



Northwest Regional
Education Service District

BOARD PACKET

**MATERIALES DE LA
JUNTA ESCOLAR**

August 12, 2020/12 de agosto de 2020
9:00AM - 2:00PM

Contact/Contacto

Board Secretary/Secretaria de la junta escolar:

Lauren Slyh O'Driscoll

lslyh@nwresd.org | 503-614-1401



Northwest Regional Education Service District

**Welcome to this Public Meeting of the
NWRESD Board of Directors
Regular Meeting**

**August 12, 2020
Virtual Meeting**

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- | | | |
|-----------------|--|--|
| 12:30 PM | <ol style="list-style-type: none"> 1. <u>CALL TO ORDER</u>
Board: Renee Bruce, Karen Cunningham, Tony Erickson, Dave Hollandsworth, DaWayne Judd, Marilyn McGlasson, Lisa Poehlitz, Chris Riley, Ross Tomlin 2. <u>PLEDGE OF ALLEGIANCE / LAND ACKNOWLEDGEMENT</u> 3. <u>ELECTED BOARD MEMBER OATHS</u>
A. Zone 1: Christine Riley
B. Zone 3: Lisa Poehlitz 4. <u>ELECTION OF BOARD CHAIR/VICE CHAIR</u>
A. Election of Board Chair
B. Election of Board Vice Chair 5. <u>AGENDA REVIEW/REVISION</u> 6. <u>SUPERINTENDENT REPORT</u> 7. <u>COMMUNICATIONS TO THE BOARD/PUBLIC COMMENT</u> 8. <u>CONSENT AGENDA</u>
A. Approval of June Minutes
B. Approval of Personnel Report
C. Approval of 2020-21 Superintendent Goals
D. Approval of 2020-21 Board Goals
E. Adoption of 2020-21 Board Committees
F. Approval of Designations, Authorizations, and Appointment for 2020-21 9. <u>REPORTS AND DISCUSSIONS</u>
A. First Reading: Resolution To Appoint Board Equity Policy Advisory Committee
B. Financial Updates 10. <u>ACTION ITEMS</u>
A. Adoption of 2020-25 Strategic Plan

B. Approval of 2020-2023 Licensed Collective Bargaining Agreement
C. Approval of 2019-21 Confidential MOA 11. <u>GOOD OF THE ORDER</u> | <p>Chair Cunningham</p> <p>Chair Cunningham</p> <p>Chair Cunningham</p> <p>Chair Cunningham</p> <p>Chair TBD</p> <p>Dan Goldman</p> <p>Chair TBD</p> <p>Lauren O’Driscoll
Joseph Hernandez
Dan Goldman</p> <p>Tami Montague</p> <p>Sharif Liwaru & Dan Goldman
Tami Montague</p> <p>Sarah Pope & Dan Goldman
Joseph Hernandez</p> <p>Chair TBA</p> |
|-----------------|--|--|

12. ADJOURN

EXECUTIVE SESSION:

(ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A visitor may complete a 'Public Comment Card' and give it to the Board secretary at the Board table prior to the beginning of the meeting. After being recognized by the Board chair, the speaker will sit at the presenter's table and identify themselves with their full name and address and stating their purpose in addressing the Board.
2. A group of visitors with a common purpose should designate a speaker for the group.
3. Comments or statements by members of the public are limited to 3 minutes and should be brief and concise unless otherwise authorized by the Chair.
4. Speakers may comment on a topic not on the published agenda, however, the Board - at its discretion - may require that the proposal, inquiry, or request be submitted in writing. The Board reserves the right to refer the matter to the administration for action or study and to report at a subsequent meeting.
5. When meetings are large or controversial, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda or non-agenda item, may do so at the discretion of the Board chair. The Chair will determine the amount of time that will be allotted for each individual.
6. Speakers may offer objective criticism of district operations or programs but the Board will not hear complaints concerning specific district personnel. Complaints against individuals must be addressed by following the steps in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form").
7. These procedures will be published on the back of every Board meeting agenda.



Northwest Regional
Education Service District

PLEDGE OF ALLEGIANCE





INDIGENOUS LAND ACKNOWLEDGEMENT

THE LAND UPON WHICH WE STAND.

“WE WANT TO ACKNOWLEDGE THAT WE GATHER AS THE NORTHWEST REGIONAL ESD ON THE TRADITIONAL LANDS OF THE **ATFALATI** (TUALATIN/WAPATO LAKE), **NEKELIM** (NEHALEM), **SILETZ** AND **TILLAMOOK** PEOPLES, PAST AND PRESENT, AND HONOR WITH GRATITUDE THE LAND ITSELF AND THE PEOPLE WHO HAVE STEWARDED IT THROUGHOUT THE GENERATIONS.”

-ADAPTED FROM DELILAH FRIEDLER



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Lauren Slyh O'Driscoll, Board Secretary

RE: Elected Board Member Oaths - Christine Riley

EXPLANATION:

As of July 1, 2020, voting members of Gaston, Sherwood, and Tigard-Tualatin School Boards have endorsed **Christine Riley** to represent Zone 1 on the NWRESD Board of Directors, term to begin July 1, 2020 through June 30, 2024.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: Elected Board Member Oaths - Christine Riley

RECOMMENDATION: Move to approve Christine Riley to the Zone 1 Position as endorsed by Gaston, Sherwood and TTSD Boards.

PROPOSED MOTION: I move to approve Christine Riley to the Zone 1 Position as presented.



Northwest Regional
Education Service District

Board of Directors Oath of Office

"I, Christine Riley, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term on the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 12, 2020.

Christine Riley, Zone 1

Karen Cunningham, Board Chair



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Lauren Slyh O'Driscoll, Board Secretary

RE: Elected Board Member Oaths - Lisa Poehlitz

EXPLANATION:

As of July 1, 2020, voting members of Hillsboro School Board have endorsed **Lisa Poehlitz** to represent Zone 3 on the NWRES D Board of Directors, term to begin July 1, 2020 through June 30, 2024.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: Elected Board Member Oaths - Lisa Poehlitz

RECOMMENDATION: Move to approve Lisa Poehlitz to the Zone 3 Position as endorsed by Hillsboro School Board.

PROPOSED MOTION: I move to approve Lisa Poehlitz to the Zone 3 Position as presented.



Northwest Regional
Education Service District

Board of Directors Oath of Office

"I, Lisa Poehlitz, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term on the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 12, 2020.

Lisa Poehlitz, Zone 3

Karen Cunningham, Board Chair



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Lauren Slyh O'Driscoll, Board Secretary

RE: Election of the 2020-21 Board Chair

EXPLANATION:

In accordance with law and Board Policy BC/BCA, the Board of Directors is required to hold the election of a Board chair and vice chair at its annual work session. The incumbent Board chair will preside until a successor is elected. No member may serve as Board chair for more than two consecutive years. Following an approved motion, the Superintendent will lead the incoming Chair in the oath of office.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: 2020-21 Board Chair Oath of Office

RECOMMENDATION: Nominate [Candidate Name] and move to approve [Candidate Name] as 2020-21 Board Chair.

PROPOSED MOTION: I move to approve [Candidate Name] as 2020-21 Board Chair as presented.



Northwest Regional
Education Service District

Board of Directors Chair Oath of Office

"I, _____, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term as Chair of the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 12, 2020.

Board Chair

Dan Goldman, Superintendent



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Lauren Slyh O'Driscoll, Board Secretary

RE: Election of the 2020-21 Board Vice Chair

EXPLANATION:

In accordance with law and Board Policy BC/BCA, the Board of Directors is required to hold the election of a Board chair and vice chair at its annual work session. The incumbent Board vice chair will preside until a successor is elected. Following an approved motion, the Chair will lead the incoming Vice Chair in the oath of office.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: 2020-21 Board Vice Chair Oath of Office

RECOMMENDATION: Nominate [Candidate Name] and move to approve [Candidate Name] as 2020-21 Board Vice Chair.

PROPOSED MOTION: I move to approve [Candidate Name] as 2020-21 Board Vice Chair as presented.



Northwest Regional
Education Service District

Board of Directors Vice Chair Oath of Office

"I, _____, do solemnly swear that I will support the laws of the United State and of the state of Oregon, and the policies of the Northwest Regional Education Service District. During my term as Vice Chair of the Board of Directors, I will faithfully and impartially discharge the responsibilities of the office to the best of my ability."

Dated August 12, 2020.

Board Vice Chair

Board Chair



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: July/August Superintendent Report

EXPLANATION: Please find attached the Superintendent Report.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: July/August Superintendent Report

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

Superintendent Report

August 12, 2020

Pandemic/Distance Learning

Two weeks ago the Governor announced that the state had developed data-based decision rules to direct decisions for the physical reopening of schools:

<https://mailchi.mp/oregon/news-releasegovernor-kate-brown-announces-plans-for-face-covering-requirement-outlines-next-steps-in-county-reopening-process-1004862?e=904325d481>. These

metrics are County specific. Under these rules, none of our districts are able to reopen for system-wide in-person instruction this fall. Relatedly, we will be in a comprehensive distance learning (CDL) mode for the fall and will re-evaluate our program for the second quarter (approximately, November 1) using infection and testing rate data and the decision-rules provided by the state epidemiologist.

All of our school districts have communicated to their staff and families that they will begin the year in CDL, as well. We have assisted in developing these messages and have provided communication templates to all the smaller districts as well.

On Wednesday, I hosted an open meeting with Q&A for staff. We are scheduling a similar event for families for mid-August as well. Staff's primary concerns were related to being prepared for CDL, how to balance their home and work lives, ensuring student and staff safety in our future reopening plans. In general, our staff seemed in good spirits and eager to understand all the complexities in our reopening plans.

CDL for Districts

Importantly, as of now 14 of our districts have contracted with us to support their CDL efforts. For most, this will include purchasing an online curriculum, a learning management system, tech support mand (most importantly) training for their instructional staff. We have pivoted the majority of our instructional services team to be the front-line trainers for our region's teachers and principals.

Start Date for Students

Most - if not all - of our districts have announced (or are set to announce) a later start for students so that they can effectively train their staff on the digital tools, pedagogy, assessment,

communication, and other expectations. **Unless the board has reservations, I will be announcing a student start date of September 14 to align with the majority of our districts.** This will allow us time to prepare our staff for success, to problem solve for families that might experience connectivity challenges, and to reach out to individual students who will need additional support before the school year starts in full.

Another update to the start of the school year is our All-Staff In-Service. Normally we would spend an entire work day together at one of our school districts, but since this event will need to take place virtually, we've worked with our association leadership to spread it into smaller 2-hour sessions throughout a week. Our kick-off will take place on September 1 and I encourage all of you to join us!

Budget Updates

Thankfully, next year's budget looks better than only a few short weeks ago. New funding amounts and contracts are still dependent upon the legislature - which has been called to a second special session of August 10 - but it appears they have the votes to spend \$400m from the Education Stability Fund and to release about 40% of the original projection for the Student Success Act (from the new Commercial Activity Tax) to maintain a \$9b State School Fund, maintain the planned increase for EI/ECSE and avoid deep cuts to a number of other larger programs essential to the ESD. However, there are a number of smaller grant programs that are currently on the chopping block. Some specifics: state grants for accelerated learning and dual-credit grant programs (impacts to NW Promise), attendance, STEM/CTE and Early Learning Hubs are in some trouble.

I have been in contact with our legislative delegation and am confident our largest grant programs are in decent shape considering. Programs that have now received grants from ODE (EI/ECSE for example) are now planning for the increased revenue.

We were quite successful in our lobbying efforts to receive federal CARES act assistance (originally slated only to go to school districts), receiving nearly \$1m dollars. The requirement is that those funds must go to assist school districts' reopening efforts. The majority of the funds will be used to stand up the distance learning supports discussed above as well as supporting our EI/ECSE program to effectively deliver instruction and intervention in a CDL format.

We were successful in obtaining another 5 years of Gates Foundation funding to support our regional 9th Grade On Track networks. This is an impressive vote of confidence and recognition of the important work of our PL Team in support of improved, equitable outcomes in our districts. Also, thanks to the work of Crystal Green, we have secured a number of additional competitive grants totaling nearly \$400k. One from OEA for staff wellness (that will be administered by Joseph in HR) and the other to support our Early Learning Hub.

As a result of all these changes, we will be recalling a significant number of staff that had been laid off this spring. Because the legislature has yet to meet, we are not likely to bring a supplemental budget for the board's approval until at least September.

In general, this is way better news than we were expecting for the short-term. However, the projection for the next biennium is dire. And with infection rates on the rise and a stall in federal assistance dollars, we need to focus our fiduciary efforts on maintaining a more robust reserve to withstand the impending financial cliff.

Employee Contracts

We have good news in settling our employment contracts. We are pleased that, under the circumstances, we have agreed to salary and health benefit increases with all employees. The licensed Collective Bargaining Contract agreement is on the agenda for the Board's consideration.



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: August 12 Consent Agenda

EXPLANATION: Consent Agenda as follows

- A. Approval of June Minutes
- B. Approval of Personnel Report
- C. Approval of 2020-21 Superintendent Goals
- D. Approval of 2020-21 Board Goals
- E. Adoption of 2020-21 Board Committees
- F. Approval of Designations, Authorizations, and Appointment for 2020-21

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

RECOMMENDATION: Approve the consent agenda.

PROPOSED MOTION: I move to approve the consent agenda as presented/amended.



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Lauren Slyh O'Driscoll, Board Secretary

RE: June 2020 Meeting Minutes

EXPLANATION: Please find the attached June 2020 Meeting Minutes.

PRESENTER(S): Consent Agenda

SUPPLEMENTARY MATERIALS: June 2020 Meeting Minutes

RECOMMENDATION: Approve as presented in the consent agenda.

PROPOSED MOTION: I move to approve the June minutes as presented/amended.



Northwest Regional Education Service District

**Welcome to this Public Meeting of the
NWRESD Board of Directors
Virtual Meeting**

June 16, 2020

1. CALL TO ORDER

Present Board Members: Renee Bruce, Karen Cunningham, DaWayne Judd, Lisa Poehlitz, Chris Riley, Ross Tomlin

Staff: Lauren Slyh O'Driscoll

2. Chair Cunningham called the executive session to order at 5:34pm.

ORS 192.660(2)(i); To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

3. **ADJOURN**

The meeting was adjourned at 5:58pm.

1. CALL TO ORDER

Present Board Members: Renee Bruce, Karen Cunningham, DaWayne Judd, Lisa Poehlitz, Chris Riley, Ross Tomlin and Tony Erickson by Phone

Chair Cunningham called the regular meeting to order at 6:15 pm on June 16, 2020.

2. **OPEN BUDGET HEARING**

Chair Cunningham opened the budget hearing at 6:16 pm on June 16, 2020.

CFO Montague and Superintendent Goldman presented the [2020-21 Budget Presentation](#) to the Board beginning on slide 32.

3. **COMMUNICATIONS TO THE BOARD/PUBLIC COMMENT**

There were no public comments.

4. **[ADOPT BUDGET, SET LEVY, & MAKE APPROPRIATIONS](#)**

Chair Cunningham entertained a motion by Director Poehlitz to adopt the 2020-21 Budget, set levy, and make appropriations as presented. The motion was seconded by Director Tomlin and passed unanimously.

5. **CLOSE BUDGET HEARING**

The budget hearing was closed at 6:50 pm.

-
6. **CALL TO ORDER: GENERAL SESSION**

Chair Cunningham transitioned the board into their regular meeting.

7. **[PLEDGE OF ALLEGIANCE/LAND ACKNOWLEDGEMENT](#)**

Chair Cunningham passed the pledge as the meeting took place remotely. Chair Cunningham provided the land acknowledgement.

8. AGENDA REVIEW/REVISION

Chair Cunningham revised the agenda with the addition of the Superintendent Evaluation to Action Items. At the request of Superintendent Goldman, Chair Cunningham also moved Action Item 13C to Item 12A. under Reports and Discussion

9. SUPERINTENDENT'S REPORT

A. [June 2020](#)

Superintendent Goldman opened his comments acknowledging the murder of George Floyd and the rising movement for racial justice across the country. He also thanked staff members Renae Iverson, Naheed Brown, and Cathy Jensen for their work over the last few weeks preparing school reopening plans with the Oregon Department of Education. He also recognized retirees from the ESD and offered congratulations to Cabinet member Erin Lolich on her new role with local ESD partner, the Children's Institute.

Lastly, Superintendent Goldman introduced incoming Director of Equity and Family Partnership Sharif Liwaru and incoming CHRO Joseph Hernandez. Director Judd welcomed them and asked if each would share what empowerment means to them and if they feel empowered in their roles. Director Liwaru shared that he believes empowerment is a sense of shared responsibility, regardless of the position you hold, and that your voice has power in decision making. CHRO Hernandez shared that he feels similarly and really values transparency and communication as empowerment, as well as being encouraged to work collaboratively across teams and throughout the organization. Both shared they believe they are empowered in their new roles. Director Judd commended the ESD on excellent new hires to the executive team.

10. PARTNER IN EDUCATION

Communications Director Cardwell introduced members of the Migrant Education team. As stated in their Partner in Education letter:

All five members of the Migrant Education Team have gone above and beyond the call of duty in terms of serving migrant students and families since the stay at home orders were issued...and they've done this multiple times. They have called more than 200 families multiple times to check in and offer a personal connection and practical assistance. Based on those phone calls, they have delivered grocery basics, face masks, and hand sanitizer. They've worked with school districts and internet providers to make sure students had devices and internet access in order to participate in distance learning... When there were Covid-19 outbreaks in seafood processing plants that employ many of our parents, the team created video messages about positive strategies for coping in that new and scary reality. They are an amazing and committed team.

Board members congratulated the Migrant Education team and commended them for their excellent work with children and families.

11. COMMUNICATIONS TO THE BOARD/PUBLIC COMMENT

There was no public comment.

