

**David Douglas School District 40**

**and**

**East County Bargaining Council**

**July 1, 2020 – June 30, 2021**

**Agreement**

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## **Article 1 – Preamble**

This agreement is entered into between the David Douglas School Board on behalf of the David Douglas School District, herein referred to as the "Board" or "District", and the East County Bargaining Council herein referred to as the "Council" affiliated with the David Douglas Education Association herein referred to as the "Local Chapter", affiliates of the OEA and NEA.

The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for licensed professionals included in the bargaining unit.

## Article 2 – Unit Definition

- A. The District recognizes the Council as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and conditions of employment, as set forth in the Oregon law, for all academically licensed employees including licensed teachers, licensed school counselors, school psychologists, occupational therapists, physical therapists, licensed early childhood specialists, speech pathologists and similar positions employed under contract by the District.
- B. Substitutes and part-time licensed professionals employed on an hourly or daily basis, administrative, classified and all other employees are excluded from the bargaining unit and from the terms of this agreement.
- C. Definitions: For the purpose of this contract the following definitions apply unless otherwise indicated:
  - 1. Licensed professional: All bargaining unit members which are represented by the Council as defined in Section A above.
  - 2. Probationary licensed professional: A licensed professional who has not completed the three (3) year probationary period. A licensed professional is probationary for their first three (3) years of employment with the District.
  - 3. Substitute: Anyone employed to take the place of a regular licensed professional who is temporarily absent.
  - 4. Temporary: Anyone employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or because of death, disability, retirement, resignation or employment termination of a regular licensed professional.

### **Article 3 – Strikes and Lockouts (Peaceful Resolution of Differences)**

In consideration of this agreement and its terms and conditions, the Council, its officers, representatives and members shall not during the term of this agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any licensed professional(s) represented hereunder, nor shall the Council or its members take part in or condone "sanctions" against the school board or the school district.

The school board and the school district agree not to initiate a lockout of licensed professionals of the District.

#### **Article 4 – Negotiation Procedure**

The Council will notify the District of the Council's intent to bargain a successor agreement no later than November 15 prior to the expiration of this agreement. Negotiations for a successor agreement shall commence no later than February 1 prior to the expiration of this agreement.

## **Article 5 – Nondiscrimination**

The Council and District Board agree that they shall not discriminate against or harass any licensed professional in accordance with state, local and federal law and school [board policy](#) as applicable.

## Article 6 – Council/Local Chapter Rights

### A. Council/Local Chapter Business/Meetings

The Council, or its representative, may transact official business within school buildings after the conclusion of the instructional day or at other reasonable times, provided that it does not interfere with or interrupt classes, scheduled licensed professional preparation time, or other normal school operations. Formal association meetings, however, shall be held after the conclusion of the workday, with notice to the building principal. The Local Chapter may have brief Local Chapter announcements as a scheduled item on the agenda at the end of any faculty meeting. If faculty meetings are held before school the principal shall ensure the Association has adequate time at the end of the meeting before the staff is dismissed.

The Council may hold meetings at a time and place set by the Council, provided that the meetings do not interfere with the District's operations.

The Council shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

### B. Access To Employees

The District shall provide the designated representatives of the Council, including OEA staff, reasonable access to employees within the bargaining unit.

1. For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:
  - a. The right to meet with new employees, without loss of employee compensation or leave benefits; and
  - b. The right to meet with the new employees within 30 calendar days from the date of hire for a period of at least 30 minutes but not more than 120 minutes, during new employee orientation or, if the District does not conduct new employee orientations, at individual or group meetings.
2. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
  - a. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
  - b. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

### C. Use of District Facilities

School facilities or other meeting rooms, whether owned or leased by the employer, shall be made available for Council use as reasonably requested without charge to the Council, except that the Board may make a reasonable charge when special service is required beyond normal operations. The Council will complete a [Building Use Form](#) when intending to use District facilities. In cases of emergencies the Council will complete a [Building Use Form](#) and get verbal approval from the building principal.

**D. Use of District Equipment**

- 1) The Local Chapter may use school equipment at reasonable times, when the same are not otherwise in use. The Local Chapter shall pay for the cost of all materials, supplies, and repairs related to such use.
- 2) When using district equipment the Council and Local Chapter agree to follow all District policies, administrative regulations, state and federal law regarding its use.
- 3) Council and Local Chapter will not use the District's e-mail system for political purposes, or to initiate or coordinate strikes, walkouts, work stoppages or activities that violate the Contract.
- 4) The Local Chapter will reimburse the District regarding any fees or fines which are the result of the Association's use of District's e-mail facilities.
- 5) The Council shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with the employees in the bargaining unit regarding:
  - a. Collective bargaining, including the administration of collective bargaining agreements;
  - b. The investigation of grievances or other disputes relating to employment relations; and
  - c. Matters involving the governance or business of the Association.

**E. Use of District Mail Boxes and Bulletin Board**

The Local Chapter may use in-district licensed professional mail boxes and bulletin boards for Council communications which are properly identified as such, so long as they are not libelous to the District or to any individual and are posted in the faculty room and not made available to students. As a professional courtesy, a copy of such information shall be supplied to the building principal at the time of distribution.

The District agrees to allow the Association to post in a prominent location, similar to the location posting of licensed professional rights under the FMLA and/or other similar statutes, a poster created by the Association listing licensed professional rights set forth in the [Public Employees Collective Bargaining Act](#) (PECBA). The District agrees that in the posting the Association may address, among other things, a licensed professional's right to be free from retaliation and disparate treatment because of the lawful exercise of their rights under the [PECBA](#). The Association will provide a copy of the poster to the Human Resources Department.

**F. Council Representatives**

The District shall grant licensed professionals who are designated Council representatives reasonable time to engage in activities in accordance with Oregon law during the licensed professional's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

1. Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
2. Attend investigatory meetings and due process hearings involving represented employees; (c) Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
3. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;

4. Attend labor-management meetings to discuss employment relations matters;
5. Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
6. Testify in a legal proceeding in which the licensed professional has been subpoenaed as a witness.

#### **G. Association/Council and Member Rights**

The Association/Council and its members shall have the right to address the District Board regarding matters of professional or public concern without obtaining permission from the District before doing so. The Association/Council will give the Superintendent notice of its intent to address the Board.

Licensed Professionals shall not be discriminated against based on participating in union activities nor based on their membership or non-membership in the Association.

#### **H. Information**

1. Upon request, the District agrees to furnish the Council with all public information required by Public Records Law and the [Public Employee Collective Bargaining Act \(PECBA\)](#) which is necessary to carry out its responsibilities as the exclusive bargaining representative. The Council agrees to reimburse the District for actual costs incurred in development and delivery of such information when such information is not readily available. The Council may, at its option, submit a request for an estimate as to likely costs at the time the information is requested.
2. Each year, at or near October 1st, February 1st and June 1st, the District shall provide to the OEA Membership Specialist a, mutually agreeable, editable digital format report of each employee in the bargaining unit (both active members and non-members) that includes the employee's name, last four digits of their SSN, date of birth, date of hire, FTE, job classification or title, PERS classification, worksite, position on the salary schedule, home address; cellular, home and work telephone numbers to the extent possessed by the District; work and personal email addresses. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire. The provision of the above information on the agreed upon dates shall be deemed to satisfy the requirement to provide information every 120 calendar days for employees in the bargaining unit who are not newly hired employees.
3. New licensed professionals will receive [a copy of the Collective Bargaining Agreement](#) informing them that the Council is recognized as the exclusive bargaining agent.
4. The Local Chapter president will be provided (either before school board meetings, at school board meetings or at the time of such meetings) with copies of proposed new or changed district rules that affect licensed professionals.

#### **I. Council Leave Days**

The District shall allow an aggregate of 17 non-accumulative leave days with pay and an additional fifteen (15) days where the council pays the cost of the substitute per year for representatives of the Local Chapter, as requested by the Local Chapter president, for the purpose of bargaining, grievance processing, and contract maintenance, including related meetings or training sessions. During school years in which a successor agreement to this Agreement is being conducted, the District shall allow an additional twenty (20) days where the council pays the cost of the substitute per year for representatives of the Local Chapter. Such time may also be used for District Site Council meetings. To be eligible for leave with pay, the Council shall advise the superintendent in advance of commencement and duration of the leave days requested and the name(s) of the representative(s).

Council Leave Days will not be charged for district-initiated meetings that are held during the student instructional day.

**J. President Leave Days**

The President of David Douglas Education Association shall be half time release unless the Association notifies the District by April 1 of each year that the David Douglas Education Association is exercising the 36 day option described below.

Upon request, the president of the Local Chapter shall be provided up to 36 days release time per school year or one preparation period per day as arranged with the district for purposes not included in F, above.

The President of the David Douglas Education Association shall be released from their duties as a licensed professional half-time to conduct Association/Council business. The David Douglas Education Association shall reimburse the District for the salary and benefits of the Association President.

The District and the Council will work cooperatively to create a schedule that creates the best possible environment for students who are impacted by the President's leave and to find a replacement for the President.

The Local Chapter will reimburse the District for the cost of the replacement licensed professional for the President's position, if needed. Whenever possible, the local and their supervisor(s)/principal(s) will mutually agree in advance on the days to be scheduled for release time. Additional days may be requested by the Local Chapter President and, if granted, the Local Chapter will pay the District for the cost of the replaced licensed professional.

**K. District and Association Joint Trainings**

The District and Association will jointly conduct an informal session regarding the Collective Bargaining Agreement and District and Association relations. The joint informational session will be held during one (1) of the scheduled new licensed professional orientation days at the beginning of the school year.

The District in consultation and concert with the Association/Council will, no later than November 1 of each school year, provide an annual training for all district administrators regarding rights of the Association/Council and its members as set forth in the [PECBA](#), the Collective Bargaining Agreement and any relevant settlement agreements. The planners will include, at a minimum, the Association/Council President and the District's Human Resources Director. The planners will meet annually prior to the training to discuss, produce and implement the training required in this section.

**L. OEA Board Leave**

When a bargaining unit member is elected to any [Oregon Education Association \(OEA\)](#) or [National Education Association \(NEA\)](#) leadership position which necessitates being absent from work, the District will allow the licensed professional to have time off for the performance of Board member responsibilities and the OEA will reimburse the District directly for the total cost incurred for the substitute. The District will release the member up to ten (10) days per year. The first five (5) days shall be approved by the supervisor/principal and the subsequent five (5) days may be granted at the discretion of their supervisor/principal.

## **Article 7 – Management Rights**

The parties jointly recognize that pursuant to the applicable ORS, the Board has the responsibility for formulation and implementation of policies and rules governing the educational program and services of the District. No delegation of such responsibility is intended or to be implied by any provisions of this agreement.

The District shall retain all rights, powers, and authorities except as clearly and expressly restricted by this agreement with the understanding that the District retains rights it has not given away.

## Article 8 – District Site Councils

### A. General Provisions

1. The District shall establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under [ORS 329.704](#), the Oregon Educational Act for the 21st Century.
2. The duties of the Site Council shall be those prescribed by statute and shall include but not be limited to:
  - a. Development of plans to improve the professional growth of the school's staff.
  - b. Improvement of the school's instructional program.
  - c. Development and coordination of plans for the implementation of programs under the statute.
  - d. Administration of grants-in-aid for the professional development of licensed professionals and classified employees.
3. Members of building site councils can speak freely at meetings and submit agenda items for site council consideration. The site council itself will, however, establish the actual site council agenda.

Minutes shall be in writing and copies shall be posted via the District's e-mail system.
4. The District will follow the provisions of state law in the establishment of the building site committees. The final disposition of any dispute regarding the establishment of building site committees will be resolved through the Oregon Mediation Service.

### B. Site Council Handbook

1. The District agrees to place the [Site Council Handbook](#) on the District website. The posting of the Handbook shall contain the following statement; "Membership on the site council is voluntary".

### C. Annual Training

1. The District will provide an annual training covering leadership skills and operation of Site Councils for Site Council Chairpersons. The training shall include, but not be limited to, timely notice of agendas, development and implementation of programs and licensed professional involvement in site based decision making.
2. In addition, if Title I funding allows, each building will be allocated one workshop day for site council planning and preparation. The above trainings/preparation days will occur prior to the beginning of the work year. Licensed professionals shall be compensated for these trainings/preparation days at their daily rate. If funding is not available, licensed professionals will receive one (1) comp day to be used on a non-student contact day, mutually agreed upon with direct supervisor and/or principal.

**D. Licensed Professional Proposals to Site Councils**

1. Licensed professionals may submit proposals for Site Council programs to Site Councils. The Site Council will review the proposal, determine the level of support for the proposal and ask for additional information, if necessary.
2. The Site Council will inform the licensed professional whether the proposal has been accepted or rejected. If the proposal is rejected, the Site Council will provide the reasons and after reviewing the reasons, the requesting party or parties may resubmit the proposal to the Site Council for re-consideration.

## Article 9 – Rights of Teachers/Licensed Professionals

### A. **Conformance with Law**

Nothing contained herein shall be construed to deny any teacher/licensed professional their rights under the Constitution and laws of the United States and the State of Oregon provided such rights shall be exercised consistent with the teacher/licensed professional's obligations as an employee of the District.

### B. **Required Meetings or Hearings**

The district will provide two working day's advance notice whenever a teacher/licensed professional is required to appear before any administrator or representative of the District concerning a teacher/licensed professional's dismissal, suspension, disciplinary action, denial of a salary increment, performance reasons, a program of assistance or improvement, a complaint ([see section G](#)), a written reprimand, or when a written record of a verbal reprimand is to be included in a teacher/licensed professional's personnel file or an administrator's working file. The notice will inform the employee of their right to union representation and specify one of the reasons in this section for the meeting. The teacher/licensed professional shall have the right to request Association representation. The Association shall advise the District in advance whether legal counsel will be used. The District may, however, make an immediate investigation of the facts relating to any incident, when the District determines it is necessary. Evaluation conferences are generally excluded from the application of this paragraph, except where discipline could reasonably be expected.

### C. **Just Cause**

No member of the bargaining unit shall be disciplined without just cause. Any violation of this provision may be used as a basis for a grievance. Disputes filed under this Article shall include the School Board in the grievance process.

However, this Article does not apply to the dismissal of contract or probationary teachers/licensed professionals, the non-extension of contract teachers, or the non-renewal of probationary teacher contracts, nor does it apply to assignment to or retention in extra duty assignments. When the District elects to non-extend or dismiss a contract teacher/licensed professional the District will comply with [ORS 342.805-342.815](#); [342.895-342.905](#). A contract teacher/licensed professional who is dismissed or non-extended has the right to appeal to [Fair Dismissal Appeals Board](#) (FDAB), if eligible, or the teacher/licensed professional can choose to take the matter to arbitration, under [Article 10](#). The arbitrator shall use the FDAB standards ([ORS 342.905](#) through [342.910](#)) and case law in rendering a decision. The dismissal of a licensed professional who has passed probation, but is not eligible to appeal the termination to the FDAB, may be appealed to arbitration based on just cause standards pursuant to [Article 10](#).

