

*Clackamas Education
Service District*

**2007-2011
Collective Bargaining
Agreement**

Between

Clackamas ESD Board of Directors

and

Clackamas ESD Education Association



Clackamas Education
Service District

*Dedicated to Excellence
through Leadership and
Service*

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ARTICLE 1 - PREAMBLE

A. Agreement

This agreement is entered into between the Board of Education on behalf of the Clackamas Education Service District, herein referred to as the "Board" or "District" and the Clackamas Education Service District Education Association, herein referred to as the "Association," affiliated with the Oregon Education Association and the National Education Association.

1. The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for personnel included in the bargaining unit pursuant to Oregon law.
2. This agreement shall modify, replace or add to any precedent policies, rules, regulations, procedures, or practices of the District which shall be in direct conflict or violation of its terms.
3. This agreement shall not be modified except by written agreement between the Association and the District.

ARTICLE 2 - RECOGNITION

A. Exclusive Bargaining Representative

The Board hereby recognizes the Clackamas Education Service District Education Association, hereafter the "Association," as the sole and exclusive bargaining representative with respect to wages, hours and conditions of employment as set forth in Oregon Law, Chapter 243, for the term hereof of all:

1. Full and part-time (half-time or more) licensed, certified or contracted personnel.
2. Licensed, certified or contracted personnel who enter into an approved job-share agreement with the District.

B. Definitions

1. "Employee," when used herein, shall refer to all employees included in this bargaining unit.
2. "Regular employee," when used herein, shall refer to an employee who has completed the three (3) year probationary period and is assigned to a position that does not require a teaching license.
3. "Contract employee," when used herein, shall refer to an employee who has completed the three (3) year probationary period and is assigned to a position that requires a teaching license.

C. Exclusions

Managers, confidential employees and substitutes are specifically excluded from the bargaining unit.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

A. Final Agreement

There shall be two (2) signed copies of the final agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

B. Recommendations

The Association does not waive its right to make recommendations to the Board of Education about proposed changes in conditions of employment not covered by the agreement or dropped during negotiations.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Facilities

ESD buildings may be used for Association meetings at reasonable times during non-duty hours provided there is no conflict in scheduling such use and provided the Association reimburses the District for reasonable costs incurred.

B. Equipment

The Association shall have the right to use a District computer, if available, and copier for preparation and duplication of materials for communication to members, when such equipment is not otherwise in use. The Association shall pay reasonable costs of all materials and supplies incidental to such use, and for any equipment repair resulting therefrom. The District will print materials for the Association at the rate established for other non-profit organizations.

C. Bulletin Boards

The Association shall have the right to post notices of activities on an Association bulletin board provided by the District in a central location of the ESD. All posted items will bear the signature of the authorizing Association member. The Association president shall be responsible for maintaining the bulletin board in a neat and orderly condition. The District shall provide a centrally located mailbox at the ESD for the Association.

D. Faculty Meetings

The Association shall have the opportunity to make announcements at the end of regularly scheduled staff meetings. Attendance by staff during the period of such announcement shall be

voluntary.

E. Board Meeting Agenda

A copy of the agenda and minutes for any regularly scheduled board meeting shall be placed in the Association mailbox as soon as it becomes available.

F. Training Programs

The Association shall have the opportunity to make recommendations to the District in planning training programs.

G. Staff Listing

The District will continue to compile a listing of staff covered by this Agreement including work address and telephone numbers and make a copy of same available to the Association not later than October 15 of each school year.

H. Courier Service

The Association has a right to use the District courier service for distribution of communications to members of its bargaining unit. The Association agrees to hold the District harmless from any liability for having permitted this use of the District courier service.

I. Release Time

1. Members of the Association's bargaining team may be released during the contract day to attend collective bargaining sessions with the District.
2. The Association president and grievance chairman or their designees may be released during the contract day to attend grievance hearings or to deal with matters of contract maintenance.
3. All requests for such releases shall be made by the Association president to the Superintendent or his/her designee. If substitutes are necessary for such absences, the Association will pay the cost of the substitutes at the rate established by the District for the current year. The District's current procedures for hiring substitutes will be followed. Such absences shall not exceed ten (10) days or a total of eighty (80) hours during a given contract year.

ARTICLE 5 - EMPLOYEE RIGHTS

A. Personnel Files

1. The District shall provide reasonable opportunity for an employee to inspect, at the ESD Administration Building, those personnel records of the employee which are used or have been used to determine the employee's qualification for employment, promotion,

additional compensation or employment termination or other disciplinary action.

2. At the request of the employee, the District shall furnish a certified copy of such records.
3. The District shall keep a terminated employee's personnel records for not less than sixty (60) days. At the request of the employee, the District shall furnish a certified copy of such records, within the sixty (60) day period.
4. The District may make only such charge for copies as is reasonably calculated to recover the actual cost of providing the service.
5. An employee shall have the right to make a written statement relating to any evaluation, reprimand, charge, action, or any matter placed in the employee's personnel file.
6. An employee's personnel file shall be open for inspection by the employee, but shall be open only to such other persons as are officially designated by the District or by the employee.

B. Protection Under the Law

Unless specifically stated, nothing in this agreement shall be construed to deny an employee his/her constitutional or statutory rights under the laws of Oregon and the United States.

C. Just Cause

No employee in the bargaining unit shall be disciplined, suspended, reprimanded, reduced in rank or compensation for disciplinary reasons without just cause. The above, however, shall not apply to suspension pending discharge or to the dismissal of employment, non-extension or non-renewal of a teaching contract as provided by the Accountability for Schools in the 21st Century Law.

D. Complaint Procedure

Complaints regarding the performance of an employee which individually or collectively appear to have merit in the view of the supervisor shall be discussed privately with the employee.

1. The supervisor shall provide an opportunity to meet with the employee within ten (10) employee work days to discuss the complaint.
2. The employee may respond to the complaint during the initial meeting with the supervisor and may provide an additional response within ten (10) employee work days of the initial meeting.
3. If the specifics of the complaint are in question, a meeting will be arranged between the employee and the complainant if the employee requests such a meeting, and if the complainant is agreeable to such a meeting. A member of the administration and the employee's representative may attend this meeting.

4. If an evaluative statement is to be placed in the employee's personnel file, or if disciplinary action will be taken based solely on the complaint, the complaint must be in writing and signed by the complainant.
5. If any details within the complaint are to become part of the employee evaluation process and entered in the employee's personnel file, or if the complaint will lead to disciplinary action, the employee shall be so informed at a meeting that occurs within ten (10) work days of the employee response. A member of the administration and the employee's representative may attend this meeting.
6. Complaints which are not discussed with the employee shall not be considered in the evaluation process.
7. Nothing in this Article shall impair the District's legal obligations to report alleged violations to the proper authority.