12. CONSENT AGENDA

Chair Cunningham entertained a motion by Director Riley to accept the consent agenda as presented. The motion was seconded by Director Tomlin and passed unanimously.

13. REPORTS AND DISCUSSIONS

A. [Strategic Plan Update](#)

Deputy Pope introduced members from the strategic plan work group: Tara Cooper, Rosa Gilbert, Vanessa Hernandez, Yashica Island, Johnna Timmes.

They shared their perspectives participating in the work group, its facilitation, areas of strength and opportunities for improvement. Overall, staff shared that the process was inclusive and the group was diverse, both racially and by position, that they are proud of the work that went into creating the plan and believe it is high quality. Opportunities for improvement include more transparency in how members of the team were nominated/selected, as well as ensuring diversity in the executive members who make the final decisions. Additionally, staff shared their desire for continued commitment to ensuring equity and anti-racism in the implementation of the plan, so the integrity of the process isn't lost. Director Judd recognized them for their willingness to present their perspectives to the board and expressed a desire for continued discussion.

Deputy Pope invited any interested board members to contact Board Secretary O'Driscoll to schedule an informational session with members of the work group to engage in continued discussion. The Board will be asked to adopt the strategic plan at the August retreat.

B. [Administrative Reports](#)

No additional comments.

14.

ACTION ITEMS

A. Financial Report: [May 2020](#)

CFO Montague presented the May Financial Report. Chair Cunningham entertained a motion by Director Riley to accept the financial report as presented. The motion was seconded by Director Tomlin and passed unanimously.

B. [Superintendent Evaluation](#)

Added during item 8.

Chair Cunningham presented the Superintendent Evaluation Letter for 2019-20 and entertained a motion by Director Poehlitz to accept the letter as presented. The motion was seconded by Director Riley and passed unanimously.

C. [SSA Comprehensive Plan Approval](#)

Executive Director Johnna Timmes presented the SSA Comprehensive Plan. Chair Cunningham entertained a motion by Director Tomlin to accept the plan as presented. The motion was seconded by Director Poehlitz and passed unanimously.

D. [Declaration of Reduction in Force](#)

Director Judd asked how the agency can ensure employees of color are not laid off disproportionately. Superintendent Goldman shared that this is challenging because the agency must operate within union agreements which are primary based on seniority. Because many of our most racially diverse staff have been hired in recent years, they have lower levels of seniority. However, essential job skills are considered during the process, such as a second language. Agency leadership is committed to a process that upholds the agreements in place, while ensuring the best service for students and families. Director Judd expressed his desire that the agency challenge the union to take a stronger stance on anti-racism and equity for future negotiations.

Chair Cunningham entertained a motion by Director Poehlitz to declare a reduction in force, enabling the administration to implement the Layoff and Recall articles in the Classified and Licensed Collective Bargaining Agreements. The motion was seconded by Director Riley and passed unanimously.

15.

GOOD OF THE ORDER

N/A

16.

ADJOURN

The meeting was adjourned at 9:53pm.

1.

CALL TO ORDER

Present Board Members: Renee Bruce, Karen Cunningham, DaWayne Judd, Lisa Poehlitz, Chris Riley, Ross Tomlin

Staff: Lauren Slyh O'Driscoll, Dan Goldman, Sarah Pope, Mike Porter (Miller Nash)

2.

Chair Cunningham called the executive session to order at 9:56pm.

ORS 192.660 (2)(d); To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

-and-

(ORS 192.660(2)(h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

3.

ADJOURN

The meeting was adjourned at 10:32pm.



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Joseph J. Hernandez, Chief Human Resources Officer

RE: Personnel Report

EXPLANATION: Please see attached personnel report prepared by Kathy Fernandez.

PRESENTER(S): Joseph J. Hernandez

SUPPLEMENTARY MATERIALS: Additional comments will be provided to the board at the meeting on August 12, 2020.

RECOMMENDATION: N/A

PROPOSED MOTION: Move to accept the personnel report as presented in consent agenda

Northwest Regional Educational Service District
June 11, 2020 - August 10, 2020
MONTHLY PERSONNEL REPORT

The Human Resources Department reports to the Board of Directors the following:

A. Resignation/Termination of the following Administrative personnel:

Janine Weichbrodt (Mobley)

Assignment: Assistant Human Resources Director

Location: Washington Service Center

Effective Date: August 7, 2020

Years of Service: 25 years

B. Layoff of the following Administrative personnel:

Gregory Sampson

Assignment: Project Manager

Location: Washington Service Center

Effective Date: July 30, 2020

Years of Service: 5 years, 3 months

C. Resignation/Termination of the following Licensed personnel:

Justine Gipson

Assignment: ASD Consultant

Location: Related Services

Effective Date: July 6, 2020

Years of Service: 1 year, 6 months

Samantha Spies

Assignment: Speech Language Pathologist

Location: Related Services

Effective Date: July 5, 2020

Years of Service: 4 years

Kathryn Vsetecka

Assignment: Early Childhood Education Specialist

Location: Beaverton Early Childhood Center

Effective Date: August 7, 2020

Years of Service: 5 years, 11 months

D. Resignation/Termination of the following Classified personnel:

Susan Graham

Assignment: Service Center Administrative Assistant

Location: Clatsop Service Center

Effective Date: July 16, 2020

Years of Service: 2 years, 2 months

Sheryl Powell

Assignment: 1:1 ASL Instructional Assistant

Location: Hillsboro Early Childhood Center

Effective Date: June 9, 2020

Years of Service: 8 months

E. Layoff of the following Classified personnel:

Name	Assignment	Location	Years of Service	Effective
AKINS, LORETTA	Instructional Assistant	Hillsboro Education Childhood Center	7.81	6/19/2020

Name	Assignment	Location	Years of Service	Effective
ANDERSON, DEANNA	Instructional Assistant	Washington Service Center EI/ECSE	12.66	6/19/2020
ANDERSON, HANNA	Instructional Assistant	Hillsboro Education Childhood Center	1.36	6/19/2020
ARIZPE-GONZALE, ERICK	Instructional Assistant	Hillsboro Education Childhood Center	4.42	6/19/2020
BAELE, MELISSA	Instructional Assistant	Beaverton Early Childhood Center	3.69	6/19/2020
BAKER, KATEY	Instructional Assistant	Beaverton Early Childhood Center	1.38	6/19/2020
BARRAZA OLAIS, LAURA INES	Instructional Assistant	Hillsboro Education Childhood Center	3.96	6/19/2020
BOISVERT, PEGGY	Instructional Assistant	Broadway Middle School	3.82	6/19/2020
BRADFORD, ALYSHA	Instructional Assistant	Beaverton Early Childhood Center	3.46	6/19/2020
BRUNNER, NICHOLAS	Instructional Assistant	Pacific Academy	0.64	6/19/2020
BUSWELL, SARAH M	Instructional Assistant	Beaverton Early Childhood Center	1.94	6/19/2020
CARLSON, LAURA	Instructional Assistant	Tualatin Early Childhood Center	0.54	6/19/2020
CARLSON, TAMMIE L	Instructional Assistant	St Helens Preschool	22.46	6/19/2020
DESSERT, ROGER	Instructional Assistant	Hillsboro Education Childhood Center	2.83	6/19/2020
EATON, HEIDI	Instructional Assistant	Gray Elementary	0.45	6/19/2020
ERLANDSON, CARRIE	Instructional Assistant	St Helens Preschool	3.9	6/19/2020
FAJARDO CHABLE, EMILIA	Instructional Assistant	Beaverton Early Childhood Center	0.68	6/19/2020

Name	Assignment	Location	Years of Service	Effective
FELDMANN, JULIE	Instructional Assistant	Hillsboro Education Childhood Center	2.09	6/19/2020
FINLEY, RENEE D	Instructional Assistant	St Helens Preschool	8.81	6/19/2020
FLANEGIN BRIEZEN, VALERY	Instructional Assistant	Washington Service Center EI/ECSE	0.72	6/19/2020
GARFIAS, VERONICA L.	Instructional Assistant	Hillsboro Education Childhood Center	5.8	6/19/2020
GOMEZ, RHONDA L	Instructional Assistant	Tualatin Early Childhood Center	5.82	6/19/2020
GRAHAM, SUSAN	Service Center Administrative Assistant	Clatsop Service Center	2.02	7/16/2020
GRIFFIN, KARAH	Instructional Assistant	Clatsop Service Center	2.1	6/19/2020
GURUNG-SATO, YANGCHEN	Instructional Assistant	Beaverton Early Childhood Center	2.94	6/19/2020
HALL, JENNETTE	Instructional Assistant	Beaverton Early Childhood Center	1.36	6/19/2020
HANNER, GENNIFER	Instructional Assistant	Clatskanie Preschool	0.95	6/19/2020
HARRELL, MAGDALENE	Instructional Assistant	Tillamook Service Center	2.83	6/19/2020
HENDERSON, KIMBERLEE	Instructional Assistant	Beaverton Early Childhood Center	15.94	6/19/2020
HENDRIX, KATHRYN A	Instructional Assistant	Tualatin Early Childhood Center	7.79	6/19/2020
HOFER, PAMELA	Instructional Assistant	Hillsboro Education Childhood Center	8.27	6/19/2020
HOOGE, HOLLY	GED Testing Specialist	Department of Schools	9.8	6/25/2020

Name	Assignment	Location	Years of Service	Effective
HOTMAN, SUSAN	Instructional Assistant	Tualatin Early Childhood Center	4.78	6/19/2020
LAMBAREN, HERLINDA	Instructional Assistant	Tualatin Early Childhood Center	18.79	6/19/2020
LANE, MARKUS	Instructional Assistant	Beaverton Early Childhood Center	1.9	6/19/2020
LANE, SUSAN	Instructional Assistant	Columbia Academy	0.81	6/19/2020
LANGNER-GOSS, LISA	Instructional Assistant	Columbia Service Center	0.54	6/19/2020
LO CASCIO, JESSICA	Instructional Assistant	Day Treatment Program	0.72	6/19/2020
LUKOVENKO, TATYANA	Instructional Assistant	Tualatin Early Childhood Center	2.52	6/19/2020
MALLER, CYNTHIA L	Instructional Assistant	Hillsboro Education Childhood Center	19.65	6/19/2020
MCCOY, STEFANIE	Instructional Assistant	Beaverton Early Childhood Center	4.95	6/19/2020
MCPHERRAN, MICHELLE	Instructional Assistant	Beaverton Early Childhood Center	13.76	6/19/2020
MONTES, NICOLE	Instructional Assistant	Washington Service Center EI/ECSE	2.54	6/19/2020
MORSE, TERESA	Instructional Assistant	Hillsboro Education Childhood Center	3.96	6/19/2020
NASH, ROSE A	Instructional Assistant	Hillsboro Education Childhood Center	22.16	6/19/2020
NEALE, VICTORIA	Instructional Assistant	Clatsop Service Center	0.45	6/19/2020
NELSON GORDON, PAMELA	Instructional Assistant	Tualatin Early Childhood Center	0.39	6/19/2020
NEVES, JACOB	Instructional Assistant	Hillsboro Education Childhood Center	4.81	6/19/2020

Name	Assignment	Location	Years of Service	Effective
NOLASCO, MICHELLE	Instructional Assistant	Hillsboro Education Childhood Center	12.56	6/19/2020
PEREZ, MARTA J	Instructional Assistant	Beaverton Early Childhood Center	8.81	6/19/2020
PLUMMER, TRACIE	Instructional Assistant	Hillsboro Education Childhood Center	14.65	6/19/2020
PUMPHREY, PAMELA	Instructional Assistant	St Helens Lewis & Clark ES	8.81	6/19/2020
RANDOLPH, KELSEY	Instructional Assistant	Beaverton Early Childhood Center	0.53	6/19/2020
REYES, GERARDO	Instructional Assistant	Hillsboro Education Childhood Center	6.74	6/19/2020
ROBERTSON, MARY	Instructional Assistant	Broadway Middle School	1.85	6/19/2020
RODRIGUEZ, ALLISON	Instructional Assistant	Hillsboro Education Childhood Center	3.96	6/19/2020
ROFINI, SHARI	Instructional Assistant	Tualatin Early Childhood Center	13.82	6/19/2020
ROUND, CLAUDIA	Instructional Assistant	Tualatin Early Childhood Center	3.96	6/19/2020
RUSSELL, ROCHELLE	Instructional Assistant	Levi Anderson Learning Center	0.44	6/19/2020
SAHAY, ANJANA	Instructional Assistant	Beaverton Early Childhood Center	1.14	6/19/2020
SALSE, LAURIE	Instructional Assistant	Tualatin Early Childhood Center	3.96	6/19/2020
SANTOYO, SILVIA	Instructional Assistant	Beaverton Early Childhood Center	1.6	6/19/2020
SCHROEDER, LINDA	Instructional Assistant	Beaverton Early Childhood Center	4.78	6/19/2020
SCOTT, JENNIFER L	Instructional Assistant	Beaverton Early Childhood Center	7.41	6/19/2020
SHEARER, CHERIE	Instructional Assistant	Tualatin Early Childhood Center	4.95	6/19/2020

Name	Assignment	Location	Years of Service	Effective
SONG, JOY N	Instructional Assistant	Hillsboro Education Childhood Center	6.81	6/19/2020
STRIEFF, LAUREL A	Instructional Assistant	Hillsboro Education Childhood Center	22.72	6/19/2020
TAKEUCHI, AKIKO	Instructional Assistant	Tualatin Early Childhood Center	0.63	6/19/2020
TARABOCHIA, JULIE	Instructional Assistant	Beaverton Early Childhood Center	5.32	6/19/2020
TERHAAR, KIMBERLYN	Instructional Assistant	Washington Service Center EI/ECSE	12.2	6/19/2020
WINNINGHAM, SUSAN A	Instructional Assistant	Hillsboro Education Childhood Center	1.82	6/19/2020
WOLTERS, ZOE	Instructional Assistant	Beaverton Early Childhood Center	0.7	6/19/2020
ZACHER, KATHRYN A	Instructional Assistant	Clatsop Service Center	2.28	6/19/2020

F. Employment of the following Licensed personnel for the 2020-21 school year:

Alex Hutchings

Assignment: Teacher of the Deaf & Hard of Hearing

Location: Washington Service Center

Effective Date: August 20, 2020

Brenda Satter Raubuch

Assignment: Teacher of the Deaf & Hard of Hearing

Location: Washington Service Center

Effective Date: August 20, 2020

Joann Stillman

Assignment: Physical Therapist

Location: Washington Service Center

Effective Date: July 13, 2020

G. Employment of the following Classified personnel for the 2020-21 school year:

Margaret Mercer

Assignment: ORVED Operations Coordinator

Location: Washington Service Center

Effective Date: July 1, 2020



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: 2020-21 Superintendent Goals

EXPLANATION: Please find attached the 2020-21 Superintendent Goals. Superintendent Goals will be discussed during the work session and approved during the regular session.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

2020-21 Superintendent Goals

RECOMMENDATION:

Worksession: Discussion Only

Regular Session: Approve as a part of the consent agenda.

PROPOSED MOTION:

I move to approve the 2020-21 Superintendent Goals as presented/amended.

2020-21 NWRES D Superintendent Goals

Dan Goldman

OVERVIEW & PURPOSE

Each summer, the Superintendent and Board will collaborate towards setting actionable, relevant and measurable Superintendent goals for the coming academic year. Progress towards the following goals will be utilized by the Board as a component of the annual evaluation of the Superintendent.

Goal 1: The Superintendent will make demonstrable progress towards fulfilling the organizational goals in the Board-adopted strategic plan

The Superintendent will:

- A. report on a scope and sequence (timeline) for enacting the various strategies in the strategic plan over the course of the next five years; and,
- B. report Summative Stocktakes to the Board twice-annually indicating progress towards Key Milestones and Metrics in the strategic plan.

Goal 2: The Superintendent will ensure that school district superintendents are supported, engaged, and receive excellent service

The Superintendent will:

- C. ensure district superintendents are supported, engaged and receive excellent service from the superintendent and ESD as measured in an annual survey; and,
- D. ensure districts involved in the ESD's Comprehensive Distance Learning program will report a high-level of satisfaction with that service in an annual survey.

Goal 3: The Superintendent will elevate equity and anti-racism in policy development, instructional practices, and community/family partnership efforts

The Superintendent will:

- E. produce a multi-year plan for initiating, supporting and empowering site-based Equity Learning Teams across the agency; and,
- F. bring forward to the Board a resolution establishing an Equity Policy Advisory Committee to contribute to the Board’s ongoing work to actualize Board Policy ADA: Equity.

Goal 4: The Superintendent will empower school and site teams to strategically assess, plan, implement, and monitor actions towards improving academic and social-emotional results.

The Superintendent will:

- G. report on progress to ensure instructional staff receive initial and ongoing training to effectively utilize digital learning tools in a distance learning environment;
- H. report on the initiation of a robust, site-based, equity-focused, data-driven continuous improvement model aligned to the Board-adopted Strategic Plan; and,
- I. report on progress to ensure staff are in regular and consistent communication with students and families throughout the Covid-19 Pandemic.

Goal 5: The Superintendent will improve the ESD’s financial position and ensure resources are aligned to strategic priorities.

The Superintendent will:

- J. produce a proposed budget plan that clearly aligns resources to strategic priorities;
- K. produce a proposed budget plan that increases operating revenue in reserves, net of the beginning fund balance;
- L. produce an annual report that centers the agency’s commitment to Educational Equity and Anti-racism; and,
- M. produce a Local Service Plan (LSP) for adopted by Component School District Boards that communicates the agency’s commitment to Educational Equity and Anti-racism.



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: 2020-21 Board Goals

EXPLANATION: Please find attached the 2019-20 Board Goals. Board Goals will be discussed during the work session and approved during the regular session.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS:

2019-20 Board Goals

RECOMMENDATION:

Worksession: Discussion Only

Regular Session: Approve as a part of the consent agenda.