All information forming the basis for disciplinary action will be made available to the teacher/licensed professional and the Council at the Council's or teacher/licensed professional's request.

### D. **Evaluation of Students**

The responsibility of determining grades lies solely with the teacher/licensed professional in accordance with District and building policies. Teaching staff shall be involved in the development of District and building grading policy. No grades shall be changed without consulting with the teacher/licensed professional. Nothing in this clause shall be construed so as to deny the student's rights under the law with respect to appeal of grades to the administration.

If an immediate supervisor/administrator decides to change a student's grade without the teacher's/licensed professional's consent, the student's grade report will indicate the immediate supervisor/administrator was the person who made the decision to alter the student's grade. The immediate supervisor/administrator who changed the grade will notify the teacher in writing.

## E. **Teacher/Licensed Professional Evaluation**

Teacher/Licensed professional evaluation is a function and responsibility of the school administration. Should the Board decide to change the evaluation process as described in the [Teacher Growth and Evaluation Handbook](#), it will do so in consultation with the QEC and in accordance with [ORS 342.850\(2\)](#) (a). The QEC will meet to consider any proposed changes, amendments or alteration to the evaluation process described in the District [Teacher Growth and Evaluation Handbook](#). The QEC may make a final recommendation to the Board.

Failure to follow the procedures specified in the district's teacher growth and evaluation manual is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation is not grievable or arbitrable.

Any arbitration award shall be directed toward a finding as to whether a violation of procedural requirements exists, and such award shall be filed in the district's grievance file separate from the teacher/licensed professional's personnel file.

Supervisors or administrators will discuss the evaluation process in the Professional Development Program for Licensed Staff annually with their staff at the beginning of the school year.

The evaluator will provide an additional observation upon request of the teacher/licensed professional.

Following an observation an administrator will share with the teacher/licensed professional any information which could negatively affect their evaluation.

The teacher/licensed professional will be given a copy of any evaluation report prepared by their supervisor. The teacher/licensed professional may attach a written response to the evaluation report.

The teacher/licensed professional will be notified if the teacher/licensed professional is going to be placed on a Program of Assistance. The notice will include a statement notifying the teacher/licensed professional that they have a right to have a representative present during meetings involving the Program of Assistance.

A teacher/licensed professional's lack of participation in any activity held outside the contractual obligations shall not be noted in the teacher's/licensed professional's evaluation.

Participation in peer assistance is voluntary. Either the teacher/licensed professional offered the assistance and/or the person asked to provide assistance may decline to participate. Refusal of a teacher/licensed professional to provide peer assistance to another teacher/licensed professional will not have a negative impact on the teacher/licensed professional.

No witness or document related to peer assistance will be admissible before the [Fair Dismissal Appeal Board](#) (FDAB) regarding dismissal of a contract teacher/licensed professional or before the school board regarding a non-renewal of probationary teacher/licensed professionals without mutual consent of the District and the teacher/licensed professional.

## F. **Personnel Files**

Access and availability to personnel files shall be in accordance with state law, administrative procedures and [Board Policy](#) regarding personnel files.

Access to teacher/licensed professional personnel files shall be available to the following individuals: teacher/licensed professional, teacher/licensed professional's designee, Superintendent and Superintendent designee. Individuals listed in this section who have access to teacher/licensed professional personnel files shall maintain confidentiality.

The District shall maintain personnel files for each teacher/licensed professional. Personnel files of current teacher/licensed professionals will be maintained in the District Office in a secure location under adequate supervision. These files shall be the only official District file and will contain materials relevant to the teacher/licensed professional's employment except the parties recognize there may be an official working file maintained by supervisors to assist in supervisory responsibilities.

The teacher/licensed professional will have the right, upon three (3) working days written notice to Human Resources Department, to review their personnel file. No files will be removed from their location during the period of inspection and will be inspected under the supervision of a Human Resources administrator or teacher/licensed professional.

Upon request, the teacher/licensed professional will have the right to receive a copy of their personnel file, excluding pre-employment materials. A teacher/licensed professional may designate in writing the authority for their representative to review or receive a copy of the teacher/licensed professional's personnel file.

All medical records will be maintained in compliance with applicable state and federal law, which includes a separate file for individual medical records. Such records will be released only in accordance with the [Americans with Disabilities \(ADA\)](#) or other applicable law. This provision does not cover teacher/licensed professional sick and personal leave forms.

During the period of an investigation the District will maintain material related to the investigation in a separate file. If no action is taken against the teacher/licensed professional as a result of the investigation, the investigatory materials shall not be placed in the personnel file without the agreement of the teacher/licensed professional. This file shall be accessible only to the teacher/licensed professional or their designees, the Superintendent or their designee, the appropriate licensing agency upon lawful subpoena or District Attorney order.

A teacher/licensed professional may have a representative of the Association present with them to review their personnel file.

Upon request teachers/licensed professionals shall receive a copy of all materials placed in their official personnel file.

No materials that affect the teacher/licensed professional's condition or status of employment will be placed in the teacher/licensed professional's District personnel file without prior notification to the teacher/licensed professional and the teacher/licensed professional has affixed their signature to the copy to be filed, with such understanding that their signature to the copy does not indicate agreement. The teacher/licensed professional will have the right to submit a written answer to such material and their answer will be attached to the file copy. Licensed professionals may request, in writing, that any letter of expectation, direction, and/or reprimand will be removed from their personnel file, if no similar offense has occurred in the last three years. All requests will be reviewed based on current laws governing personnel files.

Administrative working files and investigatory files shall be considered personnel files for the purpose of confidentiality unless required by outside legal requirements (e.g., subpoena, District Attorney order, judicial order etc.).

If the District is required by statute to disclose information regarding a teacher/licensed professional who has been convicted of a crime listed in [ORS 342.143](#), the District will remove the name of any teacher/licensed professional who is the victim of the crime or any District teacher/licensed professional who is not the subject of the disciplinary action.

#### **G. Complaint Notification**

If a complaint by a student, parent, staff member or citizen is received, the supervisor will give the complainant the opportunity to discuss the matter with the teacher/licensed professional. The supervisor will encourage the complainant to meet with the teacher/licensed professional and discuss the complaint. The purpose of this meeting is to attempt to resolve the complaint. The supervisor may hold an informal meeting to apprise the teacher/licensed professional of the nature of the complaint. If the supervisor determines the complaint might result in a negative evaluation, discipline or placement in the file, the following procedure will apply:

1. The teacher/licensed professional will be notified within ten (10) working days of receipt of the complaint.
2. The teacher/licensed professional will be given a copy of the complaint two (2) working days prior to the meeting. The complaint shall be signed by either the complainant or the administrator conducting the investigation.
3. The District will comply with notice requirements outlined in [Section B](#) of this Article.
4. The supervisor will meet with the teacher/licensed professional and describe the nature of the complaint including specific examples, such as: the time, place, and type of action complained of, if known, at the conference and ask questions to explore the facts outlined in the complaint.
5. The teacher/licensed professional will have the right to representation.
6. The name of the complainant will be provided upon request of the teacher/licensed professional.
7. Once the administration has determined that a complaint is valid they will encourage the complainant to sign a statement attesting to the accuracy of the information forming the basis of the complaint.
8. If a supervisor decides to place a complaint in the teacher/licensed professional's personnel file the supervisor will provide a written directive of the District's expectations.
9. The District will notify the teacher/licensed professional of the disposition of the complaint in a timely manner.

Anonymous complaints will not be used unless there is independent evidence or corroboration to sustain the complaint. This complaint procedure will not apply when there are allegations of criminal activity, sexual harassment or discrimination.

Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.

## H. Exchange of Information

1. **Non-contractual Matters** From time to time during the school year, matters not governed by the terms of this Collective Bargaining Agreement may arise which may be of mutual concern to both the Local Chapter and the District. When such occasions arise, either the superintendent or the Local Chapter president, shall have the right to convene a meeting of a standing committee to discuss these matters. The standing committee shall be composed of the superintendent, or their designee, and up to two (2) persons appointed by the superintendent and the president of the Local Chapter, or the designee and up to two (2) persons appointed by the president. The president may elect to have an additional person attend the conference. The superintendent may elect to have an additional person attend the conference. It is the intent of the parties that these meetings shall be held monthly unless mutually decided otherwise by the parties. It is expressly understood that such discussions are not an extension of the collective bargaining process nor are any matters brought to such discussions grievable or arbitrable. Furthermore, the provisions of this section (non-contractual matters) are not subject to the grievance procedure.
2. **Contractual Matters** Either the president of the Local Chapter or the superintendent shall have the right to initiate a request for a meeting of the standing committee, as it is established in Section 1 to address matters of contract administration. Such meetings shall be held as needed but it is the intent of the parties to meet at least monthly. Nothing contained in this section shall preclude a teacher/licensed professional from filing a grievance under the terms of [Article 10](#), provided such a grievance has not been resolved at this meeting.
3. **Amendment of Contract** Should a meeting under either section result in a mutually acceptable amendment of the present contract, then said amendment shall be submitted for ratification by the Board and the Council, provided that the designated representatives shall be empowered to effect temporary, mutually agreed upon alterations to resolve special problems. These amendments shall become part of successor agreements unless the parties have agreed to a specific expiration date or they are negotiated out in successor agreements.

## I. Personal and Academic Freedom

The personal life of a teacher/licensed professional is not an appropriate concern to the District unless it affects the teacher's/licensed professional's performance of their contractual duties or otherwise has a direct nexus to the educator's performance of their professional duties and/or has a significant negative impact in the school learning environment.

The Council and the District acknowledge the fundamental need to protect teachers/licensed professionals from any censorship or restraint which might interfere with their obligation to perform their professional functions as prescribed by the District.

1. Teacher/Licensed professionals shall be guaranteed academic freedom in instructional presentations and discussions and in faculty discussions of education policy. Professional educators may introduce controversial materials provided such presentations, discussions, and materials are appropriate and relevant to course content and grade level subject. All materials must comply with District policy and/or procedures and is in accordance with the District curriculum and planned course statement.
2. Academic Freedom should be exercised with thoughtful judgment and within the ethical responsibilities of the teaching profession. These responsibilities include but are not limited to:
  - a. A concern for the welfare, growth, and total development of the student.
  - b. Application of good taste and judgment in selecting and employing materials and methods of instruction.

- 3 The District shall consult with teacher/licensed professionals regarding the selection of district-wide instructional materials and programs.
- 4 Both the District and teacher/licensed professionals are responsible for determining the appropriate standards based supporting materials that support day to day instruction that allow the teacher /licensed professional to differentiate instruction based on student needs and developmental appropriateness.

## J. Safety

### 1. Facilities:

- a. The District will organize a safety committee at each school to monitor safety related issues. The names of the safety committee members shall be posted at every worksite. The committee will have representatives from all employee groups. The District and the Council mutually agree to work together to promote a safe and healthy work environment within the district.
- b. Teacher/licensed professionals who notice unsafe or hazardous conditions in their work environment may report such conditions on the [Safety Input Form](#). A copy of the form will be returned to the teacher/licensed professional with written information regarding District response within ten (10) working days. Should an environmental hazard(s) be discovered during the District's investigation of the information on the [Safety Form](#), bargaining unit members who work at the worksite will be notified of the hazard and the timeline, if known, for fixing the identified hazardous condition. In addition, when an environmental investigation is conducted any written report will be made available at the worksite.

### 2. Personal:

- a. The District will comply with both the [Students Rights and Responsibilities Handbook](#) and the [Behavior Handbook](#). District discipline procedures and methods will include mechanisms to apprise teacher/licensed professionals of students who present safety or behavioral concerns.
- b. If a teacher/licensed professional suffers serious physical harm as defined by [ORS 161.015\(8\)](#), the student responsible for the injury will not return to the classroom until a meeting with an administrator and teacher/licensed professional is held to create a written plan for re-entry. The parent/guardian will be directly notified of the meeting and the re-entry plan.
- c. [The District Employee Handbook](#), as well as building handbooks, shall contain safety information regarding workers compensation and the process for filing a worker's compensation claim, identification of disability systems available to licensed professionals injured on the job, whistle blower and retaliation and Mother-Friendly statutes.
- d. When the District receives notice from a preceding school, the District or City attorney that an enrolled student has engaged in criminal behaviors defined in [Senate Bill 1092](#), the District will notify school teacher/licensed professionals with an educational interest (not limited to the classroom) in the student in order to safeguard the safety and security of the school, students and staff.
- e. In those situations where the [State Health Department](#) notifies the District that it is required by law to notify people of a reportable disease, the District will provide notification of the reportable disease to teacher/licensed professionals who work at the worksite where the reportable disease occurred.

**K. David Douglas Induction and Mentoring Program**

New hires with zero years of teaching experience (excluding student teaching) may be required to attend monthly New Educator Academy Classes. New hires with zero-1 (one) year of teaching experience may be required to participate in up to 90 hours of 1:1 mentoring through the New Educator Academy. Experienced teacher/licensed professionals new to the David Douglas District may be required to participate in the initial orientation classes. New Educator Academy classes are waived and will not apply to the EI/ECSE employees.

**L. Property Damage/Loss**

The District shall reimburse teacher/licensed professionals for loss of or damage to personal property, excluding automobiles, under the following circumstances:

1. Property stolen or damaged where there is evidence of forcible entry on a locked container provided by the District or forcible entry into another secured place provided by the District.
2. If an item cannot be secured, then the supervisor's prior approval to have the item at the workplace will be required in order to be reimbursed for damage or loss.
3. The minimum accumulative value that is reimbursable, at any one time with receipts, is \$25. Items that have administrator pre-approval for classroom use and have been personally purchased, that are damaged or destroyed by a student, are reimbursable up to \$1000.00. All requests for reimbursements must have receipts.
4. The District will continue its practice of reimbursing for damage to automobiles when the damage is the District's fault.
5. The District will provide a secure and lockable location or container for teacher/licensed professionals to use. Efforts will be made to make this space available within the teacher/licensed professional's workspace or a reasonably close proximity.

**M. Electronic Surveillance**

1. The District shall not place any type of electronic surveillance (audio and video) in the classrooms or offices without written permission of the teacher/licensed professional, except if the District has a reasonable suspicion, as defined by state law that criminal activity is occurring. In such cases, law enforcement may conduct reasonable surveillance as allowed by law.
2. The District will notify bargaining unit members that electronic surveillance may occur on District property before surveillance is initiated.
3. Information derived from electronic surveillance shall not be used in any way in the evaluation of bargaining unit members.

