members affecting the District including, but not limited to, the following:
1. The right to determine location of schools and other facilities;
 2. Determination of the financial policies of the District;
 3. Determination of the management, supervisory, or administrative organization of the system, and the selection of members for promotion;
 4. Maintenance of discipline and control and use of property and facilities;
 5. Determination of safety, health, and property protection measures where legal responsibility of the District or other governmental unit is involved;
 6. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 7. The direction and arrangement for all the working forces in the system, including the right to hire, suspend, discharge, or transfer members;
 8. The creation, combination, modification, or elimination of any position deemed advisable by the District;
 9. The determination of the size of the working force, the allocation and assignment of work to members, the determination of policies affecting the selection of members, and the establishment of quality standards and judgment of member performance;
 10. The determination of the layout and the equipment to be used, the selection of textbooks, teaching aids and materials, the right to plan, direct, and control school activities, the evaluation of the members, and the determination of the subjects to be taught;
 11. The right to establish and revise the school calendar, establish hours of employment, schedule classes, and assign work loads.
- B. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location or on any other basis. However, in the event that the District subcontracts work which displaces a

member, the District will give notice at least sixty (60) calendar days prior to said displacement. While the District retains the right to make the decision to subcontract, the District will, upon request, negotiate with the Association regarding the impact of the decision on the displaced member(s). For the purposes of this Agreement, services provided through the use of transit funds transferred to constituent districts of Multnomah ESD are not considered subcontracting and shall not be cause for negotiations on decision or impact.

- C. The foregoing enumerations of the functions of the District shall not be considered to exclude other functions of the District not specifically set forth; the District retains all functions and rights to act not specifically nullified by this Agreement.
- D. Nothing in this Article shall be construed or applied in such a way as to:
 - 1. Violate any term of this Agreement, or
 - 2. Violate any term of a contract of employment of any member, or
 - 3. Deprive the Association of the right to bargain on any mandatory subject after the bargaining period is reopened for successor contract negotiations, or
 - 4. Violate the terms of any State or Federal Statute or the constitutions of Oregon or the United States. However, nothing in this Agreement shall be construed so as to incorporate into this Agreement any such statutory or constitutional provision(s), unless specifically cited within this Agreement.
- E. In the event the terms of any other Article of this Agreement are in conflict with the terms of this Article, the terms of such other Article shall control.

ARTICLE 7 - RIGHTS OF MEMBERS

A. Discipline

1. No member shall be disciplined without just cause. For purposes of this subsection A.1., discipline shall be defined as a written reprimand or a suspension with or without pay. A member may also be placed on a temporary leave with pay when there is a good faith basis, on the information available, to remove a member from the worksite pending an investigation. Notwithstanding, a leave with pay which is used to remove a member from the worksite pending an investigation shall not be considered "discipline."

B. Dismissal

1. The dismissal, nonextension or nonrenewal of contract or probationary members who are required to hold a teaching license as prescribed by the TSPC for employment with the District shall not be subject to subsections B.2, 3, and 4.
2. After three (3) years of continuous employment, members who are not required to hold a license as provided by the TSPC as a condition of employment shall not be dismissed without cause. For this purpose, cause shall be defined as any event which constitutes inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance or failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth.
3. During the first three (3) years of employment, members who are not required to hold a license by TSPC shall be considered probationary and may be dismissed or nonrenewed at the discretion of the District.
4. In arbitral matters, in the absence of proof that the District acted arbitrarily, capriciously, or without substantial evidence, the arbitrator shall not rule that the District acted without cause.
5. Notwithstanding the above, newly hired bargaining unit members may, at the discretion of the District, be employed for a shorter probationary period of not less than one year for members who have satisfied a three-year probationary period in another Oregon school district or E.S.D.

C. Evaluation of Students

The right and responsibility to determine grades and other evaluations of students shall be maintained by those members whose job descriptions require such determinations. No student's grade or evaluation shall be changed without notice to the member. If a grade or evaluation is changed, the Board accepts full responsibility.

D. Criticism

Except in cases of emergency, criticism of a member by a supervisor, administrator, or Board Member, or of a supervisor, administrator, or Board Member by a member shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. Identification

No member shall be prevented from wearing pins or other identification of membership in the Association or a social, professional or other organization. However, if the wearing of pins, badges, bands, or other article(s) of wearing apparel disrupts the activity, order, and operation of the District, they shall be removed upon the request of the Superintendent or his designee.

F. Representation

In the event that a supervisor or the Superintendent is calling a member to a meeting the purpose of which is to take a disciplinary action (as defined in subsection A.1. above) against the member, the member will be informed in advance that the purpose of the meeting is to discuss a disciplinary action and he/she shall, upon notice to the District, have the right to have representation by the Association present at the meeting.

G. Change in Job Description/Hours

The duties and position responsibilities of a member shall not be substantially altered or increased without consultation between the member and the member's supervisor prior to such changes being implemented. Any change in a member's number of hours of employment or written job description shall be discussed with the member prior to implementation of such change.

H. Change in Program/Service

Supervisors will provide notice to members of any proposed substantial change in a program or service and will allow for member input before implementation of the change.

I. Right to View Own Personnel Files

1. Each member shall have the right, upon request, to review the contents of the member's own personnel file exclusive of materials received prior to the date of employment by this District. A representative of the Association may, at the member's request, accompany the member in this review.
2. Upon written request, the District shall provide a member with photocopies of any documents which have been placed in the personnel file subsequent to employment by the District.
3. Copies of a member's annual contracts shall be made available in the District Human Resources Office for inspection by the member upon written request.
4. The District will inform a member when materials are being added to the member's personnel file. A copy of the materials will be given to the member at that time. A member has the right to submit a written response to anything in his/her personnel file for inclusion in the file.
5. By written notice to the Superintendent, an employee may request that material be removed from the personnel file. If the Superintendent agrees, the material shall be removed.

ARTICLE 8- ASSOCIATION RIGHTS, PRIVILEGES, & RESPONSIBILITIES

- A. Use of Buildings. The Association and its representatives shall have the right of access to the District building for regular or special meetings and workshops provided such special meetings or workshops are consistent with administrative procedures regarding District use of facilities. The District may make a reasonable charge when services are required beyond normal operations.
- B. Use of Office Machines. The Association shall have the right to use District equipment at reasonable times and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost and for any repair necessitated as a result thereof.
- C. Use of Internal Mail Facilities. The Association may use the internal school mail facilities, mail boxes and designated District bulletin boards for Association communications which are properly identified as long as they are not libelous to the District or any individual.
- D. Use of Computer System/Internet/Intranet. The Association may use the District's computer system and its internet/intranet connections for Association/District communications, subject to the law, the rules and regulations of the Government Standards and Practices Commission, and Board Policy and Procedures.
- E. Release Time for Association President. The District shall provide up to one (1) hour a week of release time to the Association president to implement the mechanics of this Agreement. If any designated Association representative, other than the president, is to use the allocated time, the Association shall notify the Director, Human Resources or the designee.
- F. Orientation for New Members. The Association may, with mutual consent, co-sponsor with the District programs of orientation for new members.
- G. Announcements at Staff Meetings. The Association, at the conclusion of a staff meeting, may make brief Association announcements as a scheduled item on the agenda.
- H. Names and Addresses. Once per year, upon request by the Association, the District will provide the names and addresses of all members. The District will provide the names and addresses of newly hired members during the term of this contract.
- I. Notice of Representatives. By July 1 of each year, the Association shall notify the District in writing of the persons designated to represent the Association and/or a member in matters other than section D above.

J. Right to Information. The District will make available one copy of the following information to the Association free of charge:

1. Proposed, approved and adopted District budgets;
2. Annual District audit;
3. Board meeting agendas and unapproved minutes;
4. Resolutions prepared for Board action;
5. Unapproved minutes and agenda for all budget committee meetings;
6. Monthly financial statements of the District as distributed to the Board at regular Board meetings;
7. A "scattergram" in each year. The scattergram will give the number of employees, their salaries, and their full-time equivalencies;
8. New District policies relating to member working conditions;
9. All job vacancies for positions represented by MESDEA, as such notice is posted;
10. Accumulated days and the number of days charged to the sick leave bank for the previous year;
11. A seniority list accurate as of July 1 of the current contract year.

K. Association Leave for State or National Officer. Up to two (2) years of leave without pay may be granted, upon request, for a member to perform the duties of a state or national Association officer. A member on such leave shall retain all benefits accrued in the District prior to the leave upon his/her return from that leave, including sick leave and position on the compensation schedule. Such benefits will not accrue during the leave of absence. Such unpaid leaves may be extended by mutual agreement of the District and the member. Additionally, members may be granted, upon request, up to one (1) year of leave without pay to perform duties with the state Association, such as with the intern program or as an assigned cadre.

ARTICLE 9 - PERSONAL AND ACADEMIC FREEDOM

A. Personal Freedom

The personal life of a member is not a concern of the District unless it can be reasonably shown to have a negative effect on the performance of the duties and responsibilities to which the member is assigned.

B. Academic Freedom

The District and the Association agree that academic freedom is essential to the fulfillment of the purposes of the District. A member's academic freedom is the right and responsibility to study, investigate, present, interpret and discuss all relevant facts and ideas in the field of the member's professional competence.

The American academic tradition which stresses the free exchange of ideas is at the very heart of classroom teaching and curriculum development. Members have special rights and bear special responsibilities.

It is the right of classroom teachers:

To participate in the development of curriculum and the selection of teaching materials.

To select for classroom study controversial issues related to the curriculum and appropriate to the maturity, intellectual, and emotional capacities of the students.

To have access to adequate instructional resources so that all sides of an issue can be presented adequately.

To call upon teaching colleagues, administrators, and professional organizations for assistance and advice.

To teach in the member's area of academic competence without regard to race, sex, or ethnic origin.

To express one's own point of view in the classroom as long as it is clearly indicated it is the member's own opinion and explains the basis for the position.

To work in a climate conducive to rational and free inquiry.

It is the responsibility of classroom teachers:

To accord every student the right to confront and study controversial issues.

To respect the right of every student to identify, express, and defend opinions in the classroom without penalty as long as it does not conflict with the classroom activity or infringe upon the right of students or others involved.

To promote the fair representation of differing points of view on all issues studied.

To endeavor to conduct classroom activities so they do not adversely reflect upon any individual or group because of race, creed, sex, or ethnic origin.

To develop in students skills in problem solving.

To provide a procedure for the students whereby they receive full and fair consideration when they take issue with teaching strategies, materials, course requirements, or evaluation procedures.

To exemplify objectivity in the search for truth, to demonstrate respect for minority opinion and to recognize the function of dissent within the democratic process.

To avoid the use of profanity in materials or speech except where it is reasonably necessary to the subject at hand.

- C. Nothing in this Article shall be construed so as to restrict the right of the District to assign, transfer and direct the members or to revise the members' job duties and responsibilities, or to establish and revise curriculum and curricular guidelines.
- D. Finally, nothing in this Article shall restrict the right of the District to limit the members' on-the-job activities to duties and responsibilities in their job descriptions while the members are on District-paid work time.

ARTICLE 10 - NONDISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any member covered by this Agreement because of age, race, religion, sex, national origin, disability or sexual orientation. All references to members in this Agreement designate both sexes.

- B. The parties agree that this provision is subject to the Grievance Procedure under the condition that no other discrimination claim, suit, or charge is filed with any State or Federal agency or Court; provided further that if any such claim, suit, or charge is filed subsequent to the filing of a grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its state in the Grievance Procedure.