E. Personal and Academic Freedom

1. Personal life of a member of the bargaining unit, except as specified in the Accountability for Schools in the 21st Century Law, is not an appropriate concern of the Board.
2. Employees shall be entitled to full rights of citizenship including free speech. No religious or political activities of any employee or the lack thereof shall be grounds for discipline or discrimination with respect to the professional employment of such employees, providing said activities do not violate any local, state, or federal law.
3. The Association and the District acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to perform their prescribed teaching function. Therefore, employees shall be guaranteed freedom in teaching controversial issues provided that: 1) said material is relevant to the individualized student needs, 2) said material is appropriate to the student's functional level, and 3) the student's and/or parent-guardian's rights, as guaranteed in statute and administrative rules, will not be violated.
4. In performing their teaching functions, employees shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided that personal opinions are clearly identified and varying aspects or sides of the issues are presented.

F. Representation

Employee may elect to have representation by the Association when/if:

1. In the Grievance Procedure
2. In Due Process Hearings
3. On a Program of Assistance for Improvement

4. In investigatory meetings that could be used to discipline the employee.
5. In meetings with a complainant, it is the duty of the District and Association to protect the confidentiality of students and parents in such conferences.

ARTICLE 6 - GRIEVANCE PROCEDURES

A. Definitions

1. "Grievance" shall mean a complaint by a bargaining member or members or by the Association that a provision of the collective bargaining agreement between the parties or a Board policy has been violated, misinterpreted, or inequitably applied, except that grievances on Board policy shall conclude with Step 3 of this Article.
2. "Grievant" shall mean the person or persons or group who file a grievance. The names of all impacted unit members shall be identified at both the informal and formal levels.
3. For the purposes of this article, "work days" shall mean days that the Clackamas ESD is open.

B. Time Limits

Time limits shall not be extended or modified except by written agreement of the parties hereto. All days shall mean working days. The failure of the District to respond within time limits set forth herein will constitute a rejection of the grievance at that level and thereby allow the grievant to take the grievance to the next step within the time limit specified therein if applicable. Failure of the grievant to comply with a time limit set forth herein shall constitute acceptance of the District's position on the matter.

C. Representation

The grievant may be represented by himself/herself, or at his/her option, by a representative of the Association.

D. Procedure

1. **Step One - Supervisor** - If an employee believes a violation of the contract or policy has occurred, within 60 working days of the incident, the grievant shall meet with the supervisor or director, or the employee shall submit a written grievance identifying the article or policy at issue. The written statement shall give a clear and concise explanation of the alleged violation and the relief sought. The immediate supervisor will reply to a written grievance, in writing, within seven (7) working days after receipt of the written grievance.
2. **Step Two - Superintendent or Designee** - If the grievant is not satisfied with the disposition of his/her grievance at Step One, the grievant may file the grievance in

writing with the Superintendent within seven (7) working days after the completion of Step One procedures. The written grievance shall specify the specific management action or inaction being grieved, the contract article or articles and sections or paragraphs thereof or Board policy alleged to have been violated, and the specific remedy sought. The Superintendent shall have seven (7) working days in which to set a hearing date for the grievance. After the hearing, the Superintendent shall communicate his/her written decision and the reasons for that decision within seven (7) working days to the grievant and the Association.

3. Step Three - Clackamas ESD Board - If the grievant is not satisfied with the disposition of this grievance at Step Two, the grievant may file the grievance in writing with the Board within seven (7) working days after the completion of Step Two procedures. At the next regularly scheduled Board meeting, provided the written grievance is received at least ten (10) working days prior to the Board meeting, or at the subsequent scheduled Board meeting but no more than 30 working days from the receipt of the written grievance, the Board shall meet with the grievant in an effort to resolve the grievance. If the grievant is not satisfied with the disposition of his/her grievance at Step Three, or if the Board has rendered no decision within seven (7) working days after meeting with the grievant, the grievant may, within fourteen (14) working days of the meeting with the Board, request the Association to submit the grievance to binding arbitration.
4. Step Four - Binding Arbitration - Within twenty-one (21) working days after receiving the grievant's request, the Association shall notify the Superintendent that the grievance is being submitted to binding arbitration. Within fourteen (14) working days after such notice, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from the arbitrator to serve. If a mutually acceptable arbitrator is not secured, the Employment Relations Board (ERB) rules will be followed in the selection of an arbitrator. Except as otherwise expressly provided in this Agreement, the arbitration shall be conducted in accordance with the Employment Relations Board rules. If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following manner:

Immediately after the filing of the Demand or Submission, the ERB shall submit simultaneously to each party an identical list of names of persons chosen from the Labor Panel. The parties will flip a coin to determine who strikes first, then strike alternately until one name remains. The Arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue a decision not later than thirty (30) working days from the date of the closing of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. No issue shall be arbitrated or subject to arbitration unless such issue results from an action which takes place following the execution date of this Agreement, and no arbitration determination or award shall be made by the Arbitrator which grants any right or relief for any period of time prior to execution date or after the expiration date of this Agreement.

Grievances timely initiated under the terms of a prior agreement shall be continued in accordance with the terms of that agreement and any grievance timely initiated prior to

the expiration of this Agreement will be continued in accordance with the terms hereof. Cost of services of the Arbitrator, including per diem expenses, travel and subsistence expenses and the cost of the hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. Decision of the Arbitrator shall be final and binding upon the parties.

E. Non-Reprisal

Neither the Association nor the District shall take any reprisal against any person or agency as a result of the exercise of his/her or its rights under this Article. If a claim or a reprisal should be raised, it shall be the employee's obligation to show that such claimed reprisal is the direct result of the employee's exercise of his/her rights hereunder and not the result of other considerations. A claim that the District has violated this section shall not be allowed where the teacher has been non-renewed or dismissed since such matters are covered by ORS 342.805-930 (Fair Dismissal Law).

ARTICLE 7 - NON-DISCRIMINATION

The Board and Association shall not illegally discriminate against any employee on the basis of race, religion, sex, national origin, physical or sensory handicap, age, membership in the Association, or participation in Association activities. The Board and Association shall not discriminate against any employee on the basis of domicile, marital status or lifestyle.

ARTICLE 8 - TRANSFERS

A. Voluntary Transfer

A voluntary transfer is a voluntary change in assignment that is made at the request of the employee involved.

1. Each spring employees will be given an opportunity to express a preference for assignments for the following year. Employees who express such a preference will be given consideration.
2. All known vacancies for the following work year shall be reported to the Association and posted on the ESD positions available bulletin board by May 1. As vacancies occur after May 1, they shall be posted on the positions available bulletin board. Employees may apply in writing for a specific position within five days of the posting of the vacancy.
3. A current employee will be granted an interview for a position if he/she meets the posted qualifications for the position.
4. If an employee's request for a voluntary transfer has been denied, he/she will have an opportunity to meet with the Director and to receive an explanation for the denial if he/she desires.

B. Involuntary Transfer

An involuntary transfer is any involuntary change in building, program or subject matter assignment that is made without the consent of the employees involved.

1. Whenever possible, notice of involuntary transfer and the reasons will be given to the employee at least fifteen (15) calendar days before the transfer is to occur. When such advance notice is not possible, the employee will be notified within twenty-four (24) hours of the decision to implement the transfer.
2. When an employee is being involuntarily transferred, he/she will have the opportunity to meet with his/her appropriate director.
3. When an involuntary transfer is considered by the District to be necessary, an employee's professional training to perform a specific program and his/her job performance on the last employee evaluation (last two evaluations for those employed two or more years) will be considered in making the decision. In the event that two persons shall be deemed equal, job experience with the Clackamas ESD performing related tasks shall be used to make the final decision.