**N. Access to Facilities, Equipment and Materials**

1. Buildings shall be lighted inside and out for the safety and protection of teacher/licensed professionals who work after dark.
2. The District will make available to teachers/licensed professionals equipment and materials it requires a teacher/licensed professional to use in performing their work assignment.

**O. Professional Development**

1. Licensure
  - a. The District will conform to the provisions of the TSPC rule regarding [Continuing Professional Development \(CPD\)](#) for re-licensure.
2. Required Professional Development
  - a. The District and DDEA mutually recognize the importance and benefits of providing meaningful in-service/professional development training to licensed professionals. Therefore, DDEA may form a committee of member representatives selected by DDEA leadership to survey needs assessment of licensed professionals and gather evaluation data for each in-service/professional development training that occurs. This evaluation will assess the effectiveness of the professional development program. The final Association committee report and recommendation will be communicated by April 1 of every year.
  - b. Licensed professionals who have already been trained in an area may request, per administrative approval, to opt-out of future training in that area.

**P. Retirees**

1. Unit members who retire during the school year, but who work beyond their retirement date will be considered to be in the bargaining unit, but they will not have a promise of employment beyond the end of the school year. Post-retirees may opt to start receiving their retirement stipend after July 1. They will have all rights and benefits under the contract except as follows:
  - They will be entitled to all paid holidays that occur during their post retirement employment;
  - They will be paid at their per diem rate;
  - They may not exceed their statutory hours in a calendar year and will be responsible for keeping track of their own hours;
  - They will have one (1) day of sick leave per month from their date of retirement. Of that time, Retirees will accrue sick time at the rate of .0333333 per every hour worked. Per [ORS 332.507](#);
  - There will be no contribution made to [PERS](#), and the District will not withhold [PERS](#);
  - They will have insurance benefits set forth in [Article 21](#);
  - They will not be involuntarily transferred;
  - They do not have any rights under the Fair Dismissal Law or Arbitration for termination or dismissal; and
  - They do not have the right to be reimbursed for tuition reimbursement or use professional growth funds unless requested by the District to attend a workshop or take a class.
2. Retirees who are hired to work in subsequent years or who are new to the District will be treated as regular teachers/licensed professionals with all rights and benefits of the contract with the exception of [PERS](#) contributions and [PERS](#) withholding. Section P, Subsection 1 will not apply to them.

**Q. Student Discipline**

1. The District and the Council will each appoint an equal number of representatives to a committee which will be responsible for both the [Student Rights and Responsibility Handbook](#) and the [Behavior Handbook](#). Either party may request to convene this committee in a timely manner, as needed. Union president and District administration will develop a timeline for this meeting.
2. The Committee above will review the District's student discipline procedures and the [Behavior Handbook](#). The Committee may recommend changes that it feels would be in the best interest of the

District. In addition, the Committee will be responsible for developing procedures which can be used at the building level to communicate student records information to appropriate building staff.

3. Pursuant to relevant District policies and procedures, teachers/licensed professionals may use reasonable physical force upon a student when and to the extent the teacher/licensed professional reasonably believes it necessary to maintain order in the school or classroom or a school activity or event, whether or not it is held on school property.
4. When a student is seriously disrupting the educational program by engaging in physical or verbal abuse and intimidation of staff or students the teacher/licensed professional will be authorized to send the student to an administrator's office.
5. When a teacher/licensed professional has removed a student from the classroom, the teacher/licensed professional will be notified of the resolution of the issue before the student is returned to class. If a referral was written, the teacher/licensed professional will be notified of the resolution in writing (ie: referral, e-mail or any other form of written communication).
6. Administrators/supervisors will meet annually with teacher/licensed professionals to review disciplinary standards and procedures to ensure uniform enforcement.
7. The District shall comply with the [Student Rights and Responsibilities Handbook](#) and the [Behavior Handbook](#).

#### **R. Room Clear Procedure**

1. Elementary buildings will review the “room clear procedure” as outlined in the [District Behavior Handbook](#) at the beginning of the school year and will designate an “overflow” room(s) for classes that are evacuated during a room clear.
2. When a “room clear” is necessary to ensure the safety of the staff and students in a class, the teacher/licensed professional may call for an administrator, counselor, etc. as determined by the site protocol, who will respond as soon as possible to the room where the request is being made.
3. If necessary, the teacher/licensed professional whose room was cleared will have assistance with reestablishing the working order of the classroom.
4. Teacher/licensed professionals who require a “room clear,” may request a counselor and/or an appropriate person to speak to the students in the class.
5. If a teacher/licensed professional has District purchased classroom items damaged during a “room clear” every effort will be made to have those replaced. Personal items damaged will be reimbursed as stated in [Article 9.L.3](#).
6. A temporary alternative setting may be considered for the student who caused the “room clear” for the remainder of the day.

#### **S. Transition Plans for Students**

1. Teacher/licensed professionals of a student who enters class with a current known Behavior Support Plan will be notified before the student’s first day. A copy of the most recent BSP will be provided to the teacher/licensed professional as a part of notification.

2. If the behavior is not known at the time the student first enters the class, the teacher/licensed professional of the student will be notified, as soon as possible, of the information received. Rules regarding student confidentiality will be observed.

## Article 10 – Certificated Grievance Procedure

### A. Objectives

The District and the Council recognize the need to provide for the orderly resolution of any grievance arising out of an alleged violation of a provision of this agreement, or misinterpretation of school district policies or administrative rules and regulations.

### B. Definition of Terms

1. **Grievance:** A claim by a licensed professional, or group of licensed professionals or the Council, that there has been a personal loss or injury resulting from a violation of the terms of this agreement or misapplication of a specific provision of the Collective Bargaining Agreement. "Personal loss" or "injury" shall mean that the grievant has been directly affected in a substantive way as the result of the alleged violation of the agreement. A violation or misapplication of a contractual provision of this agreement may be processed through binding arbitration.

A non-arbitral grievance may be filed where a licensed professional or Council alleges a personal loss or injury resulting from a misinterpretation of an existing school district policy or administrative regulation. Such grievance may be referred to the Board for final determination.

A grievance shall not include, and this grievance procedure shall not apply to, any of the following:

- a. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone
  - b. Any proceeding for the dismissal of probationary licensed professionals or the non-renewal of probationary licensed professionals (since these matters are governed by the [Accountability for Schools for the 21st Century Law](#))
2. **Grievant:** The licensed professional or group of licensed professionals or Council who initiate a grievance, provided that the licensed professional or licensed professionals must be directly injured as defined above by the conduct complained of in the grievance. Any licensed professional affected by the grievance may have it adjusted (including the dismissal thereof) without the intervention of the Council if:
    - a. The adjustment is not inconsistent with the terms of this agreement
    - b. The Council has been given an opportunity to be present at the adjustment
  3. **Day:** Any working school day. Weekends, vacation days, or holidays are excluded.
  4. **Immediate Supervisor:** Person who has the responsibility for immediate, direct supervision of the grievant.
  5. **Representative:** Person(s) designated by the Counsel to represent a member, members or the Council.
  6. **Council:** East County Bargaining Council which will have on file with the clerk of the District a current copy of the Local Chapter's constitution/bylaws and current officers. Communication to the Council will be through the Local Chapter president.
  7. **Board:** Shall mean the School Board of David Douglas School District No. 40.

**C. Grievance Procedure: General Procedures**

5. Any individual member of the bargaining unit or Association representative shall have the right to present the grievance. Wherever possible, the grievant must be present at all steps of the grievance procedure. The grievant and/or administration may also require that the administrator whose actions are the subject of the grievance be present. When the administrator is unavailable the District and the Association will discuss an extension of application timelines. The grievant or any participant on their behalf, shall be assured freedom from coercion, discrimination, or reprisal by either the District or the Council in presenting a grievance.
6. Except as otherwise provided by law, a licensed professional shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or state or federal administrative remedies for the conduct complained of, and failure to do so shall preclude resorting to such other remedies. Grievances based on violations of Article 5 shall be appealable only through Level 2 or Level 3B, as applicable.
7. Specified time limits may be waived by written mutual consent of the parties.
8. Failure to file or pursue a grievance within the specified time limits shall constitute abandonment of the grievance. Management's failure at any step of this procedure to communicate its decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step.
9. The administration will cooperate in the investigation of a grievance and will upon request furnish the grievant or their representative with necessary information for the processing of any grievance.
10. Any grievance based upon an event or condition relating to the terms of this agreement which is not under the jurisdiction of an immediate supervisor shall be presented to the superintendent or their designee. Where the decision being grieved is at the superintendent's level and initiated at that level, the grievant may have a representative in attendance at the meeting.
11. If the grievant is not satisfied with the decision at Level 2 (superintendent's level), they may submit their grievance to the Council within five days and the Council shall determine if the Council will support the grievance through arbitration or drop it on behalf of the grievant.
12. Any Grievant and other participants involved in the grievance process shall be assured freedom from coercion, discrimination, or reprisal in processing a grievance.

**13. Level 1 Immediate Supervisor-Informal Level**

- a. Within 20 days of the grievant's knowledge of the District's action, the grievant shall first discuss the grievance with their immediate supervisor with the objective of identifying the problem and resolving the matter informally at the lowest level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five school days of the discussion, they shall set forth their grievance in writing to their immediate supervisor on the [Grievance Form, Appendix C](#).  
Such written statement of the grievance will enumerate:
  - The Article of the agreement allegedly violated or misapplied
  - Statement of the grievance
  - The remedy sought
- c. The immediate supervisor shall communicate their decision in writing to the grievant and the grievant's representative within ten (10) school days after receiving the grievance. The administrator may request an additional meeting with the grievant and their representative during this ten (10) day period for the purpose of trying to resolve the grievance at the lowest level.

#### 14. *Level 2 Superintendent*

- a. If the grievant remains unsatisfied with the written decision, the grievant may within 5 school days of the receipt of the immediate supervisor's written decision appeal the grievance to the Superintendent. The superintendent shall within ten work days of the appeal meet with the grievant to resolve the grievance.
- b. Witnesses may testify for the grievant and for the immediate supervisor.
- c. The superintendent shall communicate their decision in writing within five work days after the meeting to the grievant and the grievant's representative and to the immediate supervisor.
- d. If dissatisfied with the decision of the superintendent, the grievant may, within five working days, appeal in writing as follows:

#### 15. *Level 3A Arbitration*

- a. Applies only to grievances alleging personal loss or injury resulting from a violation or misapplication of the terms of this agreement. This excludes grievances involving claims of discrimination by reason of age, race, religion, color, sex or national origin.
- b. Within 20 days of the superintendent's decision at Level 3, if the grievance on a contractual Article has not been resolved, the Council shall notify the superintendent of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Council and the representative of the District shall meet to prepare a formal statement of the contractual issue to be submitted to the arbitrator. If, after ten days from receipt of the notification of intent to appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.
- c. **Selection of Arbitrator:** Within ten days of the date of the Council's notification of intent to appeal, the District and the Council shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within this ten day period, then within the following five days, either the Council or the District may request that the Oregon Employment Relations Board furnish a list of seven arbitrators listed on the American Arbitration Association list of arbitrators, from which the parties will select an arbitrator by alternately striking names until one remains. The parties shall draw lots to determine which party will strike the first name.
- d. **Arbitration Hearing:** The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue their decision not later than 30 days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of grievances subject to arbitration. The arbitrator shall not substitute their judgment for that of an administrator. The arbitrator shall have the powers only to interpret the terms of this agreement and to determine if they have been violated; they may not add to, subtract from, or amend the terms of this agreement. Insofar as their decision involves only matters subject to arbitration as above defined, and is based upon substantial evidence, such decision shall be final and binding on the aggrieved, all personnel of the district, and the parties of this agreement.
- e. The costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.

## 16. *Level 3B School Board*

- a. For grievances other than violations of the terms of this agreement.
- b. The aggrieved may bring the issue(s) before the Board at the next scheduled board meeting. Normally, the request must reach the superintendent five days prior to the next scheduled board meeting.
- c. This request shall be submitted in writing through the superintendent who shall attach all related papers and forward to the Board.
- d. The Board shall review the grievance with the aggrieved, the Council, the immediate supervisor, the superintendent, and/or witnesses if requested, and render a decision in writing within ten school days after the conclusion of the hearing.
- e. The board meeting to review the grievance will be held in executive session unless the aggrieved requests a public hearing.
- f. A copy of the Board's decision shall be sent to the aggrieved and the Council. The Board's decision shall not be subject to arbitration.

### D. **Grievance Forms**

1. The grievance forms shall be as contained in [Appendix C-1](#).
2. Grievance files shall be separate from the licensed professionals' personnel files.

### E. **Moratorium**

1. For licensed professionals who meet the definition of "teacher" under the provisions of [ORS 342.815\(9\)](#) and pursuant to [ORS 342.895\(5\)](#) a moratorium on grievance timelines will be in effect while a licensed professional is on a plan of assistance except as specified below:
  - a. The moratorium applies only to grievances related to the evaluation procedure and program of assistance. No grievance or other claim of violation of misapplication of evaluation procedures or fundamental unfairness in a program of assistance for improvement shall be filed while the licensed professional is on the plan.
  - b. The moratorium does not apply to any grievance initiated prior to the time the licensed professional was given a written program of assistance.
2. When the moratorium is lifted (as proscribed by statute) the District will notify the licensed professional and the Association in writing.
3. The licensed professional and/or the Association will have fifteen (15) days from the time the notice was sent to file a grievance related to issues which were subject to the moratorium.

## Article 11 – Transfers

### A. Definitions

1. Assignment refers to the bargaining unit position in which a licensed professional is placed. A position shall include the grade level and/or subject taught and/or specialty (e.g. special education, psychologist, speech therapist or librarian) in which the licensed professional is placed.
2. Voluntary transfer refers to a transfer which is initiated by the licensed professional.
3. Administrative Transfer refers to transfers from one building to another which are initiated by the District.
4. Vacancy refers to any bargaining unit position that is new, vacated, or no longer assigned to a member and that the District intends to fill.

### B. Voluntary Transfers

1. A permanent staff member who wishes to transfer from their present assignment to a different building or teaching assignment or to a new or existing bargaining unit position that is unfilled must indicate this desire on forms provided by the District no later than March 31st. However, transfer requests will be accepted after this date for specific positions which become available after March 31. Request for transfer initiated by the licensed professional must be submitted to the Human Resources office in writing and must be signed by the licensed professional, with a copy going to the immediate supervisor. The District will acknowledge receipt of the transfer form within ten days after receipt. Licensed Professionals may indicate an order of preference for appropriate consideration. Requests for transfer must be renewed annually.
2. The Human Resources Department will maintain a current listing of vacancies.
3. The staff member who has requested a transfer in writing will be granted an interview by the receiving principal if an opening develops for the position requested.
4. The District shall give written notification of its acceptance or its denial of requests for transfer to those licensed professionals who have been interviewed for a transfer. Licensed Professionals who have been accepted by the district for voluntary transfer shall advise the Human Resources office of their acceptance or rejection of such transfer within two working days of notification by the District.

