



COLLECTIVE BARGAINING AGREEMENT

Between

**HIGH DESERT
EDUCATION ASSOCIATION**

AND THE

**HIGH DESERT
EDUCATION SERVICE DISTRICT**

2023-2024



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ARTICLE 1
STATUS OF AGREEMENT

A. Recognition

The High Desert Education Service District Board of Directors (Board) recognizes the High Desert Education Association (Association), affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA), as the sole and exclusive collective bargaining representative for all classified and licensed employees. Excluded are supervisory and confidential employees as defined by ORS 243.650 (6) (23) and daily substitutes as indicated below and persons who provide regular or irregular services averaging ten hours or less per week to the E.S.D.

Substitute employees employed by the HDESD to work in the regional substitute program in a component district or in the HDESD will be excluded from the bargaining unit unless their assignment in the same job for the same employee is expected to extend, or actually extends, beyond the consecutive workdays in a ninety (90) calendar day period. The ninety (90) calendar day period will not count summer, Thanksgiving, winter or spring breaks and may be extended up to an additional thirty (30) days to post and fill a temporary position.

If the HDESD expects a vacancy to extend beyond the ninety (90) day period described in Paragraph 2 of Section A, the position shall be posted as a bargaining unit position as per Article 1 and Article 9 of the current contract.

B. Adherence

The provisions of this Agreement shall be recognized and adhered to by the Board and the Association. Existing policies, rules, and regulations, practices, and procedures which are contrary to this Agreement shall be modified or replaced by this Agreement.

C. Copies

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

D. Translation

The District will translate this Agreement into Spanish and other languages as necessary for unit members to access the Agreement. This subsection D will not be subject to the grievance procedure set forth in Article 2. In addition, the parties understand that there may be errors in translation and these errors will not be the subject of a grievance.

E. Separability

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted or required by law, but all other provisions shall continue in full force and effect. The parties agree to immediately negotiate a replacement provision for any invalid provision.

F. Compliance Between Individual Contract and Master Agreement

Any contract between the Board and an individual employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

G. Modifications

The Agreement can be modified by mutual agreement. A modification must be in writing duly executed by the parties.

ARTICLE 2
GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made to settle grievances at the lowest possible level in this procedure.

B. Definitions

1. Grievance: An alleged violation of a specific provision of this Agreement, Board Policy, or an administrative decision.
2. Grievant: A member or members of the bargaining unit or the Association making the claim.
3. Days: Each Monday through Friday except for holidays identified in this Agreement.

C. Time Limits

1. The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement. In cases where a grievance will be initiated or processed during a period in which the grievant would not normally be actively employed, the grievant and ESD may, by written mutual agreement, extend or modify the time limits herein as is appropriate. Both parties agree to act in good faith in extending or modifying time limits.
2. If a grievant fails to initiate or process his/her grievance within the time specified herein, the grievance shall be deemed waived.
3. If the administration fails to adhere to the time limits set herein, the grievance is deemed denied and the grievance will proceed to the next step.

D. Grievance Process

Step 1: The grievant shall discuss the grievance informally with his/her immediate supervisor within fifteen (15) days from the occurrence of the grievance or fifteen (15) days from the grievant's first knowledge of the grievable action or from the time he/she reasonably should have had knowledge of the grievance.

Step 2: If the matter remains unresolved, the grievant shall submit a written grievance to the immediate supervisor within twenty (20) days following the occurrence of the grievance or twenty (20) days from the grievant's first knowledge or from the time the grievant reasonably should have had knowledge of the grievance. The written grievance shall contain:

1. A statement of the grievance and relevant facts;
2. The management action or inaction which initiated the grievance;
3. The specific provisions of the Agreement, Policy, or Administrative decision alleged violated;
and
4. The remedies sought by the grievant which would resolve the grievance.

The supervisor shall respond in writing to the grievant within ten (10) days; a copy of his/her response shall also go to the Association.

Step 3: If the grievance remains unresolved, the grievant shall submit the grievance statement to the Superintendent or his designee within ten (10) days from receipt of the supervisor's response. The Superintendent or his/her designee shall hear the grievance within ten (10) days after receipt of the grievance and shall give a written response to the grievant within ten (10) days thereafter; a copy of his/her response shall also go to the Association.

Step 4: If the grievance remains unresolved, the grievant shall submit the grievance statement to the ESD Board Chairperson within five (5) days from receipt of the response specified in Step 3. The ESD Board Chairperson shall establish a hearing date within five (5) days after receipt of the grievance statement. The Board shall hear the grievance within twenty-two (22) days of receipt and shall give a written response to the grievant within fifteen (15) days thereafter; a copy of the response shall also go to the Association.

Step 5: Only specific alleged violations of this Agreement shall be allowed to proceed to arbitration. The arbitrator shall have no authority over Board Policy or administrative decisions not in conflict with this Agreement. If the grievance remains unresolved, the Association may submit the grievance to arbitration. Upon receipt of the appeal, the Association and Superintendent shall attempt to select an arbitrator within five (5) days. If this cannot be done, the parties shall request a list of arbitrators from the Employment Relations Board (ERB). The parties agree to abide by the rules of the American Arbitration Association in conducting the hearing. The decision of the arbitrator, within the scope of his/her authority, shall be binding on the parties.

E. Miscellaneous

1. There shall be no restraint, interference, discrimination, or reprisal exerted over any employee based on the employee's decision to use, or not to use, these procedures.
2. All documents, communications and records of a grievance will be retained in a separate grievance file and shall not be kept in the employee's personnel file.
3. Each party shall be responsible for its fees and costs related to the grievance process.
4. A grievant may be represented by himself/herself or an Association representative at all steps of this procedure. If the Association is not representing the grievant, it shall be allowed to be present at all steps

ARTICLE 3
COMPLAINT PROCEDURE

A. Complaints

A complaint is a critical communication on a particular employee along with a request for administrative follow-up.

The supervisor will discuss complaints made against an employee with the individual employee under the following circumstances:

1. If the District intends to make a record in the evaluation report of a complaint concerning an employee.
2. If the District intends to place a record of the complaint in the personnel file of an employee.
3. If the District intends to take any disciplinary action against the employee.
4. If the employee requests such discussion.

If a complaint is discussed, the District will provide the name of the complainant and the date the complaint was made. In the case that a written complaint regarding an employee's performance or conduct is submitted to the employer, the complaint shall be made known to the employee pursuant to Section B. below. Oral complaints deemed serious by the Administration shall also be made known to the employee.

B. Meeting with Immediate Supervisor

Unless a complaint results in a criminal investigation, **within fifteen (15) working days** of the complaint being submitted to the employer, the employee's immediate administrative supervisor shall meet with the employee to inform the employee of the nature of the complaint and, if appropriate, shall attempt to resolve the matter informally. The employee shall have the right to be represented at any meeting regarding the complaint.

If the complaint is unresolved as a result of the meeting or if no mutually acceptable solution can be agreed upon, the complaint shall be reduced to writing by either party and submitted to the Superintendent.

C. Resolution of Unresolved Complaints

The Superintendent will begin action on an unresolved complaint within working days after the complaint is received by the Superintendent.

1. The Superintendent shall gather the facts concerning the complaint.
2. If, in the determination of the Superintendent the complaint is without merit, the complaint will be dropped.
3. If the Superintendent determines that the complaint warrants action, the Superintendent will notify all parties concerned of the decision.

D. Complaint Record

An employee may attach a written statement to any material placed in his/her personnel file under the provisions of this article. In the event a complaint results in a written reprimand, suspension, or termination, the employee may file a disciplinary grievance consistent with the provisions of this Agreement's article on Discipline and Dismissal.