ARTICLE 11 - WORKING HOURS AND WORK LOAD

A. Working Hours

The present practice regarding working hours shall continue, i.e., ordinarily 40 hour week. This shall provide for:

1. Time during the normal workday for full-time classroom teachers of one and one-half hours for preparation which includes:
 - a. A preparation period for full-time classroom teachers of forty-five continuous minutes a day shall be provided. The District agrees that it will not normally schedule activities, such as assigned student supervision, instruction or assigned meetings, during that preparation period. This 45-minute period shall not include travel time necessary to move between classroom work sites for those classroom teachers having work sites in more than one building.
 - b. In addition to the preparation period in A.1.a. above, full-time classroom teachers shall have forty-five minutes for planning, which includes but is not limited to parent conferencing, student conferencing and other matters related to meeting the expectations of the District.
 - c. For purposes of this section of this Article, "full-time classroom teacher" shall mean a classroom teacher who is regularly scheduled to work an eight hour day.
 - d. The preparation time listed in A.1.a. and b. above shall be prorated for less than full-time classroom teachers.
2. The inclusion of the one-half (1/2) hour duty-free lunch period and two (2) fifteen (15) minute break periods for all members are included within the eight (8) hour day.

B. The daily schedule shall be applicable to Special Education teachers who shall be present at the designated work site during the normal workday.

1. Once per week, and in the absence of scheduled program activities, the teacher may leave the site after the pupils have gone home to attend to the direct needs of a student or the class, or in the case of an emergency. Site is herein defined as the local school building or the one ESD operated building to which the member is assigned. Except in case of an emergency, one (1) day's advance notice shall be given to the appropriate supervisor or Cabinet member.

- a. Upon request by the appropriate supervisor or Cabinet member, the teacher shall provide documentation of the reason for leaving the work site.
 2. Exceptions may also be made when the teacher desires to leave the site early by requesting such to the appropriate supervisor at least two (2) days in advance.
- C. Each full time Registered Nurse working in a population based assignment will have two (2) non-student workdays scheduled into his/her work calendar. These two (2) non-student workdays shall not increase the total number of a Registered Nurse's workdays.
1. One (1) of the non-student workdays described in C above shall be scheduled September through December and shall not include the non-student workdays prior to the first student contact day of the school year, based on assignment.
 2. One (1) of the non-student workdays described in C above shall be scheduled during January through May.
 3. The selection of non-student workdays will be based on school/district/worksite calendars and the Registered Nurse's workload requirements. The Registered Nurse and his/her supervisor will mutually agree as to which non-student workdays are scheduled. The days may be scheduled in no less than one-half day increments.
 4. The two (2) non-student days shall be prorated for less than full-time Registered Nurses.
 5. This Section C only applies to Registered Nurses working in a population-based assignment, it does not apply to:
 - a. Registered Nurse/Direct 1-1 Student Care;
 - b. Registered Nurse, On Call;
 - c. Registered Nurse, Outdoor School;
 - d. Registered Nurse Specialist for Students with Complex Chronic Health Problems; or
 - e. Nurse Consultant.
- D. Responsibility and Assignment

The District shall provide each new member a job description as part of the employment contract. The District shall also provide a job description when major responsibility changes occur.

1. The job description shall state the major duties and responsibilities.
2. The member's job description, in such cases as the above, shall become part of the contract and assigned duties and responsibilities shall be in accordance with such job description.
3. In any event, individuals' job descriptions shall be made available to any member, upon request.
4. Changes to job description shall be in accordance with Article 7, Section G.

E. Staff Meetings

Scheduled staff meetings shall be held within the normal workday, if possible. Attendance shall be obligatory unless arrangements are made with the appropriate supervisor.

1. Scheduled staff meetings outside the normal workday shall not ordinarily exceed one per month.

F. When a member is required to work in excess of his/her regularly scheduled hours, and when he/she is given written approval in advance, the member will earn compensatory time off in an amount equal to the amount of time worked in excess of the regularly scheduled workweek. The compensatory time off shall be scheduled by mutual agreement between the member and supervisor. However, if the supervisor and member cannot agree, the District retains the right to schedule such time.

G. Compensatory Time

1. Compensatory time is governed by Article 11(F).
2. The member is expected to use all resources available to avoid working beyond his/her usual scheduled hours.
3. The member will obtain written approval from his/her supervisor in advance of accruing compensatory time.
4. Compensatory time is earned in an amount equal to the amount of time worked in excess of the regularly scheduled workweek.

5. Use of compensatory time shall be scheduled by mutual agreement between the member and supervisor. If they cannot reach mutual agreement, the District retains the right to schedule the time.
6. Compensatory time should be used in the month accrued or scheduled as soon as possible, considering individual assignment and school needs.
7. Accrued but unused compensatory time shall be paid to a member in the June payroll. Time shall be paid using the member's hourly or daily rate in effect at that time.
8. Time is documented in fifteen minute increments on the compensatory time form.
9. When compensatory time is accrued or used in a month, the member must submit the form to the member's supervisor on the last working day of each month.

ARTICLE 12 - WORKING CONDITIONS

- A. The District recognizes the need for and agrees to make reasonable provisions for texts and resource materials, laboratory and audiovisual equipment, standard tests and questionnaires, art and athletic supplies and equipment, current periodicals, and other similar teaching tools, and agrees to consult with members in the purchase and use of such material. The above items shall be made reasonably available to all members.
- B. The District shall provide for reimbursing members for out-of-pocket job-related expenses in acquiring material not in immediate stock of the District and approved, in advance by a member's immediate supervisor.
- C. Members' attendance at their work sites when children are to be excused from attendance shall be governed by the host district or institution policy; however, a member shall not be required to work more than the number of contracted days specified nor shall the District pay for more or the member work less than the specified number of contracted days. If due to such closure the number of school days falls below the minimum required by an Oregon Administrative Rule for State funding support, sufficient school days to meet the minimum requirement will be made up at the end of the school year at no additional cost to the District for classroom teacher salaries.
- D. Hazardous Work
 - 1. Whenever a Member believes he/she has been instructed to perform work under hazardous conditions, such person shall have the right to discuss his/her concerns with the supervisor. After such a meeting, if the Member still contends the job to be performed is hazardous, he/she shall immediately notify the safety officer regarding the situation. The safety officer will make a determination regarding the Member's contention and make a ruling
 - 2. In the event the Member becomes aware of an unsafe condition and is conscious that it is unsafe, he/she shall notify his/her immediate supervisor promptly.
 - 3. The District will attempt to keep Members informed of determinations made by the District regarding Members' safety concerns.
 - 4. Unit members shall be instructed as to prevention and protection from diseases, illness or hazards.

ARTICLE 13 - GRIEVANCE PROCEDURE

The District and Association recognize the need to provide for the orderly resolution of any grievance arising out of a violation of this contract. No member shall be set apart or treated differently for having chosen to use the procedures for resolution of grievances and the procedures shall not be used for the purpose of harassment. To this end, members shall utilize these provisions for the resolution of grievances prior to seeking redress through other means.

A. Definitions

1. A "grievant" is a member who initiated a grievance and was adversely affected by the conduct complained of in the grievance. More than one member may join in a grievance. The Association may be a "grievant" to the extent that there has been a violation of the rights of the Association as explicitly set forth in this Agreement.
2. A "grievance" is an alleged violation of this Agreement. The term "grievance" shall not include and this grievance procedure shall not apply to any of the following:
 - a. Any matter as to which the District is without authority to act.
 - b. Proceedings for dismissal of members, except for dismissals as provided for in Article 7.B.2 and 4 of this Agreement.
 - c. Any attempt to change this Agreement or written District policies or Administrative rules and regulations provided such policies, rules or regulations are not inconsistent with this Agreement.
3. The term "days" means contracted days of the grievant. Weekends, holidays, and noncontracted days are thus excluded, except that when a grievance is submitted on or after forty (40) days before the end of the contract period of the grievant, the time limits shall consist of all calendar days so that the matter may be resolved before the close of the individual's contract term or as soon as possible thereafter.
4. A "policy grievance" is an alleged violation of a written District Board Policy. Such a grievance may be processed only through Level II - Superintendent. The decision of the Superintendent will be final and shall not be subject to review or adjustment by any third party.

B. Nonarbitrable Matters

1. Grievances based on any of the following subjects are not subject to arbitration;
 - a. Assignment: Except that violations of the procedure outlined in Article 16, B, may be subject to arbitration.
 - b. Transfers: Except that violations of the procedure outlined in Article 16, subsections C, 1 and 2, and D, 2, may be subject to arbitration.
 - c. Evaluative judgments.
 - d. Any matter as to which other statutory, judicial, or administrative remedies are available (including but not limited to dismissal, demotion, retention of personnel, claims of discrimination by reason of age, race, religion, color, sex or national origin).
2. The foregoing items, however, are subject to grievance procedures through Level II, unless excluded by the terms of Section A-2 and A-4, or by any other provision of this Agreement.

C. Procedural Rules

1. The grievant must be present at all steps of the procedure if reasonably possible. The grievant may choose and be represented by a representative at any step of these procedures. The Administrator whose action is subject of the grievance shall be present at all stages of the proceedings if reasonably possible.
2. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process; provided that except for initiation of the grievance, the number of days indicated at each level shall be extended by any period of approved leave. Time limits may be extended by mutual agreement.
3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall preclude further access to the grievance procedure on that grievance.
4. The District and its administrators will cooperate with the grievant in the investigation of any grievance, and will furnish the grievant with such necessary and readily available information as is requested by the grievant or an authorized representative for the processing of any grievance.

5. Except as otherwise provided by law, a member shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies.
6. Each grievance shall have been initiated within fifteen (15) days of the occurrence complained of, or in the event the grievant did not have knowledge thereof, then within fifteen (15) days of first acquisition of such knowledge by the grievant.
7. Any grievance based upon an occurrence which is not under the jurisdiction of an immediate supervisor shall be presented to the appropriate administrative authority. Subsequent proceedings shall be conducted at the appropriate levels.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be put in the personnel file of the participants, except where otherwise required by law. The grievant and/or the representative shall have access to the file relating to the grievance. All grievances shall be processed on the attached form. (See Appendix C.)
9. The written grievance statement must contain a plain and concise statement of the facts leading to the grievance, the section(s) of the contract allegedly violated, and the remedy sought. The written statement must identify the grievant(s). Where the grievant does not sign the grievance statement, the grievant must appear at the Superintendent and Board levels.
10. Any grievance based on an occurrence during the life of this Agreement shall be processed to its conclusion by the procedures of this Agreement regardless of the termination of this Agreement and/or the beginning of another Agreement.
11. A grievance is deemed to be initiated when the grievant initiates Level I, Informal Phase, by so stating to the immediate supervisor, or appropriate administrative authority.

D. Grievance Procedure

1. Level I - Immediate Supervisor/Appropriate Administrative Authority
 - a. Informal Phase

In an attempt to resolve the problem the grievant shall meet with the immediate supervisor or appropriate administrative authority and discuss the situation. The grievant will state that he/she is initiating a grievance. The grievant and the immediate supervisor will attempt to set an informal meeting to discuss the grievance within ten (10) days.

If mutual agreement on a meeting date cannot be achieved within ten (10) days, then the grievant may move on to the Formal Phase.

b. Formal Phase

Step 1 - In the event the problem was not resolved in the informal phase, within ten (10) days the grievant shall submit a written statement of the grievance (Grievance Form) to the Cabinet member or appropriate administrative authority who shall prepare a written statement of response within ten (10) days. In the event the Cabinet member or appropriate administrative authority is unable to prepare a written statement within ten (10) days, he/she shall so notify the grievant and representative.

Step 2 - If the grievant does not consider the decision acceptable, the grievant may, within ten (10) days of the decision, file a written appeal to the Superintendent. This appeal shall set forth the reasons why the grievant considers the decision rendered at Step 1 unacceptable.

2. Level II - Superintendent

Step 1 - Within ten (10) days after receiving the appeal request, the Superintendent or the Superintendent's designee shall conduct a hearing in which the parties to the dispute may present their respective positions on the matter.

Step 2 - Within ten (10) days following the conclusion of the hearing, the Superintendent or his designee shall communicate, in writing, his decision to the parties involved. A policy grievance shall not be pursued beyond this level.

3. Level III - District Board

Step 1 - If the decision of the Superintendent or his designee is not acceptable to the grievant, the grievant may appeal to the District Board by letter directed to the Board's Clerk. The appeal shall be in writing and delivered within ten (10) days of the decision.