### C. Administrative Transfers

This section does not apply during a reduction of force. ([Article 12: Staff Reduction.](#))

1. The District reserves the right to make administrative transfers when in its judgment such action is necessary. When an administrative transfer is occurring due to enrollment or program changes the District will solicit volunteers prior to identifying a specific licensed professional to be transferred. Before an administrative transfer is announced, the licensed professional involved may fill out a transfer request form, thereby making the transfer voluntary.
2. Administrative transfers shall not be used for punitive reasons.
3. The Association shall be notified of all proposed administrative transfers.
4. Before a final decision is made regarding an administrative transfer the Director of Human Resources or designee (preferably a building level administrator/supervisor) will meet to discuss the reasons for the transfer and the nature of the new assignment with the licensed professional and if the licensed professional requests, the Association President and/or building level administrator.

5. Licensed Professionals shall be notified of an administrative transfer between buildings within two working days following the date the decision was made (assuming the availability of the licensed professional to receive such notice) unless an emergency exists. When requested by the licensed professional, the licensed professional will be provided the reasons in writing for the administrative transfer and it is understood that such reasons shall not be grievable.
6. If the administrative transfer takes place during the school year, the transferred licensed professional will be given two extra days to prepare for the new assignment. The licensed professional may choose between paid release time or pay for working after hours. If the licensed professional chooses the pay for working after hours, the pay shall be at the licensed professional's hourly rate. The amount of hours compensated will not exceed the number of hours worked during a regular contracted day. The principal and the licensed professional will collaborate to determine the scheduling/allocation of the extra days granted.
7. If during a recess period following the District notification to a licensed professional of their assignment the District administratively transfers the licensed professional to another school the licensed professional will receive two (2) additional days of pay.
8. When a classroom teacher is administratively transferred mid-year and eight (8) or more students are dispersed to other classes, those teachers receiving the students will receive their choice of one (1) additional day of pay or one (1) day of release time.
9. A licensed professional who is administratively transferred to another room in the same building will be given an additional one day of pay.
10. A licensed professional whose assignment is changed shall be given assistance with the transfer of teaching materials and district equipment between rooms/building/worksites.

**D. Vacancies**

1. The Council recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in their judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
2. Contract and probationary licensed professionals whose performance and evaluation are satisfactory and/or are not on a Plan of Support (POS) or Plan of Assistance (POA) will be given consideration before new applicants and temporary licensed professionals when filling vacancies, though the District reserves the right to make the final selection.
3. Temporary licensed professionals whose performance and evaluation are satisfactory shall be given first consideration over new applicants for any contract licensed professional job openings for which they have the appropriate qualification.
4. Whenever a vacancy arises, the superintendent or designee shall notify the Local Chapter and post notice of same on the District website job listings for no less than seven (7) calendar days before the position is filled, except when such vacancy occurs one (1) week or less before the beginning of the school year. Any new positions in the bargaining unit shall be posted with the accompanying job description.
5. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:

- a. Licensed Professionals with specific interests in possible vacancies will notify the Director of Human Resources of their interests in writing during the last regular week of school and shall include a summer address.
  - b. Should a vacancy occur, the licensed professionals who have submitted a letter of interest in said position will have their letter sent to each principal who has an opening for which the licensed professional has applied.
  - c. If the licensed professional requests, the hiring administrator will explain verbally the rationale for filling the position and such decision shall not be grievable.
6. The preceding shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
  7. Declared vacancies, which are positions to be filled by licensed professionals under regular contract or by new applicants, shall be listed by the Human Resources Department as they occur during the school year by posting through e-mail and on the district's website. Vacancies which are to be filled by licensed professionals under temporary contracts will not be posted during the school year.
  8. Seven or more calendar days shall elapse between the posting of the vacancy notice and the filling of the vacancy, except when such vacancy occurs one week or less before the beginning of the school year.

**E. Assignments**

1. Current licensed professionals will be notified of their assignment for the next school year not later than the last working day of the school year. The licensed professional will be notified if changes occur over the summer. If a change in assignment (as defined in [Section A.1.](#)) occurs after August 1, the licensed professional will be provided with an additional paid day to be scheduled collaboratively with the administrator.
2. The District will make a reasonable effort to assign all new licensed professionals to the position for which the licensed professional is hired.

## Article 12 – Staff Reductions

- A. Seniority shall be defined as the licensed professional's total length of continuous service in the district as a licensed professional. Seniority will be computed and accrue from the licensed professional's first day of actual service in a bargaining unit position, and shall continue to accrue during district-approved leaves. Seniority shall not accrue during periods the licensed professional is not employed by the district (e.g., resignation, period of layoff, etc.).

Upon request the District will annually give the Council a list showing the seniority of each licensed professional. If such a request is made in conjunction with a proposed layoff the District will provide the Council with copies of the personnel recommendations which are presented to the school board.

- B. In the event the Board, in its discretion, determines that a layoff of licensed professionals is necessary, it shall immediately provide the Council with a description of the activities and/or grade levels in which the layoffs are to take place. Affected licensed professionals shall be notified of positions affected and a proposed time schedule for the anticipated action a minimum of thirty (30) calendar days prior to the effective date of the layoff. The Administration will determine the licensed professionals to be retained by means of the following criteria:
1. A determination of whether the licensed professionals to be retained hold the proper licenses to fill the remaining position(s).
  2. A determination of the seniority, as defined in [Section A](#) of this Article, of the licensed professionals to be retained.
  3. A determination of the competence of a teacher being retained if the Administration desires to lay off another teacher with greater seniority. If the District desires to retain a teacher with less seniority than a teacher being laid off under this section, the District will determine that the teacher being retained has more competence, according to Paragraph D, than the teacher with more seniority who is being laid off.
- C. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss a contract licensed professional pursuant to the provisions of this agreement and [ORS 342.805 to 342.937](#) licensed professional pursuant to the applicable ORS and [Article 9](#) Section C.
- D. For the purpose of this Article, a teacher shall be deemed competent if willing to retrain and can qualify for an emergency license by the beginning of the following year. Regular licensure will be obtained for the following year.
1. In the event a teacher chooses not to retrain and seek a new endorsement, the term "competence" shall mean the ability to teach a subject area or any grade at the elementary level (i.e., "category") based upon recent teaching experience related to that subject area or level within the last five (5) years or educational attainments, or both, but not based solely upon being licensed to teach a subject area as defined by TSPC.

The District may pay, upon request, for testing required by this Section.

### E. **Recall**

If within twenty seven (27) months of a layoff, a vacancy occurs within the district for which a laid off licensed professional is qualified, as per [Section B](#) the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall provide for laid off licensed professionals to express in writing a desire to return to the district. The District shall also receive the licensed professional's address for recall notification. In the event of a recall, the District shall notify the licensed professional who has expressed a desire to return to the district of the recall by certified mail, return receipt, sent to the last address given by the licensed professional to the District office. The licensed professional will have seven weekdays, excluding holidays, from the date of mailing to notify the District of intent to return. The licensed professional must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice or recall was received, or lose all recall rights. However, in the event a licensed professional is employed by another school district the licensed professional shall have sixty five (65) calendar days to return to work. A licensed professional may decline recall one time without losing subsequent recall rights, provided such declination is in writing and is received by the Human Resources office within that seven weekdays specified above.
  2. All benefits to which a licensed professional was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the licensed professional upon the licensed professional's return to active employment, and the licensed professional will be placed on the proper step of the salary schedule for the licensed professional's current position according to the licensed professional's experience and education. A licensed professional will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Licensed professional benefits do not accrue during the time of layoff.
  3. Licensed professionals covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier. A licensed professional who is not given at least ninety (90) days' notice prior to the effective date of the layoff will have insurance premiums paid by the District pursuant to [Article 21](#) for ninety (90) days beyond the date their insurance benefits would, otherwise, end pursuant to the rules of the carrier.
- F. Licensed professionals shall be recalled to positions they are qualified for according to [Paragraph B](#), above, in reverse order. Any licensed professional who does not accept a recall will lose all further recall rights and will be deemed to have resigned from district employment. Any licensed professional not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from district employment.
- G. Any "appeal" of an alleged violation of layoff or recall procedures pursuant to this Article shall be by means of a grievance filed pursuant to the Article on grievance procedure. The decision of the arbitrator will be final and binding on all interested parties.
- H. The above stated Article on staff reduction is subject to the requirements of all applicable laws.

## Article 13 – Blank Article

## Article 14 – Working Conditions

### A. Workday

1. The normal working day for licensed professionals shall consist of no more than 7.5 hours. These work hours shall be consecutive, and include a duty free lunch that is a minimum of a continuous 30 minute period within this workday. Starting and dismissal times, which may vary from school to school, shall be determined by the District. There may be variations in individual licensed professional's starting and quitting times as approved by the principal.

Itinerant licensed professionals' schedules shall include no less than thirty (30) minutes of lunch. Itinerant licensed professionals shall be provided 15 minutes of travel time exclusive of preparation time.

Part time licensed professionals shall not be required to attend faculty or IEP meetings that are not contiguous with their workday.

Licensed professionals who are absent from work will use the current Absentee Reporting System to report an absence and arrange for a substitute licensed professional for their classroom if needed. A licensed professional who uses the current Sub System will not be required to notify the school of their intent to be absent from work.

2. Student contact time is defined as any time a licensed professional spends instructing or supervising students. Student contact time shall be as in effect at the start of the 1998-99 school year. The District retains the right to increase or decrease student contact time within the confines of the licensed professional workday and preparation time guarantees. Prior to any change in student contact time, the District agrees to discuss the change with the Council. The Council will be given notice and the opportunity to review and discuss the impact of the change prior to its implementation. This discussion obligation is intended as a bargaining waiver.

3. Planning time during the licensed professional workday for full time licensed professionals shall be:

MECP: teacher-directed planning time will be 30 minutes, and will be designated the first 30 minutes of each work day. MECP employees have the right to “flex” the start time of their day upon approval by their supervisor. In addition, EI/ECSE employees will have the following teacher-directed planning time on Fridays: Full-time employees (1.0) will have an 80 minute block; .8 FTE will have a 60-minute block; .6 FTE will have a 40 minute block. Employees have non-class time on Friday to schedule meetings with families, attend community collaboration meetings, and/or complete the paperwork requirements.

On Fridays the district has the right to use or schedule 3.5 hours district directed time (ie: 8:00-11:30 this could include Geo meeting, PLT's, etc.) and employees will have 3.5 hours of educator directed time (i.e.:12:00-3:30. This could include paperwork, planning, IFSP meetings, service coordination, etc.) Based on program need, the district has the right to assign all day or blocks of time for professional development on Fridays, as needed.

Elementary: The District agrees that for elementary licensed professionals (K-5), it will continue a minimum daily average of thirty (30) minutes preparation time during the student contact day. In addition, each week at least two (2) forty (40) minute blocks of preparation time before school will be established and each month an additional two (2) forty (40) minute blocks of preparation time before school will be established by the administrator. Students will not be allowed to enter the classroom until the end of the morning planning time. This planning time shall be free from regularly scheduled duties. After licensed professionals have escorted students to buses, not more than three (3) licensed professionals will be required to supervise bus duty. To ensure safety during the first two weeks and the last week of school, administrators may assign additional licensed professionals to bus duty.

Classroom licensed professionals at the elementary level shall not be required to remain with their class during the period when PE, Music or Library are being taught.

High school and middle school: licensed professionals will have not less than one (1) full regular class period of preparation time each day, which had been defined as 45 minutes.

Generally, planning time is licensed professional-directed time to prepare for instruction except when the principal determines overriding considerations require the licensed professional to use this time for other school related activities. It is comprised of all time during the licensed professional workday not spent in classroom instruction, assigned duty, or duty-free lunch.

4. As has been done in the past, licensed professionals may be required to perform certain tasks outside the 7.5 hour day. Such tasks may include, but will not be limited to, attending meetings, conferring with parents and students, and meeting with evaluators. Licensed professionals may also be required to attend up to two after school meetings per month (1 hour in length) which occur outside the contract hours. This does not include emergency stand up meetings and IEP meetings. Additionally, licensed professionals may be required to attend up to three evening functions per year.

No required meetings will occur during the week of parent-teacher conference weeks, and the final grading period weeks with the exception of IEP, emergency meetings or anything to do with the licensed professional evaluation process.

For elementary and high school, the final grading period weeks would occur two (2) time per year and for middle school this would occur four (4) times per year.

Duties required outside the 7.5 hour day which are not specified above or for which a different rate is not specified shall be compensated at the licensed professional's hourly rate. The principal shall have the responsibility for assigning and scheduling work outside the 7.5 hour day.

Licensed professionals may choose to voluntarily participate in activities and programs outside the 7.5 hour day and will not receive any additional compensation for such voluntary participation.

5. If a licensed professional is required to substitute for another licensed professional during their preparation time, the licensed professional will receive their hourly rate for each period of substitution. Payment will be made in ¼ hour increments.

## **B. Work Year**

The number of working days during the academic year shall not exceed 192 days including five paid holidays, which are Labor Day, Veterans Day, Thanksgiving Day, Presidents Day and Memorial Day. Martin Luther King Jr. Day shall not be a working day and shall be considered an "X" day.

1. Licensed professionals at all levels shall be provided four (4) non-student contact days per year for grade reporting, and four (4) one-half non-student contact days per year for progress reporting. Licensed professionals are required to provide progress reports for all students. This time shall be exclusively for grade or progress reporting, communicating with parents or working in classrooms. Licensed professionals have an option to be on professional on-call status during the first 3 full non-student contact days for progress/report card completion (MECP may choose which three (3) days, in consultation with their administrator). Licensed professionals would be required to report on the last full non-student contact day for grading, report card completion, classroom checkout and any other professional responsibilities that would need to be completed. Licensed professionals must provide a phone number where they can be reached during the day by an administrator or staff member during these days and must be able to report in person, if needed, within a reasonable amount of time.

The licensed professional shall use the 7.5 hour day to do student grade reporting and perform other such professional responsibilities. All grades shall be in and posted in the electronic system by the due date given by the administration.