**ARTICLE 4
REDUCTION IN FORCE AND RECALL PROCEDURE**

A. Definitions

1. A reduction in force occurs when an employee's position has been eliminated or when the position is changed and is not substantially equivalent to the employee's current job assignment.
2. For licensed employees, a position is not substantially equivalent if:
 - a. The position is full-time and the new position is less than full-time, or
 - b. The position is half-time or more and the new position is less than half-time, or
 - c. The position is half-time or more and less than full-time and the new position is a decrease of at least 20% of hours, or
 - d. The position is less than half-time and is eliminated, or
 - e. The new position is located in a different community than the existing position. For purposes of this determination, the different communities are: 1) Bend/Redmond, (2) LaPine, 3) Madras, 4) Prineville, 5) Sisters.
3. For classified employees, a position is not substantially equivalent if the change results in:

- a. Loss of the District paid cap toward the monthly insurance premium as provided in this Collective Bargaining Agreement, or
 - b. A reduction of 20% or more in the regularly assigned, weekly work hours, or
 - c. A reduction of 5 hours or more in the regularly assigned, weekly work hours, or
 - d. A new position in a lower pay range, or
 - e. An assignment to a position in a different community. For purposes of this determination, the different communities are: 1) Bend/Redmond, 2) LaPine, 3) Madras, 4) Prineville, 5) Sisters.
4. Shifts in caseload assignments that may result in a change in community do not amount to a new position in a different community that triggers a RIF based on number 2 or 3 above.
 5. Seniority for classified employees shall be defined as the total length of continuous employment within the District. For the purpose of computing seniority, all District authorized paid leave shall be considered as time worked. Employees who are on unpaid leave or laid off as a result of reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for the period of unpaid leave or layoff. Seniority for licensed employees shall be as defined by ORS 342.934.

Temporary employees shall have no seniority for purposes of reduction of force or recall.

B. Reduction In Force

1. When the District recognizes that a reduction in force will occur and when the specifics of the reduction in force are known, affected employees and the Association will be notified. Upon request, the District agrees to provide the Association with an up-to-date seniority list and other employee information relevant to a reduction in force or recall and reasonably necessary for the Association to represent bargaining unit employees.
2. In the event of a reduction in force of licensed staff, including appeal, the Board will follow the provisions of ORS 342.934. Recall shall be in the reverse order of layoff unless the District determines that recall out of reverse order is necessary based on competence or merit as those terms are defined in ORS 342.934.
3. When reduction of classified staff becomes necessary, qualifications for assignment, cultural or linguistic experience (as that term is defined in ORS 342.934), District seniority and merit shall be factors in the decision making process. Those factors will be considered in the order listed. If within twenty-seven (27) months of reduction in force, a vacancy occurs, personnel shall be recalled in the inverse order in which they were reduced using the same criteria and order: qualifications for positions needed, cultural or linguistic experience, District seniority and merit.
4. During the reduction in force notification meeting, the District and Association will work to identify alternate employment opportunities for employees facing layoff. These opportunities may include transfer into a vacant/open position or combination of vacant/open positions. An employee may decline any offer of an open position or combination of positions and retain recall rights as described below.

5. If an employee facing layoff voluntarily reduced FTE within the last two years for the District's budgetary benefit, the employee's original FTE will be used for the purposes of seniority based bumping.

C. Recall

1. An employee who is reduced will retain all rights to recall for twenty-seven (27) months unless he/she:
 - a. waives his/her recall rights in writing;
 - b. resigns;
 - c. fails to accept recall to the position he/she held immediately prior to his/her reduction or to a substantially equivalent position.
2. The District shall notify an employee of recall by certified letter or by in-person delivery of written notice to the last address given to the District by the employee. The employee may take up to two (2) working days to decide whether to return.
3. With approval of the insurance carrier, a reduced employee will be allowed to continue on the District insurance programs (or parts of) at the group rate for up to twenty-seven (27) months, with the employee paying the premium(s).
4. All benefits to which an employee was entitled at the time of the layoff shall be reinstated to him/her upon return to active employment. Employee will receive a step increase for any year in which they work more than 135 work days.

ARTICLE 5
NONDISCRIMINATION

The District will not illegally discriminate on the basis of race, color, religion, national origin, gender, age, domicile, marital status, sexual preference, disability or membership or non-membership in the Association.

ARTICLE 6
EVALUATION

- A. Evaluations will take place based on District policy which will conform with applicable statutes.
- B. At the beginning of the school year, all employees will be provided with copies of evaluation policies, procedures, criteria, and forms.
- C. Probationary classified employees receiving an evaluation recommending termination may request and have conducted another evaluation.
- D. It is understood that only the procedural portion of an evaluation is subject to the grievance procedure. The substance of the evaluation is not grievable.
- E. When a Program of Assistance for Improvement is initiated, the District shall provide written notification to the Association. Failure to notify is considered a technical procedure which shall not cause the overturning of a dismissal, nonextension of contract, nonrenewal of contract or other disciplinary action unless the employee suffered a substantial and prejudicial impairment in the employee's ability to comply with District standards.
- F. If the District does not extend a contract employee by March 15th of the first year of the contract, the District will place the contract employee on a Program of Assistance for Improvement.
- G. If a Program of Assistance for Improvement is initiated, it shall state with reasonable specificity the specific deficiencies of the employee's performance, the specific corrective steps to be taken by the employee, the specific assessment techniques to be used by the District, the specific assistance to be provided by the District and the timelines for completion of the Program of Assistance for Improvement.

- H. The District and Association shall form a committee when either party requests a review of the District's Evaluation Procedures and/or Policies. The committee shall be composed of two (2) classified HDEA members and two (2) licensed HDEA members to be appointed by the Association, and two (2) administrators to be appointed by the District. The findings or recommendations of the committee shall be submitted, in writing, to the ESD Board of Directors and the HDEA Executive Board. If the Board of Directors does not approve the recommendations, it will be sent back to the committee.

ARTICLE 7
PERSONNEL FILES

- A. An employee shall have the opportunity to sign any material placed in the personnel file that could have a negative impact on the employee. The employee's signature only indicates that the employee has seen the material and does not indicate agreement. Any material added to the file that has or could have a negative impact upon the employee shall be shown to the employee prior to its addition to the file. The employee shall have the right to attach a written rebuttal to any material placed in the personnel file. Such material placed in the personnel file must be signed and dated by the author/presenter.

Materials which could have a negative impact on an employee shall include written complaints, disciplinary materials, and negative evaluation.

- B. Employees shall have the right to examine their personnel file at reasonable times and to have a representative present.
- C. All documents or other material used as exhibits for dismissal or nonrenewal hearings must be in the District personnel file.

ARTICLE 8
DISCIPLINE AND DISMISSAL

- A. No probationary classified employee shall be given a written reprimand or suspended without pay without just cause. The right to grieve this standard of just cause shall be limited to the first 3 Steps of the Grievance Procedure. No such grievances may be appealed beyond Step 3.

No classified employee who has successfully completed the probationary period as described in Article 14, shall be given a written reprimand, suspended without pay or dismissed without just cause. This standard of just cause is grievable through all steps of the grievance procedure. During the classified probationary period, an employee may be dismissed without recourse to the grievance procedure.

No licensed employee shall be given a written reprimand or be suspended without pay without just cause. Probationary licensed employees (those who have not yet successfully completed three (3) years of service with the District) may not file a grievance challenging a dismissal or nonrenewal. No contract status licensed employee shall be given a written reprimand, be suspended without pay, or terminated without just cause. This standard of just cause is grievable through all steps of the grievance procedure. Licensed employees who have successfully completed three (3) years of service with the District shall, if dismissed, have as their sole avenue of redress, appeal through the grievance procedure of this agreement and may not appeal a termination through the Fair Dismissal Appeals Board.

- B. The dismissal or nonrenewal of a probationary licensed employee shall be governed by the applicable provisions of ORS 342.805 to ORS 342.930.
- C. All licensed employees will be considered teachers in accordance with ORS 342.805-342.937 for the purpose of probationary status, placement on salary schedule, evaluation, reduction in force and recall.
- D. The District will provide the employee advance notice of any meeting which could result in disciplinary action, inform the employee that the meeting may lead to discipline, and of their right to have a representative of the Association present. The District will provide notification as to the items to be

discussed at any meeting with District supervisors or the Board which he/she reasonably believes will result in disciplinary action. If, during the course of a meeting with District supervisors or the Board, the employee develops a reasonable belief that the meeting will result in disciplinary action, he/she shall have the right to recess the meeting to confer with and/or arrange for the presence of an Association representative. Except for the period of time while a change of status notice is in effect (if such notice is used), the provisions of Section D shall not apply to pre or post evaluation conferences.