Step 2 - The hearing shall be held as soon as practicable after receipt of the appeal. In the case of nonarbitrable matters, the hearing shall be conducted by the District Board. In the case of arbitrable matters, the District Board, at its election, may conduct the hearing, or it may appoint a hearing panel. All decisions of the hearings panel shall be final and shall not be subject to appeal to the full District Board, but shall be applicable to arbitration as herein provided. In arbitrable grievances, the District Board reserves the right to waive the hearing of any grievance.

Step 3 - The District Board or its designee shall deliver its written decision to the grievant with copies sent to the Superintendent and all persons officially involved in the grievance within ten (10) days after conclusion of the hearing.

4. Level IV - Arbitration

- a. Insofar as the District Board decision does not essentially stem from one or more items of the items listed in Section B above, or the District Board having waived its rights to hear the grievance, the grievant, with the written approval of the Association, may request in writing that such decision be submitted for arbitration within twenty (20) days of the decision at Level III. Except for those items which are excluded from the grievance procedure and those items which are excluded from arbitration, all the provisions of this Agreement, including all items incorporated herein by reference, are subject to arbitration. In such cases the following procedures shall apply:

Step 1 - Within fifteen (15) days after such written notice of submission to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment of an arbitrator to serve within the specified period, either party may request a list of five (5) arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. When the list is received, the parties shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list. The last remaining name shall be the arbitrator.

Step 2 - The arbitrator so selected shall be bound by the rules of the American Arbitration Association, except as herein designated otherwise. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violation of the terms of this Agreement. The arbitrator shall not add to, subtract from, alter or modify this Agreement. In any matter which requires the exercise of judgment by an administrator, the arbitrator may not substitute the arbitrator's judgment for that exercised by the administrator, but the arbitrator may review the administrator's judgment on the basis of whether or not a reasonable administrator would have exercised his/her judgment to reach the same conclusion under the same circumstances. Insofar as the decision (1) involves only the matters

subject to arbitration as described hereinabove in this level; (2) is in accordance with the legal meaning of this Agreement, such decision shall be final and binding on all parties to the grievance.

Step 3 - The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the grievant. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 14 - COMPLAINT PROCEDURE

- A. The District and its MESD EA members shall attempt to resolve complaints through a flexible process. Before the complaint (not the subject of a grievance as defined in this Agreement) may be used as evidence in the evaluation of a member, or included in the member's personnel file, it shall first be reviewed under the following procedure:
1. The member's immediate supervisor will apprise the member, in writing, of the full nature of the complaint within fifteen (15) working days after receipt of the complaint. The complainant will be identified. The member will be provided with the opportunity to respond to the complaint in writing.
 2. The member shall have the right of representation at any meeting or conference held to resolve complaints.
 3. At the conclusion of the supervisor's review of the matter, written determinations will be provided to the member. The supervisor will attempt to conclude the review in a reasonable period of time.
 4. Any complaint against a member which the District decides not to discuss with the member shall not be considered in the member's evaluation or placed in the member's personnel file.
- B. Supervisors will encourage utilization of the Staff Resolution of Conflict Process for employee to employee complaints. (Forms are available from supervisors and Association's representatives.)

ARTICLE 15 - MEMBER WORK CALENDAR

- A. The immediate supervisors and/or Cabinet members shall consult with specialists on the distribution of days in their work calendars for each year. Other members may, if they desire, provide input on their calendars. ESD supervisors shall determine the distribution of days in the specialists' work calendars considering input from the specialist and the needs of the local districts. ESD supervisors shall determine the location and the content of any inservice days. The member's work calendar shall become a part of the member's contract at the beginning of each contract year except as specified by State law. The calendars of all host districts shall be made available to members, upon request, when issued or when revised by host districts.
1. Special Education classroom teachers shall have a work calendar which calls for the same number of workdays regardless of program or site. However, newly-hired Special Education classroom teachers may, at the discretion of the District, have two (2) extra contract days added onto their work calendar during the first year of employment. The instructional days for a Special Education classroom teacher shall be determined by the number of instructional days of the district in which the Special Education class is located, but shall not be less than 175 days per year.
 - a. An instructional day shall be defined as not less than 1/2 day of classroom instruction.
 - b. Parent-teacher conference days, inservice days, and paid holidays shall comprise the difference between the number of instructional days and 190.
 - c. Notwithstanding the foregoing provisions of this subsection, in the event that a constituent district to which a Special Education teacher is assigned is not open for, or reduces its calendar below, 175 instructional days, the number of contract days of any teacher assigned to the constituent district may be reduced by the same number of days the constituent district reduces its calendar below 175 instructional days. Compensation will be prorated accordingly. This Article does not affect the District's right to lay off members. In the event that the number of contract days for a teacher is reduced by more than thirty (30) days pursuant to this provision (Article 15. A. 1. C.), effective on the thirty-first (31st) day the teacher shall come under the provisions of the Article on Layoff.
- B. Once the member work calendar has been established and has become a part of the work contract, changes shall only be made for reasons that arise because of calendar changes in constituent school districts in which an affected member works

or for other necessary or unavoidable reasons, as judged by the supervisor or Cabinet member, or by mutual agreement between the member and his/her immediate supervisor with the approval of the appropriate Cabinet member.

ARTICLE 16 - ASSIGNMENTS, TRANSFERS, VACANCIES, AND JOB SHARING

A. Definitions

1. Assignment - means work site location. The supervisor has the authority to move a member from one work site location to another.
2. Transfer - means to move from one job description to another job description. The Superintendent has the sole authority to transfer.

B. Assignment

1. The Superintendent or designee will assign all newly-appointed members to the specific position work site, noting details of assignment, for which the member has been appointed by the District.
 - a. The Superintendent or designee will give notice of the assignments to new members as soon as practicable.
2. All of the members will be notified of their assignment with as much detail as is practicable at the time of the notice for the forthcoming year by July 15, or as soon thereafter as can be determined. Before the District implements a change of assignment, it shall be discussed between the member and the member's supervisor. A member shall be notified by the member's supervisor in writing within five (5) days after the meeting of the decision. The reason(s) for assignment change will be given in writing to member upon request. The reasons for assignment change may not be appealed beyond the Superintendent under the grievance procedure. In the event of changes in such assignment, occurring after July 15, all members affected will, when reasonably possible, be notified in writing within ten (10) days after the decision is made by the District and, upon the request of the member, the changes will, when reasonably possible, be reviewed within five (5) days by the Superintendent or representative, and the member.
3. The member shall be allowed to work with the member's supervisor to arrange a mutually agreed plan to either trade days or permit flexibility for approximately one day to complete moving activities. Such plan is not intended to diminish preparation time. Assistance will be provided to the member, as appropriate, such as help with the physical move.

4. Voluntary change of assignment.
 - a. Members who desire a change in assignment for the subsequent school year may file a written statement of such desire with the Superintendent or designee not later than March 1.
 - b. Applications for such reassignments must be renewed annually to remain valid.
 - c. If a member's request for reassignment is denied, the member will, upon request, receive an explanation of the reasons for denial from the Superintendent or designee.

C. Transfer

1. When a member is transferred, the member may make the member's wishes known to the Superintendent or designee regarding the transfer. This may be done in writing or, upon request of the member, in a meeting with the Superintendent or designee.
2. Except in case of emergency circumstances, members shall be given at least two (2) weeks' notice of any transfer.
3. The member shall be allowed to work with the member's supervisor to arrange a mutually agreed plan to either trade days or permit flexibility for approximately one day to complete moving activities. Such plan is not intended to diminish preparation time. Assistance will be provided to the member, as appropriate. Assistance will include orientation to the job and program and may include other assistance such as help with the physical move.

D. Vacancy

1. A vacancy is a position in the bargaining unit which has been declared open by the District.
2. Posting of vacancies.
 - a. Whenever a vacancy occurs the District shall post notice of same on the MESD web site and the Ainsworth Building lobby. The position will be posted at least seven (7) calendar days prior to being filled on a permanent basis. Posting shall not be required when a vacancy is to be filled on a temporary basis.
 - b. A member shall be granted an interview for a position if the member meets the posted qualifications for the position.

E. Job Sharing

1. Members who wish to job share shall notify the District of their request by March 1 of the year preceding the year in which they wish to job share. The request shall include the proposed work schedule and calendar. Members who wish to job share together shall file a joint request.
2. The District will respond, in writing, to job share requests by April 15. If a request is denied, the member may discuss the denial with the Superintendent.
3. The District shall have the sole discretion to approve or deny a job sharing request. Any job sharing arrangement shall be subject to the conditions established by the District. One such condition is that the District is only obligated to pay an amount for health insurance benefits up to the cost of one family plan insurance coverage (Article 23) for the two job share participants.

ARTICLE 17 - EVALUATION

A. Purpose

The purpose of the evaluation is to aid the member in making continuing professional growth and to determine the member's performance of job responsibilities. Should the District decide to amend its evaluation policy, it will consult with the Association as per the requirements of ORS 342.850(2)(a).

B. Evaluation Procedure

1. Evaluations are confidential in accordance with Oregon law.
2. Probationary members shall be evaluated at least once during the year.
3. TSPC licensed members who are probationary shall be evaluated no later than February 1. However, the District and the Association appreciate that there may be circumstances in which a member has not worked a sufficient number of days by February 1 to enable the District to fairly evaluate the member by that date. In the event that a licensed member has not actually worked at least 60 days before February 1, the District may evaluate the member after the member has actually worked 60 days.
4. All other TSPC licensed members who are at contract status shall be evaluated no later than May 15 of their evaluation year.
5. Non-probationary members shall be evaluated at least biennially. However, if a member wishes to have another evaluation conducted in a year immediately following the year in which an evaluation was conducted, the member shall make a written request for such evaluation. The evaluation will be conducted in that subsequent year.
6. Evaluations shall be made by personnel who hold the appropriate credentials as determined by the District Board.
7. All evaluations shall be conducted after consideration of the current guidelines established by the State Department of Education, the policies of the District Board, and as prescribed by Oregon law.

C. Evaluation Cycle

Each evaluation shall consist of:

1. A pre-evaluation discussion shall be held between the member and the evaluator to discuss the evaluation process.

2. At least one (1) formal observation and one (1) additional (formal or informal) observation.
 - a. A “formal observation” is defined as an observation lasting a minimum of thirty (30) minutes. An “observation” is defined as a supervisor (a) watching a member’s performance, including a member’s interaction with students, and/or (b) meeting with a member for the purpose of discussing past, present and/or future assignment, activities and/or performance.
3. Within a reasonable period of time after any formal observation, but in no event longer than 15 work days (measured by the member’s work days) after a formal observation, the observer will give the member a copy of the observation summary form. After receipt of the form, the member may request a conference with the observer. Members may request written suggestions for improvement.
 - a. If the observer fails to give the member a copy of the observation summary form within 15 workdays, then the observer cannot use that particular observation as part of the member’s evaluation and must instead conduct another observation of the member.
4. A post-evaluation conference to discuss the evaluation, which must occur before the evaluation is placed in the member’s personnel file or otherwise acted upon. However, if the member is on leave, the evaluation report may be provided by mail instead of at a post evaluation conference.
5. A copy of the evaluation must be given to the member and a copy must be maintained in the personnel files of the District. The copy retained in the District personnel files shall be considered the official evaluation record.
6. The evaluation process will allow supervisors to provide a narrative statement regarding a member’s performance. The acknowledgement of commendable performance may become part of the evaluation.

D. Evaluation Criteria

1. Criteria for evaluation of members shall be defined and related to the member’s job description. Such criteria for evaluation shall be provided to each member within a reasonable time after the beginning date of employment. Criteria for evaluation will be discussed with members: (1) in orientation, at time of initial employment, (2) when the criteria are changed, (3) upon the request of a member, or (4) at any time, at the discretion of the supervisor. However, a supervisor is under no obligation to discuss the criteria more than once per year with any member.