PROPOSED MOTION:

I move to approve the 2020-21 Board Goals as presented/amended.

Board Goals	2019-20	2020-21
Goal One	Attend board meetings consistently and arrive prepared to discuss presented materials.	
Goal Two	Participate in regular equity professional learning with the Superintendent.	
Goal Three	Increase exposure to ESD programs and sites throughout the region.	



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: 2020-21 Board Committees

EXPLANATION: Please find attached the 2020-21 Board Committees tracking sheet. Assignments for 2020-21 will be discussed during the work session and approved during the regular session.

PRESENTER(S): Dan Goldman, Superintendent

SUPPLEMENTARY MATERIALS: 2020-21 Board Committees tracking sheet

RECOMMENDATION:

Worksession: Discussion Only

Regular Session: Approve as a part of the consent agenda.

PROPOSED MOTION:

I move to approve the 2020-21 Board Committees as presented/amended.

Board Committees	2019-20	2020-21
Audit & RFP	Members	Members
<i>Lead Staff: Tami Montague, CFO</i>	Lisa Poehlitz	
	DaWayne Judd	
	Ross Tomlin	
Equity Policy Advisory Committee (Formerly Policy Committee)	Members	Members
<i>Lead Staff: Sharif Liwaru, Director of EFP Joseph Hernandez, CHRO</i>	Karen Cunningham	
	DaWayne Judd	
	Tony Erickson	
Negotiations	Members	Members
<i>Lead Staff: Joseph Hernandez, CHRO</i>	Tony Erickson	
	Dave Hollandsworth	
	Chris Riley	
	Alternate:	Alternate:
Superintendent Evaluation (Membership Includes Board Chair and Vice Chair)	Members	Members
<i>Lead Staff: Lauren Slyh O'Driscoll, Board Secretary</i>	Chair: Karen Cunningham	Chair: TBD
	Vice: Lisa Poehlitz	Vice: TBD
	Marilyn McGlasson	
	Chris Riley	
NWRESD Board Representatives	Members	Members
<i>NWRESD Foundation</i>	Chris Riley	
<i>OAESD</i>	Dave Hollandsworth	



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Dan Goldman, Superintendent

RE: Approval of Designations, Authorizations, and Appointment for 2020-21

EXPLANATION: Please find attached the Approval of Designations, Authorizations, and Appointment for 2020-21.

PRESENTER(S): Dan Goldman, Superintendent

Tami Montague, CFO

SUPPLEMENTARY MATERIALS: Approval of Designations, Authorizations, and Appointment for 2020-21

RECOMMENDATION: Approve as a part of the consent agenda.

PROPOSED MOTION: I move to accept the Approval of Designations, Authorizations, and Appointment for 2020-21 as presented/amended.



Designations, Authorizations, and Appointment for 2020-21

1. Chief Administrative Officer and District Clerk (ORS 332.515)

Superintendent Dan Goldman shall be the Chief Administrative Officer and Clerk of the Board of Directors with designated powers as stated in Board policy, including administration of all local, state, and federal funds and programs.

2. Budget Officer (ORS 294.331)

Superintendent Dan Goldman shall be the Budget Officer.

3. Deputy Clerk

Tamira Montague, Chief Financial Officer, shall be the Deputy Clerk.

4. Authority to Invest Funds (ORS 294.810, 294.815)

Authority to invest funds is given to Superintendent Dan Goldman and his designees, Sarah Pope, Deputy Superintendent, and Tamira Montague, Chief Financial Officer, in accordance with District policy.

5. Custodians of Funds (ORS 328.441, 328.445)

Superintendent Dan Goldman, Deputy Superintendent Sarah Pope and Chief Financial Officer Tamira Montague are authorized to sign checks. Authorized facsimiles are approved for the Superintendent, Deputy Superintendent and Chief Financial Officer.

6. Depository of Funds (ORS 328.441, 294.805 to 294.895)

Wells Fargo Bank, Oregon State Investment Pool, and other investments authorized by board policy shall serve as the Depository of Funds.

7. Auditor (ORS 297, 405, 327, 137, 328.465)

In 2012, Pauly Rogers was selected as the district's audit firm and shall continue in that capacity through 2021.

8. Insurance Agent of Record

In 2012, Wilson Heirgood Associates (WHA) was selected and they shall continue to serve as the agency's Insurance Agent of Record through the 2021 fiscal year.

9. Designate Attorney

In 2012, the firm of Miller, Nash, Wiener, Hager and Carlsen of Portland, Oregon, was selected as the district's legal counsel and shall continue to serve as the District's general legal counsel for all matters through 2021. If, due to reasons of specialty, the superintendent chooses to use another attorney for a particular issue, the superintendent will notify the Board as soon as possible.

10. Authority to Borrow Funds



The Board authorizes Superintendent Dan Goldman and Chief Financial Officer Tamira Montague to borrow at one time an amount not to exceed one month's payroll. Authority to borrow beyond this amount must be approved by the Board of Directors.

11. Authority for Inter-Fund Loans

The ESD receives notification of grants and implements contract services as early as July and August. Actual funds are not received by the ESD until later in the school year. This authorization allows the ESD to use General Fund monies to support these activities until grant and contract funds are received and the General Fund can be repaid. Inter-fund loans are allowed under ORS 294.450 (3).

12. Authorization to Pay Obligations

In order to meet specific timelines, the Board authorizes the Chief Financial Officer to pay salaries of employees when work has been performed and payment is due; contract obligations; utilities; Social Security; Public Employees Retirement System; industrial accident insurance; health insurance; any bank charges; all filing fees charged by Clatsop, Columbia, Tillamook, or Washington counties, or the State of Oregon, for legal or official documents; all permits required by local, county, state, or federal government agencies; and all other accounts payable when due as governed by the fiscal policies of the District.

13. Fidelity Bonds (ORS 332.525)

1. Superintendent Dan Goldman, Deputy Superintendent Sarah Pope, and Chief Financial Officer, Tamira Montague: \$150,000
2. Blanket Bond - All Employees: \$50,000

14. Designate Official Publications

The following are designated as the official publications for the Northwest Regional ESD: Clatskanie Chief, St. Helens Chronicle, Daily Astorian, Tillamook Headlight Herald, and Oregonian.

15. Local Public Contract Review Board (ORS 279.055(2))

The Board shall continue to serve as the Local Public Contract Review Board of the NWRES.D.

16. Designations of Qualified Dependents for Cafeteria Plan Agency

125 "Qualifying Dependent" means, for Dependent Care Assistance Program purposes, (1) a Participant's Dependent" (as defined in Code Section 152(a)(1)) who has not attained age 13; (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or (3) a Child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21 (e) (5).



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Sharif Liwaru, Director of Equity and Family Partnerships

RE: Resolution To Appoint Board Equity Policy Advisory Committee: First Reading

EXPLANATION: Board resolution to create and develop a Board Equity Policy Advisory Committee to address matters related to discrimination, racism, or prejudice, to promote ideas of organizational anti-racism, and to make policy revision and creation recommendations to the Board.

PRESENTER(S): Sharif Liwaru & Dan Goldman

SUPPLEMENTARY MATERIALS: Draft Resolution and Policy Review Process Flow Chart

RECOMMENDATION: N/A

PROPOSED MOTION: N/A

”

RESOLUTION NO. 20 - 001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT IN CLATSOP, COLUMBIA, TILLAMOOK, AND WASHINGTON COUNTIES, OREGON AUTHORIZING THE CREATION OF A BOARD EQUITY POLICY ADVISORY COMMITTEE

WHEREAS, Northwest Regional Education Service District (NWRESD) is committed to equity, anti-racism, and the success of each and every student; and

WHEREAS, we focus on attaining student outcomes that are not predicted by race, ethnicity, family economic status, mobility, language, country of origin, gender, gender expression, sexual orientation, disability, or zip code; and

WHEREAS, the murder of unarmed Black men and women around the country has prompted a nation-wide call for change; and

WHEREAS, the Board of Directors (the “Board”) stands in solidarity with its students and community to declare that the lives of Black students and Black people matter; and

WHEREAS, the Board’s declaration that the lives of Black students and the Black community matter does not negate the commitment to serve all students but rather reaffirms the Board’s commitment to addressing the disparities and inequity of different student groups including students of color; and

WHEREAS, the formulation and adoption of policies, recorded in writing, will constitute the basic method by which the Board will exercise its leadership in the operation of the NWRESD; and

WHEREAS, the Board has the authority and responsibility to establish policy and create from time to time committees as it may deem necessary or expedient to accomplish a specific but limited purpose.

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the Northwest Regional Education Service District will create and develop an Equity Policy Advisory Committee to address matters related to discrimination, racism, or prejudice, to promote ideas of organizational anti-racism, and to make policy revision and creation recommendations to the Board to accomplish these goals.

SECTION 1. AUTHORITY

The Equity Policy Advisory Committee will make recommendations to the Board focused on racial equity in policies and practices.

SECTION 2. GOALS

The Equity Policy Advisory Committee will

- a. gather promising practices and tools from across the country.
- b. establish clear, consensus-based recommendations on best policy and practices to advance the equity and inclusion efforts across the organization.
- c. audit district policies with an equity lens and anti-racism focus
- d. assess and recommend consistent policies regarding anti-racism, diversity, equity, inclusion and sovereignty
- e. support strategies for staff recruitment, hiring, on-boarding, retention and promotion through an equity lens

SECTION 3. MEMBERSHIP

The Equity Policy Advisory Committee shall be made up of a minimum of two board members, but no more than three. Further, the Equity Policy Advisory Committee shall have a total membership of no less than seven members and no more than ten members to be composed of board members, staff, community, and leaders within the region. Appointment of staff members, when appropriate, will be made by the Superintendent. Additionally, the Board may provide for the method of appointing other members to the committee.

SECTION 4. EFFECTIVE DATE

This Resolution is effective immediately upon adoption.

ADOPTED by the Board of Directors of the District this 15th day of September, 2020.

NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT, CLATSOP, COLUMBIA, TILLAMOOK,
AND WASHINGTON COUNTIES, OREGON

By: _____
Chair

ATTEST:

By: _____
Superintendent



Northwest Regional Education Service District

Policy Review Process



1

**CHIEF HUMAN
RESOURCE
OFFICER
RECEIVES
QUARTERLY
POLICY UPDATES
FROM OSBA.**

2

**CHIEF HUMAN
RESOURCE OFFICER
CONVENES
INTERNAL POLICY
COMMITTEE FOR
ORGANIZATION AND
INITIAL REVIEW.**

3

**DIRECTOR OF EQUITY &
FAMILY PARTNERSHIP
CONVENES BOARD
EQUITY POLICY
REVIEW ADVISORY
TO MAKE
RECOMMENDATIONS
TO ADMINISTRATION.**

4

**CHIEF HUMAN
RESOURCE
OFFICER PRESENTS
REVISED BOARD
POLICIES TO
BOARD FOR FIRST
READING AND
SUBSEQUENT
MOTION.**



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors
FR: Tami Montague, CFO
RE: Monthly Financial Update

EXPLANATION: This is a summary report and financial update of the agency for information only and requires no action by the board. In September we will resume the regular financial reports that require board approval.

PRESENTER(S): Tami Montague

SUPPLEMENTARY MATERIALS: Attached to this cover sheet:

Summary Financial Statements for FY 2019-20.

PDF Board Financial Report slidedeck.

RECOMMENDATION: N/A No action is required. For information only.

PROPOSED MOTION: N/A



Northwest Regional
Education Service District

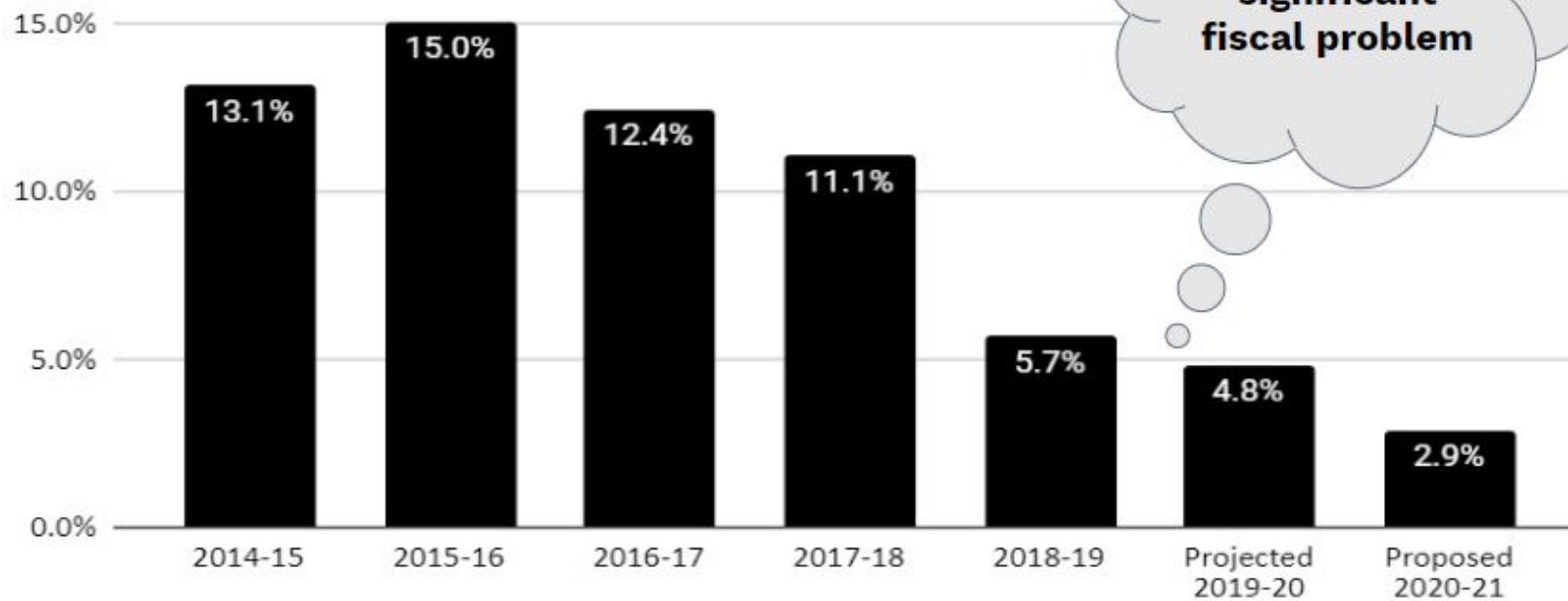
August 10, 2020

NWRESD Financial Update

Recap 2019-20

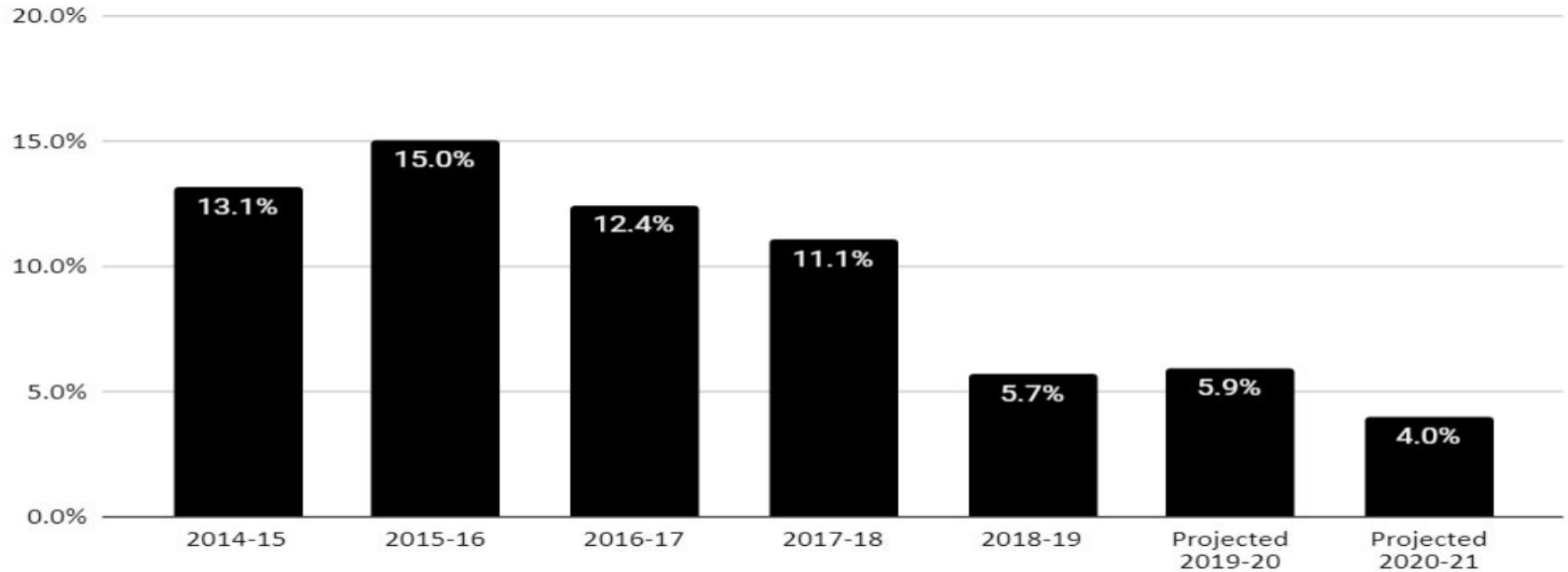
- January - February: Departmental Zero-Sum Budget Development and Defense
- February - March: Budget Development... Pandemic Crisis
- March 15: Budget Development Workgroup
- April 22 & 29: Cabinet Prepares Draft Prioritized Operations Budget Reduction Plan
- May 5: Budget Development Workgroup Prepares Prioritized LSP/Contract/Grant Reduction Plan by Department
- May 19: Budget Committee (May 12 budget document delivered to budget committee)
 - Budget being developed using \$9b SSF with contingency plan
- May 20: State releases May Revenue Forecast
 - After May 20:
 - ODE revises State School Fund Estimates
 - Local Service Plan allocations updated
 - Districts will edit their selections for services
 - Contracts and Grants will be updated (but may be delayed by DAS)
- May 29: Budget Development Team Revises Budget Plan
- June 16: Board Budget Hearing reduces budget by ~9.2%