ARTICLE 9
ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Posting of Vacancies: The ESD shall notify all employees of all position vacancies at least five days prior to any decision to fill the vacancy. Notification of vacancies will include postings at each work site and ESD office and through work email. Employees who apply for a vacancy shall be notified as to the District's action in regard to filling the vacancy within five (5) days of the date that the position is formally filled. Specific reasons for denial of an application shall be provided upon request.

B. Notification of Desire to Transfer: Any employee who desires a change in assignment may notify the ESD of such desire in writing. Each spring, the ESD will distribute a transfer request form to all employees. Employees shall use this form to notify the ESD of a desire to change assignments for the following year. Any such request to transfer must be renewed at the end of each school year. The District will consider all transfer requests before posting of vacancy.

C. Involuntary Transfers: Before an employee is involuntarily transferred, the ESD shall take into consideration the training, experience, qualifications and achievements of the employee.

An involuntary transfer is defined as a district-directed change to an employee's assignment. If a certified employee who conducts their work at a given worksite is subject to an involuntary transfer which results in a change to primary worksite and at least 50% of the students on the employee's caseload at the time of transfer, that employee will receive a calendar adjustment or compensation of up to two full days at their standard per diem rate to move locations.

D. Positions may be filled by involuntary transfer before posting a vacancy. When there are employees on layoff, subject to recall, the provision of Article 4 regarding recall will be followed prior to posting a vacancy, hiring, or voluntary/involuntary transfer.

E. When assignments are known, employees will be told their assignment for the following year by the end of the preceding school year. Changes in assignment made after the end of the school year will be communicated when the specifics of those changes become known.

F. To the extent permitted under applicable IRS regulations, the district will provide employees required to use their own automobile for district directed travel with non-taxable mileage reimbursements at the current IRS rate per mile as follows:

1. Supervisors will designate a home work site at an ESD building site for each employee.
2. The District shall provide reimbursable commute mileage where an employee must travel to a work site that is farther away from the employee's residence than the designated home work site.
3. The amount of the reimbursement will be calculated by multiplying the then-current IRS rate by the number of additional miles the employee must travel to the work site instead of the home work site.

ARTICLE 10
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

Upon request, the Board agrees to allow the Association timely access to all public information necessary for its functioning as exclusive bargaining representative.

B. Release Time for Meetings

If grievance meetings or Employment Relations Board (ERB) proceedings are held during working hours, members of the Association who are directly involved in such meetings shall attend provided at least 48 hours notice is given, unless such meetings are scheduled on shorter notice.

C. Bulletin Boards

The ESD shall provide the Association with bulletin board space for use in communicating with its members.

D. Facilities and Equipment

The ESD facilities may, within reasonable limits, be used by Association members provided such use does not interfere with ESD operations and is scheduled in accordance with District policy and procedures.

ESD equipment such as typewriters, calculators, and duplicating equipment may, within reasonable limits and with prior notification, be used by the Association during non-duty hours if otherwise not in use. The Association shall pay for consumable supplies and any repairs necessary as a result of this use at a rate determined by the District. Such use shall be for communication to HDEA members only. Should the Association serve the District with notice of strike, this provision will be suspended for the duration of the strike.

E. Mail Boxes and Courier Service

The Association shall have the right to use the ESD courier service and staff mail boxes only to communicate with ESD employees. Should the Association serve the District with notice of strike, this provision will be suspended for the duration of the strike.

F. Association Leave

Upon mutual agreement with the Superintendent, and with notice of at least twenty-four (24) hours, the Association may purchase ten (10) days of Association leave at substitute cost for each day taken.

G. ESD Board Meetings

The Association shall have the opportunity to suggest items for the agenda and to be heard, as long as the request is made known to the Executive Officer of the Board at least forty-eight (48) hours prior to the Board meeting. The Association President shall receive a Board agenda and accompanying information at the same time as the Board.

H. Right to Speak Upon Request

An Association representative shall be allowed the last agenda item to speak on Association matters at staff meetings.

I. Screening Committee

The District shall allow up to two (2) members from the Association on any committee of ten (10) or more members whose purpose is to screen and provide written or oral input about applicants for a new Superintendent, Director of Special Education and Director of EI/ECSE (or equivalent) for the District. If the screening committee has fewer than ten (10) members, the District shall allow the Association to have up

to one (1) member on the committee. The District Board of Directors has sole authority in final hiring decisions.

If the District chooses to fill a Superintendent, Director of Special Education and Director of EI/ECSE (or equivalent) position by appointment, the District shall solicit and consider Association feedback on the appointment candidate prior to any final appointment decision.

J. Employee Information

1. Employee Information

The District shall provide, free of charge to a designated representative of the Association, in an editable digital file format agreed to by the Association, including name, date of birth, last 4 digits of SSN, work/home/cell phone numbers, work and personal email addresses, and personal mailing address.

2. Employment Information

The District shall provide, free of charge to a designated representative of the Association, in an editable digital file format agreed to by the exclusive representative, employment information for each employee, including name, date of hire, job title, FTE, PERS classification, salary, dues deductions, and work site.

3. Timing of Information

The District shall provide the required contact and employment information described above within ten (10) calendar days of the date of hire for newly hired bargaining unit members and every 120 calendar days for current employees.

ARTICLE 11
DISTRICT RIGHTS

The Association and the District agree that the School Board retains all rights and prerogatives to operate and manage the District and its employees, programs, property and policies, except as those rights and prerogatives are expressly limited by a specific provision of this Agreement.

ARTICLE 12
EXPENSE REIMBURSEMENT

- A. Mileage reimbursement for ESD business shall be the current IRS rate per mile.
- B. Employees who are required to use their own automobiles for District related activities will be reimbursed from their first duty station to their final duty station of the day unless otherwise specified for the individual employee based on district policy.
- C. Employees shall be reimbursed in accordance with District policy for reasonable and necessary meal and lodging expenses incurred for District required overnight travel.
- D. The District will reimburse the employee for reasonable costs, including meals and related expenses that occur in conjunction with school related work.
- E. All claims for reimbursement should be made on District forms, and should be accompanied by appropriate receipts indicating the circumstances of the expense. Up to the per diem rate established by the District for expenses associated with travel shall be paid upon presentation of receipts. Reasonable expenses beyond the per diem rate will be reimbursed only upon submission of receipts and approval by immediate supervisor.

ARTICLE 13
TUITION REIMBURSEMENT

Staff members will be reimbursed for up to seventy-five percent (75%) of the cost of tuition for course work, not to exceed the average rate charged by the seven (7) institutions which are part of Oregon's State System of Higher Education, and not to exceed nine (9) credits. Registration for Continuing Education Credits (CEUs) will be reimbursed at the above rate based on ten (10) CEUs equal to one (1) credit. Application for tuition reimbursement will be made in writing to the Superintendent by the individual(s) planning to register for course work. Approval may be granted on all courses that, in the opinion of the Superintendent, reflect a substantial benefit to the ESD as determined solely by the District, and fall within the resources budgeted for that purpose by the District. The remuneration of tuition, of approved course work, will be paid to the applicant upon evidence of successful completion.

ARTICLE 14
EMPLOYMENT STATUS

A. Licensed Employees

Contract status for all licensed employees shall be as indicated in ORS 342.815(3) & (6). However, contract status for non-TSPC licensed employees will be attained after a probationary period of three cumulative school years with the District within the previous five years, and who have been retained for another school year.

B. Classified Employees

A classified probationary employee is one employed by the District who has not attained permanent status. A classified employee shall attain permanent status when they have been employed by the District for a probationary period of one year. If requested by the Association or employee, the District may approve moving an employee to permanent status after a six (6) month probationary period.

However, if a probationary classified employee has been placed on District approved unpaid leave for more than thirty (30) consecutive calendar days, the employee shall not attain permanent status until their length of employment reaches one (1) year excluding the length of such leave.

A contract status classified employee who moves into a licensed position with the ESD will retain classified contract status if the employee is hired back to a substantially similar classified position.

An employee who moves between any certified and classified position will not experience any change to original hire date for seniority purposes.