ARTICLE 9 - REDUCTION IN FORCE AND RECALL

A. Definitions

The following definitions shall apply in this article:

1. Reduction in Force (R.I.F.) as applied to employees in this Article shall mean to place on inactive duty status for a period of time of up to 27 months. Employees who are subjected to R.I.F. shall receive no salary, benefits, or other accruals except as specifically provided for in this Article.
2. Recall is the procedure for returning employees who are on "R.I.F." status to an active employment status within the District.
3. Competence means the ability to teach a subject or grade level or provide related services for children based on recent experience or educational attainments, or both, but not based solely on being licensed.
4. Seniority is determined by the length of continuous employment with the District beginning with the first day of actual service with the District. Leaves of absence will not interrupt continuous service.
5. Employee as used in this Article pertains to members of the bargaining unit represented by the Clackamas ESD Education Association and defined in Article 2, (Recognition), of this contract.

B. Notification

1. If the Board is contemplating a Reduction in Force of any staff positions, it will notify the Association as soon as the need for such a layoff is evident to the District. The notice will be in writing, and when layoff factors are known, will be given at least 90 days before the end of the year preceding the layoff, and will include wherever possible the specific positions affected, the proposed time schedule, and the reasons for the proposed action.
2. The Association may notify the District of a desire to consult about the contemplated R.I.F. within five (5) calendar days of receipt of the notice from the District.
3. The District shall present to the Association concerns regarding funding, educational needs, shifting priorities, and other factors that appear to the District to be appropriate, within fifteen (15) calendar days of receipt of the Association's consultation notice.
4. Any employee who is to be directly affected by a reduction in force will be so notified in writing at least fifteen (15) calendar days before the proposed action. Such notice will include the proposed time schedule and the reasons for the proposed action.
5. Emergency conditions beyond the control of the District may cause the District to alter the time lines. Emergency conditions shall be defined as short notice on funding shortfall. Documentation verifying the above will be given to the Association before any reduction in force.

C. Procedure for Reduction in Force

1. The procedure for reduction in probationary, contract and regular employees resulting from the District's inability to levy a tax sufficient to provide funds to continue its educational program at its anticipated level, loss of or reduction of a contract or grant, or resulting from the District's elimination or adjustment of classes due to administrative decision shall be as provided in this section. However, nothing in this section is intended to interfere with the right of the District to discharge, remove or fail to renew the contract of a probationary teacher.
2. The District shall make every reasonable effort to:
 - a. Transfer employees in positions scheduled for discontinuation to other positions for which they are licensed.
 - b. Combine positions in a manner which allows employees to remain qualified so long as the combined positions meet the needs of the District and the competence consideration specified in subsection (4) of this section.

3. In determining employees to be retained when the District reduces its staff under this section, the District shall:
 - a. Determine whether employees to be retained hold proper licenses to fill the remaining positions.
 - b. Determine whether employees to be retained meet the minimum qualifications for the position as listed in the position description.
 - c. Determine seniority of employees to be retained, based on the first day of actual service with the school District; ties shall be broken by drawing lots.
 - d. Determine competence and merit of employees, if necessary, under subsection (4) of this section.
4. If the District desires to retain an employee with less seniority than an employee being released under this section, the District shall determine that the employee being retained has more competence or merit than the employee with more seniority who is being released.
 - a. Under this section, probationary employees on special evaluation status would be released first should a Reduction in Force be necessary.
 - b. If there are no probationary employees on special evaluation status, or if additional employees must be released, probationary employees on Programs of Assistance for Improvement would be released next; except that if information collected indicates that an employee is making substantial progress in meeting the objectives of the plan of assistance, that employee would not be released except by the seniority rule.
 - c. If no probationary employees are on special evaluation status nor on Programs of Assistance for Improvement, or if additional employees must be released, contract or regular employees on special evaluation status would be released next.
 - d. Any reduction in force beyond that provided for in (4)(a), (b), and (c) above shall occur according to the seniority rule of this article.

D. Implementation of Reductions in Force and Recall

1. In the event of a R.I.F., the District will:
 - a. provide employees affected by R.I.F. the opportunity to express, in writing, a desire to return to the District; and
 - b. receive and place on file the employee's address of record for recall notification.

2. The employees who desire to be placed on the recall list will:
 - a. indicate, in writing, their desire to return to the District; and
 - b. provide the District with an address of record to be used for official notices, including recall notices for information, etc.

E. Displacement

When the required R.I.F. has been accomplished, the District shall implement transfers among the remaining staff to achieve congruence between experience, training, licenses, and assignment. Notice, in writing, shall be given to the employees who are being transferred, with a copy given to the Association. The employees will have fifteen (15) calendar days to notify the District, in writing, of their acceptance of the transfer position or their resignation.

F. Recall

Employees who are affected by the R.I.F. under the provisions of this article shall be placed on the District's recall list provided they have met the requirements of D.2. under this Article. If within 27 months of the date of R.I.F. a vacancy occurs within the District for which the affected employee was licensed at the time of the R.I.F., the recall procedure outlined below will be followed:

1. Recall will be implemented in reverse order of R.I.F. providing the employee in line to be recalled was laid off from the program in which the vacancy has occurred, e.g., LEEP, ED, EI/ECSE, etc., and if the employee has the proper license and meets the minimum qualifications for the position as listed in the position description.
2. In the event of a recall, the District will notify by registered mail within fifteen (15) days of vacancy, eligible R.I.F. employees who have stated, in writing, a desire to be recalled. Such notice shall be sent to the last address provided by the employee and shall specify the assignment and date of return to duty.
3. The employee(s) who wish to return will notify the District's Human Resource Services Office within ten (10) calendar days of the receipt of the notice, in writing, of acceptance or rejection of the District's offered position and return to active duty within thirty (30) calendar days of notification, unless granted an extension of time by the ESD Superintendent;
4. Rejection of a specific position, failure of the employee to respond within the time herein specified, or failure to report to work on the date specified in the recall notice, shall terminate the employee's right to recall, unless the position to which the employee is being recalled is within a different program than the one from which he/she was laid off.

G. Benefits on Recall

The following benefits shall accrue to employees who accept a position with the District under a recall:

1. Upon return to active employment, all accumulated sick leave to which the employee was eligible at the time of layoff and which remains unused shall be restored to the employee.
2. Employees who worked in the District ninety-three (93) or more days of the school year in which the R.I.F. occurred shall have that year count toward advancement on the salary schedule. Employees who worked in the District for fewer than ninety-three (93) days will not gain advancement in salary.
3. Probationary employees who worked in the District one hundred thirty-five (135) or more days of the school year in which the R.I.F. occurred shall have that year count toward contract or regular employee status. Employees who worked in the District for fewer than one hundred thirty-five (135) days will not gain advancement toward contract or regular employee status.