Financial Health History



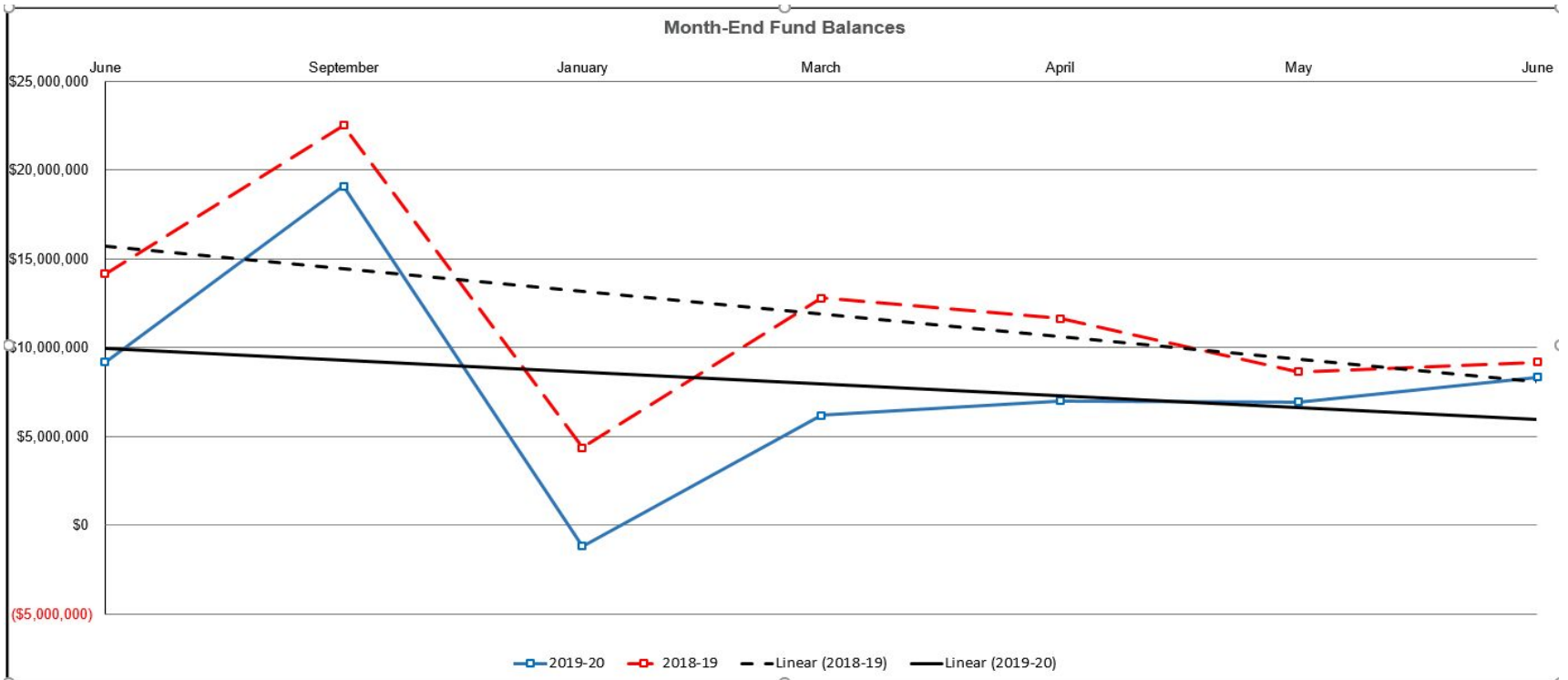
**January:
our most
significant
fiscal problem**

Where we are... Aug '20



Fund Balances

Closing the Gap - All Funds



Update 2020-21

- Adopted Budget at approx 9.2% reduction from original plan.
- Furloughs for all staff (3-7 days depending on work schedules)
- Staff Layoff in addition to attrition to balance adopted budget
- New funding Information in July
- New grants available to education
- Staff Recall in anticipation of Legislative Session

Aug 10 Legislative Session

Anticipated Outcome:

- SSF ~ Made whole at \$9 billion (LSP maintained)
- SSA ~ -(\$700,000)
- EI/ECSE ~ Made whole + ESSER \$
- Regional Services ~ Made whole + \$200k
- ESSER Grant ~ \$1 million (Emergency COVID Funding)

Next Financial Steps

2020-21 Budget Plan

- Supplemental Budget Plan to board in September to align Working Budget with legislative session outcomes.

Next year Budget Planning -

- Revenue Forecast in Nov 2020 will inform the Governor's Proposed Budget for 2021-23.
- Legislative Session begins in Jan 2021

Thank you.

Tami Montague, CFO

FY 2019-2020 Financial Summary

For the Period Ending June 30, 2020

General Funds (100-199)	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 4,509,775	\$ 3,928,173	\$ -	\$ 3,928,173	\$ 4,550,000	\$ (621,827)
REVENUES						
Local Sources	15,219,993	15,589,370		15,589,370	15,998,400	(409,030)
Intermediate Sources	-	-	-	-	-	-
State Sources	33,837,592	36,624,336	-	36,624,336	36,640,794	(16,458)
Federal Sources	-	-	-	-	-	-
Other Sources	215,329	318,777	-	318,777	265,000	53,777
TOTAL REVENUE	\$ 49,272,914	\$ 52,532,483	\$ -	\$ 52,532,483	\$ 52,904,194	\$ (371,711)
EXPENDITURES by Object						
Salaries	\$ 3,321,047	\$ 3,340,610	\$ -	\$ 3,340,610	\$ 3,601,159	\$ 260,549
Associated Payroll Costs	2,026,395	2,253,652	-	2,253,652	2,489,901	236,249
Purchased Services	1,235,063	1,305,161	-	1,305,161	1,558,667	253,506
Supplies and Materials	623,016	621,061	-	621,061	1,086,383	465,322
Capital Outlay	32,146	-	-	-	-	-
Other Objects	1,158,554	1,167,669	-	1,167,669	1,126,168	(41,501)
Transfers	41,827,314	42,508,546	-	42,508,546	44,591,916	2,083,370
Other Uses of Funds	-	-	-	-	3,000,000	3,000,000
Other Expenses	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 50,223,534	\$ 51,196,698	\$ -	\$ 51,196,698	\$ 57,454,194	\$ 6,257,496
SURPLUS / (DEFICIT)	\$ (950,620)	\$ 1,335,784	\$ -	\$ 1,335,784	\$ (4,550,000)	
ENDING FUND BALANCE				\$ 5,263,957		
EXPENDITURES by Function						
Instruction	\$ -	\$ -	\$ -	\$ -	\$ -	-
Support Services	7,618,369	7,906,774	-	7,906,774	9,080,560	1,173,786
Enterprise and Community Services	-	-	-	-	-	-
Facilities Acquisition and Construction	-	-	-	-	-	-
Transfers and Debt Service	42,605,165	43,289,924	-	43,289,924	45,373,634	2,083,710
Contingencies	-	-	-	-	500,000	500,000
Unappropriated Ending Fund Balance	-	-	-	-	2,500,000	2,500,000
TOTAL EXPENDITURES	\$ 50,223,534	\$ 51,196,698	\$ -	\$ 51,196,698	\$ 57,454,194	\$ 6,257,496
SURPLUS / (DEFICIT)	\$ (950,620)	\$ 1,335,784	\$ -	\$ 1,335,784	\$ (4,550,000)	\$ 5,885,785
Projected Year End Fund Balance				\$ 5,263,957		

FY 2019-2020 Financial Summary

For the Period Ending June 30, 2020

Special Revenue Funds (200-599)	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance	\$ 9,663,036	\$ 5,212,438	\$ -	\$ 5,212,438	\$ 5,284,856	\$ (72,418)
REVENUES						
Local Sources	33,970,908	32,427,402		32,427,402	35,823,955	(3,396,553)
Intermediate Sources	-	-	-	-	-	-
State Sources	23,163,816	27,396,032	-	27,396,032	29,623,784	(2,227,752)
Federal Sources	6,838,536	7,324,345	-	7,324,345	8,511,661	(1,187,316)
Other Sources	6,207,872	4,000,183	-	4,000,183	6,428,729	(2,428,547)
TOTAL REVENUE	\$ 70,181,133	\$ 71,147,962	\$ -	\$ 71,147,962	\$ 80,388,130	\$ (9,240,168)
EXPENDITURES by Object						
Salaries	\$ 30,742,866	\$ 31,209,631	\$ -	\$ 31,209,631	\$ 33,125,492	\$ 1,915,861
Associated Payroll Costs	16,760,526	18,985,154	-	18,985,154	19,968,686	983,532
Purchased Services	11,251,909	11,682,813	-	11,682,813	12,808,971	1,126,158
Supplies and Materials	4,455,205	4,029,140	-	4,029,140	8,266,678	4,237,538
Capital Outlay	7,062	23,806	-	23,806	320,363	296,558
Other Objects	2,621,327	2,657,832	-	2,657,832	3,082,278	424,446
Transfers	8,150,574	4,721,687	-	4,721,687	7,998,249	3,276,562
Other Uses of Funds	-	-	-	-	102,268	102,268
Other Expenses	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 73,989,469	\$ 73,310,063	\$ -	\$ 73,310,063	\$ 85,672,986	\$ 12,362,923
SURPLUS / (DEFICIT)	\$ (3,808,336)	\$ (2,162,101)	\$ -	\$ (2,162,101)	\$ (5,284,856)	
ENDING FUND BALANCE				\$ 3,050,337		
	Prior YTD	Current YTD	Add: Projections	Annual Forecast	Annual Budget	Fav / (Unfav)
EXPENDITURES						
Instruction	\$ 40,212,959	\$ 40,547,519	\$ -	\$ 40,547,519	\$ 45,757,424	\$ 5,209,904
Support Services	23,236,602	26,116,980	-	26,116,980	28,035,622	1,918,642
Enterprise and Community Services	2,389,334	2,125,144	-	2,125,144	3,759,690	1,634,546
Facilities Acquisition and Construction	-	25,276	-	25,276	122,000	96,724
Transfers and Debt Service	8,150,574	4,495,143	-	4,495,143	7,998,249	3,503,106
Unappropriated Ending Fund Balance	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 73,989,469	\$ 73,310,063	\$ -	\$ 73,310,063	\$ 85,672,986	\$ 12,362,922
SURPLUS / (DEFICIT)	\$ (3,808,336)	\$ (2,162,101)	\$ -	\$ (2,162,101)	\$ (5,284,856)	\$ 3,122,754
Projected Year End Fund Balance				\$ 3,050,337		



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Sarah Pope, Deputy Superintendent

RE: NWRESD's 2020-2025 Strategic Plan

EXPLANATION: In July the Equity & Family Partnership department facilitated three meetings with 18 BIPOC staff to receive a final round of feedback on NWRESD's proposed 2020-2025 strategic plan. The additional revisions to NWRESD's 2020-2025 strategic plan are outlined in the presentation.

PRESENTER(S): Sarah Pope, Deputy Superintendent

Sharif Liwaru, Director of Equity & Family Partnerships

SUPPLEMENTARY MATERIALS: 2020-2025 Strategic Plan presentation

RECOMMENDATION: The administration recommends approving NWRESD's 2020-2025 strategic plan.

PROPOSED MOTION: I move to approve NWRESD's 2020-2025 strategic plan as presented.



Northwest Regional
Education Service District

Board Action:

2020-25 Strategic Plan

Process

- Over 130 individual interviews with board, staff, administration, district superintendents, partner organization leaders, & community members.
- NWRESD Staff Surveys: Annual Survey & Racial Justice Impact Assessment (data analysis by third party contractor)
- Staff meeting feedback from nearly every NWRESD department and work site
- Multiple sessions of data analysis and vision/collective commitment development with Leadership Team, Cabinet, and Strategic Plan Work Group
- Strategy & Metric development: six sessions with diverse (racially, geographically, programmatically, and job classification) Strategic Plan Work Group
- Two board presentations
- Office of Equity & Family Partnership: three workshop sessions to collect feedback and potential revisions from BIPOC staff

EFP Revision Summary

The Office of Equity & Family Partnership hosted 3 feedback sessions attended by 18 BIPOC staff in July

Terminology Revision

- **Throughout document:** Students of Color/Communities of Color updated to BIPOC (Black, Indigenous, People of Color)
- **CC 4.2.1:** “High-functioning” has been replaced with “audited to ensure implementation of research based”
- **CC 4.4.1:** “Meaningful” with “purposeful” in service of “plan development and accountability”
- **CC 5.3.1:** Specify the ESD’s by name that are involved in the CAFE collaborative

Strategy Addition/Revision

- **CC 1.1.4:** Add metric that monitors work to revise procedures after Board policy revision
- **CC 1.3:** Clarify “racially” diverse Board Equity Policy Advisory Committee and add “policy and procedural reviews”
- **CC 1.4:** Add retention, and promotion to diverse employee recruitment strategy
- **CC 1.5:** Add metric specific to measure outcomes of the Diverse Educator Pathway program
- **CC 2.1.3:** Add “NWRESD educator who knows and is responsive to their/child's strengths”
- **CC 3.5:** Revise strategy to read, “Expand college credit and/or CTE+STEM opportunities for BIPOC students in high school”
 - Separate metrics to monitor *both* the attainment of advanced college credit *and* CTE pathways:
- **CC 6.2:** Replace operational systems strategy with strategy and metrics for revising professional evaluation system to include equity in standards

Strategic Plan CC 1-6

~~Red Strikethrough~~

Remove

Green Highlight

Add

Yellow Highlight

Revise

1. Cultivate anti-racism, multiculturalism, and diverse racial perspectives in program design, continuous improvement, and decision-making;

Strategy	Metric
<p>1.1 All NWRES D schools, sites, and departments establish Equity Learning Teams to support continuing professional learning for all staff and inform policies, practices, and decision-making</p>	<p>1.1.1: 100% of schools, sites and departments establish and support Equity Learning Teams 1.1.2: 90% of participating staff report Equity Learning Teams are effective/highly effective 1.1.3: 80% of staff surveyed report the NWRES D is at a level 4 or 5 on the Anti-racist Multicultural Continuum 1.1.4: 100% of Administrative Rules and Staff Handbooks are revised to align with Board policy changes resulting from Strategy 1.3.1</p>
<p>1.2 All new NWRES D staff receive meaningful and ongoing equity professional development as a part of required onboarding</p>	<p>1.2.1: 100% of new staff participate 1.2.2: 90% of new staff report PD is effective/highly effective</p>
<p>1.3 Form a racially diverse Board Equity Policy Advisory Committee to conduct ongoing policy and procedural reviews to eliminate practices that perpetuate inequities and systemic racism</p>	<p>1.3.1: 100% of instruction, student, community relations,, and new recommend policies from OSBA are reviewed with recommendations for revision</p>
<p>1.4 Develop and implement best practices for recruitment, retention, and promotion of diverse workforce.</p>	<p>1.4.1: 100% of screening and interview participants receive anti-bias training 1.4.2: Exit interviews find BIPOC staff do not leave due to dissatisfaction</p>
<p>1.5 Expand employment pathways to ensure the region benefits from the strengths and assets of a racially diverse workforce.</p>	<p>1.5.1: The gap between BIPOC staff and students within the ESD will decrease from 28% to 22.5% in 2024-25. 1.5.2: The gap between BIPOC staff and students in the region will decrease from 32.5% to 27.5% in 2024-25. 1.5.3: Increase in the number of BIPOC students who participate in Diverse Educator Pathways (DEP) by 10%, from ___ to ___ in 2024-25.</p>

2. Create culturally sustaining learning environments that ensure each student is safe, known, and connected;

Strategy	Metric
<p>2.1 Each child's strengths and needs are known by an adult in their building</p>	<p>2.1.1: Regular attender rates in NWRESD schools will increase from 67% to 74% in 2025 2.1.2: Regular attender rates in NWRESD ECSE sites will increase from 35.1% to 45% in 2025. 2.1.3: Every student/family can identify at least one NWRESD educator who knows and is responsive to their/child's strengths and needs</p>
<p>2.2 All NWRESD schools and sites have robust Positive Behavior Intervention Support systems</p>	<p>2.2.1: Establish baseline data and then annually reduce by 10% the loss of learning time incidents (as defined by breaks, restraints, and seclusions) 2.2.2: 100% of schools and sites will achieve 80% on the school wide implementation measure School-wide Evaluation Tool (SET) or Pre-SET</p>
<p>2.3 All NWRESD schools and sites utilize evidence-based, culturally sustaining, social-emotional learning curriculum</p>	<p>2.3.1: 5 percentage point increase from 51.8% to 56.8% by 2025 in social emotional learning on the Assessment, Evaluation, and Programming System (AEPS) in EI/ECSE 2.3.2: 100% of school teams consistently use adopted Social Emotional Learning (SEL) curriculum</p>
<p>2.4 NWRESD schools, sites, and programs have reliable and demonstrated systems for emergency response and reunification</p>	<p>2.4.1: 100% of schools, sites, and programs have reliable and demonstrated systems for emergency response and reunification</p>
<p>2.5 Expand regional internet connectivity for students and ensure all NWRESD students and staff are connected</p>	<p>2.5.1: 100% internet connectivity for NWRESD students and staff by 2025 2.5.2: 91.2% to 100% by 2025 in internet connectivity for students in the NWRESD region</p>