2. When the District determines that a member's job performance is substandard in one or more areas and it is necessary to place the member on a program of assistance for improvement, the program will include the following:
 - a. Deficiency(ies) will be identified;
 - b. Suggestions for improvement will be made;
 - c. Timelines for improvement will be established;
 - d. Areas of assistance by the supervisor will be identified;
 - e. Areas of assistance by the member will be identified.
3. Upon completion of the timelines associated with the program, one of the following options will occur:
 - a. Termination of the program because of successful completion;
 - b. Modification of the program with new timelines;
 - c. Recommendation for termination.
4. The member shall have the right of representation throughout the procedures of a program of assistance for improvement.
5. Should a deficiency be noted which, in the discretion of the District, is related more to discipline than to job performance, the District will initiate progressive disciplinary procedures rather than a program of assistance for improvement.
6. Absent extenuating circumstances, written notice of deficiencies will be given to the member prior to placing the member on a program of assistance for improvement.

E. Evaluation Results

The results obtained from the evaluation process may be used as a basis for:

1. The determination of whether the member is meeting the job requirements necessary to maintain employment;
2. The suggestion of means for improvement in a member's performance; or
3. The acknowledgement of a member's unique performance on the job.

ARTICLE 18 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibility

A definition of the duties and a delineation of all classroom staff and personnel, including supervisory staff and other persons, pertaining to student discipline shall be provided in writing to each member at the start of each school year.

1. Members shall be subject to the rules and practices regarding student discipline of the district in which the classroom is located. If the local administrator does not deal with a member's disciplinary problems, the member may contact his/her supervisor for discussion of the situation.
2. For classrooms located in ESD operated facilities, members will be allowed input into the rules and practices developed regarding student discipline.

B. Special Assistance

When in the judgment of a member a student requires the attention of the immediate supervisor, a counselor, psychologist, physician, or other specialist, the member shall so inform the immediate supervisor who shall within 24 hours or within a reasonable length of time arrange for a conference between the supervisor and the member to discuss with the member the appropriate steps.

C. Disruptive Students

When, in the judgment of a member, after exhausting all appropriate classroom remedies, a student's behavior seriously disrupts the instructional program to the detriment of other students, the member may request temporary removal of the student from the classroom and refer the student to the temporary custody of the immediate supervisor or the building principal. In such cases, the member's immediate supervisor shall arrange as soon as possible, and under normal circumstances, not later than the conclusion of the following day, a conference among the appropriate parties to discuss the problem with the objective of solving it. If said member objects to readmission of the student to the classroom, the matter shall, within twenty-four (24) hours or within a reasonable time, be referred to the appropriate Cabinet member who shall meet with the parties concerned and render a final decision.

- D. Members shall be expected to attend to their students' disruptive behavior. Such behavior may necessitate leaving the classroom. In such cases, the member or the educational assistant may be utilized to monitor such occurrences.

- E. Members shall be expected to respond in a manner appropriate to a situation involving disruptive students not assigned to said member.
- F. Members, in the absence of negligence, shall not be responsible for damage caused by the acting-out of disruptive students.
- G. When a member believes he/she has been instructed to perform work under hazardous conditions, he/she shall have the right to discuss his/her concerns with his/her supervisor. After such a meeting, if the member still contends the conditions are hazardous, he/she shall immediately notify the District's safety officer of the situation. The safety officer will make a determination regarding the member's contention.

ARTICLE 19 - STUDENTS IN PROFESSIONAL TRAINING PROGRAMS

Recognizing the desirability of assisting in the preparation of students in professional training programs, both parties agree to the following procedures for placement and assistance:

- A. Acceptance of supervision responsibilities shall be voluntary.
- B. All monies made available to the District by the placing institution shall be paid to the supervising member, except those monies intended for the District.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. District Initiated Professional Training

1. The District may require a member to attend college or university classes, inservice training, or extension programs, workshops and conferences without loss of compensation.
2. The reasonable and necessary expenses of such classes or training shall be borne by the District.
3. Commercially published curricular materials which are new to either the Special Education teacher or the Department of Instruction, suggested or required by the Special Education Department, shall be governed by the following guidelines:
 - a. Opportunity for appropriate inservice training as determined by the Director of the Department of Instruction, with input from members affected, shall be given to the involved members, the cost to be borne by the District, with consultant services available to the members when applicable.
 - b. As part of the general program evaluation, new commercially published curricular materials as defined in A. 3., if put into effect, shall be evaluated at least once each year by appropriate personnel, with opportunity being offered to members involved in these programs to submit their own written evaluations.

B. Member Initiated Professional Training

1. All regularly-employed members may apply for reimbursement for the cost of workshops, seminars, conferences, and college course tuition. To be eligible for reimbursement, such professional training must be related to the member's work assignment, and must be approved in advance by the District.(Appendix D)
2. For fiscal year 2010-11 the District's maximum obligation and the pool of reimbursement funds is \$43,510. For fiscal year 2011-12 the District's maximum obligation and the pool of reimbursement funds is \$43,510.
3. Each bargaining unit member shall be guaranteed a prorated portion of the reimbursement funds each year based upon each individual's FTE. Members with unreimbursed expenses in excess of this amount shall be placed on a wait list. Any unused funds shall be distributed equally to

members on the wait list as of June 30 each year not to exceed their actual expenditure, subject to District's maximum obligation as set forth in B.2, above. The amounts will be paid in the September payroll.

4. A member requesting tuition reimbursement shall provide the Director, Human Resources, proof of having completed the course or other offering with a passing grade, if applicable, and receipt of payment/costs. After receipt of this documentation by the fifth of the month, a member's prorated portion will be paid in the next regular payroll. Final disbursement of funds shall be at the end of September of each year.
5. For college courses, workshops, seminars, and conferences taken in summer, winter or fall term, a member will receive tuition reimbursement (as per B. 1-2 above) provided the member works for the District for at least thirty (30) calendar days following submission of the proof of having completed the applicable course with a passing grade. For such college courses, workshops, seminars, and conferences taken during spring term, a member must be employed on September 15 of the following school year to be entitled to reimbursement. However, in the event that a member is unable to meet the continued employment requirement of this provision because the member is laid off by the District, the requirement shall be waived.

C. Any internal first aid/CPR training provided by the District for members required to have first aid/CPR training will be provided at no cost to the member. Such training may be provided on District-paid time or may be provided on nonduty time. When it is provided on nonduty time, attendance will be voluntary.

D. Education Credit for Specialty Licenses

The following education credit provision shall be available only to bargaining unit members who hold licenses and who perform work for the District in the areas of occupational therapy, physical therapy, speech/language pathology, and audiology. Such members shall be eligible to earn education credit, for placement/movement on the salary schedule, for attendance or participation in conferences and workshops. The rate of accumulation shall be at the ratio of 15 professional development contact hours to 1 graduate credit. This education credit is subject to the following provisions and conditions:

1. In order for the member to be eligible for education credit, the member must submit in advance an "Employee Initiated Request for Professional Training/Workshop" form and obtain approval of the conference or workshop's applicability to the person's work for the District.
2. The member is required to obtain the published materials, syllabus, or other documents distributed during the conference or workshop. The member

shall maintain these documents until at such time as education credit has been granted.

3. The member will be required to submit a certificate of attendance certifying the hours the person was in attendance and the professional development units earned at the workshop or conference and further certifying that the course content was of graduate level.
4. The member is responsible for maintaining all records of attendance at workshops and conferences and for maintaining the documentation of the contact hours.
5. In order to be granted educational credit, the member must submit the appropriate form requesting advancement on the salary schedule. This must be accompanied with the appropriate documentation of professional development units at the conference or workshops along with the accumulated materials and documentation of proof of attendance described in paragraph 2., 3. and 4., above.
6. The member will be eligible to advance on the salary scale and request educational credit four times per year as set forth in Article 23, Professional Compensation, section D.

E. Prepayment Program

The parties mutually agree to a tuition and workshop/seminar/conference prepayment program. The parties agree that certain conditions need to govern the prepayment program. Those conditions include:

1. A reimbursement form prepared by the District will be used to gather information needed for prepayment.
2. A request to the District to process prepayment checks must be received in the Human Resources office in time to be processed with the next regular payroll.
3. Reimbursement to the member will be authorized as soon as reasonably possible after published information verifying actual costs is received in the Human Resources office. Registration is the responsibility of the member.
4. The member is responsible to repay the District the amount of prepayment made by the District and authorizes deduction from the member's paycheck that amount if the member 1) fails to submit a passing grade or certificate/receipt of attendance within thirty (30) calendar days of the end of the term in which the workshop/seminar/conference was taken; 2) drops the workshop/seminar/ conference; or 3) employment with the District is terminated prior to completion of the workshop/seminar/conference.

5. Each member will be required to sign an agreement to all of the terms and conditions stated above (plus authorization for any necessary payroll deduction) at the time of the twenty (20) day advance request for prepayment. The member, by signing such an agreement, will accept full responsibility for submitting all paperwork. Any payroll deduction invoked which is later reversed and the amount reimbursed to the member, will carry a \$25.00 service fee to be withheld from the reimbursement.

6. If an employee receives prepayment for college courses, workshops, seminars, and conferences taken in summer, winter or fall term, a member may retain the amount of prepayment provided the member works for the District for at least thirty (30) calendar days following submission of the proof of having completed the applicable course with a passing grade or proof of attendance at workshop or conference. For such college courses, workshops, seminars, and conferences taken during spring term, a member must be employed on September 15 of the following school year to be entitled to retain the amount of the prepayment. However, in the event that a member is unable to meet the continued employment requirement of this provision because the member is laid off by the District, the requirement shall be waived.

This prepayment program is available to all members. However, this prepayment program only applies to the provisions of this Article, Sections B and C, above. This prepayment program does not apply to other professional development activities which originate out of each department's professional development funds.

ARTICLE 21 - CLASSROOM SUBSTITUTES

Substitutes

In the event of an absence of an employee who requires a substitute, the employee must register his/her absence through the use of the SubFinder system. A substitute must be requested for student contact days. Additionally, the employee must also follow program/department procedures to notify his/her supervisor and/or work group.

ARTICLE 22 - REDUCTION IN FORCE

A. Reduction in Force

1. The District shall determine when a reduction in force is necessary. The District's overall instructional program will be given priority consideration. Members will be given sixty (60) calendar days' notice prior to a layoff. Where the layoff is due to an emergency or unforeseen circumstances, members will be given no less than 14 calendar days notice. Any member who is laid off will be notified in writing. Such notice will include the proposed time schedule for the layoff and an explanation for the proposed action.
2. Between July 1st and September 1st each year, the District will provide the Association with a seniority list accurate as of July 1st of that year. Thereafter, the District will provide the Association with notice of any changes affecting seniority.

B. Reduction in Force Procedure

1. For the purposes of this Article positions within the bargaining unit shall be grouped into two classifications: (1) Positions which require a TSPC license, (2) Positions which do not require a TSPC license. Reductions in force pursuant to this Article will be conducted within each classification separately. Members within each classification will be laid off within their respective classifications in inverse order of seniority (a member with least seniority first) except where the District determines that a less senior member has more competence than a member within that classification who has greater seniority. In a reduction in force no member is eligible to be moved from one classification to the other.
2. Notwithstanding subsection B, 1, above, a member within the classification of positions which do not require a TSPC license who is identified for layoff will be considered for an alternative placement in a TSPC-licensed position if the member has worked for the District in a TSPC-licensed position and if the member possesses a valid TSPC license, a copy of which is contained in the member's personnel file, at the time of the reduction in force. In such case, the member is subject to the provisions on seniority, competence in subsection B, 1, above.