ARTICLE 10 - EMPLOYEE WORKING CONDITIONS

A. Contract Year

1. The work year shall not exceed one hundred ninety (190) contract days without prior approval of the Superintendent. Should such approval be granted, the additional days will be paid at the same rate per day as the 190. Summer curriculum work is, however, expressly excluded from this provision. Each employee shall develop a calendar in cooperation with his/her program supervisor. The calendar shall meet the requirements of the position as determined by the District.
2. If employed for more than 93 days at half-time or more, the year will count for salary advancement and seniority. If employed for 135 days at half-time or more, the year will count as credit towards contract or regular employee status.

B. Work Day

1. The regular work day shall be eight (8) hours. Employees shall not be required to extend their working hours beyond the regular work day more often than twice a month, or a total of four (4) hours per month, without mutual agreement between the employee and supervisor.
2. Compensatory time may be taken for the four hours upon mutual agreement between the employee and supervisor except that it may not be taken during student contact time.

C. Work Load

1. The Board and the Association recognize the impact of educational needs, class size, and staffing patterns on work load.
2. Employees are encouraged to discuss workload/working condition issues with their supervisor. While personal contact with the supervisor is recommended, an alternative process is outlined in Appendix B of the contract.

D. Breaks

Each employee shall have a thirty (30) minute duty-free lunch period to be included as part of the regular work day. Each employee shall also have a daily fifteen (15) minute relief period in the morning and another in the afternoon.

E. Daily Preparation Time

1. Employees who are assigned to a classroom shall have at least sixty (60) minutes per day for preparation time which will minimally consist of two 30 minute segments of continuous time during which they shall not be assigned supervisory responsibility for children except in emergency situations.
2. During the preparation time, teachers must remain on duty and be available for classroom team planning, parent communication and one District meeting per month, unless a classroom duty requires the employee to leave the building.
3. Other District meetings would be scheduled at times that do not interfere with scheduled preparation time.

F. Holidays

There shall be six (6) legal holidays per contract year. Employees observing more than six (6) paid holidays, according to the host district calendar, shall report such as non-contract days. Each part-time employee as defined in Article 2 of this contract will qualify for holiday pay on a pro rata basis.

G. Planning Time

1. In general, employees who are assigned to classrooms shall have the same number and schedule of planning days and early dismissals as the host school. These are to be used for parent conferences, IEP development, training activities, and other instructional planning needs.
2. There shall be a minimum of ten (10) planning days available to be scheduled by the teacher and supervisor, allowing enough planning time for IEPs, parent conferences, and other classroom activities.
3. At least two weeks notice shall be provided teachers when training activities are being

scheduled; training activities will generally be limited to one-half day or less; when a training activity is scheduled for longer than one-half day, the coordinator will work with staff to accommodate planning needs.

4. Preparation/planning time needs for non-school based employees shall be arranged between the employee(s) and supervisor. If solutions are not forthcoming at the employee/supervisor level, the Director shall also be engaged in the process.

H. Transportation of Children

It is understood that it is the ESD's practice to use ESD buses and public carriers such as Tri-Met for transporting students to and from schools and to and from instructional sites other than the classroom. ESD car pool vehicles may be used if the above are not readily available.

I. Substitutes

The District will supply the Association with current lists of licensed substitutes.

J. Emergency Pay

Employees who are required to work beyond the normal work day, except as provided in section B of this Article, shall be compensated on a pro rata basis. Directors will approve such requests.

K. Extra Duty Compensation

1. Employees who are requested or directed to work beyond the normal work day for District-approved overnight field trips and outdoor education programs shall be paid \$5.00/hour for each hour in excess of the eight-hour day.
2. Employees will be compensated \$14.00/hour or on a project basis for District-approved curriculum development.
3. Compensatory time will be allowed for mandatory meetings called by ESD or host school/agency and parent conferences with the following conditions:
 - a. Normal student instruction time may not be reduced;
 - b. Compensatory time will be granted on an hour-for-hour basis;
 - c. Compensatory time must be approved in advance by the supervisor; and
 - d. Compensatory time must be taken within the school year in which it was incurred.

L. Extended Contracts

Whenever employment opportunities arise in the District's programs which fall outside the time limits of the 190 day contract period, then the District will:

1. Provide Bargaining Unit members the first opportunity to apply for those positions for which they hold the appropriate license.
2. Pay the employee on a pro rata basis at the current contract rate.

M. Job Share Conditions

1. Agreements shall be in effect for one year, with no guarantee of continuation of the job share program beyond the term of this agreement. Job sharing may continue, subject to annual review. If this agreement discontinues, the District will place teachers where needed.
2. Both employees will have part-time status, receiving the prorated portion of their salary, including the increment, based on their salary schedule placement.
3. Each employee will receive holiday pay and leave on a pro rata basis.
4. Job Share employees will split conference and tuition allocations on a pro rata basis.
5. The supervisor will establish the calendar and schedule for the position to be shared. Any changes will be reviewed in advance by the supervisor for approval.
6. Each teacher shall assume responsibility for a cooperative balance of teacher hours, for the required duties of their portion of the school day, and for their scheduled hours on teacher work days. Each teacher shall also assume responsibility for maintenance of student records, inventories, and room appearance.
7. Both teachers shall participate in all staff meetings, parent teacher conferences, school-sponsored evening activities, and scheduled in-service days.
8. Both teachers shall participate in all out-of-classroom activities such as field trips and excursions, when such activities span both teachers' portion of the instructional day.
9. Both teachers complete periodic summaries of student progress in their areas of instructional responsibility to be included in coordinated reports to families.
10. Both teachers will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards.

11. Parents will be contacted by individual teachers as problems arise. A conference between both teachers and the parents will be scheduled when the problem is common to both teachers.
12. Job performance responsibilities will comply with all policy and contractual stipulations including day-to-day direction of the educational assistants.
13. Each teacher's part-time, full year work will count one year toward salary schedule placement and one year toward seniority.
14. Both teachers acknowledge that the work they will be required to do under this contract, such as dual appearance at meetings, conferences and the like, will not be compensated as extra work.
15. Both teachers agree to substitute for the other, whenever possible. Payment will be made at the teacher's normal rate.
16. If either employee is unable to complete the job-share assignment, the District retains the right to assign the remaining employee to full-time responsibilities for the duration of the agreement.

N. Drug Free Workplace

1. The unlawful manufacture, distribution, dispensation, possession or use of controlled substance is prohibited in the workplace. Violation of Board policy shall result in an appropriate sanction including, but not limited to, required participation in a drug or alcohol abuse assistance program, oral or written discipline, suspension, non-renewal or termination of employment.
2. Awareness Program - The District shall post its policy in visible workplaces through the District and shall provide notice through employee mailboxes or otherwise of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The District's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling or employee assistance programs;
and
 - d. Notice of the penalties that may be imposed upon employees for drug abuse violations in the workplace.
3. Notice of Workplace Convictions - As a condition of employment, an employee shall abide by the terms of the District's drug-free workplace policy and shall notify the employer of any criminal drug convictions for violations occurring in the workplace no later than five days after such conviction.

4. Sanctions - Any employee convicted of a criminal drug statute violation occurring in the workplace shall be subject to an appropriate sanction or required satisfactory participation in a drug abuse assistance or rehabilitation program.
5. Notice to Federal Agency - The District shall notify the federal granting agency within ten days after receiving notice of an employee's conviction on any criminal drug statute violation occurring in the workplace.
6. Good Faith Effort - The District shall make a good faith effort to maintain a drug-free workplace through implementation of its policy.