3. Establish high expectations for achievement and personal growth for each student;

Strategy	Metric
3.1 Expand regional pre-Kindergarten access for students of color and students in special education	3.1.1: 10 percentage point increase for BIPOC students with access to preK from 32.3% to 42.3% 3.1.2: 10 percentage point increase for students in SPED with access to preK from 59.7% to 69.7%
3.2 Launch a research-based early literacy professional learning network	3.2.1: 30% of elementary schools in our region participate annually (34 schools) 3.2.2: 95% of participants rate the professional learning as impactful/highly impactful on their work toward improved outcomes for BIPOC students
3.3 Facilitate a regional mental and behavioral health professional learning network	3.3.1: 30% of all schools in our region participate annually (70 schools) 3.3.2: 95% of participants rate the professional learning as impactful/highly impactful on their work toward improved outcomes for BIPOC students
3.4 Sustain the regional professional learning network to increase high school graduation	3.4.1: 90% of high schools in our region participating annually (30 schools) 3.4.2: 95% of participants rate the professional learning as impactful/highly impactful on their work toward improved outcomes for BIPOC students
3.5 Expand college credit and/or CTE+STEM opportunities for BIPOC students in high school	3.5.1: 10 percentage point increase in the number of BIPOC students who earn college credit while in high school 3.5.2: 10 percentage point increase in the number of BIPOC students who earn certification through a Career Technical Education (CTE) Pathway
3.6 Develop a regional data system to ensure teams identify, intervene, monitor, and adjust interventions for students.	3.6.1: 100% of NWRESD schools and programs utilize Multi-Tier System of Supports (MTSS) data system 3.6.2: 80% of component school districts utilize Multi-Tier System of Supports (MTSS) data system

4. Utilize culturally sustaining, research-based practices for designing and delivering instruction;

Strategy	Metric
<p>4.1 Develop, implement, and monitor departmental and school Continuous Improvement Plans (CIPs) in partnership with racially diverse students, families, staff, and community organizations</p>	<p>4.1.1: 100% of CIPs include meaningful purposeful involvement with racially diverse partners in plan development and accountability.</p>
<p>4.2 Implement teacher-driven professional learning communities (PLCs) within NWRESD schools</p>	<p>4.2.1: 100% of NWRESD schools are audited to ensure implementation of research based have high-functioning PLCs 4.2.2: 80% of participants rate their PLC as effective/highly effective</p>
<p>4.2.1: 100% of NWRESD schools are audited to ensure implementation of research based have high-functioning PLCs 4.2.2: 80% of participants rate their PLC as effective/highly effective</p>	<p>4.3.1: Increase percentage of students of color in NWRESD schools achieving a 3 or 4 on SBAC ELA from 18.2% to 30% and the percentage achieving a 3 or 4 in SBAC math from 4.3% to 20% by 2025. 4.3.2: 15 NWRESD teachers participate in an agency-wide curriculum review committee on the state-adopted schedule</p>

5. Develop authentic, reciprocal, and inclusive partnerships with our diverse students, families, and community partners;

Strategy	Metric
5.1 All NWRES D schools, sites, and programs embed family partnership strategies in their Continuous Improvement Plans (CIPs)	5.1.1: 100% of CIPs include family partnership strategies 5.1.2: Family partnership in schools, sites, and programs increases as measured by empathy interviews with racially diverse families
5.2 Design and implement a family partnership communication framework	5.2.1: Framework developed and utilized 100% of the time 5.2.2: Annual review using qualitative and quantitative data demonstrates communications are accessible/highly accessible to linguistically and racially diverse families and partners.
5.3 NWRES D leads regional racial equity learning and partnerships	5.3.1: 250 schools in the tri-ESD (Northwest, Multnomah, Clackamas) region participate in Cascade Alliance for Equity

6. Seek, organize, and allocate resources towards achieving these commitments.

Strategy	Metric
6.1 Establish comprehensive onboarding process for all new staff	6.1.1: Empathy interviews with 3-5 new employees completed biannually by HR Office twice annually 6.1.2: 80% of participants rate the onboarding process as effective/highly effective
6.2 Annually identify and improve 2-3 strategic operational systems 6.2 Embed racial equity expectations within the professional evaluation system for all staff	6.2.1: 80% of users find operational system improvements effective/highly effective 6.2.1 Professional evaluation system is revised and includes a standard(s) on racial equity
6.3 Refine and implement a meaningful, growth-oriented professional evaluation system for licensed staff	6.3.1: Annual review of evaluations by HR finds supervisors provide actionable feedback focused on instructional improvement 6.3.2: 80% of licensed staff report the evaluation feedback they received led to instructional improvements
6.4 Improve budget development process and timeline to ensure resources are aligned to the strategic plan	6.4.1: Establish annual cross-department budget development team 6.4.2: Annual budget documents demonstrate alignment of resources to strategic plan 6.4.3: 100% of revenue and expenditures align for contract and grant funded programs
6.5 Ensure NWRESD budget provides prudent reserves to meet unexpected emergencies and statewide funding shortfalls	6.5.1: By 2025, maintain 8% percent of operating revenue in reserves, net of the beginning fund balance
6.6 NWRESD service centers, sites, and programs offer wellness opportunities for staff	6.6.1: 100% of service centers, sites, and programs offer wellness programs 6.6.2: 90% of users rate wellness activities as effective/highly effective

Implementation Process Revisions

1. Delivery Team

Form a racially diverse team to lead the Strat Plan Delivery and Monitoring (Stocktake) process. This internal team will work closely with Cabinet and Leadership Team to drive the work of the strategic plan.

2. CIP Process

Beginning in August, Operations and Equity Teams will pilot CIPs. In January 2021, Instruction, Special Education, EI/ECSE, and School Teams will begin a CIP planning process for 2021-22 school year under the guidance of the Delivery Team.

Questions/Motion?



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Joseph J. Hernandez, Chief Human Resources Officer

RE: NWEA Licensed Collective Bargaining Agreement

EXPLANATION: NWEA licensed collective bargaining agreement is currently out for ratification with the association members. It is anticipated that an official signed copy will be received in the next few days.

PRESENTER(S): Joseph J. Hernandez

SUPPLEMENTARY MATERIALS: Additional comments will be provided to the board at the meeting on August 12, 2020.

RECOMMENDATION: N/A

PROPOSED MOTION: Move to accept the NWEA licensed collective bargaining agreement as presented in consent agenda

July 1, 2020 – June 30, 2023

AGREEMENT

Between the

NORTHWEST EDUCATION

ASSOCIATION

and

NORTHWEST REGIONAL

EDUCATION SERVICE DISTRICT



Northwest Regional
Education Service District

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PREAMBLE

This Agreement is made and entered into by and between the Northwest Education Association, hereinafter called the "Association", and the Board of Directors on behalf of the Northwest Regional Education Service District, hereinafter called the "District". The Association is affiliated with the Oregon Education Association and the National Education Association.

ARTICLE 1: RECOGNITION

The District recognizes the Northwest Education Association as the sole and exclusive representative with respect to wages, hours, and conditions of employment for all regular full-time and regular part-time professional employees of the District, excluding supervisors, managers, and confidential employees. It is understood that substitutes, temporary employees whose expected term of service is less than 90 contract days, and employees in other bargaining units are also excluded from the bargaining unit. During the term of this Agreement, the District will not negotiate with or recognize any organization other than the Northwest Education Association as the bargaining representative of bargaining unit members, except as may be required under the Public Employee Collective Bargaining Act.

- A. Less than Half-time Employees: Employees employed less than half time shall not be covered by Article 15 (Layoff/Recall), Article 12 (Insurance), or Article 10 (Professional Development). For all employees who are less than full-time, all leave benefits shall be prorated.
- B. Newly Created Positions: In the event the District creates a new position, it shall notify the Association president. Should the parties fail to agree upon the bargaining unit status of the newly created position, either party may petition the Oregon Employment Relations Board for a determination.
- C. Grant-Funded Positions: Persons hired under state or federal grants or funding through programs with other public agencies may be hired as temporary teachers as defined in [ORS 342.815](#) and shall be subject to the conditions of this Agreement to the extent that this Agreement is consistent with requirements established by the originating fund source. Salaries and fringe benefits for these positions will then be negotiated pursuant to [ORS 243.698](#) by the District and the Association within the resources available from the originating fund source.

ARTICLE 2: STATUS OF AGREEMENT

1. This Agreement shall modify or replace any current policies, rules, regulations, procedures, or practices of the District, which are contrary to its terms. This Agreement contains the complete and total agreement between the parties. The District has no obligation to continue any practices or procedures in effect prior to the signing of this Agreement, including practices and procedures in effect before unification, unless they are specifically set forth in this Agreement.
2. This Agreement may be modified in writing when mutually agreeable.
3. There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
4. Negotiations for a successor agreement shall commence with notice by either party after December 15, and shall begin no later than April 15, before the expiration of the current agreement. If neither party gives notice of intent to open negotiations within this time frame, the 150-day bargaining period specified by [ORS 243.712](#) shall begin as of April 15.

ARTICLE 3: MANAGEMENT RIGHTS

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 Constitution of the state of Oregon. Such powers, rights, authority, duties, and responsibilities shall include but not be limited to:

1. Executive management and administrative control of the school system and its properties and facilities;
2. Hiring of employees and the determination of qualifications for employment;
3. Assignment of personnel and direction of work;
4. Determination of the number of days of work, starting and ending times, scheduling of work consistent with the specific provisions of this Agreement;
5. Determination of work and business hours and days;
6. Setting the school calendar;
7. Determination of the services, supplies, equipment, and methods of operations, including automation and institution of new and/or improved methods of operation;
8. Adoption of reasonable rules and regulations;
9. Determination of the location, relocation, opening or closing of District facilities;
10. Determination of the financial policies and procedures of the District, including accounting and public relations procedures;
11. Determination of the size, configuration, and functions of the management of the District;
12. Adoption of policies affecting the selection, testing, or training of employees providing such selection shall be based upon lawful criteria.

The exercise of these powers, rights, authority, duties, and responsibilities by the District is limited only by the specific, written terms of this Agreement in conformance with the Constitution and the laws of the State of Oregon.

ARTICLE 4: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

"Grievance" is a complaint by a member, group of members or NWEA based upon the interpretation, application, or violation of this Agreement. Grievances that are based solely upon the alleged misapplication of District policies, rules, or regulations affecting the employment conditions of members or based upon an alleged inequitable administrative decision pertaining to employment conditions may be pursued under Board Policy GBM. If a grievance involves allegations of both a contract violation and a violation of policies, rules, or regulations, the combined grievance will be processed in accordance with the procedures of this Article, but only the allegation of a contract violation can be taken to arbitration.

2. Grievant

A "grievant" is a member, group of members, or NWEA making the claim.

3. Party of Interest

A "party of interest" includes the member, group of members, or NWEA making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

"Days" shall be the District's workdays, computed based on the program calendar of the aggrieved member (EI/ECSE or NWRES Traditional calendar).

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting staff members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Grievances must be discussed with the immediate supervisor not later than fifteen (15) days after the occurrence of an alleged violation or misapplication of the agreement, or not later than fifteen (15) days after the grievant had first knowledge or should have known of the occurrence of the District's actions or failure to act which the grievant believes constitutes a violation of contract. Failure to file a grievance within the above timelines shall constitute waiver of the grievance.

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Upon agreement of the parties, grievance procedures may be conducted during regular District working

hours for Levels One and Two. Level Three shall be considered at regular or special District meetings. All grievances and decisions shall be in writing.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the contract year, the District and Association will discuss shortening the time for the grievance steps so that, if possible, the grievance procedure can be completed before the end of the contract year.

3. Level One – Immediate Supervisor

Before filing the written grievance, the grievant must first discuss the matter informally with his/her immediate supervisor with the objective of resolving the matter informally. The written grievance must be given to the immediate supervisor within ten (10) days following the informal discussion with the immediate supervisor. Failure to file the grievance within that time limit shall constitute a waiver of the grievance. The supervisor will issue a written decision to the grievant within five (5) days after receipt of the written grievance. If the grievant is NWEA, the grievance may start at Level Two if multiple supervisors are involved. If a grievance is filed by NWEA on behalf of one member, the member must give consent for the grievance to be filed on their behalf.

4. Level Two – Superintendent of the District

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days, the grievant may appeal in writing to the Superintendent or designee within ten (10) days of filing the written grievance at Level One. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as unresolved.

5. Level Three – The Board of Directors

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) days, the grievance may be appealed to the Board within ten (10) days of the written appeal to the Superintendent at Level 2. The Board shall conduct a hearing within twenty (20) days and shall render a written decision to all parties of interest within five (5) days of the time of the hearing.

6. Level Four – Arbitration

(Limited to grievances regarding the interpretation, application, or violation of this Agreement.)

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) days after the District hearing in Level Three, the grievant may request that the Association submit the grievance to arbitration. If the Association elects to do so, it must give the District written notice to initiate arbitration within fifteen (15) days after issuance of the Level Three decision.

- b. Within ten (10) days after such written notice of submission to arbitration, a request for a list of seven arbitrators with residence in Oregon or Washington may be made to the Employment Relations Board by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so elected shall confer with the representative of the District and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issue submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to subtract from, modify, or amend any terms of the Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the District in any matter not specifically contracted away by the District. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring the expense.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. Member

Any grievant may represent themselves at all stages of the grievance procedure through Step Three, or may be represented by the Association. The grievant must be present at all sessions.

2. Reprisals

Neither party shall take any reprisal against the other party as a result of participation in this grievance procedure.

E. MISCELLANEOUS

1. Records of Grievances

No documents, communications, or records, dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the parties of interest and their designated or selected representatives. A representative of the Association may be present at all stages of the grievance procedure. For all District scheduled grievance meetings, the administrator shall be flexible to allow attendance by the grievant and an Association representative.

3. Time Extensions and Waivers

By mutual agreement, any time limit under this grievance procedure can be extended or any step can be waived.

ARTICLE 5: ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

Upon request, the District agrees to furnish to the Association all public information that it has compiled which is necessary for its functioning as exclusive bargaining representative. Upon request, a copy of the budget audit report will be mailed to the Association president within fifteen (15) days after being presented to the Board. Except for material that is available for distribution to the public without cost, the Association is responsible for copying costs. For copying of material that is readily available, the copying charge will be the rate set by Board policy, which covers staff wages for photocopying and routine research, and the cost of materials and equipment. If the copying will require unusual amounts of personnel time to research or assemble material, the District will inform the Association in advance of the additional costs for the personnel time.

B. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use District equipment that is generally available to unit members at their work sites, including computers, duplicating equipment, calculating machines, district e-mail for notification and scheduling of meetings and other types of audio-visual and telecommunications equipment, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. Other than arranging use of ESD facilities for unit meetings, scheduling and announcing Association meetings and for arranging meetings with District management, the District electronic mail and internet are not to be used for Association business without specific advance approval of the superintendent or designee.

C. USE OF DISTRICT FACILITIES

Facilities in District buildings may be used for Association meetings on normal workdays between 7 a.m. and 10 p.m. during non-duty hours, provided that such meetings shall not interfere with the normal District operations, do not cause additional expense to the District (excluding utility costs), do not create additional security problems and arrangements are made with the appropriate manager in advance. Usage after 5 p.m. must be approved by the Superintendent or designee.

D. BULLETIN BOARDS

Members shall have the use of designated bulletin board space in each service center.

E. SCHOOL BOARD MEETINGS

The Association will have the opportunity to suggest items for the agenda and to speak on those items. The Board will consider such items for placement on the agenda so long as those matters are made known to the Superintendent's office no later than ten (10)

days prior to the scheduled date of the meeting.

F. RELEASED TIME

A member engaged during the school day in negotiating on behalf of the Association or participating in any grievance meeting with any representative of the District shall be released from his/her regular duties without loss of salary if the District agrees to schedule a negotiation session or grievance meeting during the workday.

G. MAIL FACILITIES AND MAILBOXES

The president and representatives of the Association may use the District mail service and mailboxes for communications of a routine nature. Such communications shall not, as determined by the administrator in charge of the building or department in question, disrupt the educational process, cause unlawful activities, or interfere with the authority of the District or administration. The administrator may require that particular notice or communications not be available to students, the public, or employees of the District who are not in the bargaining unit. The Association shall hold the District harmless and shall defend the District against all charges and complaints arising out of the Association's use of District mail services and mailboxes.

H. BOARD MEETING PACKET

A copy of the Board meeting packet, including revisions, exclusive of confidential materials, shall be made available to the Association president the same day the materials are made available to the Board. Included will be information regarding any proposal to act on new or revised policies affecting members in the unit.

The association president shall receive notice that the board agenda is complete and posted on the website.

I. ASSOCIATION BUSINESS

The District agrees to release the Association President from regular duties without loss of salary for the equivalent of two days per month on a schedule that is mutually agreeable to the District and the Association. Upon request of the Association, other Association Officers may be granted access to this leave, with the approval of the District. The District's approval shall not be unreasonably withheld. The cost of a substitute will be shared by the Association and the District. This release time shall be for the purpose of contract administration and maintenance, including handling grievances and negotiations related duties. The District will provide a convenient office space, phone accessibility, and mail pickup and delivery during scheduled office hours for the Association President. The District will provide office space in either the Washington service center or the President's closest service center with a phone and mail pickup and delivery during scheduled office hours.

ARTICLE 6: WORKING CONDITIONS

A. LABOR MANAGEMENT COMMITTEE

Representatives of NWEA and NWRESD Administration shall form a joint Labor-Management Committee to encourage labor-management cooperation. The Committee will meet regularly to create opportunities for resolving problems identified by either side, and to provide a forum for communication, to track issues, gather and exchange relevant information, research concerns, engage in joint problem-solving, and to accept responsibility for follow through. The committee shall be formed no later than September 30 annually, with each party appointing an equal number of members. The Committee shall meet monthly at a mutually agreed upon time. Agenda items shall be identified in advance of the meeting for the purpose of planning and to aid in early response to concerns. The Committee may invite representatives from either side to attend the regularly scheduled meeting when they have relevant information related to an item on the agenda for the purpose of furthering understanding and problem-solving. The Labor Management Committee may elect to form an Ad Hoc Committee, limited to a specific topic, for further research, discovery, and problem solving related to a concern. The Ad Hoc Committee shall bring their findings and suggestions back to the Labor Management Team.