C. Recall Procedure

If, within twenty-seven (27) consecutive months from the effective date of the layoff of a member, a vacancy occurs within the classification from which the member was laid off, the following procedure will be utilized:

1. Within each classification separately, members will be recalled based on order of seniority except where the District determines that a less senior member has more competence than another laid off member from that classification who has greater seniority.
 2. At the time of layoff, members who indicate in writing a desire to return to the District will provide the District with an address to which notices of recall will be sent by certified letter, return receipt requested, at the last address of record. It shall be the responsibility of members to keep the District informed of any changes of address. Members will have sixteen (16) calendar days from the date of receipt of a notice of recall to accept or reject the recall. Rejection of a notice of recall shall abrogate the member's right to recall and shall be considered a voluntary resignation. Failure to respond to a notice of recall within sixteen (16) calendar days shall abrogate the member's right to recall and shall be considered a voluntary resignation unless unusual or unavoidable circumstances preclude such response. In case of such failure, the member may file an appeal with the Superintendent.
 3.
 - a. Subject to the provisions of section C and subsection C, 1, above, a less than full-time member who is offered and who accepts recall to any less than full-time or any full-time position shall be deemed to have been recalled by the District. The District will have no further recall obligation to such member.
 - b. A full-time member who is offered and who accepts recall to a less than full-time position shall retain recall rights to the balance of the member's previous full-time status for the remaining period of the 27 months of recall. Subject to the provisions of section C and subsection C, 1, above, such member may be offered a later recall to another part-time or full-time position. In the event that the later offer of recall is to a position that is closer to the member's previous full-time status, the District will not be obligated in any way to separate, reduce, or otherwise divide that position's hours. However, the member may opt to relinquish the current part-time position and accept the newly-offered position. If such occurs and the member is restored to full-time status, the member will be deemed to have been recalled and the District will have no further recall obligation to such member. If the newly-offered position is rejected by the member, such member will have no further recall rights and the District will have no further recall obligation to such member if acceptance of the offered position would have restored the member to full-time status.
- D. The District will continue paying members' health insurance premiums for the three (3) months following the effective date of a layoff. Members may maintain membership in the group insurance at their own expense after three (3) months, according to the provisions of each insurance carrier.

E. For the purposes of this Article, the following definitions shall apply:

1. "Seniority" shall be defined as the member's total unbroken length of service based on the member's first day of actual service to the District since the last date of hire. Seniority shall accrue while a member is on all approved leaves of absence. Seniority shall not accrue during the period of time a member is on layoff status.
2. "Competence" means the member's ability to perform the duties and responsibilities of a position based on relevant experience in such position, successful evaluation(s), and/or educational attainments. The member must meet the licensure requirements of the position. Competence shall not be based solely on meeting the licensure and/or other minimum requirements for the position.

ARTICLE 23 - PROFESSIONAL COMPENSATION

A. Basic Salaries

1. Salary Placements

The initial salary placement of each member shall be based on education and experience. Members who were licensed as public school instructors as required by the State and worked for a State accredited school shall be granted one (1) year of experience for each year worked, subject to the maximum set by existing and past practice, and provided the member has worked in a full-time position for at least 135 days in a regular position during each such year.

2. Salary Schedules - The salary schedules for members of the bargaining unit will be set forth in the Appendices.

3. Salary Determination

a. Members shall have their salaries calculated as follows:

(1) 190 day contracts = Placements on the salary schedule based on education and experience.

(2) Other than 190 day contracts:

$$\begin{array}{r} \text{Education and} \\ \text{Experience Placement} \end{array} \times \frac{\text{Number of Days} \\ \text{Contracted}}{190} = \text{Salary}$$

b. Psychologists employed by this District as of July 1, 1984, shall retain the salary placement they have on that date and shall be advanced on the schedule for experience and education in accordance with the terms of this Agreement.

B. Holidays and Vacation

1. Members scheduled to work 190 days shall be compensated for six (6) holidays. Members scheduled to work 191 to 215 days shall be compensated for seven (7) holidays. Members scheduled to work more than 215 days shall be compensated for eight (8) holidays. Members scheduled to work less than 190 days shall receive only the number of holidays that fall within their schedules.

2. For the purposes of subsection B. 1, above, the term "holidays" means:

New Year's Day	Labor Day
Martin Luther King, Jr. holiday	Veterans' Day
Memorial Day	Thanksgiving
Independence Day	Christmas

3. The District does not provide for paid vacations and the days not contracted to work are to be considered unpaid vacation days.

C. Transportation Expenses

The District agrees to provide reimbursement for transportation expenses for members whose work requires travel about the District. The base rate shall be set at the I.R.S. rate known at the time of payment.

D. Right To Higher Salary

When a member has claimed the right to a higher salary bracket by reason of increased professional training, the claim shall be made prior to October 1, January 1, April 1 and July 1, and the change shall be made on such dates. Certification of earned credits for this purpose shall be by transcript or original grade slip indicating course title and number, hours and grade from the Registrar's Office and letter requesting advancement (Appendix E) and filed in the District Human Resources Office. Qualifying courses are those which occur on days which are not scheduled as workdays on the employee's work calendar (excluding paid professional visitation and sabbatical leave).

E. Pay Period and Pay Dates

1. Each member shall be paid on the basis of 12 equal payments. Payment shall be made so that each member receives his/her paycheck on the District's last working day of each month, except in the case of members on 190-day, or less, contracts who will receive their July and August payments through three separate transactions (checks/direct deposit) in conjunction with their June 30th payment.

F. Health and Other Benefit Plans

1. Effective October 1, 2010 the District agrees to pay health insurance benefits up to the following:

Single	\$ 352.75 per month
Employee Plus Spouse	\$ 810.37 per month
Employee Plus Child(ren)	\$ 810.37 per month
Family	\$ 950.85 per month

The District will pay up to the stated amount regardless of which insurance plan-(OEBC) the member selects.

The District will provide dental, life and long-term disability insurance benefits.

2. Effective October 1, 2011 the District agrees to pay health insurance benefits up to the following:

Single	\$ 373.92 per month
Employee Plus Spouse	\$ 858.99 per month
Employee Plus Child(ren)	\$ 858.99 per month
Family	\$ 1,007.90 per month

The District will pay up to the stated amount regardless of which insurance plan-(OEBC) the member selects.

The District will provide dental, life and long-term disability insurance benefits.

3. Rather than those benefits specified in subsection 1 above, part-time members shall be provided single subscriber medical subject to the above caps, single subscriber dental, life and long-term disability coverages subject to the rules and regulations of the insurance carrier.
4. If a member is laid off, he/she may continue his/her insurance coverage at his/her own expense during the period of layoff per Article 22, E, and subject to the rules and regulations of the insurance carrier and subject to federal law ("COBRA").
5. Insurance plans and/or carriers may be changed during the term of this Agreement only by mutual agreement between the parties.
6. Members who work one hundred and sixty-five (165) days or more in a fiscal year shall be entitled to the District contribution for twelve (12) months for fringe benefits in accord with this section so long as the member completes his/her individual contract. The individual contract will be deemed completed if the member either works or receives pay for all workdays scheduled on the member's work calendar. Members who work less than 165 days shall have the number of months of District contributions prorated. Notwithstanding, members who would otherwise qualify for 12 months of District insurance contributions, but who are on unpaid status for over 10 consecutive workdays, will have their health and other benefit plan District contributions for the following month reduced by a fraction created by the total number of days of unpaid leave during that month over the denominator of 15.833. Member contributions to health and other benefit plan benefits necessitated by this section will be payroll deducted by the District from the

next paycheck following the month in which such leave was taken. Should the amount of such member contributions exceed the amount needed to pay the monthly benefits costs, the balance may be deducted from subsequent monthly paychecks. The provisions of this section are subject to the rules and regulations of the insurance carrier. Nothing in this subsection is intended to require members to continue coverages while on unpaid leave.

7. Notwithstanding subsection 6 above, for those members who are otherwise eligible, a minimum of one hundred and thirty-five (135) days of work will be required for a member to be eligible for annual step movement on the salary schedule.
 8. For bargaining unit members hired after the commencement of the workyear, actual workdays served in another school district or E.S.D., in that same school year, will be counted towards the 135 day minimum required for eligibility for annual step movement on the salary schedule.
- G. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of carrier-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over potential changes in the benefit package or carrier.
- H. Members may participate in an IRS Section 125 account (a flexible benefit cafeteria plan) by appropriate payroll deductions. The plan to be offered will include (1) medical/dental premiums only by way of pretaxed payroll deductions, (2) dependent daycare spending accounts, and (3) health care spending accounts.
- I. PERS/OPSRP
1. The District shall “pick-up” the six percent (6%) employee contribution required by PERS (Ch. 238)/OPSRP (Ch. 238 (a)).
 2. The full amount of required employee contributions paid pursuant to Section B1, above, shall be considered as “salary” with respect to PERS/OPSRP for the purpose of computing an employee member’s “final average salary” 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.
- J. The District agrees that when it requires speech and language pathologists to take exams and to incur class preparation fees in order to become licensed as Medicaid billers, the District will pay such fees. The District will continue to pay for the ASHA or state license for speech and language pathologists.
- K. Outdoor School site supervisors will receive a weekly stipend of \$300.00 for each week that outdoor school is in session.

ARTICLE 24 - DUES AND PAYROLL DEDUCTIONS

A. Association Dues

1. Any member who is a member of the Association or who has applied for membership in the Association, may sign and deliver to the Association, an assignment authorizing deduction of membership dues in the Association and OEA-NEA. The Association will submit the form to the District for its records. Such authorization shall continue in effect until revoked in writing by the member.
2. Such payroll deduction of membership dues shall be equal to the annual dues divided by the number of paychecks remaining to be received by the member, commencing with the October paycheck.
3. The Association agrees to furnish any other information needed by the District to fulfill the provisions set forth herein, and not readily available to the District.
4. The Association will give the District Payroll Specialist the amount of Association dues and the member authorization cards on or before September 30.

B. Fair Share

1. If, within sixty (60) days of ratification of this Agreement, a group of members consisting of at least 30% of the bargaining unit submits a written request to the District, including signature of all members making the request, for a separate election on the issue of Fair Share, such an election shall be conducted by the Oregon Employment Relations Board. A majority of the members voting in the election shall determine whether or not this Fair Share provision takes effect for the duration of this Agreement. If this Fair Share provision is affirmed in an election, or if no election is requested, the District shall deduct the amount equal to, in the applicable year, the regular dues of the Association, including OEA and NEA dues, from each paycheck of a member who is not a member of the Association. Such monthly deduction shall be equal to the annual dues divided by the number of paychecks remaining to be received by the member following notification.
 - a. Any objection by a member based on a bona fide religious tenet shall obligate the member to communicate in writing such objections to the Association and Director, Human Resources, by October 1 of the school year.
 - b. Upon receipt of the objecting member's notice, regardless of whether or not there is agreement as to the claim of bona fide religious tenet,

the District shall continue to deduct the Fair Share amount, but the District shall not send such withheld monies to the Association. The Association and the objecting member shall be obligated to mutually select a nonreligious charity. The member and the Association shall certify in writing to the Director, Human Resources, the nonreligious charity selected before the District shall be obligated to dispense the accumulated withholdings (if any), without interest, and future Fair Share payments during the term of this Agreement. (Sections B. 1. a. and b. of this Article are not subject to the grievance procedure of this Agreement.)

- c. The Association expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for partisan political purposes by the Association and that such funds are commensurate with the cost of the Association for collective bargaining and contract administration.
- d. The Association shall notify the Director, Human Resources, by the tenth (10th) of September of the dues to be deducted. Failure by the Association to do so shall abrogate the District's obligations under this provision.

C. Payroll Deduction Procedure

- 1. Payroll deductions may be accomplished by requesting from the District Business Office the appropriate form.
- 2. The completed form, when signed by the member, shall be returned to the Business Office by the 10th day of the month in order to be implemented during the month's payroll.

D. Payroll Deduction Funds

- 1. Upon appropriate written request from the member, the District shall deduct from the salary of said member and make appropriate remittance for the following funds within the mechanical and personnel limits of the District:

Group Insurance	Tax Sheltered Annuity Plan
Savings Bonds	United Way
Credit Union	Association Membership

- 2. In addition, the District shall perform the same service for Association members for any insurance plans offered exclusively by the Association for Association members.
- 3. Member's payroll checks shall itemize all sources of pay and payroll deductions, within the mechanical limits of the District.