O. Position Descriptions

Position descriptions will be developed with input from employees. Whenever the minimum qualifications of a position are changed, the District shall provide the Association a copy of the revised position description.

ARTICLE 11 - PAID LEAVES

A. Sick Leave

1. Employees shall be granted sick leave without loss of pay at the rate of one day per month worked (one day for each month in which the employee is in compensable status the majority of the work days).
2. For any prolonged sick leave (five or more days) the District may require certification from the attending physician or practitioner that such illness prevents the employee from working.
3. No compensation for sick leave shall be allowed when an employee separates from the agency.
4. Sick leave shall not accrue during a leave of absence without pay.
5. Personal illness shall include, but not be limited to, disability caused by pregnancy, childbirth, or related medical conditions.
6. Part-time employees as defined in Article 2 of this contract will receive sick leave days on a pro rata basis.
7. Each employee shall be allowed to voluntarily donate accrued sick leave to a sick leave bank under the following conditions:
 - a. A donating employee:
 - (1) may donate four (4) hours of sick leave per fiscal year; and

- (2) must complete a waiver form authorizing the donation.
 - b. The sick leave bank shall be allowed to accumulate to a maximum total of 320 hours.
8. An employee may request sick leave from the sick leave bank under the following conditions:
 - a. The beneficiary employee:
 - (1) or a representative of the employee, must submit a written request describing his/her circumstances to the Human Resources Office;
 - (2) must be experiencing a catastrophic illness or injury. A catastrophic illness or injury shall be defined as a severe condition or combination of conditions affecting the health of the employee requiring the employee to be under the care of medical practitioner for at least 30 calendar days;
 - (3) must not be eligible for disability or workers compensation benefits;
 - (4) must have exhausted all applicable paid leaves; and
 - (5) shall receive paid sick leave at a rate of two (2) days paid for each three (3) days of eligible absence.
9. The District shall authorize the use of sick leave from the sick leave bank on a first come - first served basis to those employees who meet the criteria in 8. a. (1) - (4).

B. Legal

1. An employee shall be granted leave with pay for services on a jury, as a witness in response to a subpoena, or other direction by proper authority. Any compensation paid to the employee for such service exclusive of reimbursement for mileage and other expenses specifically identified by the court or legal body, shall be paid over to the District.
2. Upon being excused from legal services during any day, an employee shall return to his/her assigned building if two or more hours remain in the regular work day.
3. Leave identified in the above provision does not apply when an employee is involved as a litigant in an action against the District, or when serving on behalf of or in the interest of the Association or in a matter involving an employee owned/operated business.
4. Part-time employees as defined in Article 2 of this contract shall receive the leaves available in this section on a pro rata basis.

C. Sabbatical Leave

Sabbatical leave is an opportunity provided by the District for employee self-improvement and for benefit to the District through study or research. In its discretion, the Board may grant up to one sabbatical leave per year subject to the following conditions:

1. Employees are eligible for sabbatical leave. To be eligible, an employee must have worked for seven consecutive years in the District. Requests will be submitted to a committee comprised of two employees and two administrators which will make recommendations to the Superintendent who will then make a recommendation to the Board. Approval will be made by the Board based upon the recommendation by the Superintendent.
2. Programs subject to sabbatical leave:
 - a. Course of Study in an approved institution of higher learning;
 - b. Writing of a doctoral thesis;
 - c. Independent study approved by the Board; and
 - d. School projects approved by the Board.
3. Each successful applicant shall receive fifty (50) percent of his/her base salary for a maximum of one year of sabbatical leave.
4. The District agrees to pay the stipend in twelve (12) equal payments.
5. The District agrees to provide the insurance coverage outlined in the contract.
6. Written requests for sabbatical leave must be submitted to the Superintendent no later than October 1, preceding the year in which the leave is being requested to begin.
7. Applicants will be notified of acceptance or rejection of sabbatical leave request by March 15.
8. In requesting sabbatical leave, the employee shall submit the request in writing to the Superintendent and the Board concerning the sabbatical program.
9. Upon returning to the ESD, the employee agrees to submit a report, if requested, to the Superintendent and the Board concerning the sabbatical program.
10. Should the employee fail to follow the plan submitted, he or she will be required to reimburse the ESD for the stipend and benefits received plus six percent.
11. The applicant agrees to return to the service of the District for no less than three years or refund the prorated share of the stipend plus six percent interest for any period of less than three years; the refund shall include salary, District-paid insurance, and the

employee portion of PERS, and shall be repaid on a pro rata basis in equal monthly installments based on the total amount of months less than three years; if less than one year (12 months) remains, then the salary benefit refund will be based upon (12) equal payments.

12. Staff members on sabbatical may not reapply until seven consecutive years of service have elapsed following the sabbatical year.

D. Professional Days

At least two (2) days per contract year, may be used for the purpose of furthering the employee's professional training provided that:

1. These days are not counted as in-service days;
2. Professional leave days do not accumulate from year to year;
3. Written notice of intent is given to the appropriate supervisor at least five (5) days prior to such leave; and
4. Professional leave beyond two (2) days per contract year may only be granted with the prior approval of the department director.

E. Other Paid Leaves

Each employee will have up to ten (10) days of other paid leaves which may be used for the following purposes, up to the maximum designated in each category. Part-time employees as defined in Article 2 of this contract will receive these leave days on a pro rata basis. The days in this section are not cumulative.

1. Family Illness/Routine Preventative Health Care (not to exceed 5 days)
 - a. Family Illness - To be used for the purpose of caring for members of the employee's immediate family. Such time off shall only be available when the care of a member of the immediate family is necessary and when no other members of the immediate family are available to provide such care. Immediate family is defined as the spouse, child (including step children and foster children), parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law or sister-in-law.
 - b. Routine Preventative Health Care - Routine or preventative medical or dental appointment for the employee may be charged to this category.
2. Bereavement - Not to exceed five (5) days per bereavement to be used for necessary time off in the event of the death of a member of a household or immediate family member as defined in part 1. a. hereof.
3. Personal Business/Emergency - Not to exceed three (3) days per contract year, to be

available for necessary time off to attend to matters which cannot be taken care of outside the work day. Such leave shall be requested in writing to the appropriate supervisor 48 hours in advance unless emergency circumstances outside the control of the employee prevent such advance request.

F. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

ARTICLE 12 - UNPAID LEAVE

A. Short-term Unpaid Leaves

1. Short-term unpaid leaves not exceeding six (6) consecutive working days may be granted upon adequate prior notification to the employee's supervisor and the supervisor's determination that the absence will have a minimum negative impact on the program including the availability of a substitute if required.
2. Unpaid leaves of greater than six (6) consecutive working days but less than one year must be approved by the Superintendent. Employees requesting such leave shall submit a letter of request to the Superintendent at least thirty (30) days prior to the expected beginning date of the leave, except in case of emergency.
3. The District retains the sole discretion to grant or deny unpaid leaves for any reason(s) deemed appropriate. Granting or denying a leave request under this section shall not be considered a precedent for future requests.