2. In lieu of four (4) full grading days and four (4) half-days of no student contact, MECPEI/ECSE employees will have six (6) full days of no student contact time. These six (6) days are teacher-directed.
3. During the life of this agreement, licensed professional workdays at the end of the grading periods and non-student contact days will be scheduled at the discretion of the District. Licensed professional input will be sought on the scheduling of parent-licensed professional conference days. State law and/or OARs will be followed as to the number of classroom days and/or hours of student contact required.
4. Elementary and Middle School Special Education Licensed professionals (ERC, SLP-A, SLP-B, Speech and Language Pathologists, Occupational Therapists and Physical Therapists) shall have forty (40) hours of additional pay each year to be used at their discretion during the school year. High School Special Education Licensed professionals (ERC, SLP-A, SLP-B, Speech and Language Pathologists, Occupational Therapists and Physical Therapists) shall have thirty (30) hours each year to be used at their discretion. Special education licensed professionals (ERC, SLP-A, SLP-B, Speech and Language Pathologist, Occupational Therapists and Physical Therapist) may be allowed to work in their rooms during formal conferences held in their building with the understanding that requested conference times or meeting would be set with parents on an as-needed basis, and/or when a special education licensed professional is the teacher of record and/or progress toward IEP goals must be reported.

Elementary Counselors shall have thirty (30) hours of additional pay each year to be used at their discretion.

The above additional hours will be paid as a stipend over eight (8) months, starting in October thru May. Hours will be prorated based on FTE and calendar days worked.

In Lieu of this stipend, see [Section A.3](#) for Early Childhood Employee workday/work year agreement.

#### **C. Class Size**

1. The Board and the Council recognize the impact of class size on the quality of instruction and the desire to keep class size at an optimum level commensurate with the fiscal resources of the District.
2. The superintendent or their designee shall evaluate the effectiveness of the school board adopted policy on a school quarterly basis. A report of this quarterly evaluation shall be provided to the president of the ECBC Local Chapter and the school board.

#### **D. Inclement Weather**

1. Excused absences, occasioned by the inability to reach the place of employment because of flood, storm, or other such acts of God, may be granted when, in the judgment of the superintendent every reasonable effort has been made to anticipate such emergencies and to make the necessary arrangements to be available for work. Such excused absences shall not be charged against the sick leave or personal leave days. This does not apply to licensed professionals on an approved continuous paid leave.
2. Licensed professionals shall not be required to report to work and shall not be charged leave time when student attendance is not required due to inclement weather. This does not apply to licensed professionals on an approved continuous paid leave. If the closure occurs on a student (instructional) day and the Board requires students and staff to make up days then the licensed professionals shall be required to fulfill their regular duties on those days without additional compensation.

**E. Health Services**

1. The District will provide appropriate training to the relevant staff when a student with a medical protocol is placed in their classroom.

**F. Teachers on Special Assignment (TOSA), Administrative Interns (AI) and Division Chairs**

1. TOSAs and/or AIs may conduct classroom observations regarding bargaining unit member's performance at the bargaining unit member's option. Information contained in these observations will not be used in the licensed professional's evaluation documents.
2. Directives regarding work-related issues shall come only from the building principal.
3. If the purpose of a meeting between a building principal and a unit member is to discuss student matters, it is appropriate that a TOSA, AI or division chair be present. If however, the subject of the meeting is about the unit member's performance or lack of performance it is not appropriate for the TOSA, AI or division chair to be present unless the unit member agrees to such.
4. TOSAs who are required to work outside the 7.5 hour day may request to either flex their daily schedule or to accrue comp time that may be used at a later date.

## Article 15 – Paid Leaves

- A. Definition of Family
1. "Family member" means the spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.
  2. The definition of "family" is to apply to all sections of article of 15, except when a section explicitly provides a different definition.
- B. All State and Federally mandated leaves laws will be posted in every staff room and in the quarterly HR newsletter.
- C. Sick Leave
1. In accordance with the ORS applicable to sick leave, an annual ten days of sick leave shall be available with full pay and with unlimited accumulation to all regular licensed professionals each fiscal year.
  2. Sick leave shall cover absences due to personal illness or injury of any regular licensed professional. A licensed professional may use accrued sick leave for family illness. Sick leave shall also be granted for the period of disability by reason of pregnancy and/or childbirth, so long as the licensed professional commences the sick leave in accordance with the written certification of their physician that the licensed professional was disabled and unable to perform their duties.
- The requirements of [ORS 653.601 through 653.661](#) are incorporated herein and the provisions of this [Article 15](#) shall satisfy the requirements of such law. It is expressly agreed that all paid time off afforded to the employees pursuant to state law shall be provided concurrent with, and not in addition to, the provisions of this [Article 15](#) and/or any other applicable provision of this Agreement.
- Should the licensed professional request subsequent unpaid parental leave under [Article 16](#) of this agreement, such leave may commence only at the time the physician determines they are no longer disabled and are able to return to their duties or after the use of any sick leave days to which they may be entitled. This section shall not apply should the licensed professional commence parental leave prior to the time their physician considers them disabled and unable to perform their duties. Licensed professionals who work for the District will be eligible to take parental leave in accordance with state and federal law.
3. Sick leave pay for a regular part time licensed professional shall be prorated on the basis of the time such licensed professional normally works, e.g., a half time licensed professional would be eligible to receive up to ten 3.75 hour days of sick leave in a year.
  4. Per Oregon State law, the District may require a licensed professional who has been absent due to self or family member illness or injury in excess of three (3) consecutive work days or where there is a pattern of use or suspicion of misuse of illness/sick leave to provide a certificate from the licensed professional's or family member's attending physician or practitioner, that the illness or injury prevents the licensed professional from working and that verifies that the licensed professional or family member was ill or injured on the dates indicated. The District shall also retain the ability, after a licensed professional's absence in excess of three (3) consecutive work days or a pattern of illness/sick leave for illness or injury to require a certificate from the licensed professional's attending physician or practitioner that the licensed professional is fit to resume the licensed professional's duties.

5. Accumulated sick leave is the unused portion of sick leave granted in a prior fiscal year including any transferred from other Oregon school districts in accordance with Oregon law. Current sick leave is sick leave granted during the current fiscal year.
6. All current sick leave, as defined above, shall be credited to a licensed professional's sick leave account when they assumes the designated position for the current year. In the event that due to personal illness, injury or disability due to pregnancy, the licensed professional reports on a date later than the first scheduled day of school or workshop, they may elect to be paid for the sick days occurring prior to the granting of current sick leave if the absence because of illness occurs within the current fiscal year.

New licensed professionals without experience will be granted the ten days sick leave specified in the applicable ORS if they report for work within 20 school days or the start of the school year. After 20 school days from the start of the school year, sick leave will be granted on a pro rata basis for each month or major portion thereof remaining in the school year at the rate of one day's sick leave per school month.

7. Should a regular licensed professional be absent because of illness so as not to start work at the beginning of a school year or fiscal year, accumulated sick leave shall apply for that period, and they shall receive such pay as they are entitled to on regular pay days.
8. The absence of a licensed professional because of illness or accident for which they receives compensation from Workers' Compensation shall be considered as sick leave. At the licensed professional's request, workers' compensation for time lost (but not disability settlements) shall be deducted from sick leave compensation paid to the licensed professional by the David Douglas School District. However, the amount of sick leave time charged against the licensed professional's sick leave account shall be only that portion of each day for which they are actually compensated by the District.

Example: A licensed professional receives \$10 per day compensation from Workers' Compensation during an absence. Their regular salary is \$20 per day. Assuming that the licensed professional has sufficient current or accumulated sick leave to cover the period in question, their sick leave pay from the District would be \$20 minus \$10 per day for each day that Workers' Compensation compensates them. The sick leave time deducted from their sick leave account would be 10/20 of one day for each day he is absent and compensated by Workers' Compensation.

9. In the event of extended illness and the licensed professional has used all of their accumulated sick leave, the licensed professional shall be eligible to request to borrow against future sick leave accumulation. The licensed professional shall be eligible to borrow against future sick leave based on the following schedule:

0-5 years of service	5 days
6-10 years of service	10 days
11 or more years of service	15 days

Upon returning to work the licensed professional is obligated to repay the borrowed sick leave days as they begins to accumulate sick leave again.

A licensed professional is not eligible to borrow against future sick leave days until they have repaid sick leave days already borrowed.

If a licensed professional leaves employment with the District prior to repaying the borrowed sick leave days the District retains the right to deduct the licensed professional's per diem rate for any outstanding sick leave days which have not been repaid.

A licensed professional may choose to use this "borrow ahead" provision in lieu of accessing leave from the Leave Donations or before applying for Leave Donations.

D. Licensed professionals may use up to nine (9) days of paid leave per year for personal, family illness, bereavement, and emergency purposes in accordance with the guidelines specified below. These days will be prorated based on FTE and calendar days worked. Additional leave in the categories below may be granted at the discretion of the superintendent when requested by the licensed professional.

1. Family Illness

Absence to care for an ill family member as defined in this Section. A licensed professional may choose to use leave in this Section in lieu of sick leave or in addition to sick leave.

2. Bereavement Leave

An absence due to a death in the family or to enable the licensed professional to be with members of the family or other members of the household when an emergency occurs due to illness, accident or death or in case of the death of a friend.

3. Emergency Leave

An absence for unforeseen or unanticipated events of a serious, critical nature.

4. Personal Leave

An absence to conduct important personal business that cannot be conducted on a non-duty day. Leave for personal business shall be limited to two days. Licensed professionals need not disclose the nature of their personal business when requesting such leave. The licensed professional's signature on the District form signifies that the leave is to be taken for important personal business that cannot be conducted on a non-duty day.

In the final pay check licensed professionals will be reimbursed at half of the daily rate for substitutes for any unused portion of personal leave. Leave must be approved at least 24 hours in advance unless needed for an emergency.

Additional leave in the categories above may be granted at the discretion of the superintendent when requested by the licensed professional.

5. Definition of Family for Paid Leave Days

Family shall be defined as spouse, domestic partner, biological son or daughter, foster or adopted child, legal ward or child of a person standing in loco parentis (i.e. person who has a parental type relationship with the child) mother, father, sister, brother, aunt, uncle, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother in-law or grandparent.

E. **Excused Absence**

1. Excused absence, occasioned by inability to reach the place of employment because of flood, storm, or other such acts of God, may be granted when, in the judgment of the superintendent, every reasonable effort has been made to anticipate such emergency and to make the necessary arrangements to be available for work. Such excused absence shall not be charged against sick leave time or vacation time.

F. **Excused Absence When Reimbursed**

If a licensed professional is requested to participate in an educational program or institute, and when such participation is approved by the superintendent, there will be no salary deduction. If a licensed professional is requested to serve in a workshop or in extended educational meetings, for which the licensed professional received salary reimbursement from sources outside the district, the cost of a substitute, up to the amount of the reimbursement, shall be deducted, but no time shall be forfeited on sick leave.

## **G. Sick Leave Donations**

A participating member may contribute in ½ day increments up to 7.5 hours of sick leave to a common donation.

1. The cumulative number of donated days shall not exceed 30 days per donation request. The Association has the right to seek out further donations based on grant requests.
2. The DDEA Executive Council or their designee will determine grants from the Sick Leave Bank. Inquiries to Human Resources shall be referred to the DDEA President.
3. After reviewing the licensed professional's application, the DDEA President or designee will notify Human Resources regarding the licensed professional's need to use days from the Bank and the number of days granted to the licensed professional.
  - a) Once a licensed professional has been approved for use of sick leave donation days, the DDEA President will request donations from the licensed staff in the licensed professional's building.
  - b) If the donated sick leave days from the licensed professional's building total less than the number of days granted, then the DDEA President will request sick leave day donations from all licensed staff.
  - c) Licensed staff will use the DDEA Sick Leave donation form to make a donation and these forms will be filled out and returned directly to the DDEA President.
  - d) As the DDEA president receives the donation forms, each one will be time stamped so as to know the order in which the donations were received.
  - e) Any donated increment that exceeds the total number of days requested will be returned to the licensed professional who donated that increment.
  - f) Payroll will process the days as instructed by the Association.
4. The DDEA will keep accurate records of the days contributed for donations. Upon request the DDEA will provide the District with an update regarding the number of days used from the donations.
5. The District is not responsible for any personal tax liability that may incur by the donating member or the receiving member, should any liability arise.

## **H. Jury Duty and Court Appearances**

1. When a licensed professional is called for jury duty from which they cannot be excused, or is a subpoenaed witness in a case in which he is not personally involved, the salary paid to such licensed professional for the period of absence shall not be reduced by the amount of money received by them for such court duty.
2. The licensed professional shall make themselves available for assignment in the district on any day which they are not required to report for jury duty. The licensed professional shall notify their immediate supervisor of such availability as soon as practicable after they receive such information.

## **I. Temporary Military Leave**

All periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces, shall be in accordance with the applicable ORS and/or USERRA.

**J. Leaves at Retirement**

At the time of their retirement, licensed professionals may request the District to add to their final paycheck in June or their last working day, compensating them for the number of days of their accumulated, unused sick leave, valued at \$45 per leave day, up to a maximum of \$10,000 for employees retiring under OPSRP. If eligible, Tier I and Tier II employees may request the District payout the number of days they accumulate, unused sick leave valued at \$45 per leave day, up to a maximum of \$5000. Tier I and II employees must show the Notice of Entitlement, from PERS, that they did not use unused sick leave as part of their PERS retirement formula. The sick leave will be paid out on the 15<sup>th</sup> of the month after the Notice of Entitlement is received. (Example: Notice of Entitlement is receive in July, Sick leave payout will be on August 15<sup>th</sup>.)

## Article 16 Unpaid Leaves

### A. OFLA/FMLA

The District will administer the [Oregon Family Leave Act](#) and [Family Medical Leave Act](#) in accordance with state and federal statutes.

### B. Parental Leave (Natural or Adoptive)

1. Parental leave of up to one year without pay may be granted to any licensed professional. If granted, the parental leave shall begin on the date requested by the licensed professional. The licensed professional shall notify the superintendent, on the form provided by the District, thirty (30) days prior to the date on which the leave is to begin, except in the case of medical emergency or adoption. If the parental leave is to begin at the start of the school year, notification must be given to the superintendent by the preceding July 1, except in the case of medical emergency or adoption. Upon action by the Board regarding the request for parental leave, the licensed professional shall be informed in writing of the action taken. A one year extension may be granted upon approval of the superintendent.
2. Licensed professionals on parental leave shall notify the District in writing on or before March 1, if they intend to return to employment with the district the following year.
3. If a licensed professional's parental leave of absence expires during the school year and no suitable position is open, the superintendent may postpone the reassignment of the licensed professional until the beginning of the next fall term. However, the licensed professional will be given priority for placement when any appropriate vacancy occurs.
4. This Article shall not be interpreted to guarantee a position for a probationary licensed professional returning from parental leave if such reemployment would require termination of a contract licensed professional.