4. The amounts the employee contributes toward group insurances selected by the employee will be automatically readjusted if the premium changes and in accordance with the Agreement at Article 23.
- E. The Association agrees that it will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suits, actions, proceedings, complaints, claims, liability and expense resulting from the implementation of this Article.

ARTICLE 25 - SICK LEAVE

A. Sick Leave Days

Members who are absent from work because of personal illness or injury shall receive compensation for such leave with full pay as provided under the following:

1. All members shall be granted sick leave as provided by Oregon law. Sick leave shall be accrued to all members at the rate of ten (10) normal workdays per full year or one (1) normal workday per month contracted, whichever is greater. Sick leave time shall be granted to each member on July 1 of each year or upon the beginning day of the contract.
2. The parties will abide by the provisions of ORS 332.507.
3. A pregnant member, during a period when she is performing services for the District, shall be eligible for sick leave within her entitlement due to disability due to the pregnancy.
4. If a member terminates employment with the District during the member's workyear and has utilized more sick leave than accrued to the member, the value of the used but unaccrued sick leave shall be deducted from the member's final salary.
5. All members may utilize accrued sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, or necessary medical or dental care.
 - a. Every effort will be made to schedule medical and dental appointments to minimize the impact to programs, staff and students. Members will notify supervisors of their intent as early as possible. Concerns about the impact of sick leave usage will first be expressed and addressed between the member and their immediate supervisor.

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.

B. Workers' Compensation

In the event that a member qualifies for workers' compensation benefits due to injury or illness in the performance of their job with the District, the following options shall be available to said member:

1. The member may receive a District paycheck equal to the difference between the workers' compensation payments for the pay period and the normal pay earned. Sick leave will be computed according to the following formula:

$$\text{Rate} = 1 - \frac{(\text{Workers' Compensation Daily Rate Paid})}{\text{Member Daily Rate of Pay}}$$

2. The member may keep the workers' compensation payment and receive no District payment and no time will be charged to the sick leave account.

C. Quarantine

A member absent from work when the member is not ill, solely as the result of quarantine declared by a public health official, shall not have such absence charged against the member's accumulated sick leave.

ARTICLE 26 – SICK LEAVE BANK

- A. The purpose of the sick leave bank shall be to extend to those members additional sick leave days should an illness or injury cause a member to exhaust the member's accumulated sick leave days.
- B. Within 15 days following the execution of this Agreement, or annually, between the dates of August 15 and August 31, inclusively, each member of the bargaining unit may contribute between 1 and up to 12 of the member's accumulated sick leave days to a common bank. Newly hired members of the bargaining unit may contribute to the sick leave bank within 3 days after the first day of actual service with the District. Such contributions are irrevocable. Only members of the bargaining unit who have contributed days to the bank may apply for days from the bank. The value of the day donated will be equal to the FTE of the employee donating the day both upon contribution and upon withdrawal pursuant to this Article. Should the sick leave bank become exhausted, additional days will not be added until the new annual window period in August. All days left in the bank at the end of the year shall be carried over to the next year.
- C. Upon depleting personal sick leave and after obtaining a doctor's statement certifying a physical illness or injury rendering a member unable to perform duties listed on a member's job description for a period of more than 10 workdays, a member may request days from the bank. The request shall be granted if (1) the District records show that the member has exhausted the member's accumulated sick leave; (2) the member is a contributing member to the sick leave bank; and, (3) the member has experienced an illness or disability that has prevented the member from performing the member's job requirements for more than 10 consecutive days and a doctor has certified, in writing, the illness or disability. Notwithstanding, sick leave bank members will not be eligible to withdraw from the bank if the member is then receiving workers' compensation or has a claim pending for time loss benefits or if the member is receiving long-term disability payments or if the member is applying for a maternity or parental leave that is not necessitated by a debilitating illness as certified by the doctor's written statement.
- D. A member who meets the requirements described in C., above, and who used less than the maximum of 25 days while absent due to such illness or disability may request additional days from the bank up to the number of days of the maximum of 25 days not used in connection with such absence. The requested additional days shall be granted if the days are used to receive health care for the illness or disability which caused such absence.
- E. Requests for withdrawals from the sick leave bank shall be directed to the Director of Human Resources, with the necessary documentation attached

thereto. The first 10 days of the illness or injury will be charged to the bank until the member returns to work or has used a maximum of 25 days from the bank.

- F. The District will keep accurate records of sick leave accumulated by the bank and of sick leave used by members of the bank. The District will notify the Association on an annual basis of the accumulated days and the number of days charged to the bank for that last year.

ARTICLE 27 - SABBATICAL LEAVES

A. Eligibility

Any member who has served the District for a period of six (6) consecutive years shall be eligible to apply for a sabbatical leave which, if approved, may commence during the seventh (7th) year of service or any subsequent year. Sabbatical leave shall be granted in increments of not less than one (1) college term, either a college quarter or a college semester. The aggregate sabbatical time granted in any one (1) year shall not exceed three (3) percent of the aggregate number of contract days for all members. Periods of approved sabbatical leave of absence shall neither count as a year of service or be deemed to interrupt the consecutive nature of the years served.

B. Application for Sabbatical Leave

An application for sabbatical leave must be received by the Director, Human Resources, prior to March 1 preceding the year in which the sabbatical leave will be taken. Approval of applications received at a later date may be granted under emergency or unusual conditions. All applications for sabbatical leave are subject to approval by the Superintendent and the District Board; the District retains the right to approve or deny any sabbatical leave request. When an application is denied, upon request, the applicant will be given the reasons for the denial.

C. Purpose

The purpose of the requested sabbatical leave must be stated and committed to at the time of application. Furthermore, the applicant must document, at the conclusion of the sabbatical leave, that it was taken for the stated purpose. Should the stated purpose not be fulfilled, then all monies expended by the District under this Article shall be repaid by the applicant.

D. Rate of Pay

A member on sabbatical leave shall be paid at the rate of fifty percent (50%) of the salary which the member would have received if the member had remained in service. Payment shall be made on the same basis as members who are not on sabbatical leave with deductions and retirement withheld based on the salary paid.

E. Benefits

Members shall retain only the following rights: tenure, retirement, insurance, sick leave and eligibility for increases in salary subject to evaluation and recommendation as though the member were on active service.

F. Return to District Service

A member, upon being granted sabbatical leave, shall agree to return to the District and shall be reassigned to the position held before taking leave, if available. Provided, if such position is not available, reassignment shall be made to a position commensurate with the position held prior to the leave, and in either case, at a salary level equivalent to the salary such member would have received had service to the District remained continuous. Such member shall agree to serve the District for two (2) years after return and, if such member should leave the service of the District voluntarily before said two (2) years have expired, the member shall reimburse the District in proportion to the unfilled agreement, the amount of compensation received. However, in the event the member dies or is disabled (disability to be defined pursuant to ORS 656.206) repayment shall not be required. The repayment shall be made without interest over a period of three (3) years. If neither the position held before taking sabbatical leave is available upon the member's return, nor a position equivalent thereto, the District shall endeavor to place the returning member in a position as nearly equivalent as possible to the one held prior to the sabbatical leave.

ARTICLE 28 - OTHER PAID LEAVES

- A. A member may, upon application in writing, and upon approval of the Superintendent or his designee, obtain temporary nonaccumulative leave of absence under provisions of this Article and as provided by Oregon Law.

At the start of employment, members shall be eligible for temporary nonaccumulative leaves of absence with full pay each school year. Members employed after the beginning of the year shall have such paid leaves prorated according to the portion of the year for which they are contracted.

1. Military Leave

A regularly employed member who is a member of the National Guard or of any reserve component of the United States shall be granted a leave of absence from his/her duties for a period not exceeding fifteen (15) working days in any one calendar year without the loss of time, pay or regular leave, and without impairment of merit rating or other rights or benefits to which he/she is entitled. Notwithstanding this provision, the member is required to have been employed by the District for a period of six months preceding his/her application for such military leave; otherwise such leave shall be without pay.

- a. Such leave shall be granted only when the member has received bona fide orders to active or training duty for a temporary period.
- b. The leave shall not be paid if the member does not return to his/her position as soon as practicable, not to exceed five (5) calendar days following the expiration of the period for which he/she was ordered to duty.
- c. The member shall notify the immediate supervisor at least ten (10) days prior to the commencement of active military service.

2. Jury Duty

Any member shall be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such member for the period of absence shall be reduced by the amount paid as compensation for jury service.

3. Court Appearances

Members who appear before a court, legislative committee or other judicial or quasi-judicial body as witness in response to a subpoena or other direction by proper authority shall be granted leave for such appearance, provided that the salary paid to such member shall be reduced by an amount equal to that received by such member as witness fees. This leave is not available when either the member or the Association is a complainant in a case against the District.

4. Death/Family Illness and Funeral Leave

A member shall be eligible for five (5) days' leave with pay per year for the death or critical illness in the immediate family of a member. "Immediate family" shall mean spouse, children, parents, grandparents, grandchildren, brothers, sisters, or spouse's same, those in loco parentis to the member or the member's spouse, or any person residing in the household.

"Critical family illness" for purposes of this provision shall mean: (a) a condition requiring hospitalization; (b) a condition or disease which requires the patient to be home, or stay in bed, and calls for the care and assistance of the member for the purpose of sustaining the patient's daily living activities. At the discretion of the District, determination of critical family illness shall be by written order of a physician, and should be submitted in advance where reasonable but no later than ten (10) days following return to work.

5. Funerals of Students/Peers

With approval of the supervisor, leave for attending funerals of students or peers shall be granted so long as student coverage is adequate. Some situations may require releasing a representative of a group rather than the whole group to maintain program coverage. Such leave is for a short duration to attend a funeral and will not be charged against other paid leaves.

6. Personal Leave

Each member shall be eligible for three (3) days' leave for personal, legal, business, household, family or other unavoidable matters which require absence during working hours. Notice to the immediate supervisor for personal leave (except in cases of emergencies or other unavoidable circumstances) shall be given as early as possible, with the actual time between notice and the beginning day or days of leave being five (5) days.

Reasons for need of personal leave need not be stated, except where required as part of a plan of improvement; however, where one (1) day's notice is not given, the member shall receive paid leave when the member shows reasons why the non-notice was unavoidable.

7. Conference Affiliates

Up to ten (10) days shall be provided for those appointed or elected representatives to attend conferences or conventions of state or national organizations in the member's field of employment. The aggregate total number of such days of paid leave shall not exceed twenty (20) in any school year unless otherwise agreed to by the District.

8. Professional Visitation

Upon approval of the immediate supervisor, a member may be granted up to three (3) days' leave for the purpose of visiting other classes, schools or educational facilities, I.E.P. planning and preparation, or attending educational conferences during the school year. The member must make a written request at least ten (10) days prior to the anticipated leave. The disposition of the request will be explained in writing by the supervisor, at least one day in advance of visitation or IEP planning and preparation. A copy will be given to Human Resources. Requests for educational conferences will receive a written disposition of the request at least four days in advance of the conference.

- B. Members hired after the beginning of the normal contract period shall have paid leaves prorated by the following formula: (Days shall be specified in whole numbers)

$$\text{Eligible \# of days} = \frac{\text{Number of Days Contracted}}{\text{Regular number of days for the position}} \times \frac{\text{Total Number of eligible days}}{\text{days}}$$

- C. For the purposes of this article, "day" will mean the equivalent to full-time equivalent (FTE).
- D. All of the foregoing leave privileges may be taken in not less than one-half (1/2) day increments. None of the foregoing leave privileges shall be used for recreational purposes. None of the foregoing leave privileges may be exercised on the day preceding or the day following a holiday or vacation period except in case of emergencies in which event the leave may be granted by the approval of the Superintendent or the Superintendent's designee.