ARTICLE 15
PAYROLL DEDUCTIONS

A. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee, and make appropriate remittance for the following:

Any plans under the auspices of the credit union, professional dues (e.g., OEA-NEA) and Oregon Savings Growth Plan 457 or District approved 403(b) tax sheltered accounts (TSA).

- B. The District, upon appropriate authorization of the employee, shall deduct from the salary of any employee and make proper remittance for any other plans or programs mutually agreed upon by the Association and the Board.
- C. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The employer shall rely on the list to make the authorized deductions and to remit payment to the labor organization. The Association will notify the District when a bargaining unit member revokes authorization for the District to deduct dues, fees and any other assessments or deductions.
- D. Withdrawal of payroll deduction requests shall be accomplished by submitting the appropriate form to the business department and/or Oregon Education Association as appropriate.
- E. HDEA and OEA shall indemnify, defend, and hold the District harmless with respect to any employee initiated dispute arising from the Association's payroll deduction policy and/or practices and/or the Association's failure to notify the district of a member's revocation of authorization to deduct dues.

ARTICLE 16
WORK YEAR/VACATIONS

- A. The scheduled working days of all employees are governed by the school calendar established and adopted by the Board of Directors. The District will inform employees of the first inservice date by June 30th.
- B. The basic licensed contract shall be for 189 days, which shall include six (6) holidays as specified in C. below.
- C. Licensed Employees: For licensed employees the regular school year calendar shall include the following paid holidays: Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Labor Day, Veterans' Day, and Thanksgiving Day. Licensed employees will work their regular contracted number of days on those days when school is in session in constituent districts. Extra days contracted under an extra duty contract will be worked at times agreeable to both the employee and the District. Licensed employees on extended contracts which span Independence Day will receive a paid holiday on July 4th so long as the holiday occurs during a period when the employee is scheduled to work, that is, but for the holiday the employee would have worked the day in question.
- D. For instructional assistants and secretaries in instructional programs, the regular school year calendar shall include the following paid holidays: Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Labor Day, Veterans' Day, and Thanksgiving Day. In addition, such employees will be paid for July 4th so long as the holiday occurs during a period when the employee is scheduled to work, that is, but for the holiday the employee would have worked the day in question. Instructional assistants will work on days when school is in session in ESD facilities and on inservice days as requested. They shall be paid for earned vacation days to be taken during school recesses. Extra duty days and flexible scheduling may be requested by the District to be scheduled at times agreeable to both the employee and the District.
- E. Non-Instructional Classified Personnel: Non-instructional classified personnel will work on regularly scheduled workdays. The District will close the office for the following holidays: New Year's Eve Day, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. Employees in this classification will be paid for the holidays listed in Section D above, New Year's Day, Independence Day, and Christmas Day on the basis of regularly-scheduled hours, provided that they work the regularly scheduled hours on the workday prior to the holiday and on the workday following the holiday. Non-instructional classified personnel will be paid for July 4th, Christmas Day and/or New Year's Day so long as the holiday occurs during a period when the employee is scheduled to work, that is, but for the holiday the employee would have worked the day in question.

F. Classified personnel will be paid vacation leave as follows:

LENGTH OF CONTINUOUS EMPLOYMENT	AMOUNT OF VACATION DAYS PER YEAR
<u>Twelve Month Employees (238 or more workdays per year)</u>	
One through five years	10 days
Six through ten years	15 days
Eleven or more years	20 days
<u>Eleven Month Employees (214 through 237 workdays per year)</u>	
One through five years	9 days
Six through ten years	14 days
Eleven or more years	18 days
<u>Ten Month Employees (191 through 213 workdays per year)</u>	
One through five years	8 days
Six through ten years	13 days
Eleven or more years	17 days
<u>Nine Month Employees (175 through 190 workdays per year)</u>	
One through five years	7 days
Six through ten years	12 days
Eleven or more years	15 days

G. Classified employees will earn vacation leave on a prorated monthly basis. Vacations shall be scheduled by mutual agreement between the employee and the District. An employee can start using earned vacation time after the first six (6) months of employment. However, July 1 following the completion of the probationary period shall be considered the classified employee's anniversary date for the purpose of computing further vacation time earned and for the purpose of prorating the vacation time due the employee. Vacation leave earned in the year ending on June 30 must be used within the same year it is earned.

**ARTICLE 17
WORKING HOURS**

- A. The basic workday for full time employees is eight (8) hours, including a minimum one-half (1/2) hour duty-free lunch period. Various factors such as workloads, operational efficiency, and service needs may require variations in an employee's starting and quitting time and total hours worked each day. Breaks shall be provided as mandated by State law.
- B. Upon mutual prior agreement between the employee and his/her supervisor, exchange time may be granted in exchange for time worked beyond normal working hours.
- C. In the event the ESD requires employees for an overnight trip, the ESD will first announce whether flex-time or time-sheeting of awake on-duty hours will be required for the trip and ask for volunteers. If there are multiple volunteers, the ESD has sole discretion to determine who to send. If there are no volunteers, the ESD may require employees to go on the trip. Classified employees required to work overnight trips have the discretion to decide whether to timesheet or utilize flex-time for hours worked beyond their regular work day. Licensed employees may only use the flex-time option for hours worked beyond their regular work day.

ARTICLE 18
CONSULTATIONS

Representatives of the Association and Administration shall meet at the request of either party to discuss matters of concern pertaining to this contract.

ARTICLE 19
COMPENSATION

A. The 2023-2024 salary and wage schedules for classified and certified employees shall represent a 6.9% increase from 2022-2023 salaries and wages.

And

The classified wage schedule shall be adjusted as follows:

1. The removal of rows A, B, and C/E on the Classified Wage Scale, and shift all classified employees down one row.
2. The removal of Secretary 1 position
3. Move Assistive Technology Associate, Certified OT Assistant, and Speech/Language Pathologist Asst. from G to I.

B. The District agrees to "pick-up" and/or pay the employee's PERS/OPSRP contribution.

C. During the term of this contract, the Association and the Administration may, as necessary, agree to meet and consider reclassification of classified employees and propose changes, if needed, to the Superintendent. The committee may also conduct studies of job descriptions and propose changes, if needed, to the Board.

When such a request is made by either a supervisor or employee, the District will take into consideration:

1. All current District job descriptions relevant to the requested change to determine similarities in areas such as, but not limited to:
 - a. position responsibilities
 - b. discretionary judgment required
 - c. difficulty of task
 - d. working conditions
 - e. required qualifications, etc.
2. Comparison of compensation for similar positions in other school districts and/or the community.

D.

1. The District shall determine initial placement on the salary or wage scale, and establishment of the standards for such placement shall be at the sole discretion of the District. However, once placement standards for each job classification are established and applied, the District shall apply those same standards consistently for new hires within each job classification that have the same prior experience. For purposes of this provision, "job classification" means a particular position as described in a separate job description.
2. Licensed employees new to the District will be granted credit for previous experience provided the previous experience meets the following conditions for each year of experience granted:

- a. The person had at least 135 days work experience during one school year and
 - b. The previous position(s) required the same license as that of the ESD position, (this provision b will be applied retroactively) and
 - c. The person worked at least half-time (0.5 FTE) or more during the school year. For those positions that were less than half-time, experience will be granted on a prorated basis. Example, three years at 0.2 FTE will equal one year of experience (3 x 0.2 FTE = 0.6 FTE).
 - d. Credit for teaching experience in foreign countries or in higher education comparable to the teacher's assignment will be recognized and reflected in salary schedule placement.
 - e. Credit for teaching experience is not granted for experience such as intern teaching, substitute teaching, or practicum experience.
3. Licensed employees will be placed and will advance horizontally on the salary schedule according to the degree level and graduate level credits taken after the degree was awarded. Continuing Education Credits (CEU's) are accepted in lieu of university credit on the basis of ten (10) CEUs equals one (1) credit. (This Section 3 shall not be applied retroactively).
4. In application to Occupational Therapists ("OT"), Physical Therapists ("PT"), and Speech Language Pathologists ("SLP"), ten (10) participation hours, as defined in this agreement, shall be equivalent to one (1) credit and fifteen (15) credits are necessary for horizontal advancement on the salary schedule.
- Participation hours will be defined as those hours pre-approved by the HDESD indicating completion of professionally relevant training and within one's field of work. The hours must be sponsored or recognized by a professional organization or an HDESD sponsored and approved institute or workshop, and cannot have been completed during paid time (excluding personal leave) with the HDESD.
5. As of July 1, 2012, experience granted according to District policy to new classified employees will be limited to five (5) years.
- E. Grant funded positions will be paid the negotiated rate of pay unless the grant specifically requires otherwise.
- F. If the administrator of a program requiring a substitute chooses to utilize a bargaining unit member as a substitute, the member will be compensated at his/her regular hourly rate. This does not limit the employee's ability to enroll in the substitute program.

