

Letter in Support of SB 323 Feb 2025

In the recession of the early 1980s, I worked for a recycling company that used the fee collecting contract to run a rural recycling company. The manager had sued Lane County because they had given that contract to Kelly Services without a bid. He fired all the employees and hired his own employees to start a recycling company. I was one of them. 2 years later Kelly Services underbid that contract and I was fired and replaced with my sub. I became the sub instead.

In 2017 I experienced being subcontracted to an out-of-state educational contractor who took over a public job that I had done. No warning, no communication. I was told to go to a meeting and get references for a job I had done part-time for over 20 years as a public employee. I was told I would be fired if I did not apply.

Being a contract employee has been a trauma for me. One is never permanent or stable. The ease at which one can be terminated for no reason is confusing. In my first contracted job, Lane County quickly contracted with Kelly Services to solve a problem to keep costs down. In the end, the turnover in employers due to instability made many employees leave. The turnover was immense. Lane County eventually took over that service and provided a stable work environment. The vogue in the early 1980s was the view that the private sector was more efficient and the government was inefficient. Contracts allow many public employers to work around enforcing burdensome laws. Some of the laws were based on protecting the worker. In the early 1980s, I worked for a government employer as a contracted worker. I received no PERS or merit increases. I had no lunches or breaks.

My experience with educational contractors is no different from Kelly Services. I was fired or de-platformed in Oct 2021 for being unvaccinated. That week many teachers were fired because there was a glitch with the documentation. Getting a religious or medical exemption was not clear or driven by policy. I was able to get reinstated in 2023 but it was more difficult to go back to the jobs I had done before.

According to 279A.015 the Public Contracting Code, should *(3) Promote efficient use of state and local government resources, and (5) Allow impartial and open competition, protecting both the integrity of the public contracting process.* I have met substitute teachers who lost their PERS accruals because their jobs were contracted mid-year without notification. They were no longer accruing PERS because even though they worked every day as a substitute teacher. School districts who decided to contract their substitute educators did so without making sure that the educators could get their PERS accruals. I was shocked that the only benefit that substitute teachers had was taken away from them without consultation. A retired teacher on PERS would not care but a younger teacher who is working as a substitute teacher for a flexible schedule would.

I urge you to look at the financials that are driving the subcontracting of substitute teaching. It has challenges and is often unstable. Oregon requires that their substitute educators be licensed. They have reduced the licensing standards to allow people to teach without studying education and performing any practical training under an experienced educator. Classes can easily become noisy and traumatic for students. Any day lost in the chaos in an out-of-control classroom is a day less for learning. The first question in these contracts should be whether this is the best choice for educators and education.

Leslie Polson
Salem, OR