B. PLANNING AND PREPARATION TIME

1. Planning and preparation time is time during the workday for instructional planning and preparation for the individual member's professional assignment. The member and the Department Director shall determine and schedule the amount of time necessary for prep time. NWRESD will annually review with all Administrators the contractual requirements associated with prep time. Labor Management committee will include prep time as an agenda item at least two times per school- year for review of any concerns raised by members.
2. Members, either individually for those with unique assignments, or in groups of members with like assignments, will meet with the direct supervisor to establish appropriate preparation time. The administration will initiate and schedule the meetings required in this paragraph. The meetings will take place by the end of September of each year and also after a schedule change or reassignment. Any member who is not able to resolve to his/her satisfaction the scheduling of preparation time may appeal the matter to the Chief Human Resources Officer, who will meet with the supervisor and employee to hear and resolve the matter. Unless the member and supervisor agree to a different schedule, a full-time member will have a minimum of 300 minutes per five-day week of prep time during the regular eight-hour day. Reasonable efforts will be made to schedule prep time in blocks of at least thirty (30) minutes. For staff who work in ECSE and teach classes at early childhood centers, reasonable efforts will be made to not include the 15 minutes before a class begins and 15 minutes after a class ends as prep/planning time because of duty assignments related to the supervision of and assistance with students who are arriving/departing

via parent or bus transportation.

3. Scheduled preparation time will, except in unusual or emergency situations, not be scheduled by the supervisor for meetings or other duties, except with the member's agreement. A member may make a request to the supervisor for release time or other assistance if the member feels that IEP/IFSP preparation or required meetings are unreasonably infringing on preparation time or causing excessive meetings outside the workday.
4. If a member believes that the workload assigned is unreasonable or unmanageable, or cannot be accomplished during the workday, the member may request a meeting with the supervisor to try to resolve the issue. If resolution is not reached through this meeting, the member may request a meeting with the Chief Human Resources Officer. The member has the right to Association representation for these meetings.
5. If a member is asked to teach a class for an absent member, they will be additionally compensated for time spent teaching the class at the hourly substitute rate. In the event a member is on an extended leave, reasonable efforts will be made to get a long-term substitute for the position. When a member is asked to substitute for a colleague's class on a long term basis, which is defined for the purposes of this article as two weeks or greater, then the member will be additionally paid for actual time spent teaching the class at the long-term hourly substitute rate. The rate of pay for the long-term substitute assignment will begin on the first day of the long-term assignment.

C. WORK YEAR

1. The normal contract year shall consist of 190 days, including seven (7) paid holidays (Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day). However, depending on District needs, teaching positions may be created for fewer or more days per year, with salary determined on a pro-rata basis. An employee is not guaranteed the same number of contractual workdays from one year to the next.
2. The salary schedule in Appendix A is based on a 190-day work year.
3. In the event that a constituent district to which a member is assigned is not open for, or reduces its calendar below 185 contract days, the number of contract days of any member assigned to the constituent district may be reduced by the same number of days the constituent district reduces its calendar below 185 contract days. Compensation will be prorated accordingly. This article does not affect the District's right to lay off members. In the event that the number of contract days for a member is reduced by more than thirty (30) days pursuant to this provision, effective on the thirty-first (31st) day, the member shall come under the provisions of the Article on layoff. Whenever possible, a member whose days are reduced by a constituent district's schedule shall be temporarily assigned to a vacant position or program in which there is a need to have work performed.

4. If the District intends to implement a work year for a program which departs significantly from the traditional work year, it will notify the Association in advance and will engage in a collaborative discussion process with the Association and affected employees about the reasons for the change and the impact on the employees.
5. Variations in individual schedules shall be determined by the supervisor in conjunction with the member. Except for unavoidable emergency situations when conflicts exist between required meetings of local school districts and ESD meetings, the school district's meeting will take precedence.
6. Members shall not report to work nor shall members suffer any loss of pay on days when the employees of the school district(s) to which the member is assigned on that day are not required to report to work due to inclement weather or emergencies. Itinerant staff serving multiple school districts will contact his/her supervisor and collaborate on the most reasonable location to report to work if emergency closures occur at the site(s) scheduled for the day. The District may arrange for an alternate work location to which the affected employee may be required to report. The District shall have the right to require members to make up the time lost without additional pay as long as the total days worked does not exceed the member's maximum work year days. In the event a school building or the school district to which a member is assigned is closed after the start of the school day, the member shall remain at the workplace until released by an authorized officer of either the local district or the District.
7. When a member believes he/she has been instructed to perform work under hazardous conditions, he/she shall have the right to discuss his/her concerns with his/her supervisor. After such meeting, if the member still believes conditions are hazardous, he/she shall immediately notify the Department Director of the hazardous condition. The Department Director will make a determination regarding the member's concern and may refer the matter to the safety committee in the County where the condition exists for review and follow-up. A member may, at any time, bring safety concerns to the safety committee in the County where the condition exists.
8. This Agreement does not guarantee staffing levels.

D. WORKDAY

1. The regular workday shall be eight (8) hours, including a 30-minute duty-free lunch.
2. Time outside the regular eight-hour day necessary for meetings or other scheduled professional obligations shall be kept to a minimum
3. Members may not be required to participate in more than two (2) unpaid evening events per year beyond their scheduled workday. If a component district requests a member's presence at an event that exceeds the maximum of two events, the Human Resources Office must approve the request. If the component district schedule does not adjust for the evening time, the extended duty shall be compensated at the

employee's hourly rate.

4. Staff meetings which extend beyond the regular eight-hour day will be kept to a minimum and may not go beyond 5 pm. No member will be required to attend such staff meetings beyond the workday for more than 2 hours per month. Members will be given at least a one-week notice of staff meetings, unless called in response to an emergency.
5. On grading days when the host district allows their employees to work on grades at home, ESD members shall also be allowed to complete their grades at home.

F. SUBCONTRACTED EMPLOYEES

The District's Chief Human Resources Officer shall inform any subcontracted employees that their employment is temporary as described by statute and by the negotiated contract. At the end of 90 workdays, the contracted employee will be offered continued employment as a bargaining unit member. Any contract beyond the 90-day limit shall be considered month to month while the District pursues a member for the position.

ARTICLE 7: FILES

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file exclusive of materials received prior to the date of his/her employment by the District. Upon request, the employee shall be given a copy of any documents contained in the personnel file. One representative of the Association may, at the employee's request, accompany the employee in their review. Each employee's personnel file subject to review shall contain the following minimum items of information:
1. All employee evaluation reports.
 2. Copy of the member's license.
 3. Transcript of academic records were issued.
 4. District recommendation for contract status.
- B. No evaluation, complaint, or written record of disciplinary action shall be placed in the file until the employee has had the opportunity to review such materials and affix his/her signature to the copy to be filed. Such signature in no way indicates agreement with the contents thereof. The employee may respond to any item placed in the member's personnel file and the response shall become a part of that file.

ARTICLE 8: PAID LEAVES

A. SICK LEAVE

1. Accrual

In accordance with [ORS 332.507](#), each member shall be allowed ten (10) sick leave days at full pay during the school year, or one day per month, whichever is greater. Paid sick leave days will be credited to members employed or on paid status only part of the school year on a prorated basis; the value of sick leave used in excess of entitlement shall be deducted from the member's paycheck. On or before November 1 of each new school year, each employee shall receive a statement of accumulated sick leave days. Any individual who leaves employment with the District having used more sick leave than was actually earned as of the date the employee left employment shall have the value of the used but unearned sick leave withheld from his/her final paycheck.

2. Carry Forward

Pursuant to [ORS 332.507](#), a member who has completed thirty (30) days of service with the District and who has accumulated sick leave during employment in another Oregon school district shall, upon proper verification, be credited with the number of sick leave days so accumulated by the previous employing school district.

3. Use

- a. Accrued sick leave can be used to maintain the member's salary during periods of personal illness, or the illness of a child under 18 living in the member's home. After 5 consecutive days of personal illness, the employee will be required to obtain a doctor's release to return to work.
- b. A member's accrued sick leave may also be used under Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) for: Sick Child, Illness in Family, Parental Leave, Bereavement Leave, Military Exigency, and other leaves as defined in [ORS 659A.270 - 659A.285](#).
- c. Under [ORS 653.601-661](#), "Sick Time", a member may use 40 total hours of their accrued personal Sick Leave to care for a sick family member(s) before being required to complete FMLA/OFLA application. Members will be required to complete FMLA/OFLA paperwork for the determination of eligibility to use leave for these purposes in excess of a total of 40 hours for all use related to any "family member(s)".
- d. "Family member" is defined in statute as the employee's:
 - i. Spouse or same-gender domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
 - iii. Child, step-child, or child of employee's same-gender domestic partner
 - iv. A person with whom the employee is or has been *in loco parentis to; or

- was previously in loco parentis of
- v. Grandparent or grandchild of the employee

* "In loco parentis" means the place of a parent, having financial or day to day responsibility for the care of a child. A legal or biological relationship is not required.

B. BEREAVEMENT

1. Each member shall be granted up to five (5) paid days leave of absence per occurrence, non-accumulative, in the event of the death of a member's immediate family. This includes:
 - a. member's spouse/domestic partner (same or opposite sex)
 - b. the member's or member's spouse's/domestic partner's parents
 - c. child or grandchild of the member or member's spouse/domestic partner
 - d. grandparents of the member or member's spouse/domestic partner
 - e. brothers or sisters of the member or member's spouse/domestic partner
 - f. a person regularly residing in the member's residence
2. An employee may qualify for ten (10) days bereavement leave under Oregon Family Leave Act. Eligibility determination is made by OFLA application. If an employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described in 1. above.
 - a. "Family member" is defined in statute as the employee's:
 - i. Spouse or same-gender domestic partner
 - ii. Parent, Parent-in-law, or parent of employee's same gender domestic partner
 - iii. Child, step-child, or child of employee's same-gender domestic partner
 - iv. A person with whom the employee is or has been *in loco parentis to; or was previously in loco parentis of
 - v. grandparent or grandchild of the employee
 - b. The leave is limited to 10 days total per occurrence and must be completed within 60 days of the date the employee learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave.

If the member qualifies for bereavement under OFLA, the member may use accrued sick leave for the five (5) days not covered under part 1 above.

C. INJURY ON DUTY

1. Employees will suffer no loss in pay or benefits as a result of workplace illnesses and injuries, including the first three (3) days of absence not compensated by Workers' Compensation payments. If a Worker's Compensation claim is denied, the District may deduct the first three (3) days of absence from the employee's sick leave or deduct from the pay if the employee has exhausted all paid leaves.

After three (3) days, sick leave may be drawn on a pro-rata basis and added to the Worker's Compensation benefits for an approved claim. The combined pay shall not exceed the employee's regular salary.

E. LEGAL

1. A member shall be granted leave with pay for service as a juror but the compensation paid to such member for the period of the leave shall be reduced by the amount of the compensation received by the member for such jury service; upon being excused from jury service during any day before 1:00 p.m., the member shall immediately return to complete his/her assignment for the remainder of their regular workday. This provision shall also apply to service as a witness in response to a subpoena; however, it does not apply when a member is involved as a litigant for personal reasons.
2. Court appearance leave shall not be provided in any instance where the member is a plaintiff or a witness for a plaintiff in any judicial, quasi-judicial, or administrative hearing wherein the District, the District's Board members, or the District's administrators or other agents, including insurers and the Workers' Compensation carrier, are named as defendants.
3. Fees received for service as a witness or juror on workdays are to be paid to the District, but mileage and/or expense moneys received are to be retained by the employee.

F. PERSONAL/EMERGENCY

1. Each member shall be granted up to three (3) days per year, total, leave of absence, non-accumulative, for personal matters that require absence during school hours. Personal leave shall be provided for all bargaining unit members at their prorated amount according to their full-time equivalency (FTE). These days are accessible at the beginning of the year.
2. Notice to the member's supervisor shall be given at least one (1) day in advance, except in the case of emergency.

Personal leave may not be used in connection with a second business or income or, except in emergency situations, on the following days:

- a. To extend winter break (the day before or after)
- b. To extend spring break (the day before or after)
- c. To extend paid holidays in this contract
- d. The first day of school
- e. The last day of school
- f. The first or last student contact day of the school year

For extenuating circumstances, exceptions to the exclusion of the use of personal leave on the days listed above will be considered by labor/management.

Personal leave but not emergency leave use shall be contingent upon approval from the employee's supervisor before leave is taken. The employee will not be asked to provide a reason for the use of personal leave, but only that the leave is not being used for one of the prohibited purposes or prohibited days described above.

3. Personal leave must be used in blocks of full or half days if a substitute is required.

Additional days of paid leave may be approved by the Superintendent or designee in case of an emergency and submission of supporting documentation.

4. At the end of each school year, all bargaining members shall have the option of pay for unused personal leave. The rate of pay shall be the current substitute rate for a full day and will be included in the final paycheck for the calendar school year.

G. MILITARY

1. Annual Active Duty Training An employee serving as a member of the National Guard or any reserve component of the armed forces of the United States will be granted leave with pay for active duty required in fulfillment of military obligations, upon application, for a period not exceeding fifteen (15) calendar days (a maximum of 11 workdays) in one (1) calendar year, except that he/she must have been serving in public employment within the state for a period of six (6) months preceding his/her application to receive regular pay for his/her period of leave.
2. Long-term unpaid military leave shall be provided as required by state and federal law.

H. PROFESSIONAL LEAVE

1. Attendance at professional meetings, workshops, and institutions, and visitations to exemplary programs and projects scheduled during working hours or non-working hours and considered of importance is encouraged. Employees will submit the completed leave request to the Chief Human Resources Officer on the form prescribed by the District. Prior approval by the program administrator and Chief Human Resources Officer shall be required for both attendance and reimbursement. Personnel using professional leave at the expense of the District shall present a complete report of all activities when requested to do so. Funding for professional leave is limited as stated in Article 10.

ARTICLE 9: UNPAID LEAVES OF ABSENCE

A. GENERAL

1. Application for unpaid leave should be submitted to the Chief Human Resources Officer.
2. Upon written application on the approved District form, unpaid leaves may be granted by the District for up to one year. Application must be received by the Human Resources Office by the end of March for a planned, non-medical leave in the subsequent school year.
3. An unpaid leave of absence may be granted for the following reasons: participation in federal or international programs (i.e., Peace Corps, teacher/job corps), military leave, professional study, personal, family, or medical (under OFLA or FMLA), governmental service/professional leadership (i.e., elective or appointive positions within government or professional organizations.)
4. The member shall specify the date of expected return to duty at the time of application for leave and shall also confirm, in writing to the Human Resources Office, the intent to return four (4) weeks prior to return.
5. Other paid or unpaid leaves may be granted by the Superintendent or designee.

B. PROVISIONS FOR UNPAID LEAVE

1. A member, upon return from unpaid leave of absence, shall retain all benefits accrued in the District and continue to be listed with the Public Employees Retirement System (P.E.R.S.) in accordance with the P.E.R.S. policy.
2. A member returning to the District following an unpaid leave shall be reassigned to his/her former position or to an equivalent or other appropriate assignment to be determined by the District.
3. All benefits identified in the current agreement, to which a member was entitled at the time leave of absence commenced, including unused sick leave, shall be restored to the member upon return.
4. No benefits shall accrue, nor will the District be responsible to provide any to the member while on an unpaid leave of absence except as required by OFLA or FMLA.
5. While on an approved unpaid leave, the member may continue group insurance programs by paying monthly premiums in advance.
6. Failure to return from leave or to provide written notice as specified will be considered as a resignation unless such leave has been extended in writing by the District.

ARTICLE 10: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT FUND

1. A fund of \$45,000 for reimbursement of tuition costs shall be established and budgeted for each year. Members may apply for tuition reimbursement from the fund. These funds will initially be available for tuition reimbursement for the equivalent value of up to four (4) credit hours for each member. By January 30 of each year, the District will provide the Association president an accounting of the amount of the reimbursement paid out and committed from the available funds, and the remaining balance.
2. If there are unexpended dollars in the tuition reimbursement fund at the end of the fiscal year, members completing job-related course work may be reimbursed for additional expenses as follows:
 - a. First, members who completed a second course for credit shall be reimbursed up to the value of 4 credits at the PSU graduate rate.
 - b. If there are still unexpended funds after (a) above, members who took courses already reimbursed according to the rules above and who have associated course expenses that have not previously been reimbursed (such as books, university dues and fees) may have those expenses reimbursed up to the value of one graduate credit at the PSU rate. These additional expenses do not include the increased amount of a credit at an institution that charges greater than the PSU graduate rate for their credits.
 - c. If there are still unexpended funds after (b) above, members who took three or more courses will be reimbursed for coursework evenly until the fund is exhausted.
3. All full-time regular District members may apply for reimbursement for college classes that are directly related to current position and clearly indicate a benefit to the District and to the member as determined by the District. Less than full-time (.5 to .99 FTE) District members may apply for reimbursement on a prorated basis reflective of their term of employment with the District. For summer sessions, members may use their four (4) credit hours from the year just completed and the four (4) credit hours from the succeeding year, provided they return to work for the District the subsequent year. The District may deny reimbursement for summer tuition should the member resign and not return to the District the following year.
4. Application for reimbursement for course work will be submitted to the Supervisor. Approval or denial of the course for reimbursement will be obtained by the member prior to the beginning of the course. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working

days after receipt of the request.