ARTICLE 20
FRINGE BENEFITS

- A. For the 2023-2024 school year, the District shall pay up to \$1,570 per month per eligible employee for medical, dental, vision, and prescription drug insurance benefits.

By mutual agreement the labor/management insurance committee shall select an array of plans for employees to choose from. Any changes in the carrier or plans will be by mutual agreement of the parties, and in accordance with State and/or Federal Law.

Subject to the rules and rules and regulations of the Oregon Educator Benefit Board (OEBB) and the Internal Revenue Service (IRS), eligible employees who choose a High Deductible Health Plan (HDHP), currently

MODA Plan H, will receive insurance cap contributions in excess of actual coverage premiums toward a Health Savings Account (HSA).

The employee is responsible for establishing the HSA account at the financial institution of their choice and supplying the ESD Business Office with the deposit information. Funds up to the maximum allowed by IRS guidelines will be deposited into the HSA account.

Eligible employees for the purposes of this Article are employees working at least 0.5 FTE (Full Time Equivalent (20 hours or more per week), however any employee working at least 18.75 hours per week but less than 20 hours per week in the 2011-2012 school year will continue to receive the full District contribution toward their fringe benefit package for as long as they stay in that range in the future.

Any employee hired after July 1, 2012 and working at least 20 hours per week but less than 32 hours per week will receive a District contribution toward their medical, dental, vision, and prescription drug insurance benefits directly pro-rated to their percentage of FTE.

Any employee working 32 hours or more per week will receive the full District contribution toward their medical, dental, vision, and prescription drug insurance benefits.

Employees working under 30 hour per week and not required to enroll in an employer-provided group health insurance policy may choose to opt out of insurance coverage. Employees who choose to opt out of health insurance shall receive a monthly stipend in lieu of the contractual insurance cap. The stipend amount shall be 30% of the prorated, District paid cap amount. If an employee opts into vision and/or dental coverage but opts out of medical coverage the monthly premium cost for vision and/or dental coverage will be deducted from the monthly opt out payment.

In the event it is known that an employee eligible for benefits as defined in Article 20 will exceed the employee's regular average weekly working hours and said increase of hours will occur for 90 calendar days, the employee's benefit cap shall be prorated in accordance with the average increase in weekly hours, and pursuant to the pro-ration method described above in this Article, during the 90-day period. Subsequently, the employee's benefit cap shall return to the initial level that was in place prior to period of increased work hours.

Additionally, the ESD will review the average weekly hours worked by an eligible employee each 90 calendar-day period of the fiscal year. If the average weekly hours exceed the employee's regular average weekly working hours over the preceding 90-day period and said period was not anticipated to occur as detailed above, then the benefit cap contribution for that employee shall be prorated for the subsequent 90-day period in according with the average increase in weekly hours, and pursuant to the pro-ration method described as above in this Article. Subsequently, the employee's benefit cap shall return to the initial level that was in place prior to the 90-day period.

Employees eligible for the District insurance contribution, but who choose not to obtain insurance coverage may "opt out" in accordance with the rules as set by the Oregon Education Benefit Board. Employees choosing to "opt out" must provide proof of coverage under another employer-sponsored group medical benefit plan and must submit their election to "opt out" through the OEBB benefit management system. If an eligible employee chooses to "opt out" or waive insurance coverage, that waiver shall be effective until the next open enrollment period. An employee can reinstate the insurance benefit and forfeit future benefit stipends should there be a qualified status change as defined by OAR 111-040-0040.

An eligible employee who opts out of the District health insurance benefit by meeting the requirements outlined above shall receive a monthly stipend in lieu of the contractual insurance cap. The stipend amount shall be 30% of the District paid cap amount. If an employee opts into vision and/or dental coverage but

opts out of medical coverage, the monthly premium cost for vision and/or dental coverage will be deducted from the monthly opt out payment.

- B. Long-term Disability and Life & Accidental Death and Dismemberment plans will be provided at employee expense.
- C. The District will provide a Section 125 program.
- D. During the term of this contract, a joint committee representing the Board, the Administration and the Association, will study the costs and benefits of comparable policies and carriers for which the group is eligible and make recommendations to the Board for changes. Recommendations will be presented to the Board not later than August 1 for the following school year.

ARTICLE 21

LEAVES

A. Sick Leave and Sick Time

1. All employees of the ESD shall be granted sick leave in accordance with ORS 332.507. At the beginning of employment, a twelve (12) month employee shall receive twelve (12) days per year. Employees other than twelve (12) month employees shall receive sick leave according to the number of months worked with a minimum of ten (10) days per year.
2. Sick leave shall cover absences due to employee's illness or injury, including pregnancy disability, or unavoidable employee absence due to illness or injury in the employee's "immediate family" as defined here in Section C., Bereavement Leave.
3. The Superintendent may require a physician's statement before granting sick leave in excess of five (5) consecutive working days.
4. Sick leave not taken at the end of the fiscal year shall accumulate to an unlimited number of days in accordance with law.
5. For positions that require substitutes and if a substitute is utilized, leave will be taken at a minimum of two (2) hours. Any leave over two hours will be taken at actual time value rounded up to the nearest 15 minute increment.
6. If the District is required to provide employees sick time under ORS 653.601-653.661 (Oregon Sick Time Law), the District will grant sick time to each employee in accordance with District policy. An employee may use sick time, and the same number of hours of sick leave, for any of the purposes specified in ORS 653.616, and sick time shall run concurrently with sick leave.

B. Family Medical Leave (FMLA)

In accordance with such law, the District may require the use of accrued paid leaves during OFLA/FMLA leave and may determine the order of such leave usage except that an employee may at their discretion save up to five (5) days of accrued sick leave and up to three (3) days of personal leave which may then be used, if necessary, after returning from OFLA/FMLA leave. If all applicable paid leave is exhausted and absence is necessary after return from OFLA/FMLA leave, the District may grant unpaid leave at the District's discretion.

FMLA/OFLA leave will be granted in accordance with applicable laws.

During such leave, an employee shall maintain his/her status as an employee. An experience increment shall be allowed upon return if the employee worked at least 135 days in the school year the leave was taken.

C. Bereavement Leave

Employees will be allowed up to four (4) days leave, with pay, for each death in the employee's immediate family (employee's immediate family is defined to include: spouse, children, grandchildren, grandparents, mother, father, brother, sister, spouse's mother and spouse's father, spouse's sister, spouse's brother, and any person who is a member of the employee's household). Additional days may be approved by the Superintendent. If the employee desires, an additional two (2) days of paid travel time will be given for out-of-state travel. If an employee has sick time available pursuant to subsection A(6) above, sick time shall run concurrently with bereavement leave.

D. Personal/Emergency Leave

Employees are provided up to three (3) working days of nonaccumulating personal/emergency leave, with pay. Except in cases of sudden emergency, such leave shall be scheduled with a minimum of one (1) week notice at times mutually agreeable to the employee and the employee's supervisor. The District may deny a leave request for lack of a qualified replacement if one is deemed necessary.

The District or Association may discontinue this program after the 2012/2013 school year: If an employee is denied personal leave, s/he may choose to receive \$100 for each personal leave day denied. If the employee chooses to be paid the \$100, s/he forfeits that personal leave day. If s/he chooses not to be paid the \$100, s/he will not forfeit that personal leave day.

For positions that require substitutes and if a substitute is utilized, leave will be taken at a minimum of two (2) hours. Any leave over two hours will be taken at actual time value rounded up to the nearest 15 minute increment.