### C. Voluntary Leaves of Absence

1. Voluntary leaves of absence for education, licensed professional exchange programs and other professional opportunities deemed relevant to the licensed professional's assignment, rest and recuperation, or because of illness, shall be granted to up to two (2) contract licensed professionals each year to hold a licensed professional's position on the salary schedule. The District may grant leaves beyond the two leaves listed above. Leaves of absences for approved travel, educational opportunities not relevant to the licensed professional's assignment, or to obtain other employment outside the district are at the District's discretion. This clause is subject to the provision that except as otherwise required by law or contract, this clause will not operate to guarantee any particular position upon pre-employment.
2. Licensed professionals on leaves of absence shall notify the District on or before March 1, if they intend to return to employment with the district the following school year. Failure to notify the District by April 15, is considered a resignation. The District will notify the licensed professional of this obligation in writing at the time the licensed professional begins the leave and by March 1 prior to the April 15 deadline.
3. Up to two (2) years leave of absence may be granted for the purpose of study or engaging in an educational program or for campaigning or serving in a public or association office.
4. In case of a licensed professional who is suffering from a serious illness as defined in [Article 15, Section C 2](#) and they have exhausted their OFLA/FMLA leave as well as all available paid leave, including any donated leave from the Sick Leave Bank, the District will continue the employer's contribution to the

licensed professional's medical insurance program for one (1) month following the exhaustion of the above identified leaves.

**D. Involuntary Leaves of Absence**

Any licensed professional who is unable to perform their duties because of illness or temporary disability, or for any other reason necessitating absence from service in the judgment of the superintendent, shall be placed on involuntary leave of absence.

If the involuntary leave of absence is because of personal illness or injury certified in writing by a physician, chiropractor, or Christian Science practitioner, the licensed professional may use unused sick leave. A licensed professional receiving such a leave shall be eligible for reinstatement upon submission of a physician's certification that the licensed professional's illness or injury has been remedied and that the licensed professional is able to return to duty.

**E. Benefit Option**

Licensed professionals who are granted an unpaid leave of absence may request continued insurance coverage. Such coverage shall be subject to the provisions of the [Consolidated Omnibus Budget Reconciliation Act](#) (COBRA). Licensed professionals who qualify for COBRA continuation insurance coverage shall be responsible for the full cost of such coverage, as determined by the insurance provider.

As an exception, for licensed professionals, who have worked for the district less than 180 calendar days and who are on unpaid parental leave of twelve (12) weeks or less duration in any twelve (12) month period, the district will pay the insurance premium for medical coverage from the date the leave commenced.

**F. Extension**

Extension or renewal of leave shall be applied for and answered in writing.

## **Article 17 – Return from Leave or Layoff**

- A. In the event of a reduction of staff, licensed professionals returning from leave shall be considered for such reduction in the same manner as licensed professionals currently employed.
- B. Upon return from an unpaid leave of absence or layoff, the contract licensed professional shall not suffer loss of contract status, unused sick leave, and prior credit toward length of service. A probationary licensed professional shall not suffer loss of unused sick leave or prior credit toward length of service and may not accrue service toward attainment of contract status while on leave or while reduced. No increment in salary shall accrue during said leave of absence, unless the licensed professional can demonstrate that he gained appropriate experience while on unpaid leave or layoff.
- C. Upon return from unpaid leave, the licensed professional will be returned to the same or a substantially similar position which is available or for which they are licensed. The determination as to whether a position is substantially similar shall be made by the District using objective criteria relevant to the type and nature of the assignment.
- D. Licensed professionals on unpaid leaves of absence shall notify the District by March 1, if they intend to return to employment with the District the following school year. (See also [Article 16](#), Section B.)
- E. A licensed professional shall be recalled from layoff in accordance with the provisions of [Article 12](#) (H).
- F. Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the District.

## **Article 18 – Professional Growth Fund**

- A. A professional growth fund of \$111,858 will be maintained for expenses related to licensed professional participation in educational workshops and meetings and will be increased annually using the previous December's CPI-W Portland formula.
- B. Building site committees will begin the allocation of the building professional growth fund by September 15.
- C. On an annual basis licensed professionals will have input regarding staff development.
- D. Annually, a \$20,668 fund will be set-up to provide substitute costs for those licensed professionals wishing to attend workshops which fall outside the scope of the school improvement plan and site council oversight. Licensed professionals will submit their request to their building principal and final approval will be subject to authorization by the appropriate Assistant Superintendent. Workshops and conferences will be related to licensed professional assignments, professional growth plans and/or endorsement being sought. The fund will increase annually using the previous December's CPI-W Portland formula.

## Article 19 – Tuition Reimbursement

- A. This entire article will be held in abeyance until June 30, 2021. [See Tuition MOU](#). The District shall reimburse a regularly employed full time licensed professional for up to a total of ten (10) quarter hours of college credit classes in a two year period. Such course work must be toward an advanced degree or certification program in which the licensed professional is enrolled or consist of college credit courses directly related to the licensed professional's teaching assignment, or to a new subject endorsement for which the licensed professional is preparing. Classes must be college transferable (acceptable as credit at Portland State University) and may include lower division credit courses. If an licensed professional chooses to take a college credit course where the cost of obtaining the credits is less than the established PSU rate their tuition allocation will be reduced based on the following formula: if the cost of the credit is 50% or less of the PSU rate the licensed professional's tuition allocation will be reduced by ½ credit. If the cost of the credit is greater than 50%, the licensed professional's tuition allocation will be reduced by a full credit.
- B. During the life of this contract licensed professionals who are on the MA+45 column of the salary schedule may use up to the equivalent of three (3) quarter hours of their allocated tuition reimbursement not to exceed \$1,000 to attend a conference or workshop. Funds may be used for only registration fees, materials and substitute costs. Such course work must be approved by the superintendent or their designee in advance of registration.
- Reimbursement shall not exceed the fall Portland State University credit rate.
- C. An application for reimbursement, a receipt for tuition charges paid and a grade slip or unofficial transcript from the approved course must be filed in the Human Resources office within 30 days of the date a grade slip or unofficial transcript becomes available. To be eligible for course reimbursement a licensed professional must be currently employed by the district at the time the course is completed. The District will reimburse licensed professionals within four (4) weeks after the licensed professional provides evidence of successful completion and a receipt for tuition charges paid.
- D. A licensed professional who enrolls in more than six credits during a school year and who then leaves the district (except in cases of unforeseen emergency) will refund tuition payments made by the District for credits taken in excess of six hours.
- E. Tuition reimbursement will be prorated for less than full time licensed professionals.
- F. The District will prepay/reimburse college credit classes described in [Section A](#). Licensed professionals are required to submit proof of completion of such courses within thirty (30) days of the posting of final grades or forfeit the prepaid amount, which will be deducted from their next three paychecks unless the college or university causes the delay.

## Article 20 – Salaries

- A. Salaries for the school year 2020-2021 shall be set forth in the salary schedule in Appendix A-1. For 2020-2021 school year the salary schedule shall increase by 1.6%. A 1.6% increase will be added retroactively beginning July 1, 2020 and another .4% will be added, but delayed until July 1, 2021. Step 00 shall be a "phantom" step used only for computing future salary increases. Step 01 shall be used for initial placement of licensed professionals with no experience. The indices on which these schedules are computed are in [Appendix A-2](#).

During the 2020-2021 school year, licensed professional who have completed seventeen (17) years or more of service to the District shall receive a one-time stipend of \$500. Licensed professional will be eligible for the stipend the contract year following the completion of their 17th year (or more) of service with the District. The stipend will be pro-rated based on their FTE. The stipend will be paid April each year to licensed professional who are eligible as of the date of payment.

Licensed professionals who work less than full time will be paid at the pro-rated portion of a full time salary.

- B. Licensed professionals who have completed at least 50 percent of their contract year of teaching service in the district during a school year and who have been employed on a full-time basis, shall be advanced one step on the appropriate salary column the following year until the stated maximum has been reached.

Licensed professionals on a one-half time but less than full-time basis who have completed a full contract year of teaching service in the district during a school year shall be advanced one step on the appropriate salary schedule the following year until the stated maximum has been reached.

- C. Non-degree licensed professionals who are vocationally certified may be placed on the BA column at the appropriate experience step equating 2 years of work experience relevant to area of teaching assignment with 1 year of teaching experience up to the maximum for new licensed professionals.
- D. The District will pay licensed professionals who elect to teach a regular block class during their preparation time, an additional one-sixth of their salary.

E. **Payroll Deduction**

1. The District agrees to deduct from the salaries of its licensed professionals as requested in writing by the licensed professional:
  - a) Regular NEA/OEA/Council/Local Chapter dues;
  - b) Premiums for Board approved insurance programs;
  - c) Payments to the Licensed Professionals Credit Union;
  - d) Contributions to the United Fund;
  - e) Contributions to the David Douglas Memorial Scholarship Fund;
  - f) Contributions to the Educational Foundation and OEA Foundation;
  - g) Contribution to an IRS Section 125 Plan;
  - h) Contributions to 457 Oregon Savings Account;

- i) Contributions to the PTA/PTO;
  - j) [District approved TSAs.](#)
2. The District will deduct dues, fees and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by the member and provided to the union. The council will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the council.
  3. Pursuant to such authorization, the District shall deduct and remit monthly 1/10th of such NEA/OEA/Council/Local Chapter dues from the regular salary check of the licensed professional each month for 10 months, except for those members who are considered 12 month employees, beginning in October and ending in July of each year. NEA/OEA dues shall be sent to OEA; Local Chapter dues shall be sent to DDEA. Dues deductions for the months of June and July shall be remitted no later than July 15. The District shall deduct and remit monthly 1/12<sup>th</sup> of such dues for licensed professionals with the Multnomah Early Childhood Program (MECP), who are considered 12 month employees.
  4. The Council agrees to hold the District harmless against any and all claims, suits, orders or judgments brought against the District as a result of payroll dues deductions. When called to the attention of the District, payroll errors shall be adjusted as soon as practicable but no later than the following payroll period.
  5. The District agrees to deduct from the salaries of its licensed professionals payment for tax sheltered annuities (TSAs) which fulfill the minimum requirement as listed by the David Douglas School District. Existing deductions for individual licensed professional's TSA contracts shall be continued for such period as the licensed professional elects to continue.
  6. The District will provide a list of approved TSAs to licensed professionals at the beginning of the school year.

**F. Pay Column Change**

When a licensed professional has completed course work and/or attainment of an advanced degree which qualifies for a change from one pay column to another (at the end of the summer, fall, or winter,) they shall have the official transcripts filed with the Director of Human Resources' office. After verification, the Director of Human Resources shall notify the Payroll Department of the effective date of change of pay which shall be the beginning of the first pay period following the completion of the required course work and/or award of an advanced degree. If a licensed professional does not submit proof of course completion and/or attainment of an advanced degree within 90 calendar days of the date on which the course was completed, additional pay will not be retroactive. In the event a licensed professional cannot obtain the necessary transcripts within 90 days, the licensed professional will notify the district of course completion and the difficulties involved in getting proof. If the District has been so notified within six months, the licensed professional will receive retroactive pay when appropriate proof of course work has been submitted. Any credit hours earned shall be eligible for use in determining placement on another pay column as long as such hours are earned in accordance with the terms of this agreement.

1. For Licensed Speech Pathologists (SLP), Licensed Occupational Therapists (OT), Licensed Physical Therapists (PT), and Licensed Career and Technical Education Teachers (CTE), workshops/classes required for recertification and/or advanced training for a particular program and are pre-approved by a supervisor will apply toward advancement on the salary schedule as follows:
  - a. 10 clock hours equals one credit hour.
  - b. Clock hours must be verified with a certificate of completion from the workshop/class.

- c. The submission of paperwork for pay column advancement will follow the procedure as stated in section F of this article.
2. For all licensed professionals who take community college courses that pertain to advanced training/classroom instruction and are pre-approved by a supervisor will apply toward advancement on the salary schedule.

**G. Summer Employment Pay**

Licensed professionals who are engaged in curriculum improvement, in teaching summer school, or in professional activities related to the opening and closing of school outside of the normal school year shall be compensated in accordance with the following formula:

$$\frac{\text{Contract salary}}{\text{Contract days}} \times \frac{\text{Hours worked per day}}{7.5} \times \text{Number of days of summer employment}$$

(Note: Summer recreation program positions are excluded from this formula.)

**H. Extra Duty Pay**

Licensed professionals shall be paid for the 2020-2021 school years in accordance with the extra duty pay schedule attached as [Appendix B-1](#). (The extra duty schedule for succeeding school years will be adjusted by the same percent as the adjustment in the base salary. Extra Duty stipends on "Licensed professionals Extra Duty Schedule" shall be paid by separate check on the 15th of every month.

The Board reserves the right to cancel an extra duty salary payment, or portion thereof, in the event of unforeseen circumstances or if the minimum requirements stated in the extra duty job description are not fulfilled. If the extra duty job memorandum is cancelled or reduced the licensed professional shall receive no less than a pro rata amount based on the beginning and ending dates as determined by the District. Services may be terminated at the request of the licensed professional.

Ten days at the licensed professional's per diem salary for the district will be provided for each middle school building for department chairperson compensation. The licensed professional and the building principal will jointly plan assignment of these days, though the building principal will have final responsibility for assigning days and duties. Pay for high school division chairpersons shall be set forth in Appendix B-2. Determination of the number of division chairpersons, the job content and duration of these positions, and the selection and retention of licensed professional(s) selected for these positions rests solely with the District.

Licensed professionals required to use their own vehicles on school district business or to carry out their teaching assignments shall be reimbursed at the IRS rate per mile to cover the cost of operating said vehicle.

Pay will be prorated for extra duty due to required playoffs beyond the OSAA cutoff date.

**I. Miscellaneous**

Licensed professionals may opt to have salary paid by "direct deposit" to the local bank or credit union of their choice. If the licensed professional declines direct deposit, their paycheck will be mailed to the address on file, the day prior to pay day.

Paychecks shall be issued on the last licensed professional workday of each month. Final paychecks due to resignations will be issued on the next schedule pay date, after the date of resignation.

## Article 21 – Group Insurance Benefits

Prior to May 30 of each year, the District and Council agree to meet and jointly choose plan selections for the following plan year. In the event that a joint agreement is not reached by the given date, the following will occur:

1. Both the District and the Council will be allowed to submit their selections for insurance plans for the following plan year.
2. If the Council has not submitted their plan choices to the District by June 5, at 3pm, the District retains the right to plan choice selection for the following plan year.

During the 2020-21 contract year, the District will continue to pilot an insurance pool for licensed staff medical, dental, vision, mandatory life and mandatory accidental death and dismemberment benefits. Optional employee coverages are not eligible for the insurance pool reimbursement. District contributions shall be applied toward the purchase of district-approved medical, dental, vision and mandatory term life and accidental death and dismemberment insurance. When two (2) staff members are spouses or domestic partners, they may combine their insurance benefit dollars toward the premium costs of medical, dental, vision, life and accidental death and dismemberment benefits.