B. Long-term Unpaid Leaves

Contract and regular employees shall be eligible for consideration for unpaid leaves as follows:

1. Such leave must be requested prior to March 15 of the preceding school year, or, if such a leave request occurs during the year, it must be submitted 90 days prior to the leave except for 3(d) and 3(e) below. Such request shall include a detailed description of the reasons for leave. Persons successfully completing their third year shall be eligible to apply under the provisions of this article.
2. The period of leave shall not exceed one school year.
3. The leave may be utilized for:
 - a. Professional growth;
 - b. Formal study;
 - c. Exchange of professional position;

- d. Mental health; and
 - e. Parental leave.
4. Upon receipt of request for such leave, the District shall review the leave request pursuant to the above criteria and shall grant the leave not later than May 1 for a March request or within 45 days for a request occurring during the year, if it finds that doing so is in the best interests of both the requesting employee and the District.

C. Temporary Disability

Employees who are temporarily disabled to the extent that they are unable to work in their current assignment as a result of surgery, accident or illness, may be granted a non-paid leave of absence of up to one year. As a condition of approval of the leave, a doctor's certificate of the disability shall be required. Upon return, if the leave of absence is within the period authorized, the individual may return to the same position, unless filled, or to a position with equal salary and seniority level. The individual will be allowed to work as long as the individual and/or the supervisor feels that the person is able to fill the job adequately. In case of a disagreement, the supervisor may require a doctor's certification of the employee's ability to work.

D. Right To Return

Upon expiration of the leave of absence, the employee shall be afforded the right to return to the District in the same position, if vacant, or to a position with equal rank, benefits and seniority level.

E. Returning from Leave

Employees shall indicate in writing their intention to return from leave upon requesting leave, and

1. Employees who will be returning from leave at the beginning or during the first semester of a school year must affirm their intent to return by February 1 preceding the opening of that semester.
2. Employees who will be returning from leave at the beginning or during the second semester of a school year must arrange their return date at the time the leave is requested.

F. State and Federal Leave Requirements

Any state or federal leave requirements in excess of collective bargaining agreement provisions shall be complied with.

ARTICLE 13 - SCHOOL CLOSURES

A. Class Cancellation

1. Scheduled contract days within the school year which are not worked due to class cancellation because of inclement weather, fire or other emergency reasons will be paid for as if worked and not require make-up time for Special Education Department employees providing:
 - a. The resident school District where the employee is working applies the same policy to its own employees for the days in question; and
 - b. ESD classes satisfy the State of Oregon minimum days and hours for instruction as stipulated in Oregon Administrative Rule.
2. When instructional days are lost due to emergency closure and the host school decides to make up the days, make-up days will not result in additional compensation.
3. Under unusual circumstances, e.g., loss of heat and/or electricity, ESD operated classrooms located in local school Districts will follow the decision of the LEA.
4. Under unusual circumstances, e.g., loss of heat and/or electricity, decisions regarding ESD operated programs in locations other than local school Districts will be made as follows:
 - a. In consultation with the Program Coordinator; or
 - b. In consultation with the Department Director; or
 - c. In consultation with the ESD Human Resource Services Director; or
 - d. In consultation with the ESD Superintendent; or
 - e. In consultation with the Private Agency Director.

ARTICLE 14 - FAIR SHARE

A. Payment-In-Lieu-Of-Dues

To assure that employees covered by this agreement are adequately represented by the Association, payment-in-lieu-of-dues shall be deducted by the District from the pay of each employee who is not a member of the Association. The amount collected shall be remitted monthly to the Association as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.

1. Payment-in-lieu-of-OEA and NEA dues shall be deducted in approximately equal amounts each pay period, October through June.
2. Payment-in-lieu-of-local Association dues shall be deducted from the employee's two September paychecks. Newly hired employees shall have this portion deducted from their first three paychecks in a manner consistent with District and Association practice.

B. Request For Payroll Deduction Or Certification Of Direct Payment

Any employee who has not requested payroll deduction of Association dues under Article 15 of this Agreement or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this Article. Such request for payroll deduction or certification of direct payment of dues shall be made by the fifteenth day of October.

C. Hold Harmless

The Association agrees to hold the District harmless from any liability which might result from implementing the "fair share" clause.

D. Rights Of Non-Association

The "fair share" provision will be implemented in a manner consistent with statutory rights of non-association on the basis of religious beliefs.

ARTICLE 15 - DUES AND PAYROLL DEDUCTIONS

A. Deductions

Upon appropriate written request from the employee, the District shall deduct from the employee's salary and make appropriate remittance for:

1. U.S. Savings Bonds;
2. Previously established tax sheltered annuity programs;
3. United Way;
4. Previously established credit union deductions;
5. Additional plans/programs approved by the Board; and
6. Association Dues
 - a. OEA and NEA dues shall be deducted in approximately equal amounts each pay period, October through June.
 - b. Local Association dues shall be deducted from the two September paychecks. Newly hired members shall have local Association dues deducted from their first three paychecks in a manner consistent with District and Association practice.

ARTICLE 16 - COMPENSATION

A. Salary

1. Salary compensation for bargaining unit members for 2007-2008 shall be determined by increasing the 2006-2007 salary base and agreed upon salary schedule adjustments, Appendix A, by a percentage equal to the average of the increases of the ten (10) Clackamas County public school districts, exclusive of any adjustments made to compensate employees for the loss of PERS benefits.
2. For successive years of the agreement, the base shall be increased by a percentage equal to the average of the increase granted by the Board compensation policy (Canby, Lake Oswego, North Clackamas, Oregon City, West Linn-Wilsonville, Multnomah ESD, Northwest Regional ESD, Willamette ESD), exclusive of any adjustments made to compensate employees for the loss of PERS benefits. In the event that four (4) or more of the comparison districts have not reached salary settlements by June 1 of each of the subsequent years during the term of this agreement, the District will request to meet with the Association to negotiate a salary settlement.
3. During the 2007-2008 year, the District and Association agree to participate in a joint salary schedule study. Recommendations from the study committee will be considered by the bargaining teams prior to the beginning of the 2008-2009 year.

B. Prior Experience

For new employees, the District will recognize unlimited years of teaching experience in accredited public or private schools or other relevant experience approved by the Superintendent for placement on the salary schedule.

C. Pay Days

Employees shall be paid twice per month with, at the option of the employee, either 1/20th or 1/24th of the employee's annual pay to be paid on the 15th of each month and the last ESD office working day of each month beginning with the month of September.

D. Increment

During the term of this Agreement, each employee not presently at the bottom step (highest rate) for his/her salary range shall be advanced one step at the beginning of each successive school year from the step held at the end of the preceding school year providing the said employee has worked at least ninety-three (93) days the preceding year. Employees who have been on step 16 of the BA+60/MA or the BA+84/MA+24, or step 17 of the BA+105/MA+45 column at least one year will receive a stipend of \$300 as part of their annual salary.