E. Legal Leave

1. An employee shall be granted a paid leave of absence for service on a jury. Any pay received for such service or appearance shall be surrendered to the District in a form mutually agreed upon between the employee and the Superintendent.
2. An employee required to appear in a District work related legal matter shall be provided paid leave for such appearance(s).
3. An employee required to appear before a court, legislative committee or other judicial or quasi-judicial body, as a witness in response to a subpoena, summons or other legal order where such appearance conflicts with work hours shall seek a compromise on the schedule to appear. If the request is denied, the District shall reschedule the employee's required work hours with no loss of compensation. The employee shall not be required to forfeit any witness expense fees to the District.
4. An employee required to miss work based on involvement as a party of interest in a legal matter shall be granted leave on an unpaid basis.

F. Military Leave

Employees who are, or who become members of the military, shall be entitled to military leave in accordance with current State and federal law.

G. Sabbatical Leave

1. Sabbatical leave may be granted to an employee for professional study based on benefit to the District.
2. Application for the leave will be in writing to the Superintendent by January 31, prior to the school year for which the leave is to be taken. The application must identify what the employee intends to do during the sabbatical, how it will benefit the ESD, and detailed plans of the proposal.

3. A person on sabbatical leave shall be paid one-half (1/2) of their annual salary and continue to be covered by the District health program.
4. An employee shall maintain any employee benefits accumulated prior to the leave.
5. Tuition reimbursement will not be granted for credit earned by an employee while on sabbatical leave.

H. Leave of Absence

A one (1) year leave of absence without pay may be granted to an employee. Additional years may be requested by the employee and may be approved by the ESD. The employee will be given a similar position on return. The ESD will communicate approval or denial of requested leave in writing. If approved, the letter will include the expectations and timelines regarding leave and employee communication of intent to return to work.

Employees must provide timely notice to the ESD of their intent to return to work. For a leave occurring within one fiscal year, notice of return must be received by the ESD on or before March 15th to be considered timely. For a leave starting and ending in different fiscal years, notice of return must be received at least 90 days before the last day of the approved leave. Failure to provide notice in accordance with this contract provision, the HDESD and the HDEA agree that such failure shall be regarded as a voluntary resignation from employment.

ARTICLE 22
SICK LEAVE BANK

The parties agree to provide a Sick Leave Bank benefit as described below:

A. Administration:

1. Sick Leave Bank established annually by Memorandum of Understanding, with continuation each year upon mutual agreement of the parties;
2. Association to recruit subscribers;
3. District to manage funds and records, and provide quarterly accounting reports. District to be reimbursed for fund administration at the state approved "indirect cost rate;"
4. Disbursement Committee to develop operational guidelines¹ and review applications. Committee composition:
 - a. Three subscribers, elected to committee by subscribers in an election conducted by HDEA; and
 - b. One individual appointed by HDEA Executive Council; and
 - c. One individual appointed by Superintendent.

B. Funding:

1. Subscription fee of \$120.00/subscriber/year for licensed/administrative staff and \$84.00/subscriber/year for classified staff, deducted in equal monthly amounts (e.g., 10 months @ \$12.00/mo. or 12 months @ \$10.00/mo, depending on how many payroll checks/deposits per year) by payroll deduction;
2. District match subscription fees up to \$4,000. The subscription match obligation is annual, and the amount is determined each year by that year's annual subscription fees (i.e., irrespective of any

¹ The Disbursement Committee will be expected to establish guidelines for limitations on disbursement (e.g., aggregate limits, periodic limits, etc.).

carryover). If at any time the sick leave bank fund exceeds \$10,000, the District will suspend its matching contributions until the fund falls below \$10,000;

3. Any year-end fund balance shall be carried over to the following contract year;
4. Upon expiration of the contract, the existence and operation of the Sick Leave Bank shall be part of the status quo. If the parties negotiate a continued Sick Leave Bank provision in the successor Collective Bargaining Agreement, any existing fund balance shall be carried over and applied under the successor provision. If the parties elect to discontinue a Sick Leave Bank provision, any existing fund balance will be distributed equally to the following ESD programs: Healthy Beginnings, Together For Children, Ready Set Go, FAN, EC Dental Fund, EI/ECSE, CORP.

C. Enrollment:

1. The enrollment deadlines shall be:
 - a. October 1st.
 - b. The 15th of the month following hire date for new hires hired after the start of school.
 - c. The initial sign-up period for the SLB in the first year of the program shall be for 45 days after the signing of this labor agreement.
2. Re-enrollment of existing subscribers shall be automatic each year that the provision is continued, unless the payroll department is notified in writing of the subscriber's desire to discontinue enrollment.
3. Employees who choose to opt out of the program may do so only during the open enrollment period.

D. Eligibility:

1. Subscribers only;
2. For members' health condition, upon certification of medical condition by M.D. and approval by committee;
3. Upon exhaustion of all paid leaves;
4. Following ten (10) consecutive working days initial qualification waiting period (which is retroactively paid upon qualification);
5. Disqualified if eligible for or receiving:
 - a. Worker's Comp Benefits;
 - b. PERS disability benefits; or
 - c. Social Security disability benefits.
5. Employees of HDESD who are not in the bargaining unit may enroll in the sick leave bank if approved by the HDESD. The benefit, as outlined in Section E. below, for these enrollees shall be up to, but shall not exceed, the benefit paid to a bargaining unit employee at the maximum level on the certified salary schedule.

E. Benefits and Disbursements:

1. Eligible member shall receive wages and fringe benefits at the same rates and levels as prior to his/her absence for up to sixty (60) days, or until qualified for LTD benefits or one of the enumerated disqualifying benefit programs if earlier than 60 days;

2. Upon determination of member's eligibility and initiation of payment of benefits to member, District may withdraw from fund and disburse to itself reimbursement for the actual expended cost of the eligible member (i.e., the individual teacher's loaded per diem).
3. Benefit availability for all members is limited to the funds actually available in the fund account. Neither the District nor the HDEA is required to advance funds to meet eligible member benefit levels.

ARTICLE 23
DUES

The District recognizes the value of maintaining membership in professional organizations related to an employee's assignment. Each year, an employee may request membership in professional organizations the employee deems important. The Superintendent will approve or disapprove the request after consulting with the employee. The Superintendent may consult with employees concerning other memberships in professional organizations to be paid by the District which would benefit the District and the employee.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024.

The parties agree to a limited reopening of Articles 19(A) and 20(A), and up to two (2) additional items per party for the 2023-2024 contract year.

In witness whereof the Association has caused this Agreement to be signed by its Chairperson and the Board has caused this Agreement to be signed by its Chairperson.

Wendy Burkhardt *Wendy Burkhardt*

Matthew Green

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: 9/5/2023

Dated: 9/11/23

**HIGH DESERT ESD
APPENDIX A
LICENSED SALARY INDEX
2023-2024**

LEVEL	[BA/L]	[BA/L+15]	[BAL+30]	[BAL+45]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60/ Doctorate]
[0]	1.00000	1.03000	1.06090	1.09273	1.12551	1.15927	1.19405	1.22987	1.26677
[Year 1]	1.03000	1.06090	1.09273	1.12551	1.15927	1.19405	1.22987	1.26677	1.30477
[Year 2]	1.06090	1.09273	1.12551	1.15927	1.19405	1.22987	1.26677	1.30477	1.34391
[Year 3]	1.09273	1.12551	1.15927	1.19405	1.22987	1.26677	1.30477	1.34392	1.38424
[Year 4]	1.12551	1.15927	1.19405	1.22987	1.26677	1.30477	1.34392	1.38423	1.42576
[Year 5]	1.15927	1.19405	1.22987	1.26677	1.30477	1.34392	1.38423	1.42576	1.46853
[Year 6]	1.19405	1.22987	1.26677	1.30477	1.34392	1.38423	1.42576	1.46853	1.51259
[Year 7]		1.26677	1.30477	1.34392	1.38423	1.42576	1.46853	1.51259	1.55797
[Year 8]		1.30477	1.34392	1.38423	1.42576	1.46853	1.51259	1.55797	1.60471
[Year 9]		1.34392	1.38423	1.42576	1.46853	1.51259	1.55797	1.60471	1.65285
[Year 10]			1.42576	1.46853	1.51259	1.55797	1.60471	1.65285	1.70244
[Year 11]			1.46853	1.51259	1.55797	1.60471	1.65285	1.70243	1.75350
[Year 12]			1.51259	1.55797	1.60471	1.65285	1.70243	1.75351	1.80612
[Year 13]				1.60471	1.65285	1.70243	1.75351	1.80611	1.86029
[Year 14]				1.65285	1.70243	1.75351	1.80611	1.86029	1.91610
[Year 15]				1.70243	1.75351	1.80611	1.86029	1.91610	1.97358
[Year 16]				1.75351	1.80611	1.86029	1.91610	1.97359	2.03280
[Year 16+]				1.77978	1.83318	1.88817	1.94480	2.00316	2.06325
[Year 17]				1.80648	1.86068	1.91650	1.97397	2.03321	2.09421