The following Insurance Cap amounts, insurance pool contributions and formula change have been agreed upon and will be retroactive starting July 1, 2020.

Eligible licensed professional employees will be able to select insurance plans during enrollment based on the following District contribution cap amounts:

<b>DISTRICT INSURANCE CAP AMOUNTS</b>				
	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>Employee Average Daily Hours</b>	<b>7.5 HOURS</b>	<b>7.5 HOURS</b>	<b>7.5 HOURS</b>	<b>7.5 HOURS</b>
<b>District Cap Eligibility Percentage</b>	100%	100%	100%	100%
<b>Medical Plan Type</b>				
<b>Employee Only</b>	1272	1272	1272	1272
<b>2 Party</b>	1349	1430	1515	1591
<b>Employee/Child(ren)</b>	1349	1430	1515	1591
<b>Family</b>	1543	1636	1734	1873

Eligible licensed professionals who are less than 1.0 FTE will be eligible for a prorated District contribution based on their FTE.

The District will fund an insurance pool based on the insurance pool rates per eligible licensed FTE listed below:

2017-18: \$1,210 per eligible licensed FTE

2018-19: \$1,260 per eligible licensed FTE

2019-20: \$1,310 per eligible licensed FTE

2020-21: \$1,376 per eligible licensed FTE

To be considered eligible, licensed professionals must have a start date prior to November 15 of each insurance year. Any licensed professional who has an out of pocket premium contribution amount as of the date of the distribution calculation will be eligible to receive an additional monthly contribution based on funds available in the insurance pool. Licensed professionals who have no out of pocket cost are not eligible for an additional contribution nor are they eligible to receive any balance of funds; these funds will be reserved for use in the insurance pool.

Licensed professionals may be eligible to receive additional contributions from the remaining insurance pool balance of up to 100% of their employee out of pocket amount; less than full-time licensed professionals are limited to additional contributions prorated based on their FTE.

In December of each year, the District will calculate the distribution of the insurance pool as follows:

Starting point:	Total Adopted Budget Licensed FTE
Additions/Subtractions:	Licensed FTE reduced/increased due to lack of funding (i.e. discontinued grants) or added funding
Equals:	Net Pool FTE for calculation
Times:	Insurance Pool rate
Equals:	Total Monthly Pool available
Times:	12 months
Equals:	Yearly Pool amount available
Subtract:	Number of Vacant FTE x monthly pool contribution (for 2020-21: \$1,376 per eligible licensed FTE) x Number of months left during the insurance plan year
Subtract:	Insurance premiums paid to date for licensed professionals leaving employment
Equals:	Yearly amount of pool available for distribution
Divide by:	12
Equals:	Monthly pooling amount
Subtract:	Total monthly employer contributions (Total District insurance cap contributions based on sum of each licensed professional's District contribution based on FTE benefit tier and benefit elections). Maximum amounts based on District Caps at the beginning of this article.
Equals:	Monthly pool balance available to distribute

The District will calculate what the total monthly amount of the licensed professional out of pocket premium cost is according to the eligibility criteria above for the additional pool contribution. If funds available are less than the amount of the licensed professional's out of pocket premium costs, a pool funding percentage available to cover eligible licensed professional out of pocket premium costs will be applied to the licensed professional's eligible monthly out of pocket premium costs. Full time licensed professionals shall have their monthly out of pocket premium contribution reduced by the pooling funding percentage. Part time licensed professionals shall have their monthly out of pocket premium contribution reduced by the pooling funding percentage prorated for their FTE.

The percentage of licensed employee premium contribution that will be paid by the insurance pool allocation will be calculated as follow:

	Total monthly pool balance available to distribute
Divided by the sum of:	Total eligible licensed professional's out of pocket monthly premium contributions.
Equals:	Insurance pool funding percentage

Total licensed professional out of pocket monthly premiums will be calculated as follows:

Total of eligible licensed professionals out of pocket monthly premium contributions at 100% for licensed professionals at 1.0 FTE

Add: Total of eligible licensed professionals out of pocket monthly premium contributions for licensed professionals less than 1.0 FTE prorated at their FTE

Equals: Total eligible licensed professional out of pocket monthly premium contributions

Any licensed professional who has a qualifying event that may modify their plan eligibility may receive a modification to their insurance based on the District contribution cap, however the pool distribution will not be recalculated based on the qualifying event so the licensed professional will not receive any additional pool distribution. If the licensed professional's qualifying event causes their out of pocket monthly premium to drop the difference in premium will not be paid out to the licensed professional.

Coverage for new licensed professional's hired on or before the 15<sup>th</sup> of any month will commence the first of the month following the date of hire (i.e., first day worked) or the month thereafter if hired on or after the 16<sup>th</sup> of the month, provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by the Human Resources Office within 30 days of their date of hire. Such coverages shall continue in effect for the term of this agreement subject to confirmation by the insurance carrier as to dates coverages for individuals go into effect.

Out of pocket premiums will be automatically deducted on a pre-tax basis, unless the licensed professional requests, during open enrollment, they be deducted post-tax.

No unused licensed professional contributions will be paid to licensed professional in cash.

If a licensed professional's employment is terminated prior to the end of a school year, or they are placed on unpaid leave or layoff, the District's payment of premiums for the licensed professional's coverage shall cease as of the last day of the last month they are employed. The licensed professional may enroll in a plan of their own subject to the conversion rights provided by the carrier.

For licensed professionals working less than full time (per day) the amount of the premium paid by the district will be prorated.

Any licensed professional, not in a 12 month position, must work/be paid for 135 days in order to receive summer benefits (August and September). Licensed professional who do not meet the 135 day requirement, will be eligible to continue coverage (COBRA), as administered by a third party administrator, at the licensed professional's expense. Notice of COBRA eligibility will be sent to the licensed professional within ten (10) days of coverage ending with the district.

All matters relating to claims under group insurance coverages are excluded from the grievance procedure.

Insurance for domestic partners will be provided in accordance with state law.

## **Article 22 – Liability Policy**

At the beginning of each school year, a written summary of liability coverage for the licensed personnel carried by the school district will be given to the Council and one copy posted in each building.

## **Article 23 – Quality Education Council**

A Quality Education Council (QEC) will be established that will be composed of five (5) Local Chapter Representatives (including one representative from each of the following levels: elementary, middle school, high school, specialist, and at large) and five (5) District Representatives (including four (4) administrators and one (1) school board member).

## **Article 24 – Mentor Licensed Professional Program**

- A. A mentor will be provided for each beginning licensed professional during their first year of teaching for the purpose of providing support and assistance.
- B. Participation in the mentor program will be voluntary on the part of the mentor. The District will talk with the potential mentor prior to making the assignment to ascertain the licensed professional's interest and willingness to act as a mentor. Refusal of a licensed professional to act as a mentor will not have a negative impact on the licensed professional.
- C. During the mentor program if either the mentor or the protégé determine the match is not working either of them may request the administrator find a new member for the protégé.
- D. Information gained through the mentor program will be held in confidence between the mentor and the beginning licensed professional. Mentors will not be called to testify by either the District or the Council.
- E. The mentor shall be paid an annual stipend of \$300.
- F. The District retains the right to discontinue this program at its discretion.

## Article 25 – Duration and Implementation of the Agreement

- A. This agreement shall be effective upon ratification and shall be binding upon the Board and Association and their members through June 30, 2021.

The effectiveness of any provision of this agreement with a monetary or budgetary effect is contingent upon the availability of funds sufficient to operate the functions of the District and provide for the economic provisions contained in this agreement. The District shall include in each initial budget an amount equal to the costs of the economic provisions of this contract for that school year. If it is determined by the District that monies are not available for the implementation of the economic Articles and sections of the agreement during that school year, the District may serve notice in writing to reopen the salary and fringe benefits portions of this agreement for renegotiation to determine what portions of the provisions previously negotiated for that school year may be implemented with the reduced funds available. The Council shall have the right to reopen two (2) Articles in the event the District reopens. In the event agreement is not reached after such negotiations have reached impasse, then the Council shall have the right to strike on economic provisions after mediation and cooling-off period as set forth in this applicable ORS.

- B. If any provision of this agreement or any application of this agreement to any licensed professional or group of licensed professionals is changed by legislative action, executive order or directive of a state or federal agency with competent jurisdiction or is held to be contrary to law by a court of competent jurisdiction and a final determination has been made, then 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.

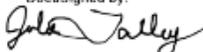
Upon written request of either the Board or Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalid provision. Negotiations shall be conducted pursuant to [ORS 243.712](#).

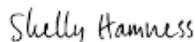
In such case, a meeting shall be held, upon the request of either party not earlier than thirty (30) days after such legislative change is made, executive order or federal or state agency directive is issued, or binding court ruling is issued, for the purpose of adjusting the specific provision(s) in conflict with the law or the order or directive so that it conforms to the law, order or directive.

- C. Any individual contract between the Board and an individual licensed professional 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.
- D. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by the parties.
- E. There shall be two signed copies of the final agreement for the purpose of records. One copy shall be retained by the District Board and one by the Council. As soon as practical after the execution of the contract by both parties, the District agrees to provide electronic access to this agreement for each licensed professional employed in the district. New licensed professionals shall have access to this Agreement at the time of employment. The District will assume the responsibility for updating the District website with the most current agreement.

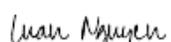
## Signatures

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**East County Bargaining Council**

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**President/Bargaining Team Member**  
**David Douglas Education Assoc.**

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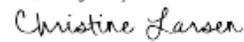
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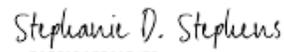
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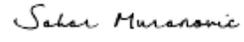
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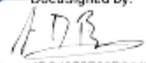
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**Board Chair & Board Negotiations Committee Member**  
**David Douglas School District**

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**Superintendent**

## Appendix A-1 — Licensed Professionals Salary Schedule 2020-2021

	BA	BA+15	BA+30	BA+45	BA+60	BA+75	MA	BA+105	MA+23	MA+45
0	43,109	44,057	45,006	45,955	46,903	47,851	47,851	48,799	48,799	50,741
1	44,833	45,780	46,730	47,893	48,839	49,790	49,790	50,953	50,953	52,940
2	46,558	47,504	48,452	49,833	50,780	51,731	51,731	53,106	53,106	55,138
3	48,280	49,229	50,178	51,772	52,721	53,668	53,668	55,264	55,264	57,338
4	50,007	50,953	51,902	53,714	54,660	55,609	55,609	57,421	57,421	59,536
5	51,731	52,677	53,629	55,652	56,599	57,548	57,548	59,574	59,574	61,734
6	53,455	54,404	55,350	57,592	58,540	59,488	59,488	61,730	61,730	63,934
7	55,177	56,127	57,075	59,532	60,480	61,428	61,428	63,885	63,885	66,132
8	56,901	57,851	58,799	61,473	62,422	63,367	63,367	66,041	66,041	68,329
9	58,626	59,574	60,522	63,412	64,360	65,307	65,307	68,195	68,195	70,526
10	60,349	61,299	62,247	65,351	66,301	67,248	67,248	70,351	70,351	72,726
11	62,075	63,023	63,971	67,293	68,241	69,187	69,187	72,507	72,507	74,923
12	63,799	64,748	65,698	69,232	70,179	71,127	71,127	74,662	74,662	77,123
13	-	-	67,420	71,171	72,120	73,069	73,069	76,818	76,818	79,322
14	-	-	-	73,110	74,060	75,007	75,007	78,974	78,974	81,520
15	-	-	-	-	-	76,947	76,947	81,130	81,130	83,718
16	-	-	-	-	-	78,888	78,888	83,286	83,286	85,915

Non-degree licensed professionals who are vocationally certified will be placed on the BA column at the appropriate experience step equating two (2) years of work experience with one (1) year of teaching experience up to a maximum for new licensed professionals.

The below salary schedule is the schedule the parties agree to start with for the successor agreement in lieu of the 2020-21 salary schedule (appendix A-1)

**Appendix A-1b Licensed Professionals Salary Schedule 2021-2022**

	BA	BA+15	BA+30	BA+45	BA+60	BA+75	MA	BA+105	MA+23	MA+45
0	43,281	44,233	45,186	46,139	47,091	48,042	48,042	48,994	48,994	50,944
1	45,012	45,963	46,917	48,085	49,034	49,989	49,989	51,157	51,157	53,152
2	46,744	47,694	48,646	50,032	50,983	51,938	51,938	53,318	53,318	55,359
3	48,473	49,426	50,379	51,979	52,932	53,883	53,883	55,485	55,485	57,567
4	50,207	51,157	52,110	53,929	54,879	55,831	55,831	57,651	57,651	59,774
5	51,938	52,888	53,844	55,875	56,825	57,778	57,778	59,812	59,812	61,981
6	53,669	54,622	55,571	57,822	58,774	59,726	59,726	61,977	61,977	64,190
7	55,398	56,352	57,303	59,770	60,722	61,674	61,674	64,141	64,141	66,397
8	57,129	58,082	59,034	61,719	62,672	63,620	63,620	66,305	66,305	68,602
9	58,861	59,812	60,764	63,666	64,617	65,568	65,568	68,468	68,468	70,808
10	60,590	61,544	62,496	65,612	66,566	67,517	67,517	70,632	70,632	73,017
11	62,323	63,275	64,227	67,562	68,514	69,464	69,464	72,797	72,797	75,223
12	64,054	65,007	65,961	69,509	70,460	71,412	71,412	74,961	74,961	77,431
13	-	-	67,690	71,456	72,408	73,361	73,361	77,125	77,125	79,639
14	-	-	-	73,402	74,356	75,307	75,307	79,290	79,290	81,846
15	-	-	-	-	-	77,255	77,255	81,455	81,455	84,053
16	-	-	-	-	-	79,204	79,204	83,619	83,619	86,259

Non-degree licensed professionals who are vocationally certified will be placed on the BA column at the appropriate experience step equating two (2) years of work experience with one (1) year of teaching experience up to a maximum for new licensed professionals.