ARTICLE 29 - UNPAID LEAVES OF ABSENCE

A. Unpaid Leaves

A regularly employed member, upon application in writing and upon approval of the District, may be granted a leave of absence of up to two (2) years except as otherwise provided by statute. A copy of the written approval of the leave of absence will be given to the Association. Such unpaid leave may be extended by mutual agreement by the District and the member. Such unpaid leaves shall include:

1. Military Leave Without Pay

Any permanent or probationary member shall be entitled to military leave of absence without pay for service with the Armed Services of the United States, either through enlistment or selective service induction and shall be returned to his/her last position at the salary rate prevailing for such position on the date of the resumption of duty without loss of seniority or other employment rights.

- a. Such members shall apply for return to service with the District within ninety (90) days following honorable discharge and shall report for duty in accordance with subsection 2 of ORS 408.240, and as directed by the District Board. In the absence of such application or request for extension of leave, such leave shall be deemed cancelled and may constitute grounds for dismissal.

2. Parental Leave

- a. A regular employed member, upon application in writing and upon approval of the District, may be granted a leave of absence of up to one year after the conclusion of OFLA/FMLA leave except as otherwise provided by statute. Such applications shall be submitted at least 45 days prior to the date requested to commence the leave. The member may begin his/her leave at any time upon approval. A copy of the written approval of the leave of absence will be given to the Association. The District may require confirmation of employee's or employee's spouse's pregnancy or notification of pending adoption.
- b. In making application, the member shall inform the District of his/her intention to do one of the following:

- (1) Return after the birth for the balance of the school year, specifying an approximate date of anticipated return, subject to Paragraph c, below.
 - (2) Return at the beginning of the following year, subject to Paragraph c, below.
 - (3) Return one full school year after the close of the year in which the birth/adoption occurred.
 - c. The member who plans to return to teaching after the parental leave may return at any time he/she is capable of performing normal duties. A member on parental leave desiring to return to service at the start of the next school year shall notify the Human Resources Office, in writing, by March 1, stating his/her desire to return. Failure to give such notice shall be deemed a resignation.
 - d. A member on parental leave shall retain all benefits accrued in the District prior to the leave upon his/her return from that leave, including sick leave and position on the compensation schedule. Such benefits shall not accrue during a leave of absence.
 - e. Insofar as possible, the member shall be reassigned to the same or a similar position.
 - f. In the event of miscarriage or death of the child who is the subject of the leave, the leave of absence may be terminated upon request of the member subject to Paragraph c. above, and reemployment commence as soon as practicable.
 - g. The second year provision of this article may be exercised through application to the Human Resources Office. In no event shall the leave exceed (2) two years.
 - h. A member on such leave shall be eligible to continue any insurance and annuity programs provided such premiums or contributions are paid by the member and it is otherwise lawful and permitted by the insurance/annuity contract.
3. Other Leaves Without Pay

Such leaves may be granted under the following conditions:

- a. Election or Appointment to Legislature

When a member elected or appointed to the legislature is required to attend regular biennial sessions or special sessions called by the

Governor. Such leave may include attendance at special meetings associated with the legislative office between sessions.

b. Religious Convictions

When a member's religious convictions require leave during the normal working hours of the member.

c. Temporary Disability

When a member suffers a temporary disability or critical illness when such disability or illness would not qualify for sick leave.

d. Unusual Conditions

When a member requires leave because of conditions over which the member has no control.

e. State, Federal, and International Programs

Upon application, any member may be granted leave for the purpose of participating in State, Federal, or International programs such as exchange teaching programs, foreign military teaching, teacher, Job or Peace Corps, cultural travel or work program related to the member's professional responsibilities, etc.

f. Professional Study

Unpaid leave may be granted to a member, upon request, for the purpose of engaging in study reasonably related to the member's professional responsibilities at an accredited college or university.

g. Upon recommendation of the Superintendent, the District Board may grant a leave of absence without pay to regularly employed members who would not qualify for leave under any other provisions of leave policy.

h. When the needs of a member's child/children are such that a leave is indicated.

i. Upon the request of a member, the member shall be provided the reasons for denial of any leave in writing.

B. Return from Leave

1. For all types of unpaid leaves for a duration of one (1) year or longer, except Military Leave (subsection A. 1, above), the member shall notify the Human Resources Office in writing by March 1 of the year the leave of absence is

occurring as to whether or not the member plans to return at the start of the next school year. Failure to give such notice shall be deemed to be a resignation.

2. A member returning to the District after such unpaid leave shall be credited with all benefits vested at the beginning of said leave, but otherwise would be subject to conditions prevailing at the time of return.
 3. Insofar as possible, the member shall be reassigned to the same or a similar position.
 4. A member may continue any member group benefit plan at the member's own expense where permitted by contract or statute.
- C. No leaves of absence, whether paid or unpaid, shall be taken for any purpose other than as stated in this Agreement.

ARTICLE 30 - MENTOR TEACHER PROGRAM

- A. The District reserves the right to establish and discontinue a Beginning Teacher/Mentor Teacher Program.
- B. Bargaining unit members may apply for a mentor teacher position. Applications shall be submitted to the Human Resources Office.
- C. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
- D. A mentor teacher will work with no more than one beginning teacher per year.
- E. No mentor teacher shall participate, at any level, in the evaluation of teachers.
- F. The District will provide a qualified substitute for the mentor teacher when necessary to fulfill mentor teacher obligations as per State Department regulations and/or District guidelines.
- G. The District will provide a \$1,500 stipend for each mentor teacher for each year they participate in the program. This stipend shall be prorated if the full year of mentoring is not provided.

ARTICLE 31 - ARTICLE TITLES

Unless otherwise provided for, the use of articles, sections or paragraph headings throughout this Agreement is intended for easy reference only and shall not be interpreted and/or implied so as to eliminate or substantially increase, reduce or in any way modify the terms or conditions thereof.

ARTICLE 32 - DURATION/EXECUTION OF AGREEMENT

- A. Upon ratification by both parties, this Agreement shall become effective on July 1, 2010 and shall remain in full force and effect until June 30, 2012. This agreement shall not be extended orally.
- B. Neither party shall have the right, during the life of this Agreement, to engage in collective bargaining on any subject that is intended to take effect during the life of the Agreement without the consent of the other party, except under conditions set forth in Article 2, Section E.
- C. This Agreement is executed this 21 day of September, 2010 at Multnomah Education Service District Offices by the undersigned officers, acting with authority and on behalf of the Multnomah Education Service District Education Association and the Multnomah Education Service District, respectively.

FOR THE ASSOCIATION



President

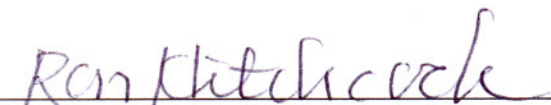


Chairperson of Bargaining Team

FOR THE DISTRICT



Board Chairperson



Superintendent

**APPENDIX A
SALARY SCHEDULE
Effective July 1, 2010 through June 30, 2012**

Step	BA	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45
					BA+75	BA+90	BA+105	BA+120
0	33,315	34,448	35,580	36,714	37,846	38,978	40,110	41,241
1	34,647	35,778	36,945	38,095	39,260	40,411	41,577	42,710
2	35,980	37,114	38,313	39,479	40,676	41,842	43,043	44,174
3	37,312	38,446	39,678	40,861	42,094	43,276	44,506	45,641
4	38,646	39,779	41,045	42,242	43,509	44,706	45,972	47,105
5	39,977	41,110	42,409	43,625	44,924	46,138	47,437	48,571
6	41,309	42,442	43,776	45,007	46,340	47,573	48,907	50,039
7	42,643	43,776	45,141	46,389	47,756	49,006	50,371	51,489
8	43,974	45,107	46,507	47,775	49,172	50,438	51,837	52,955
9	45,307	46,441	47,872	49,155	50,589	51,870	53,303	54,435
10	46,640	47,775	49,239	50,539	52,005	53,303	54,770	55,900
11	47,973	49,107	50,604	51,921	53,419	54,736	56,235	57,368
12	49,305	50,438	51,972	53,303	54,835	56,167	57,700	58,833
13			53,336	54,685	56,252	57,600	59,166	60,299
14			54,703	56,068	57,667	59,032	60,632	61,765
15				57,449	59,082	60,467	62,099	63,231
16							63,564	64,698
17								66,163

Based on 190 Days

\$500 Ph.D.

There will be no base increase (BA Step 0) for 2010-11 or 2011-12. Eligible employees will still move one experience step and change columns based on credit for increased educational hours plus additional 5% stipend for Lead Specialist, Measurement; Lead, Teacher, ESL; Lead School Improvement Specialist; and Lead, Instructional Consultant, Supported Education. In addition to the salary listed above, the District agrees to "pick up," assume, and pay members' 6% PERS/ OPSRP contribution when eligible.

**APPENDIX B
REGISTERED NURSE SALARY SCHEDULE
Effective July 1, 2010 through June 30, 2012**

RN		RM*	
STEP		STEP	
1	32,697	1	36,982
2	34,152	2	38,627
3	35,672	3	40,346
4	37,259	4	42,141
5	38,918	5	44,017
6	40,650	6	45,976
7	42,458	7	48,022
8	44,348	8	50,159
9	46,322	9	52,391
10	48,382	10	54,723
11	50,536	11	57,158
12	52,784	12	59,701

Based on 190 days

5% additional stipend for Registered Nurse Consultant and Registered Nurse Specialist.

*See language in Memorandum of Understanding, section 2.

In addition to salaries listed above, the District agrees to “pick up,” assume, and pay members 6% PERS/OPSRP when eligible.

APPENDIX C MESD – MESDEA GRIEVANCE FORM

The purpose of this form is to facilitate the processing of grievances that may arise under the collective bargaining agreement from time to time. It is offered to highlight the important points and steps in the Grievance Procedure so that the parties have a better understanding of the steps of the Procedure and their purpose. However, in case of any conflict, the actual written provisions of the contract's Grievance Procedure will prevail.

I. Grievance Definitions

- A. A "Grievance" is an alleged violation of the collective bargaining agreement. A "Grievance" can be pursued to arbitration.
- B. A "Policy Grievance" is an alleged violation of a written District Board Policy. A "Policy Grievance" may only be pursued to the Superintendent's level; the Superintendent's decision is final and not subject to review.

II. Timelines: The grievance procedure must be initiated within 15 workdays from the time of the occurrence that is being grieved or within 15 workdays of the time the grievant first acquired knowledge of the occurrence.

III. Steps

A. Informal: The grievant must meet with the supervisor and tell the supervisor that the grievant is initiating a grievance. The supervisor and grievant will attempt to set a date for an informal meeting to discuss the grievance.

- 1. Date of Initiation of Grievance: _____
- 2. Date of informal meeting, if any: _____

B. Formal: If the grievance is not resolved at the informal level, the grievant has 10 workdays to submit the grievance in writing to the Cabinet member or appropriate administrative authority. The writing requirements are stated in the contract. The administration has 10 days from receipt of the written statement of the grievance to respond to the grievance.

- 1. Date of Formal Grievance: _____
- 2. Date of administrative response: _____

C. If the grievance is not resolved, it may be appealed to the Superintendent's level. The writing requirements are in the contract. The Superintendent has 10 days from receipt of the written statement of the grievance to hear the grievance and another 10 days to provide a written response.

- 1. Date of appeal to Superintendent: _____
- 2. Date of hearing: _____
- 3. Date of Superintendent's decision: _____

D. Grievances that are not resolved may be appealed to the Board. Refer to Grievance Procedure in contract for details.

E. Grievances that are not resolved at the Board level may be appealed to arbitration. Refer to Grievance Procedure in contract for details. (An appeal to arbitration does require the approval of the Association.)

APPENDIX D

PREAPPROVAL REQUEST FOR EMPLOYEE-INITIATED PROFESSIONAL TRAINING - OEA MEMBERS

SECTION 1: (To be completed by employee—one class/conference/workshop per form.
All information must be provided or form will be returned.)