**HIGH DESERT ESD
APPENDIX A
LICENSED SALARY SCHEDULE
2023-2024**

LEVEL	[BA/L]	[BA/L+15]	[BAL+30]	[BAL+45]	[MA]	[MA+15]	[MA+30]	[MA+45]	[MA+60]
[0]	\$ 42,637	\$ 43,916	\$ 45,233	\$ 46,591	\$ 47,988	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011
[Year 1]	\$ 43,916	\$ 45,233	\$ 46,591	\$ 47,988	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631
[Year 2]	\$ 45,233	\$ 46,591	\$ 47,988	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631	\$ 57,300
[Year 3]	\$ 46,591	\$ 47,988	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631	\$ 57,300	\$ 59,019
[Year 4]	\$ 47,988	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631	\$ 57,300	\$ 59,019	\$ 60,790
[Year 5]	\$ 49,428	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631	\$ 57,300	\$ 59,019	\$ 60,790	\$ 62,614
[Year 6]	\$ 50,910	\$ 52,438	\$ 54,011	\$ 55,631	\$ 57,300	\$ 59,019	\$ 60,790	\$ 62,613	\$ 64,492
[Year 7]	\$ -	\$ 54,011	\$ 55,631	\$ 57,300	\$ 59,019	\$ 60,790	\$ 62,613	\$ 64,492	\$ 66,427
[Year 8]	\$ -	\$ 55,631	\$ 57,300	\$ 59,019	\$ 60,790	\$ 62,613	\$ 64,492	\$ 66,427	\$ 68,420
[Year 9]	\$ -	\$ 57,300	\$ 59,019	\$ 60,790	\$ 62,613	\$ 64,492	\$ 66,427	\$ 68,420	\$ 70,472
[Year 10]	\$ -	\$ -	\$ 60,790	\$ 62,613	\$ 64,492	\$ 66,427	\$ 68,420	\$ 70,472	\$ 72,586
[Year 11]	\$ -	\$ -	\$ 62,613	\$ 64,492	\$ 66,427	\$ 68,420	\$ 70,472	\$ 72,586	\$ 74,764
[Year 12]	\$ -	\$ -	\$ 64,492	\$ 66,427	\$ 68,420	\$ 70,472	\$ 72,586	\$ 74,764	\$ 77,007
[Year 13]	\$ -	\$ -	\$ -	\$ 68,420	\$ 70,472	\$ 72,586	\$ 74,764	\$ 77,007	\$ 79,317
[Year 14]	\$ -	\$ -	\$ -	\$ 70,472	\$ 72,586	\$ 74,764	\$ 77,007	\$ 79,317	\$ 81,696
[Year 15]	\$ -	\$ -	\$ -	\$ 72,586	\$ 74,764	\$ 77,007	\$ 79,317	\$ 81,696	\$ 84,147
[Year 16]	\$ -	\$ -	\$ -	\$ 74,764	\$ 77,007	\$ 79,317	\$ 81,696	\$ 84,148	\$ 86,672
[Year 16+]	\$ -	\$ -	\$ -	\$ 75,884	\$ 78,161	\$ 80,506	\$ 82,920	\$ 85,408	\$ 87,971
[Year 17]	\$ -	\$ -	\$ -	\$ 77,023	\$ 79,333	\$ 81,713	\$ 84,164	\$ 86,690	\$ 89,290

COLA = 6.9% increase over 2022-2023 schedule

Index is 3% compounded for both Steps and Columns except for rows 16+ and 17

All college credit references refer to quarter hours.

District pays PERS Pickup

Movement from step 16 to step 16+ occurs after an additional year of experience

Movement from step 16+ to step 17 occurs after an additional year of experience

Occupational therapists, physical therapists, and nurses shall advance across the "MA" columns of the schedule without attaining a Master's Degree as follows: MA=BA/L+60, MA+15=BA/L+75, MA+30=BA/L+90, and MA+45=BA/L+105.

**HIGH DESERT ESD
CLASSIFIED EMPLOYEE WAGE INDEX
APPENDIX B
2023-2024**

RANGE	0 MO.	6 MO.	1	2	3	4	5	6	7	7+	8	8+
C	1.00000	1.05000	1.08150	1.11456	1.14736	1.18178	1.21724	1.25437	1.29137	1.31161	1.33129	1.37123
D	1.05000	1.10291	1.13558	1.16990	1.20485	1.24078	1.27864	1.31650	1.35631	1.37677	1.39742	1.43934
E	1.10291	1.15825	1.19223	1.22816	1.26505	1.30291	1.34272	1.38252	1.42427	1.44535	1.46703	1.51104
F	1.15825	1.21551	1.25243	1.28932	1.32816	1.36796	1.40971	1.45146	1.49515	1.51821	1.54099	1.58722
G	1.19223	1.25243	1.28932	1.32816	1.36796	1.40971	1.45146	1.49515	1.53981	1.56279	1.58623	1.63382
H	1.21650	1.27767	1.31553	1.35534	1.39612	1.43786	1.48058	1.52524	1.57087	1.59537	1.61930	1.66788
I	1.27767	1.34078	1.38155	1.42233	1.46505	1.50971	1.55437	1.60097	1.64951	1.67509	1.70022	1.75123
J	1.34078	1.40777	1.45049	1.49417	1.53883	1.58447	1.63204	1.68155	1.73204	1.75825	1.78462	1.83816
K	1.40777	1.47864	1.52233	1.56796	1.61553	1.66408	1.71359	1.76505	1.81845	1.84655	1.87424	1.93047
L	1.47864	1.55243	1.59903	1.64660	1.69612	1.74660	1.79903	1.85340	1.90874	1.93742	1.96648	2.02547
M	1.55243	1.63010	1.67864	1.72913	1.78058	1.83398	1.88932	1.94563	2.00485	2.03600	2.06654	2.12854
N	1.63010	1.71165	1.76311	1.81553	1.86990	1.92621	1.98350	2.04369	2.10485	2.13630	2.16835	2.23340
O	1.71165	1.79709	1.85049	1.90680	1.96311	2.02233	2.08350	2.14563	2.20971	2.24346	2.27711	2.34542
P	1.79709	1.88641	1.94369	2.00194	2.06214	2.12330	2.18738	2.25243	2.32039	2.35662	2.39197	2.46373