6. Reimbursement for approved classes will be paid to the member upon successful completion of the course. The member will provide a transcript showing a C grade or better as evidence of satisfactory completion of college classes. Members will be reimbursed within ten (10) working days upon providing a transcript and supporting receipts.
7. Tuition costs will be limited to the value of the applicable credit hour graduate tuition rate as determined by Portland State University at the time of registration.
8. Tuition reimbursement may be approved for greater than the value of the applicable PSU rate, or more credits approved, upon approval by Superintendent and the Labor Management team to assist the agency in training licensed staff for difficult to fill positions and/or positions to meet program needs.

B. REQUIRED COURSE WORK

1. Beyond the professional development reimbursement program, if the District directs a member or members to take specific course work, the District shall provide 100 percent of the costs for textbooks or supplies associated with that course work, excluding the actual cost of any university credit available for the course. The member may apply for tuition reimbursement as provided above should such credit be desired. Credit earned for such course work may be used toward horizontal movement on the salary schedule as defined in Article 13 (C.2). This section does not apply to courses or programs taken by a member to satisfy the requirements of a program of assistance for improvement, but the member can apply to the professional development fund for reimbursement for those courses.

C. PROFESSIONAL CONFERENCES, WORKSHOPS, PROGRAMS

1. Members may attend conferences, workshops, or special programs when approved in advance by the Supervisor, who will consider program needs. The Human Resources Department will make every attempt to notify the member of the approval or denial within ten (10) working days after they have turned in the request to Human Resources.
2. Reimbursement for expenses including registration fees, meals, lodging, and transportation is subject to advance approval from the Chief Human Resources Officer. Members will be reimbursed within ten (10) working days upon providing appropriate receipts.
3. The District will budget the following for Professional Development: \$60,000 in 2020-21; \$65,000 in 2021-22; \$70,000 in 2022-23.
4. Members are entitled to \$500 in approved workshop expenses, including mileage, until the fund is exhausted. Members may ask for special consideration for conferences that exceed \$500 by mutual agreement of labor and management.

5. The District will provide an accounting of the fund to the Association President in January and July.
6. Labor-Management may meet to address exceptions to the use of conference funds to address a special circumstance or needs.

D. SPEECH/LANGUAGE & SCHOOL PSYCHOLOGIST LICENSING

1. Speech Language Pathologists who desire ASHA certification shall have their ASHA dues paid by the District.
2. School psychologists are eligible to receive the same amount in reimbursement if they are required to obtain a license not already held in order to perform Medicaid billing.

E. MEDICALLY FRAGILE STUDENTS

1. Members may request additional training from the responsible nurse to assist the member in working with medically fragile students. Except in an emergency, the training request will be submitted to the coordinator so that training programs can be made available to other staff as well.

ARTICLE 11: TRAVEL REIMBURSEMENT

Members required in the course of their work to drive personal automobiles will receive an allowance equal to the mileage rate recognized by IRS. Mileage shall be paid for actual mileage driven during the workday excluding the employee's commuting miles.

Commuting miles shall be defined as the miles between the employee's home and designated home base and the designated home base and the employee's home, or the miles between the employee's home and first and last work assignment. The home base shall be a single designated regional office and/or classroom starting point. Home base shall be defined as the location where the employee performs the greatest percentage of their work. The employee and supervisor will establish the home base assignment during the first week of the new school year. If an employee is given a reassignment resulting in a change to home base designation s/he may request the Superintendent review the home base. A form for such review shall be developed annually by a labor-management committee.

ARTICLE 12: INSURANCE BENEFITS

A. TYPES OF COVERAGE

1. Medical/Dental/Vision

- a. Effective October 1, 2020, for each eligible full-time member the District shall contribute the cap amounts set forth below toward the premium costs of insurance coverage. Part time employees with an FTE of .5 and above shall receive a prorated amount according to their FTE. Employees will select from one of the available plans.
- b. For the 2020-21 insurance year (October 1, 2020 through September 30, 2021), the District shall contribute \$ \$1,348 per month, as necessary to pay the premium cost. For the 2021-22 insurance year, the District shall contribute \$1,423 per month, as necessary to pay the premium cost. For the 2022-23 insurance year, the District shall contribute \$1,498 per month, as necessary to pay the premium cost. The employee will pay any additional necessary medical premium, dental and/or vision premium by payroll deduction.
- c. Based on data from October 1, 2020 to April 15, 2021, NWEA and NWRESD will project the estimated balance of the pool as of September 30, 2021, the end of the plan year. If the balance is projected to be less than \$250,000, this will trigger an economic reopener or Insurance Benefits for the 2021-22 insurance year. This shall be negotiated along with cola for 2021-22 and 2022-23 in the spring of 2021.
- d. Based on data from October 1, 2021 to April 15, 2022, NWEA and NWRESD will project the estimated balance of the pool as of September 30, 2022, the end of the plan year. If the balance is projected to be less than \$250,000, this will trigger an economic reopener for Insurance Benefits only for the 2022-23 insurance year. This shall be negotiated in the spring of 2022.
- e. The application of the District insurance contribution and the implementation of the pooling method for each insurance year shall be developed by the Insurance Committee (1d below). The distribution of the pool and insurance selection incentives shall be prepared and attached to this document as an Appendix upon completion.
- f. The Association will appoint representatives to a joint labor/management insurance committee, to review all plans approved by OEBC for the next school year. Members of the committee will then report all relevant information to the Association. The Association, in partnership with the District will determine the members rate schedules and medical, vision and dental plans offered for the next school year.
- g. Employees eligible for a District insurance contribution, but who choose not to obtain insurance coverage, may “opt out” in accordance with the underwriting

rules and regulations as set forth by OEGB. An eligible employee who "opts out" of insurance shall receive a monthly contribution to their qualified Section 125 or HRA/VEBA plan. Part time employees with an FTE of .5 and above shall have the "opt out" option prorated according to their FTE.

- h. The difference between the "opt out" contribution and the District contribution shall be included in the pooling fund.

2. Long-term Disability Insurance

During the term of this Agreement, the employee shall pay the premiums for qualified members for a long-term disability benefit plan which equals 60 percent of insured monthly earnings with no greater than a sixty (60) calendar day elimination period.

3. Life Insurance

For each eligible member, a \$10,000 group life, accidental death, or dismemberment policy approved by the District.

- a. In the event there is no successor agreement, the District's obligation toward the premiums for insurance listed herein shall be "capped" at the amounts that exist in the final month of this Agreement.
- b. Less than full-time (.5 to .99 FTE) members will receive prorated benefits based on the coverage for which he/she would be eligible if he/she worked full-time. The prorated amount may be applied toward any of the negotiated coverage for which the member is eligible.
- c. The District agrees to provide the herein-mentioned plans within the underwriting rules and regulations of and as set forth by the carrier(s). However, if said carrier(s) amend said rules or regulations during the term of this Agreement, either party may reopen negotiations on the impact of said amendments.
- d. Coverage described above shall be provided by the carrier or carriers selected by the District. Coverage shall become effective on October 1 of the current contract year subject to confirmation by the insurance carrier as to the dates coverage for each individual goes into effect. Coverage for new members starting the 15th of the month or before will begin the 1st of the following month. Coverage for new members starting after the 15th will begin the first of the month following the first full month of employment.

ARTICLE 13: SALARY SCHEDULE

The salary schedule for 2020-21, is attached as Appendix A. The salary schedule for the 2020-21 work year reflects a 1.85% cost of living increase over the 2019-20 salary schedule. The cost of living increase to the salary schedules for the 2021-22 and 2022-23 school years shall be negotiated in the spring of 2021. The parties agree to begin such negotiations by April 15, 2021.

Members employed by the District .5 FTE and above will be eligible for step movement, excluding temporary employees working less than 135 days in the school year. Step movement for 2020-21, 2021-22, and 2022-23, shall be granted.

- A. Pursuant to [ORS 243.712\(d\)](#), step increases on the salary scale are not "status quo" conditions.
- B. The individual P.E.R.S. contribution of 6 percent shall be paid by members through a payroll deduction from pre-tax dollars.

C. Placement on the Salary Schedule

- 1. Members newly hired during the term of this Agreement may be given full credit for up to thirteen (13) years' previous licensed/teaching experience. In unusual circumstances, the Superintendent may grant additional credit. Relevant experience other than preschool, elementary, or secondary teaching may be counted if, in the judgment of the Superintendent, it is directly related to the assignment of the member.
- 2. To be eligible to move horizontally from column to column on the salary schedule, course work must meet the following requirement and be approved by the supervisor and Chief Human Resources Officer in advance of registration:
 - a. Graduate level college credit courses directly related to the teaching/professional (School Psychologists, Speech Pathologists, etc.) assignment.
- 3. The District shall be obligated to place in the proper column retroactively to the first working day of the work year any member who has completed course work prior to September 1 entitling him/her to such movement. The member shall submit appropriate proof of completed course work to the Superintendent by October 1 to be eligible for movement, except when the delay in proof is not the fault of the member.

H. Second Language Stipend

1. The parties acknowledge the growing population of English learners in our region, the parties further acknowledge that the ability to speak a second language is a benefit in providing quality educational services to our diverse student population.
2. Annually, the District shall look at home language data from the 20 districts in the NWRESD service area to determine the three most spoken languages other than English. Data for 2019-20 school year reflects that Spanish, Chinese, and Vietnamese are the three most spoken languages in our region.
3. NWEA members who are determined to be proficient in any of the identified three languages shall receive a stipend of \$1000 in addition to their regular annual salary.
4. Proficiency shall be determined by a standardized test, arranged by the HR office, and conducted by a qualified assessment service provider. Members who speak one of the three identified languages shall request a proficiency test by September 1 annually.
5. For 2020-21 this \$1000 stipend shall be paid in the October paycheck to allow time for identification of members and for the conducting of proficiency testing. In subsequent years, this shall be the September paycheck annually.
6. Once proficiency is established for any member, assessment is not required annually.

ARTICLE 14: PAYROLL DEDUCTIONS

A. The District will deduct employee premiums for insurance coverage from the monthly salaries of members. In addition, the District will make the following deductions from payroll, if requested by the member in writing:

1. Contributions to the United Way and other charitable organizations approved by NWRESA.
2. Association dues;
3. TSA, 403(b)(7) and 457 plans
4. Cafeteria 125 plan (FSA, HSA).

B. Payroll deductions shall continue in effect until revoked in writing by the member.

C. Direct deposit to a bank or credit union is available to any member.

D. ASSOCIATION DUES

1. Dues Deduction: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each.
2. An Employee who wishes to terminate dues deduction shall provide the Association with written notice. Notice of termination of dues deduction will become effective on October 1 following the Association receipt of the written notice. The Association shall notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following notification.
3. Dues deducted shall be transmitted to the Association within five (5) working days of deduction.

ARTICLE 15: LAYOFF AND RECALL

- A. The District shall determine when a layoff is necessary and which program areas shall be affected. When a layoff occurs, the District shall inform the Association president and those members affected as soon as practicable, which will be no later than 30 days before the effective date unless the layoff is the result of an unexpected change.
- B. If layoffs are being considered, the labor management team will meet to discuss whether any of the following may be possible to reduce the number of positions that may be affected: early retirement incentive (ERI) plan, voluntary reductions in FTE or leave of absence with a guarantee of a return to prior FTE on a specific timeline. Any agreed upon plan shall be forwarded to the Board and Association for ratification.
- C. The District shall make every reasonable effort to transfer members whose assignments are eliminated to other positions for which they are qualified. Notice of transfer opportunity shall be delivered personally, or by certified mail. To accept the transfer, the member must respond within five (5) calendar days of receipt of the personal notice or within seven (7) calendar days of mailing of the notice. A member may refuse one transfer opportunity, and thus take a layoff instead of the transfer.
- D. Where existing members of the bargaining unit cannot be transferred to other positions for which they are qualified through every reasonable effort, the District shall reduce staff in accordance with [ORS 342.934](#). Licensure and seniority will govern unless a competence or merit difference is demonstrable and significant for the position. Competence includes possessing the current requirements for the position, as reflected in the job description and recent job posting. For members who are licensed specialists such as speech pathologists, psychologists, occupational therapists, physical therapists, nurses, and audiologists, competence shall include recent experience within the employee's specialty area. Before selecting a less senior member based on competence, the District will consider the ability and willingness of the senior member who holds the appropriate license to satisfy the competence standard by upgrading his or her skills within a reasonable time. Merit shall be determined primarily by the member's current District evaluation. A member who has been non-renewed or non-extended has less merit for purposes of this article as other members qualified to fill the position.
- E. Seniority: For the purposes of this agreement, "seniority" shall be defined as a member's length of service as a licensed employee with the District or any of its predecessors inclusive of approved leaves of absence.

RECALL PROCEDURE

- A. Members shall maintain recall rights for twenty-seven (27) months following layoff. Recall shall be offered to the most senior member on the recall list with appropriate licensure unless the District wishes to use the merit and/or competence exceptions of [ORS 342.934](#).
- B. Notice of recall shall be by personal delivery or certified mail to last known address. The member shall accept or reject recall in writing within five (5) calendar days after

personal service. If delivery is by certified mail, the member shall accept or reject recall in writing within seven (7) calendar days of mailing the notice.

- C. A member shall lose the right to recall by resigning or failing to accept an offer of recall to a position. However, acceptance, or non-acceptance of an offer of recall to a position of less than full-time shall not cause the member to lose recall rights to a full-time position.
- D. If a member has not already rejected one (1) transfer opportunity under Section B above, a member may also reject one recall opportunity without losing recall rights.
- E. A recalled member must report to work within two (2) weeks of acceptance of recall, or later if a later date of recall is given by the District. A recalled member who is under contract to another district at the time of recall shall be allowed up to sixty (60) days to report for duty following written acceptance of the District's notice of recall if that district is not willing to immediately release the member.
- F. Subject to the provider's approval, members released under this article shall have the right to continue participation in the group medical insurance plan, provided they pay the regular monthly premiums in advance.

ARTICLE 16: RIGHTS OF EMPLOYEES

A. PERSONAL LIFE

The personal life of a member is not an appropriate concern of the District except insofar as it adversely impacts the member's performance of District and State standards of performance and job responsibilities.

B. CRITICISM OF STAFF

All members are expected to act in a professional manner to address in private any concerns or complaints about any ESD or contracting District's members.

C. NON-DISCRIMINATION

The District shall not discriminate against any member based upon race, sex, sexual orientation, national origin, religion, marital status, age, or handicapping condition that does not prevent performance of bona fide occupational requirements. Members shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the District through representatives of their choosing. The District shall not abridge any rights established under federal and state law for members to engage in political activities. Grievances brought under this Section C may be taken only to Level Two. Any further challenge shall be filed with the appropriate governmental agency or court, under the relevant laws and regulations.

D. DISCIPLINE

All reprimands and unpaid suspensions shall be for just cause and shall be subject to the grievance procedure. Dismissal and non-renewal of staff and evaluations are specifically excluded from this section.

E. DUE PROCESS

Due process rights shall be afforded the member in cases when discipline, dismissal, or non-renewal is being considered. Due process prior to District action includes the right to a statement of the charges or potential charges, a right to representation by the Association, and the right to respond to the charges to the member's supervisor or other designated administrator. Members also have the right to a full post-termination hearing, before the school board (in the case of probationary members) or through the Fair Dismissal Appeals process (after completing the probationary period) in case of non-renewal or dismissal, including the rights to give testimony, call and cross-examine witnesses.

G. REQUIRED MEETINGS OR HEARINGS

If a member is required to participate in an interview with a District representative in which the member's performance or behavior is being investigated, the member is entitled to representation by the Association. The District will advise the member of the purpose of the meeting before the meeting.

H. MEMBERS NOT COVERED BY FAIR DISMISSAL LAW

Members not covered by the Fair Dismissal Law will be provided rights to appeal any dismissal or non-renewal under the same procedures and standards of review and for the same reasons as if the member were TSPC licensed. Dismissed or non-renewed members prior to the start of their fourth year with the District shall be provided a hearing before the school board under ORS 332.544. Dismissed members who have worked four (4) years or more for the District shall be provided a hearing before an arbitrator under the standards and procedures applicable to the Fair Dismissal Appeals Board.

ARTICLE 17: COMPLAINT PROCEDURES

- A. Definition of Complaint. A complaint is a formal negative report or criticism of a member filed in a timely manner with the District by a parent, student, non-District building administrator, community member, or non-administrative District employee, and which includes a written demand for a sanction against the member.
- B. Complaint Procedure. If the District intends to make a complaint part of a member's personnel file, the following procedure shall be utilized within ten District business days of receipt of the complaint:
 - 1. The member will be informed of the nature of the complaint in writing and, if the complaint is committed to writing by the complainant, will be given a copy of the written complaint.
 - 2. After having been given notice of the complaint, the member may request and shall be granted a meeting with his/her supervisor to discuss the complaint. The member shall have the right of representation at any meeting or conference held as a part of the procedure for resolving complaints.
 - 3. If a written complaint is not handled in accordance with this procedure, it will not be used in the member's evaluation and shall not be the basis of any subsequent action.
 - 4. If a complaint has been thoroughly investigated and determined to be unfounded, no record of that complaint will be placed in the member's personnel file or used as the basis for disciplinary action.
 - 5. All complaints put in the member's personnel file will be signed by the member and the member will have the right to attach a rebuttal.

ARTICLE 18: PROVISIONS RELATING TO STUDENTS

STUDENT DISCIPLINE

- A. At District sites within public or private school facilities, discipline procedures will be those of the building, adapted, if necessary, to be consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- B. At District programs not housed within other school sites, the staff will develop a student discipline procedure and implement it, consistent with any specialized instruction or behavioral plan (including IEP, IFSP, 504, etc.).
- C. When, in the judgment of a member, after exhausting all appropriate classroom remedies, a student's behavior seriously disrupts the instructional program to the detriment of other students, the member will follow the site's established procedure or will contact their supervisor for assistance.
- D. Members shall be expected to attend to their students' disruptive behavior. Such behavior may necessitate leaving the classroom. In such cases, the member or the educational assistant may be utilized to monitor such occurrences.
- E. Members shall be expected to respond in a manner appropriate to a situation involving disruptive students not assigned to said member.
- F. Members, in the absence of negligence, shall not be responsible for damage caused by the acting out of disruptive students.