E. Column Change

1. When an employee completes the necessary job-related college, university or CESD district credits for advancement to a higher educational level on the salary schedule, an adjustment in placement on the schedule will be made when the employee notifies the Human Resource Services Office in writing with official transcripts, grade reports, instructor verification or CESD district credit by January 15, April 15, July 15, October 15. Salary increase will take effect on the first day of the following quarter (April 1, July 1, October 1 and January 1).
2. To earn Clackamas ESD district credit:
 - a. The employee will submit a professional development request and a professional development request addendum to the employee's supervisor for pre-approval.
 - b. Complete the proposed plan.
 - c. Document the work as described in the proposed plan.
 - d. Present the work to the Clackamas ESD professional development review committee.
 - e. Following submission of project completion approval to the director of Human Resource Services by the CESD professional development review committee, the work will be accepted towards advancement on the salary schedule.
 - f. The CESD professional development review committee will consist of no fewer than six members including three licensed employees and three administrative staff. Membership will be determined annually by the licensed association for their members and by the CESD cabinet for the administrative staff members.
 - g. Thirty clock hours of pre-approved effort may earn one CESD district credit.
 - h. Credits not approved by the CESD professional development review committee may be subsequently approved upon completion of additional effort.
 - i. Credits not approved by the CESD professional development review committee may be appealed to the Superintendent.

F. Early Retirement

Provisions under this early retirement section shall be applicable only to those employees hired prior to July 1, 2004. A qualified employee who has completed 10 years of service with the District and is at least 55 years of age, or has completed 30 years of experience, shall have the option of a retirement program which will provide the employee with a monthly stipend of \$470 for 10 years CESD service or \$535 for 15 or more years CESD Service, until death, age 65 or until a total of 36 monthly payments have been made, whichever first occurs. Medical and dental insurance for the retiree and spouse, not to exceed \$250/month, will also be provided through a District approved carrier for a maximum of 48 months for ten (10) years of CESD service or eighty-four (84) months for fifteen (15) years CESD service unless the retiree qualifies sooner for Medicare.

ARTICLE 17 - EXPENSE REIMBURSEMENT

A. Travel

Employees who are required or authorized to use their own automobiles in the performance of District-related activities shall be reimbursed at the same rate as that paid to the managers. This includes approved inservice and parent conferences and excludes travel to monthly staff meetings.

B. Meals

The District will reimburse for authorized meal expense at the same rate as that paid the managers.

C. Statewide Instructional Improvement Day

Activities approved by the supervisor for statewide instructional improvement day shall be covered by A. and B. of this article.

D. Conferences or Workshops

Expense reimbursement for attendance at conferences or workshops will come from the funds allocated under Article 19, Professional Development Reimbursement.

E. Reimbursement Requests

Expense reimbursement requests will be submitted by employees to the director on a monthly basis. The employee will be paid approximately 15 days from the submission by the Fiscal Office.

ARTICLE 18 - BENEFITS

A. Benefits Package and Cafeteria Plan

The District shall provide a benefits package using a Cafeteria Plan which qualifies under the requirements of Section 125 of the Internal Revenue Code. Every employee must be enrolled in a medical, dental, disability and life insurance program. However, an employee may waive the medical insurance by:

1. Providing evidence of coverage in another plan; and
2. Committing in writing to maintain coverage during the term of this contract. The waiver option is not applicable to any of the other insurances covered under this article.

B. Plan Year and Enrollment

The plan year is from September 1 to August 31. Election of benefits can be made during the

month of August preceding the beginning of the plan year. The open enrollment period for medical and dental coverages will be September 1 through September 30.

C. District Contribution

1. For 2007-2008, the District contribution will be up to the sum of the actual premium costs for the Health Net HMO + Vision, ODS Dental, Group Life Insurance and Group Long Term Disability insurance. Contribution levels will be based on actual package cost for single, two-party or family coverage. For less than full-time employees, including those sharing jobs, the District will contribute on an equitable pro rata basis. This pro rata distribution will be reviewed and approved by the Association and the District on an annual basis.
2. For each successive year of the agreement, the increase in the District contribution per month will be the percentage increase of the sum of the actual premium costs for the Health Net HMO + Vision, ODS Dental, Group Life Insurance and Group Long Term Disability insurance with a maximum annual increase in District contribution of no more than ten (10) percent.

D. Cafeteria Plan Salary Reduction Agreement

To the extent possible under the terms of the Plan, the District will also make available the following additional benefits on a pre-tax basis via a Cafeteria Plan Salary Reduction Agreement:

1. Employee-paid portion of District-sponsored health insurance premium (i.e., Hospital Insurance Plan, Accidental Death and Dismemberment Plan, and Cancer Insurance Plan);
2. Medical Expense Reimbursement;
3. Dependent Care Assistance; and
4. Supplemental Group Term Life Premium

E. Insurance Carriers

The Association shall have the opportunity of recommending insurance carriers to the District.

F. Termination of Benefits

1. If an employee terminates prior to the end of his/her contract year, the District's contributions to the Plan shall cease as of the last day of the month of termination.
2. Benefits shall continue through June 30 for an employee who completes a July-June contract year. Benefits shall continue through August 31 for an employee who completes a September-August contract year, provided the employee has been receiving benefits for at least the immediate prior six months before his/her termination.

3. Maintenance of Benefits: The District shall contribute to employee benefits at the rates stipulated herein until June 30, 2011, or until a successor agreement is ratified, if that agreement is ratified after June 30, 2011.

G. Oregon Educators Benefit Board

By April 1 of each year of the contract, the District and Association will meet to analyze the benefits of moving into the Oregon Educators Benefit Board Insurance Program. Both parties must be in agreement in order to move the licensed employees to the new program. Both parties recognize that under present requirement, all licensed employees must be in the new program on or before October 1, 2010.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

A. Professional Development

All members of the bargaining unit may apply for professional development reimbursement for expenses related to workshops; books; periodicals; membership in approved, job related associations; courses; seminars; conferences; or other study which enhances their abilities as employees of the District.

1. The study, membership, or materials must be mutually beneficial to the employee and the District.
2. To be reimbursed, the employee must make prior written application through his/her department director. The director and the Human Resources Director shall review applications and indicate their approval or disapproval. All decisions are subject to review by the Superintendent.
3. Employees will have a reimbursable fixed dollar amount of \$1200 per employee per fiscal year. Amounts may not accumulate from year to year.
4. The District will establish a fund bank for professional development reimbursement.
 - a. Employees may waive up to \$600 of their professional development allotment each year to the bank.
 - b. Employees who intend to waive their professional development allotment must indicate their intention in writing to the Fiscal Office by November 15. There shall be only one waiver, per employee, per year. The waiver shall be irrevocable.
 - c. Employees who have exhausted their \$1200 allocation may be eligible for additional reimbursement from the bank for a maximum total of \$1800 in any one year.
 - d. Funds in the bank will not accumulate from year to year.

5. Employees will receive reimbursement approximately 15 days after submission of a canceled check or receipt of payment to the Fiscal Office.
6. Evidence of successful completion of credit classes will be submitted within 60 days following the end of the class. Failure to successfully complete the class or to submit evidence of success will result in a requirement that the employee pay back to the ESD the amount of reimbursement received.
7. The professional development reimbursement cycle shall run from July 1 through June 30 of the following year.