**HIGH DESERT ESD
CLASSIFIED EMPLOYEE WAGE SCHEDULE
APPENDIX B
2023-2024**

RANGE	0 MO.	6 MO.	1	2	3	4	5	6	7	7+	8	8+
C	\$ 18.13	\$ 19.04	\$ 19.61	\$ 20.21	\$ 20.80	\$ 21.43	\$ 22.07	\$ 22.74	\$ 23.41	\$ 23.78	\$ 24.14	\$ 24.86
D	\$ 19.04	\$ 20.00	\$ 20.59	\$ 21.21	\$ 21.84	\$ 22.50	\$ 23.18	\$ 23.87	\$ 24.59	\$ 24.96	\$ 25.34	\$ 26.10
E	\$ 20.00	\$ 21.00	\$ 21.62	\$ 22.27	\$ 22.94	\$ 23.62	\$ 24.34	\$ 25.07	\$ 25.82	\$ 26.20	\$ 26.60	\$ 27.40
F	\$ 21.00	\$ 22.04	\$ 22.71	\$ 23.38	\$ 24.08	\$ 24.80	\$ 25.56	\$ 26.31	\$ 27.11	\$ 27.53	\$ 27.94	\$ 28.78
G	\$ 21.62	\$ 22.71	\$ 23.38	\$ 24.08	\$ 24.80	\$ 25.56	\$ 26.31	\$ 27.11	\$ 27.92	\$ 28.33	\$ 28.76	\$ 29.62
H	\$ 22.06	\$ 23.16	\$ 23.85	\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.84	\$ 27.65	\$ 28.48	\$ 28.92	\$ 29.36	\$ 30.24
I	\$ 23.16	\$ 24.31	\$ 25.05	\$ 25.79	\$ 26.56	\$ 27.37	\$ 28.18	\$ 29.03	\$ 29.91	\$ 30.37	\$ 30.82	\$ 31.75
J	\$ 24.31	\$ 25.52	\$ 26.30	\$ 27.09	\$ 27.90	\$ 28.73	\$ 29.59	\$ 30.49	\$ 31.40	\$ 31.88	\$ 32.36	\$ 33.33
K	\$ 25.52	\$ 26.81	\$ 27.60	\$ 28.43	\$ 29.29	\$ 30.17	\$ 31.07	\$ 32.00	\$ 32.97	\$ 33.48	\$ 33.98	\$ 35.00
L	\$ 26.81	\$ 28.15	\$ 28.99	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	\$ 33.60	\$ 34.61	\$ 35.13	\$ 35.65	\$ 36.72
M	\$ 28.15	\$ 29.55	\$ 30.43	\$ 31.35	\$ 32.28	\$ 33.25	\$ 34.25	\$ 35.27	\$ 36.35	\$ 36.91	\$ 37.47	\$ 38.59
N	\$ 29.55	\$ 31.03	\$ 31.97	\$ 32.92	\$ 33.90	\$ 34.92	\$ 35.96	\$ 37.05	\$ 38.16	\$ 38.73	\$ 39.31	\$ 40.49
O	\$ 31.03	\$ 32.58	\$ 33.55	\$ 34.57	\$ 35.59	\$ 36.66	\$ 37.77	\$ 38.90	\$ 40.06	\$ 40.67	\$ 41.28	\$ 42.52
P	\$ 32.58	\$ 34.20	\$ 35.24	\$ 36.30	\$ 37.39	\$ 38.50	\$ 39.66	\$ 40.84	\$ 42.07	\$ 42.73	\$ 43.37	\$ 44.67

Movement from step 7 to step 7+ occurs after an additional year of experience
 Movement from step 7+ to step 8 occurs after an additional year of experience
 Schedule reflects 6.9% COLA over 2023-2024
 District pays PERS pickup.

**HIGH DESERT ESD
CLASSIFIED EMPLOYEE PLACEMENTS
APPENDIX C
2023-2024**

JOB CLASSIFICATIONS	RANGE
ABA Assistant	G
Administrative and Finance Coordinator	H
Administrative Assistant I	F
Administrative Assistant II (Service Integration, GED)	H
Aesop Systems Specialist	H
AT Assistant (Assistive Technology)	E
Assistive Technology Associate	I
Bilingual Interpreter: Level I	F
Level II	G
Certified Occupational Therapy Assistant	I
Desktop Support Specialist	H
Donor Relations Specialist	E
Driver Education Program Assistant	D
Education Assistant (includes Behavior)	C
Educational Assistant Tech	E
Enterprise Network Administrator	P
Family Engagement Coordinator	H
Healthy Families Eligibility Screener	E
Healthy Families Home Visitor	E
Healthy Families Support Specialist	I
Information System Support Specialist	I
Information Systems Coordinator	O
Intake Specialist	E
Juntos Aprendemos Program Coordinator	L
Migrant Ed Data Specialist	I
Migrant Ed Graduation Specialist	G
Migrant Ed Parent Involvement Specialist	E
Migrant Ed Recruiter	I
Outreach Specialist	E
Project Manager (Better Together)	M
Purchasing Specialist	H
Regional Grants and Contracts Analyst	N
Secretaries: Level II	C
Level III	E
Senior Payroll Specialist	N
Senior Regional Purchasing Specialist	L
Sign Language Education Assistant	C
Sign Language Facilitator	J
Sign Language Interpreter II	M
Speech Language Pathologist Assistant	I
STEM Pathways Education Coordinator	K
Student Navigator/Program Coordinator (HEP)	K
Supporting Education Assistant	F
Supporting Education Assistant – Sagebrush	G
Supporting Education Assistant II- Nest	H
Technology and Training Support Specialist	F
Vision Assistant	G

MEMORANDUM OF UNDERSTANDING
GRANT FUNDED POSITIONS

In cases where positions are funded by grants or contracts for service from outside agencies that specify the rate of pay for the employee, the rate of pay and/or pay rate increases specified in the grant or contract shall be applicable.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: _____

Dated: _____

MEMORANDUM OF AGREEMENT
INTERPRETERS/SIGNING ASSISTANTS/TRAVEL TIME

The High Desert Education Service District (HDES) and the High Desert Education Association (Association) hereby agree as follows:

1. Individuals employed as Interpreter II and Sign Language Facilitators will be paid at a rate of time-and-one-half for "after school" assignments performed in addition to their regular work day. This time-and-one-half provision is not intended to apply to Extended School Year (summer) assignments.

2. Travel time from one worksite to another at the end of the work day will be paid time for interpreters if there is no break between the end of their work day and their travel time to the other worksite. If there is a break between the end of their workday and the necessary travel time to the other assignment/meeting, there will be no pay for the time spent in travel.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING
MESSAGE BENEFIT FOR SIGN LANGUAGE INTERPRETERS

Initial Date: January 14, 2009

In an effort to promote wellness and protect sign language interpreters from sustaining repetitive motion injuries in the performance of their job responsibilities, the High Desert Education Service District (“District”) and the High Desert Education Association (“Association”) agree to the following:

- Over the course of the school year, the sign language interpreter may be reimbursed for up to nine (9) hours of massage at cap of \$75 per hour massage.
- The massage must be therapeutic massage, limited to the upper body and extremities.
- The massage must be performed by a licensed massage therapist.
- This benefit is to be used for preventative massage to reduce injuries.
- The receipt for the massage is to be included with an “Expense Reimbursement, non-travel” form and turned into the SLI Coordinator for approval.
- The receipt needs to include therapist’s license number or be from a licensed Chiropractor’s office.

Furthermore, The District and the Association agree to review how the benefit has been used during the 2008-09 school year and at the beginning of the 2009-2010 school year, to determine if any adjustments, e.g. a limit of one hour massage per month, be made to this benefit.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: _____

Dated: _____

MEMORANDUM OF AGREEMENT
Hard to Fill

INITIAL DATE: July 1, 2013

The High Desert Education Service District ("District") and the High Desert Education Association ("Association") agree as follows:

The District Superintendent/designee and HDEA President/designee/UniServ Consultant agree to meet to designate a position as hard to fill, as needed. By mutual agreement a position designated as hard to fill may be incentivized by offering a signing bonus and/or a compensation multiplier to the extent permissible by law. Other incentives may be offered by mutual agreement.

Any ongoing incentive will cease if the employee leaves the position.

Either party may request to meet and revisit this Memorandum.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: _____

Dated: _____

MEMORANDUM OF AGREEMENT
2023-2024
EI/ECSE WORK DAYS

The High Desert Education Service District (“District”) and the High Desert Education Association (“Association”) agree as follows:

1. In the event that the Oregon Legislature does not fund EI/ECSE at a level of \$351 million or more for 2023-2025 biennium, the number of work days for the 2023-24 work year for each employee covered by the Early Intervention/Early Childhood Special Education Contract with the Oregon Department of Education may be reduced by the District in consultation with HDEA by no more than twenty-two (22) days from 189 days and the pay for those employees will be reduced by a commensurate amount.
2. All benefits and rights covered by the 2021-2024 Collective Bargaining Agreement shall not be modified for any bargaining unit member as a result of a reduction in work days as described above.
3. This MOA will expire on June 30, 2024, and will not create any status quo conditions beyond the expiration date.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Dated: _____

Dated: _____