ARTICLE 19: MEMBER EVALUATION

A. PURPOSE

The purpose of the evaluation is to aid the member in making continued professional growth and to determine the member's performance of job responsibilities.

B. COMMITTEE TO REVIEW EVALUATION PROCEDURES

A joint committee of District Administrators and NWEA appointed members shall collaborate to make a recommendation to the Board regarding member evaluation handbook. Each member shall receive a copy of the instrument prior to the first evaluation observation. Evaluation procedures shall be consistent with ORS provisions, but will include a process for improvement and assistance.

C. PROCEDURE

The District will conduct member evaluation in accordance with [ORS 342.850](#). Each member shall receive a copy of the instrument prior to the first evaluation observation.

1. Performance of all members shall be evaluated in writing. Probationary members shall have multiple observations with an annual evaluation. Contract members shall be evaluated on a frequency determined by the evaluation procedure.
2. Evaluations of instructional performance shall be based, among other factors, on the supervisor's personal observation. The supervisor will provide feedback to the member within fifteen (15) calendar days of an observation, or within another time frame mutually agreed to by the supervisor and member.
3. Any member whose competency or performance is determined to be in need of improvement shall be so notified in writing with the particular deficiencies identified. Suggestions for improvement shall be given in writing.
4. For contract members who demonstrate deficiencies in work performance which are subject to improvement through assistance, a program of assistance for improvement will be done prior to dismissal or final non-renewal action and shall be based on the listed statutory grounds for termination.
5. The written evaluation document will be given to the member in a meeting with the supervisor at which it is discussed. If the document is revised as a result of that meeting, the final evaluation document will be given to the member within ten (10) days of that meeting. The member will sign one copy of the evaluation document and return it to the supervisor and will retain a copy for the member's records. In the event that the member feels that the evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel files.

ARTICLE 20: VACANCIES, ASSIGNMENTS AND TRANSFERS

A. DEFINITIONS

1. Vacancy shall mean an unfilled position for which no member returning from leave or layoff has been assigned.
2. Assignment shall mean the specific license-required services to be provided in a given location and/or program.
 - a. Location shall mean the county in which services are provided (members may be assigned to programs in more than one county).
 - b. Examples of "Program": Autism Spectrum Disorders services; Department of Schools Programs (e.g. Levi Anderson, Cascade Academy, Pacific Academy, REACH, YCDTP, ADTP); Deaf/Hard of Hearing programs (classrooms and itinerant services); Speech Language Pathology services; Vision services; AC/AT program; Early Intervention/Early Childhood Special Education (EI/ECSE) programs (includes home visits, classrooms, and community).
3. Member Initiated Transfer Request shall mean a requested change in assignment.
4. District Initiated Transfer shall mean:
 - a. Change of assignment initiated by NWRESD during the regular school year.
 - b. An assignment for the following year, made by June 10, from one program to another or to a different county.

B. VACANCY

Whenever the District decides to fill a vacancy or new position in the bargaining unit during the scheduled school year, the District shall announce vacancies and new positions on the NWRESD website and online application system, and will notify the Association president in writing of the opening including a job description. Such vacancy or position shall not be filled before eight (8) calendar days have elapsed from the date of publication and posting. This posting requirement shall not apply to temporary positions.

C. ASSIGNMENT

1. All members shall be notified by June 10 of their tentative assignment and work calendar for the following school year. In the event a change is made after June 10, the member shall be notified in writing of such a change.
2. Members newly hired into the District shall be notified of their tentative assignment and work calendar for the following school year.

D. MEMBER INITIATED TRANSFERS

1. The Board recognizes that it is desirable in making assignments to consider the interests, aspirations, and length of service of its employees.
2. A request by an employee for transfer to a different assignment when a vacancy exists shall be made in writing to the Human Resources Office.
3. The request shall set forth the reasons for transfer, the school, grade, or position sought, date of hire, and the member's academic and/or related job qualifications.

E. DISTRICT INITIATED TRANSFERS

1. District initiated transfers may be required by changes in staffing needs for various reasons such as, but not limited to, program reconfiguration, staff realignment, changes in enrollment, and program requests from local school districts.
2. Notice of a district-initiated transfer will be given to the Association President and affected member as soon as possible. The transfer will be completed only after a meeting between the member, the supervisor, and the Assistant Superintendent of Human Resources or designee, at which time the member will be notified of the reason for the transfer.
3. Member(s) being transferred will be informed of all appropriate vacancies known at the time the transfer discussion is occurring. The member's desire to fill an appropriate vacancy shall be granted except in situations where layoff or district request has created a "hold" on a position.
4. No employee will be transferred to a position outside of the member's licensure area.
5. If possible, the member being transferred will be given the opportunity to visit the new assignment prior to the start of the assignment.
6. When a District initiated transfer is necessary, a member's length of service in the District; licensure; residence; area of competence or major or minor field of study will be considered.
7. A member will not be subject to a district-initiated transfer more than three times in two years. During layoff situations, this may not be avoidable.
8. The District will provide moving assistance for the member when moving his/her classroom supplies/materials to the new assignment. Assistance may include providing an additional or trade day to complete moving activities.
9. The member will be given consideration for future vacant positions for which they qualify and apply.

F. TEMPORARY EMPLOYEE HIRE

1. Employees hired into an open position after the beginning of the school year are identified as “temporary employees”. These temporary employees are represented by the Association.
2. Temporary employees who have been in a specific position for more than 90 work days and have received a positive performance review may be hired into the specific position held by that employee unless the position is to be filled by an employee returning from leave or a regular employee being reassigned to the position. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned, it will be posted.

ARTICLE 21: MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to the law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the District and an individual member heretofore or 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.

C. PRINTING AGREEMENT

Copies of the ratified Agreement shall be provided by email to association members within thirty (30) days after the Agreement is signed. A link shall be provided to all newly hired members in the "welcome" correspondence from the HR office. New members shall be offered a printed copy at their new employee orientation meeting in the HR office. The Agreement shall be posted on the District's website for all members. Those members unable to access the District's website may request a printed copy from the HR Department.

D. NO-STRIKE CLAUSE

The Association and members of the bargaining unit, as individuals or as a group, will not initiate, cause, or participate in joining in any strike, work stoppage, slowdown, or any other restriction of work during the term of this Agreement.

ARTICLE 22: DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall remain in effect through June 30, 2023.

In witness whereof, the Association has caused this Agreement to be signed by its President and the District has caused this Agreement to be signed by its Board Chairperson, attested by its Clerk.

NORTHWEST REGIONAL E.S.D BOARD OF DIRECTORS

By Karen Cunningham, District Board Chair

Date

Dan Goldman, Superintendent

Date

NORTHWEST EDUCATION ASSOCIATION

By Sarah Andrews, President

Date _____

APPENDIX A



Northwest Regional Education Service District

August 12, 2020

TO: Board of Directors

FR: Joseph J. Hernandez, Chief Human Resources Officer

RE: Confidential MOA 2019-2021

EXPLANATION: Please see attached Confidential MOA

PRESENTER(S): Joseph J. Hernandez

SUPPLEMENTARY MATERIALS: Additional comments will be provided to the board at the meeting on August 12, 2020.

RECOMMENDATION: The administration recommends approving the Confidential Employee MOA.

PROPOSED MOTION: I move to accept the Confidential MOA as presented

MEMORANDUM OF AGREEMENT
Between
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
and
CONFIDENTIAL STAFF
July 1, 2019 – June 30, 2021

This agreement shall constitute the understanding between Northwest Regional Education Service District (NWRESD) and the Confidential staff regarding wage and benefits provisions for the 2019-2020 and 2020-21 contract years. The Board reserves the right to alter these provisions should the Board determine financial exigencies require such a change.

I. Confidential Salary Schedule

The Confidential Salary Schedule for the 2019-20 and 2020-21 contract-years are set forth in Appendix A. The 2019-20 salary schedule represents a 3.0% cost of living increase over the 2018-19 Confidential Salary Schedule. The 2020-21 Confidential Salary Schedule represents a 1.85% cost of living increase over the 2019-20 Confidential Salary Schedule. Placement on the salary schedule will be by scope of responsibilities and requirements as determined by the Superintendent, not by job title.

II. Salaries

- A. All Confidential staff will be placed on the salary schedule. The salary schedule is based upon an assumed 250-day contract. Contracts that vary from the 250 days will be prorated according to individual contract length.
- B. The Confidential staff shall pay the employee PERS contribution.
- C. Confidential staff will be placed on level and step at the Superintendent's discretion.
- D. For the 2019-20 and 2020-21 contract years, Confidential staff that are eligible will advance to the next step contingent upon a satisfactory performance review.

III. Benefits

- A. Medical, Dental and Vision insurance
 - 1. For the 2019-2020 period of the memorandum, NWRESD shall contribute up to \$1258.00 per month for medical, dental, and vision insurance. For the 2020-21 insurance year, NWRESD shall contribute \$1348 per month for medical, dental, and vision insurance. Insurance rates will be tiered (cost varies based on those enrolled on the individual's plan). This shall be prorated according to FTE.
 - 2. Confidential staff eligible for a District insurance contribution but who choose not to obtain insurance may "opt out" in accordance with underwriting rules and regulations set forth by OEBB.
 - a. An eligible Confidential staff who "opts out" of all insurance (medical, dental, vision) shall receive a four hundred fifty dollars (\$450.00) per month contribution to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.
 - b. An eligible Confidential staff who "opts out" of medical insurance coverage but elects dental and vision coverage shall receive three hundred dollars (\$300.00) per month contribution to a qualified HRA/VEBA plan in accordance with IRS rules for use. This shall be prorated according to FTE.
 - 3. Confidential staff that choose a qualified high deductible plan through OEBB (Moda Medical Plan Plan

3 or Kaiser Plan 3) shall be eligible to receive a NWRESD contribution to a Health Savings Account (HSA). The contribution to the HSA will be:

- a. The maximum IRS allowable amount for an individual for a Confidential employee enrolled as “employee only”, prorated for FTE.
- b. \$ The maximum IRS allowable amount for a family for a Confidential employee enrolled as “employee + spouse”, “employee + child(ren)” or “employee + full family”.
- c. NWRESD will deposit the amount in to the HSA in the following way:
 - i. One fourth of the annual distribution will be deposited annually on or about October 15.
 - ii. Three fourths of the annual distribution will be deposited annually on or about January 10.

4. Confidential staff that enrolls for Moda 6 or Kaiser 3 shall have the premium cost of medical, dental, and vision fully covered with no out of pocket expense for premium.
5. Confidential employees who enroll for any other plan that exceeds the \$1348 cap shall have up to \$150 from the “pool” applied to their out of pocket premium expenses. All remaining medical, dental, and vision premiums shall be covered by the Confidential employee through payroll deduction.

B. Income replacement and Disability

NWRESD will provide premium payment for income replacement and disability insurance for each Confidential employee. The maximum monthly benefit is sixty percent (60%) of the Confidential employee’s monthly salary, with a waiting period of sixty (60) days. Income from other sources, including but not limited to earnings from NWRESD or other employers, Social Security and/or PERS disability payments, unemployment compensation and Workers’ Compensation will offset the long-term disability benefits available through this provision.

C. Life Insurance

NWRESD will provide paid group life insurance to each Confidential employee. The face value of the policy shall be equal to the Confidential employee’s salary rounded to the nearest \$1000. This insurance provides accidental death and dismemberment benefits. *

** Benefits A, B, and C are offered in accordance with and subject to the actual insurance policies and rules and regulations of the underwriter carrier. The terms of the actual insurance plan govern these benefits. The insurance plan year is from October 1 through September 30.*

D. Sick Leave

NWRESD will provide sick leave in accordance with guidelines provided in ORS 332.507 (one day of such leave per month for each month of employment up to twelve days per year). Pursuant to ORS 332.507(3), sick leave exceeding five work days will require certification by a physician that the illness or injury prevented the Confidential employee from working. Sick Leave may be used for the Confidential employee’s own personal illness, or the illness of a child living in the Confidential employee’s home under the age of 18. Sick leave may be used to care for an ill family member (up to 40 hours per year total for any/all family members) pursuant to SB 454, “Sick Time” (2015). A family member is defined by OFLA. Additional use of sick leave to care for an ill family member may be available pursuant to FMLA/OFLA application and eligibility.

E. Emergency and Personal Business Leave

Confidential employees are provided three (3) days of emergency or personal/ business leave per year. These days do not accumulate from year to year. Personal business leave will not be available for recreational purposes, to extend a vacation or holiday, or for personal illness if the Confidential staff member has accrued sick leave.

At the end of the fiscal year, Confidential staff members shall be paid for any unused personal business leave. The rate of pay for unused personal business leave shall be step 1 of the Confidential employee's classification and will be included in the final paycheck for the fiscal year

F. Emergency Closure

Confidential employees will be paid for a maximum of two (2) days for Emergency Closure Pay during the school year. To be eligible for the Emergency Closure Pay, a Confidential employee must work either the day before or the day after the closure, if those are regularly scheduled workdays for the employee. A day of vacation, sick leave or other paid authorized day off shall constitute a scheduled workday for this purpose.

G. Bereavement Leave

Confidential employees are provided with up to five (5) days of bereavement leave per occurrence for absence due to a death in the immediate family without deduction from any other allowed leave. The immediate family shall be defined as:

1. Spouse, or same or opposite gender domestic partner
2. Mother, mother-in-law, or mother of same or opposite gender domestic partner
3. Father, father in law, or father of same or opposite gender domestic partner
4. Brother, or brother in law
5. Sister, or sister in law
6. Child, or step-child
7. Grandchild
8. Grandparent, grandparent of spouse, or grandparent of same or opposite gender domestic partner
9. Any person regularly residing in the Confidential employee's residence.

A Confidential employee may qualify for ten (10) days bereavement leave under OFLA. Eligibility determination is made by OFLA application. If a Confidential employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 paid leave days described above. "Family member" (for OFLA eligibility) is defined in statute as:

1. Spouse or same-gender domestic partner
2. Parent, parent-in-law, or parent of employee's same gender domestic partner
3. Child, step child, or child of employee's same-gender domestic partner
4. Grandparent or grandchild of the employee
5. A person with whom the employee is or has been "in loco parentis" to, or previously was "in loco parentis" of.

The leave is limited to 10 days total per occurrence, and must be completed within 60 days of the date the Confidential employee learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. If the Confidential employee qualifies for bereavement leave under OFLA, the Confidential employee may use accrued sick leave for the 5 days not covered under part 1 above.

H. Holidays

NWRES D shall provide ten paid holidays per year. The holidays are: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, President's Day, and Memorial Day.

I. Mileage Reimbursement

NWRES D shall provide mileage reimbursement at the rate established by board policy DLC.

J. Salary Deduction Options

Salary deductions and options shall be made available through the payroll department and include tax sheltered annuities, United Way, and others as deemed appropriate by the Superintendent. Direct payroll deposit is available and payroll draws may be granted in compliance with the Administrative Regulations established by the Superintendent.

K. Vacation

Confidential employees scheduled to work 250 days per work year shall accrue paid vacation a follows:

1 st through 5 th year of NWRES D service in a 250 day position	10 days per year (80 hours)
6 th through 10 th year of NWRES D service in a 250 day position	15 days per year (120 hours)
11 th year and thereafter of NWRES D service in a 250 day position	20 days per year (160 hours)

Confidential staff may carry over a balance of unused vacation not to exceed 80 hours. At the end of employment, Confidential staff shall be paid for any unused vacation. The rate of pay for unused vacation shall be paid at the employee's current rate and shall be included in their final paycheck.

L. Longevity Bonus

A longevity bonus will be paid to confidential employees following their anniversary hire date. The bonus will be included in the November payroll, following each anniversary.

Ten (10) years will receive \$500
Fifteen (15) years will receive \$1000
Twenty (20) years will receive \$1500
Twenty-five (25) years will received \$2000
Thirty (30) years will receive \$2500

M. Professional Development

Upon application by a Confidential employee before the start of the course and approval by the Superintendent or designee, NWRES D will reimburse educational costs for fifteen (15) credit hours of college credit per year at the current per credit graduate rate established by Portland State University for coursework, training sessions, college classes, or certification classes that are directly related to ESD operations and directly related to the employee’s job. All applications must be made in advance. All applications must have prior approval. Reimbursements will be based on actual out of pocket expenses to the employee for tuition and any related textbooks. Proof of satisfactory completion of the class or classes will be required for reimbursement. The value of four (5) credits within the 15 credit allowance may be used to attend a non-credit or non-certification conference/workshop.

IV. Layoff

Confidential employees shall be subject to layoffs if the Board determines layoffs are necessary in accordance with Board Policy CPB. Seniority date shall be date service with NWRES D began.

V. Post-Retirement Employment

- A. Confidential employees hired as a post-retirement employee shall be subject to Board Policy GCPC/GDPC and Administrative Rule GCPC/GDPC-AR.
- B. Confidential employees hired post retirement will be provided medical, dental, and vision insurance at the value of single-party coverage up to \$1258 per month.
- C. Confidential employees hired post retirement will not be eligible for the Disability or Life insurance described in III B and III C.

VII. Entire Agreement

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the ESD and the NWRES D Confidential Staff. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all of the agreement’s terms and conditions.

This agreement shall be effective as of July 1, 2019, and shall remain in effect through June 30, 2021.

This revised memorandum is entered into this _____ day of _____, 2020.

Board Chair

Date

Superintendent

Date



Northwest Regional
Education Service District

END PACKET