ARTICLE 20 - MAINTENANCE OF STANDARDS

No member of the bargaining unit shall suffer any loss of compensation or established working conditions as a result of this collective bargaining, unless such loss is provided for herein.

ARTICLE 21 - FUNDING

The parties recognize that revenue needed to fund the compensation provided by this agreement must be approved by legally established budget procedure, legislative action, and contract agreement. The District budget proposals will reflect the resources needed to support the programs of the District. Therefore, in the event the District is unable to obtain approval of a budget proposal, resolution services, state support, or contract program which contains sufficient funds to provide for the wage and fringe benefit improvements contained herein, Articles 10, 16, and 18 shall be subject to re-negotiation upon the request of either party.

ARTICLE 22 - SAVINGS CLAUSE

If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and remain in full force and effect, and the specific portion of this agreement held to be invalid shall remain in effect to the extent permitted by the terms of the governing law or order. In addition, the parties agree to enter into negotiations for sole purpose of attempting to arrive at a mutually satisfactory replacement for such specific provisions invalidated. Where District policy is in conflict with the provisions of this agreement, the provisions of this agreement shall govern.

ARTICLE 23 - MANAGEMENT RIGHTS

A. Powers, Rights, Authority, Duties and Responsibilities

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon

and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the District and its properties and facilities.
2. The hiring of all employees, and subject to the provision of law and this agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and promotion and transferring all such employees.
3. Contract or subcontract work; however, such contracting or subcontracting out of work traditionally done by members of the unit shall not be initiated during the term of the District's service agreement, resolution for services, or the equivalent with the school District(s) or agency for which the service is being provided if it will result in the layoff of current employees.

B. Limitations

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

ARTICLE 24 - STRIKES AND LOCKOUTS

A. Non-Participation

The Association agrees that during the term of this Agreement the Association and its members will not participate in a strike, work stoppage or any type of slowdown against the District. Participation in such strikes, work stoppages or slowdowns shall be grounds for disciplinary measures.

B. Program Operation

The Clackamas ESD and the Clackamas ESD Education Association jointly commit to keeping ESD classrooms and programs open and operational in the event of strikes, work stoppages or slowdowns in school Districts or agencies housing ESD program(s).

C. Temporary Facilities

In such an event, the ESD will provide temporary facilities to accommodate all ESD programs which are located in the local Districts/agencies so affected, or classes will be canceled. These classrooms will meet the health and safety requirements of the students involved.

D. Lockouts

The District agrees that during the term of this Agreement it will not participate in a lockout

against the Association or its members.

ARTICLE 25 - EMPLOYEE EVALUATION

A. Evaluations

All evaluations shall be reduced to writing and submitted to the Human Resource Services Office.

1. Employees may attach written comments to the evaluation for inclusion in their personnel file.
2. The Association will be asked to make suggestions regarding the evaluation program.
3. All employees will be informed of the criteria, standards and processes to be used in the evaluation program.
4. Criticism about an employee's job performance will be done privately.

ARTICLE 26 – STUDENT BEHAVIORAL MANAGEMENT AND INTERVENTION

A. Discipline

1. The Association and the District recognize that in order to maintain a classroom environment which permits learning to occur, reasonable control over student behavior must be maintained.
2. Further, both parties recognize that because of the severity of some behaviors, 1) intervention methods may be necessary as defined by Oregon Intervention System (OIS), Professional Assault Response Training (PART), or the currently adopted intervention guidelines, or as defined in each student's individual behavior plan, and 2) employees may need assistance in dealing with severe behavior problems. Specific procedures must be followed when implementing such intervention methods to insure 1) protection of the student's health and welfare, and 2) the protection of the rights of students, parents, employees and the ESD.

B. Assistance for the Employee

1. If the employee determines that assistance is needed to deal with a severe behavior problem, the employee will contact his/her supervisor. A meeting of the child study team and/or appropriate support personnel will be convened as soon as schedules permit.
2. Local District rules and procedures governing children's behavior will be followed as well as meeting the requirements as required by statute or administrative rule. Nothing in this article is intended to prevent a teacher from taking appropriate action to protect all parties.

C. Emergency Situations

When a behavior is so disruptive that a potentially dangerous emergency situation is created, the employee may intervene by temporarily removing or physically restraining the student.

ARTICLE 27 - TERM OF AGREEMENT

A. Effective Dates

This agreement shall be effective and remain in full force from July 1, 2007, through June 30, 2011, or until a successor agreement is ratified, if ratification occurs after June 30, 2011.

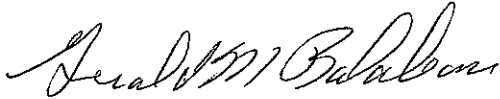
B. Successor Agreement

Negotiations for a successor agreement shall commence not later than April 1, 2011, or at an alternate date established by mutual consent.

ARTICLE 28 - EXECUTION/SIGNATURES

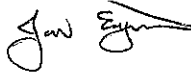
Executed at Clackamas, Oregon by the undersigned officers by the authority and on behalf of the Clackamas Education Service District and the Clackamas Education Service District Education Association.

FOR THE ASSOCIATION



President
Clackamas ESD
Education Association

FOR THE BOARD



Chairperson
Clackamas ESD Board of Directors

12/18/2007

Appendix A

Clackamas Education Service District

2007-2008 Licensed Employee Salary Schedule
Annual Salary Based on 190 Days

Step	BA	BA+30	BA+60/MA	BA+84/MA+24	BA+105/MA+45
1	33,937	35,498	37,058	37,906	38,754
2	35,565	37,143	38,721	39,502	40,351
3	37,195	38,807	40,418	41,063	41,946
4	38,826	40,455	42,083	42,794	43,710
5	40,455	42,116	43,777	44,526	45,475
6	42,083	43,762	45,440	46,255	47,239
7	43,710	45,425	47,139	47,986	49,005
8	45,340	47,070	48,800	49,717	50,769
9	46,969	48,733	50,496	51,448	52,533
10	48,598	50,380	52,161	53,178	54,333
11	50,226	52,042	53,858	54,911	56,097
12	51,855	53,688	55,520	56,641	57,863
13	53,484	55,350	57,216	58,371	59,661
14		56,996	58,913	60,136	61,425
15			60,612	61,900	63,223
16			62,309	63,664	65,021
17					66,819

APPENDIX B

WORKLOAD/WORKING CONDITIONS CONCERN PROCEDURE

- ISSUE:** **Staff need to feel comfortable and safe in discussing concerns with their supervisor**
- Step 1:** Staff person should put his/her concerns in writing. State the preference for problem solving process (e.g., immediate response by supervisor; team meeting within two days – two weeks, etc.). Include data, if any, about what has been done to date, and why it has not been successful; OR, include information from file review and previous staff experience to substantiate concerns.
- Step 2:** Supervisor will contact staff member to discuss the concern and implement an action plan to address the concern. Timeline for response is to be guided by severity of concern.
- Step 3:** If supervisor does not respond, or staff person believes his/her concern has not been addressed adequately, employee should make a second attempt to contact the supervisor in writing and reiterate the concern. He/she may also choose to seek advice from the Association.
- Step 4:** **Move to grievance level if necessary**

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