Name: _____ Position: _____ Dept: _____

Employee ID#: _____ [] Original Request

Check employment status: [] Full-time [] Less than full-time [] Revised Request

In order for the Manager, Human Resources to approve/disapprove this request, the employee must:

- a) Attach copy of the published materials, showing name of course/workshop, dates & cost.
- b) Obtain Supervisor's signature prior to taking course.
- c) Submit preapproval request form with Sections 1 & 2 completed to Manager, Human Resources prior to taking the course/workshop.

SECTION 1: Select one option of payment:

- [] **Reimbursement payment when class/conference/workshop is completed.**
To receive reimbursement when class or conference/workshop is completed, submit to Human Resources:
1) original grade slip or transcript showing a passing grade, or if workshop, a certificate of attendance, and
2) receipt indicating actual costs paid.
Materials submitted will be returned to employee.

- [] **Prepayment to employee prior to completion of class/conference/workshop.**
To request prepayment, this preapproval request form with Sections 1 & 2 completed must be received in Human Resources by the 5th of the month and will be paid on the last working day of the month as an additional line item on their payroll.

After course is completed, submit to Human Resources, no later than 30 days after the end of the term in which the class/workshop was taken:

- 1) original grade slip of transcript showing a passing grade or if workshop, a certificate of attendance, and
 - 2) receipt indicating actual costs paid.
- Materials submitted will be returned to employee.

If receiving prepayment, I understand that it is my responsibility to repay the District the amount of prepayment made by the District, and I hereby authorize deduction from my paycheck the prepayment amount, if: 1) I fail to submit a passing grade or certificate/receipt of attendance within 30 days after the end of the term in which the class/workshop was taken; 2) I drop the class/workshop; or 3) my employment with the district is terminated prior to completion of the class/workshop. In addition, any payroll deduction invoked which is later reversed and the amount reimbursed, I shall pay a \$25 service fee to the District. I hereby authorize deduction of such service fee from the amount of the reimbursement or my paycheck.

Class No. (if applicable)	Class/ Workshop Title	Class/ College Provider	No. of Qtr. units (if applic.)	Begin/Ending Dates of Class/ Workshop	Is paid leave to be used? If yes, what type?	ACTUAL COST \$

If revision to original request, explain: _____

Employee is responsible for own registration.

Employee's Signature Date

SECTION 2: (To be completed by the supervisor of employee making request)

The above request [] is [] is not related to the employee's work assignment.

The employee [] will [] will not attend the above during scheduled work hours.

Supervisor's Signature Date

When Sections 1 and 2 have been completed, please submit all copies of form to Human Resources.

SECTION 3: (To be completed by the Manager, Human Resources—check the appropriate boxes)

The above class/workshop/conference is [] approved for ____ credits/costs [] disapproved for ____ credits/costs not to exceed actual costs/rate in applicable negotiated agreement and/or Board Policy. Method of payment authorized is:
[] Reimbursement after class/conference completed [] Prepayment prior to completion of class/conference

Manager, Human Resources Date

Rev. 11/04

APPENDIX E

MEMO

To: Director, Human Resources

Subject: Request to Advance on Salary Schedule

I am requesting to advance from _____ to _____ on the MESD/EA salary schedule.

In requesting this advance I verify that I participated in the courses submitted on my official transcript and/or grade slip at times which were not scheduled as workdays on my work calendar* at the ESD.

Name

Date

Signature

PEID

*Excluding paid professional visitation and sabbatical leave

<p style="text-align: center;">FOR HR USE</p> <p>Transcripts/grade slip received: _____</p> <p>Credits Verified: _____ By: _____</p> <p>Approved: _____</p> <p>Effective Date: _____</p>

APPENDIX F

INSTRUCTIONAL AND SPECIAL EDUCATION SERVICES Compensatory Time

1. Compensatory time is governed by Article 11(F).
2. The member is expected to use all resources available to avoid working beyond his/her usual scheduled hours.
3. The member will obtain written approval from his/her supervisor in advance of accruing compensatory time.
4. Compensatory time is earned in an amount equal to the amount of time worked in excess of the regularly scheduled workweek.
5. Use of compensatory time shall be scheduled by mutual agreement between the member and supervisor. If they cannot reach mutual agreement, the District retains the right to schedule the time.
6. Compensatory time should be used in the month accrued or scheduled as soon as possible, considering individual assignment and school needs.
7. Accrued but unused compensatory time shall be paid to a member in the June payroll. Time shall be paid using the member's hourly or daily rate in effect at that time.
8. Time is documented in fifteen minute increments on the compensatory time form.
9. When compensatory time is accrued or used in a month, the member must submit the form to the member's supervisor on the last working day of each month.

**INSTRUCTIONAL AND SPECIAL EDUCATION SERVICES/MULTNOMAH EDUCATION SERVICE DISTRICT
COMPENSATORY TIME RECORD**

NAME: _____

PERIOD ENDING _____, 20_____

Carried forward from previous month:					
DATE	EARNED	REASON FOR ACCRUAL	USED	BALANCE	SCHOOL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

DATE	EARNED	REASON FOR ACCRUAL	USED	BALANCE	SCHOOL
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
Amount to carry forward:					

MEMORANDUM OF UNDERSTANDING #1

During the negotiations for the collective bargaining agreement between the undersigned parties, the District and the Association reached certain understandings which they wish to memorialize by way of this separate Memorandum of Understanding. Those understandings are as follows:

1. The parties agree to form a joint Labor-Management Committee as a mechanism for dialogue between the parties and as a vehicle to discuss issues of mutual concern to the parties. The Labor-Management Committee shall have six members with three members appointed by the Association and three members appointed by the District. The parties agree that the Association's president will serve on the Committee as will a director-level administrator from the District.
2. Advancement/Placement on the Registered Nurse Salary Schedule. Standards of School Nurse practice are identified in the publication "School Nursing: Scope & Standards of Practice" (ANA, 2005). This guide is divided into two sections: Standards of Practice and Standards of Professional Performance. Measurement criteria for each standard are listed and divided into sections:
 - Measurement criteria for the school nurse
 - Additional measurement criteria for the advance practice professional nurse (Master degree)
 - Additional measurement criteria for the nursing role specialty.

This criteria and the MESD job description can also be used to determine placement on the master degree salary scale for Registered Nurses employed by the MESD.¹

All Master of Science in Nursing (MSN) programs from an accredited school of nursing and a Master in Public Health (MPH) do meet core functions and would need no further review for placement on the Masters' salary scale. The nurse who successfully completes a MSN or MPH program is prepared to identify, plan, implement, and evaluate population-based nursing interventions and programs. This nurse manages the health needs of populations, rather than of individuals. Common curriculum in MSN and MPH programs includes nursing theory, epidemiology, nursing research and statistics, and population based needs assessments.

Any other master degree would require a petition from the applicant. The petitioner would demonstrate through the review of curriculum, transcript(s)

¹ National Association of School Nurses

from an accredited university, and experience how that master program meets the core functions of the RN's job description. A panel will determine if the majority of the core functions are met by the master degree. The panel will be composed of two representatives from the Master prepared registered nurse members (appointed by the Association), the Director of School Health Services and the Deputy Superintendent.

Suggested core program functions:

- Health Promotion and Education (including prevention and motivation)
- Budgeting / School Financing
- Complex Health Issues / Special Education
- Cultural Competency
- Communicable Disease and Epidemiology
- Counseling / Group Facilitation
- Research and Grant Writing
- Program Planning and Evaluation

Current master degrees will be grand-fathered.

3. With respect to Article 11, Working Hours and Workload, sometimes the District has difficulty in filling a position and as a result the workload of a full-time member may be temporarily affected. In the event that the effect on a member's workload continues for a time longer than what is reasonable, approximately one month, the District will work directly with the member to see in what ways the effect on the member may be minimized and the cooperative effort of the member may be rewarded. If the frequency or effects of such unfilled positions are greater than the District anticipates, the Association or the member, after notifying the supervisor, may refer the issue directly to the Steering Committee.
4. With respect to Article 14, Complaint Procedure, the District will annually update its supervisors regarding the optional Staff Resolution of Conflict Process for member-to-member conflicts. Copies of the forms related to this Process will be provided to each supervisor by the District. Additionally, departments will be encouraged to urge the use of Conflict Resolution Process for member-to member conflicts at respective internal inservice meetings.
5. Article 1, Recognition, section B, of the collective bargaining agreement identifies members of the bargaining unit as all regularly employed contracted employees who are contracted to work ninety-six (96) contract days or more in the fiscal year and who are earning one-half salary or more. The Agreement excludes substitutes and temporary employees whose contract is for less than ninety-six (96) days. The District and the Association have reached

understandings they wish to memorialize in this Memorandum of Understanding. Those understandings are as follows:

The conditions of employment indicated below will apply to members on approved unpaid leaves of absence, and less than full-time members.

- A. It is the District's option to determine whether to employ regularly employed contracted employees in a substitute or temporary assignment.
 - B. A member may work as a substitute, regardless of the number of days worked, and in a temporary assignment that is less than ninety-six contract days.
 - C. Members who work in substitute or temporary assignments will not accrue seniority, sick leave, compensatory time, holiday pay, paid professional business or professional leave, nor be eligible for insurance benefits or any other benefits under the Agreement.
 - D. Wages for temporary assignments will be the District's current wage for substitute/temporary employees at the time of the assignment.
6. During the life of the 2010-12 Agreement, the parties agree to continue the joint Insurance Committee which will be composed of an equal number of members appointed each by the District and the Association. The purpose of the Insurance Committee shall be to study and then recommend program or benefit changes to assist in the control and containment of costs, both as those costs impact the District and as those costs impact individual members of the bargaining unit. The entire health insurance program is subject to review by the Insurance Committee, except that any new or additional benefits or carrier changes will require both the approval of the District and the approval of the Association.
7. During the negotiations for the 2010-2012 Agreement, the parties agreed to increase the professional development fund set forth in Article 20, subsection B,2, to \$76,873.00. The parties then agreed to reduce this fund by \$33,363.00. The provisions of Article 20, subsection B,2, for 2010-11 reflect the reduced figure of \$43,510. The parties intend that the \$33,363.00 shall be disbursed among certain members of the bargaining unit as a special recognition stipend.

Members eligible for these funds are limited to those who have been employed by the District for at least 12 years and who have been placed at the highest salary step of their respective salary column for a minimum of one year and who are now commencing their second year (or greater) on that top step. The total number of members who fit this description will equally share

the \$33,363.00. These monies will be disbursed in the November 2010 payroll on a one-time only basis.

The parties will repeat this process for 2011-12 (i.e., disbursement of \$33,363 under the same terms and conditions). The money will be disbursed in the November 2011 payroll.

Upon termination of the 2010-12 Agreement, this special recognition provision will not be considered to be part of the status quo. Upon termination of the Agreement, the special recognition fund will be deemed to have been restored to the professional development fund for status quo purposes.

8. The parties understand and agree that the provisions of ORS 342.895(5) are hereby waived for the duration of the 2010-12 collective bargaining agreement. That is, a grievance or other claim of violation of applicable evaluation procedures or fundamental unfairness in a program of assistance for improvement shall be filed pursuant to the timeline provisions of the grievance procedure in the collective bargaining agreement. Such a grievance shall not be held in abeyance as set forth in ORS 342.895(5). This understanding is void in the event of repeal or amendment of the moratorium provisions of ORS 342.895(5).

IN WITNESS WHEREOF the parties agree this _____ day of _____, 2010.



Chairperson
Multnomah Education Service District
Board of Directors




President
Multnomah Education Service District
Education Association

MEMORANDUM OF UNDERSTANDING #2

Education Credit for Specialty Certification

The education credit described in Article 20.D shall be made available for the position of Development Specialist who requires the Certified Fundraising Executive designation. This position shall be eligible to earn education credit, for placement/movement on the salary schedule, for attendance or participation in conferences and workshops. The rate of accumulation shall be at the ratio of 15 professional development contact hours to 1 graduate credit.

IN WITNESS WHEREOF the parties agree this 21 day of September, 2010.



Chairperson
Multnomah Education Service District
Board of Directors



President
Multnomah Education Service District
Education Association