## Appendix A-2 — Licensed Professionals Salary Plan Index

YEARS	(02) BA	(03) BA+15	(04) BA+30	(05) BA+45	(06) BA+60	(07-08) BA+75/ MA	(09-10) BA+105 MA+23	(11) MA+45
<b>00</b>	1.000	1.022	1.044	1.066	1.088	1.110	1.132	1.154
<b>01</b>	1.040	1.062	1.084	1.111	1.133	1.155	1.182	1.204
<b>02</b>	1.080	1.102	1.124	1.156	1.178	1.200	1.232	1.254
<b>03</b>	1.120	1.142	1.164	1.201	1.223	1.245	1.282	1.304
<b>04</b>	1.160	1.182	1.204	1.246	1.268	1.290	1.332	1.354
<b>05</b>	1.200	1.222	1.244	1.291	1.313	1.335	1.382	1.404
<b>06</b>	1.240	1.262	1.284	1.336	1.358	1.380	1.432	1.454
<b>07</b>	1.280	1.302	1.324	1.381	1.403	1.425	1.482	1.504
<b>08</b>	1.320	1.342	1.364	1.426	1.448	1.470	1.532	1.554
<b>09</b>	1.360	1.382	1.404	1.471	1.493	1.515	1.582	1.604
<b>10</b>	1.400	1.422	1.444	1.516	1.538	1.560	1.632	1.654
<b>11</b>	1.440	1.462	1.484	1.561	1.583	1.605	1.682	1.704
<b>12</b>	1.480	1.502	1.524	1.606	1.628	1.650	1.732	1.754
<b>13</b>			1.564	1.651	1.673	1.695	1.782	1.804
<b>14</b>				1.696	1.718	1.740	1.832	1.854
<b>15</b>						1.785	1.882	1.904
<b>16</b>						1.830	1.932	1.954

## Appendix B-1 — Licensed Professionals Extra Duty Salary Schedule 2020-21

Years Experience	1	2	3	4	5	06+
Schedule						
0	465	527	637	706	775	840
1	840	916	1022	1089	1195	1253
2	1232	1290	1398	1465	1571	1639
3	1606	1668	1777	1845	1989	2087
4	1989	2052	2166	2259	2395	2473
5	2367	2431	2576	2640	2816	2881
6	2749	2816	2952	3022	3229	3300
7	3125	3192	3336	3400	3640	3717
8	3466	3576	3717	3780	4054	4133
9	3848	3921	4088	4191	4431	4539
10	4231	4298	4508	4575	4846	4959
11	4611	4687	4890	4958	5261	5334
12	4993	5058	5261	5334	5673	5752
13	5365	5440	5651	5752	6100	6161
14	5752	5825	6061	6380	6507	6583
15	6124	6201	6441	6507	6923	6994
16	6507	6583	6825	6891	7343	7413

**Appendix B-1A — Licensed Professionals Extra Duty Salary Schedule 2021-22**

Years Experience	1	2	3	4	5	06+
Schedule						
0	467	529	640	709	778	843
1	843	920	1026	1093	1200	1258
2	1237	1295	1404	1471	1577	1646
3	1612	1675	1784	1852	1997	2095
4	1997	2060	2175	2268	2405	2483
5	2376	2441	2586	2651	2827	2893
6	2760	2827	2964	3034	3242	3313
7	3138	3205	3349	3414	3655	3732
8	3480	3590	3732	3795	4070	4150
9	3863	3937	4104	4208	4449	4557
10	4248	4315	4526	4593	4865	4979
11	4629	4706	4910	4978	5282	5355
12	5013	5078	5282	5355	5696	5775
13	5386	5462	5674	5775	6124	6186
14	5775	5848	6085	6406	6533	6609
15	6148	6226	6467	6533	6951	7022
16	6533	6609	6852	6919	7372	7443

Years Experience	1	2	3	4	5	06+
Schedule						
0	467	529	640	709	778	843
1	843	920	1026	1093	1200	1258
2	1237	1295	1404	1471	1577	1646
3	1612	1675	1784	1852	1997	2095
4	1997	2060	2175	2268	2405	2483
5	2376	2441	2586	2651	2827	2893
6	2760	2827	2964	3034	3242	3313
7	3138	3205	3349	3414	3655	3732
8	3480	3590	3732	3795	4070	4150
9	3863	3937	4104	4208	4449	4557
10	4248	4315	4526	4593	4865	4979
11	4629	4706	4910	4978	5282	5355
12	5013	5078	5282	5355	5696	5775
13	5386	5462	5674	5775	6124	6186
14	5775	5848	6085	6406	6533	6609

15	6148	6226	6467	6533	6951	7022
16	6533	6609	6852	6919	7372	7443

**Appendix B-2 — Licensed Professionals Extra Duty-Positions 2020-21**

*ELEMENTARY*

*MIDDLE*

*HIGH*

<i>ASSIGNMENT</i>	<i>Ass't.</i>	<i>Head</i>	<i>Ass't.</i>	<i>Head</i>	<i>Ass't.</i>	<i>Head</i>
Academic All-Stars						05
Activities Director						16
Athletic Director				06 X 4		14 X 3
Band		04			08	12
Band, Stage						06
Baseball					09	14
Basketball (B)			06	07	10	16
Basketball (G)		03	06	07	10	16
CIM Academy		<i>hrly rt</i>		<i>hrly rt</i>		<i>hrly rt</i>
Cross Country				03	03	10
Dance Advisor						12
Dance Choreographer					06	14
Drama				03	09	16
Flag Team						04
Football "B"			05	06		
Football "A"			06	07	10	16
Football Equipment Mgr.				01		
Forensics						11
Golf (B&G)						08
Horticulture		02				
HS Musical - Director						03
HS Musical - Choir Dir.						03
HS Musical - Orchestra						03
Intramural		\$13.40		\$13.40		\$13.40
Instrumental				04		
National Honor Society						05
Newspaper						10
Orchestra		04		04	04	06
Outdoor School(per night)				\$172		
Rally			00	03	01&05	07 X 2
School Store					02	04
Safety Patrol		01				
Soccer (B)					08	12
Soccer (G)					08	12
Softball					09	14
Summer School Director		01				
Swim					08	14
Teacher in Charge	\$1000.00					
Tech Spec./AIM				06		
Tennis (B&G)						08
Track (B&G)	03	04	05	06	09	14
Vocal		04		04	05	08
Volleyball			06	07	08	14
Water Polo					08	12
Wrestling			06	07	10	14
Yearbook						10
Newspaper/Yearbook				00		

*Each licensed professional who accepts the extra duty assignment of elementary vocal, band and/or orchestra will agree to perform three (3) concerts in addition to their other contractual obligations and will receive 1/9<sup>th</sup> of the 04 stipend for each school served.*

## Appendix B-3 — High School Chairpersons 2020-21

**High School Division Chairperson Positions shall be as follows:**

<i>Title</i>	<i>Amount</i>
<i>Counseling</i>	
<i>Language Arts</i>	
<i>Fine Arts</i>	
<i>Foreign Language</i>	
<i>Math</i>	
<i>Science</i>	
<i>PE</i>	
<i>Professional Technical</i>	
<i>Social Sciences</i>	
<i>Special ED Services</i>	
<i>ESL</i>	
<i>Business</i>	
<i>Health</i>	
<i>CAM</i>	<i>\$200 per section</i>

Compensation for High School Department Chairs shall be based on the number of licensed professionals in their department and shall be as follows:

No. of licensed professionals	Amount
1-12	\$3338
13-24	\$3502
25+	\$3829

*Extra workdays may be assigned by the principal as needed.*

*The formula for extra workdays is as follows:*

$$\frac{\text{Contract salary}}{\text{Contract days}} \times \frac{\text{Hours worked per day}}{8} \times \text{Number of days of summer employment}$$

*The above amounts will be adjusted in succeeding school years by the same percentage as the base salary.*

**Appendix – C-1**

**David Douglas School District No. 40  
Association Grievance Form**

Aggrieved Person(s) \_\_\_\_\_ Date of Presentation \_\_\_\_\_

Home Address \_\_\_\_\_ Home Telephone \_\_\_\_\_

School/Department \_\_\_\_\_ Subject Area/Grade \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Person against whom grievance is filed \_\_\_\_\_

Date grievance was discussed with immediate supervisor \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

1. Article and Section in Collective Bargaining Agreement that has been allegedly violated and any other relevant article:

2. Statement of grievance and the nature and the extent of the injury or loss claimed:

3. Remedy requested and any other remedy deemed appropriate:

---

Signature of Aggrieved

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE EAST COUNTY BARGAINING COUNCIL/DAVID DOUGLAS**  
**EDUCATION ASSOCIATION AND THE DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING ARTICLES TA'D DURING THE 2019-2020 BARGAINING SESSION**

1. ECBC, DDEA and DDS D agree that the following Articles have been TA'd during the 2019-2020 bargaining session meaning they will become current contract language during the 1-year agreement and these Articles will also be listed as TA'd at the beginning of the 2020-2021 bargaining session.

- Article 1: Preamble
- Article 2: Unit Definition
- Article 3: Strikes and Lockouts
- Article 4: Negotiation Procedure
- Article 5: Nondiscrimination
- Article 6: Council/Local Ch. Rights
- Article 7: Management Rights
- Article 8: District Site Councils
- Article 10: Certificated Grievance Procedure
- Article 11: Transfers
- Article 13: Temporary Licensed Professionals
- Article 16: Unpaid Leaves
- Article 17: Return/Leave or Layoff
- Article 18: Professional Growth
- Article 19: Tuition Reimbursement
- Article 22: Liability Policy
- Article 23: QEC
- Article 24: Mentor Program

2. The parties agree that this agreement does set precedence and will become part of the next contract agreement.

3. This agreement will expire on June 30, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**

**REGARDING**

*Elementary School Music Licensed professionals*

WHEREAS: Evening performance opportunities for Elementary School music licensed professionals were removed by the district to eliminate extra duty pay as a cost savings measure, and

WHEREAS: The ES music licensed professionals are proposing to be able to have 3 concerts per year.

THEREFORE: ECBC and DDSD hereby agree that:

1. For ES music licensed professionals, two (2) of the three (3) evening functions referenced in [Article 14, A.4](#) shall be dedicated to evening music performances at the licensed professional's ES building(s).
2. ES music licensed professionals shall be excused from six (6) hours of the formal conferences held in their buildings with the understanding that requested conference times or meetings would be set with parents on an as-needed basis.  
  
This six (6) hour release from conferences will be in exchange for providing one (1) additional evening concert. This would be at the mutual agreement of the Building Principal and the ES music licensed professional.
3. This agreement shall be in effect for the 2020-2021 school years and unless otherwise agreed to by the parties the specific language in the collective bargaining agreements will become effective July 1, 2021.
4. This agreement shall not set precedent.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**

**REGARDING**

*Tuition Reimbursement*

The parties have agreed to modify [Article 19](#) as follows:

1. Each year of the 2020-2021 collective bargaining agreement the District agrees to provide a pool of \$100,000 which can be used to reimburse bargaining unit members for tuition reimbursement. Reimbursement is limited to a maximum of \$1500, per year per bargaining unit member.
2. To be eligible for reimbursement bargaining unit members must obtain pre-approval to take the course from their supervisor, must pre-pay the tuition and provide the District with a copy of their transcription showing successful completion of the class.
3. At the end of each year contract year (e.g. June 30, 2015) all pre-approved courses will be counted and the \$100,000 pool will be divided equally among the bargaining unit members seeking reimbursement up to the maximum of \$1500. As an example, if there are 400 licensed professionals who have requested reimbursement and have met all the other conditions necessary to receive reimbursement, each bargaining unit member would receive \$250 (\$100,000 divided by 400).
4. The District will attempt to provide the licensed professional with the reimbursement payment in the final check for the applicable contract year but payment may need to be made a month later if there are bargaining unit members who are completing classes that do not end until the end of June.
5. If the number of requests for reimbursement allow for each licensed professional to receive the maximum reimbursement of \$1500 and the \$100,000 pool is not exhausted any remaining funds are returned to the District's General Fund and do not carry over into the next contract year.
6. This memorandum will be effective July 1, 2020 and expire on June 30, 2021 and unless otherwise agreed to by the parties the specific language in the collective bargaining agreement will become effective July 1, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Preparation Time for Elementary Licensed professionals*

The parties have agreed to implement [Article 14](#) (Working Conditions), Section 2 related to elementary licensed professional preparation time as follows:

1. For the term of 2020-2021 the District agrees to continue providing a daily average of thirty (30) minutes of preparation time during the student contact day.
2. The parties agree the following practice meets the District's obligation to provide a daily average of thirty (30) minutes of preparation time:
  - a. One (1) day a week elementary licensed professionals will participate in a forty (40) minute block of time dedicated to collaboration.
  - b. Four (4) days a week the District will provide elementary licensed professionals with a forty (40) minute block of time for preparing for class.
3. This memorandum will be effective July 1, 2020 and expire on June 30, 2021 and unless otherwise agreed to by the parties the specific language in the collective bargaining agreement will become effective July 1, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*MECP, Elementary, MS and HS Preparation*

The parties agree to the following:

1. For the duration of this agreement, the District shall provide licensed professionals an additional thirty (30) minutes of planning time per week above the amount currently provided by the contract and the late start/PLT time.
  - a. For example, the High School licensed professional workday begins at 7:20 am. On Wednesdays, the PLT time runs from 7:20 am to 8:20 am. 8:20 am to 8:50 am will be licensed professional directed preparation and planning time. The time between 8:50 am and student arrival shall be a licensed professional directed transition period to carry out professional responsibilities with no administrator directed meetings except in emergencies.
  - b. For example, the Middle School licensed professional workday begins at 7:45 am. On Wednesdays, the PLT time runs from 7:45 am to 8:45 am. 8:45 am to 9:15 am will be licensed professional directed preparation and planning time. The time between 9:15 am and student arrival shall be a licensed professional directed transition period to carry out professional responsibilities with no administrator directed meetings except in emergencies.
  - c. For example, the Elementary licensed professional workday begins at 8:00. On Wednesdays, the PLT time runs from 8:15 am to 9:15 am. 9:15 am to 9:45 am will be licensed professional directed preparation and planning time. The time between 9:45 am and student arrival shall be a licensed professional directed transition period to carry out professional responsibilities with no administrator directed meetings except in emergencies.
  - d. Nothing in the agreement shall require the District to provide a late start or early release during the term of this agreement, however, the additional thirty (30) minutes of licensed professional-directed preparation and planning time and the transition period must be maintained.
  - e. See [Article 14](#) Section A (3) for MECP.

This memorandum of agreement will be effective July 1, 2020, and will expire June 30, 2021. On July 1, 2021, the status quo shall revert to the contract language in effect prior to ratification of this agreement.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Middle School Athletics Coaching Salaries*

WHEREAS: The District reduced the funding level of MS Sports, due to budgetary constraints.

THEREFORE: ECBC and DDSD hereby agree that in order to maintain a comprehensive Middle School sports program, the salaries and paid positions are as follows:

**SALARY:**

- The coaching salary will be as follows:

		Assistant:	Head:
A	Football (15 weeks / 35)	2500	3500
B	Basketball B/G (10 weeks / 12)	X	3000
B	Wrestling (9 weeks / 35)	2000	3000
C	Volleyball (7 weeks / 12)	X	2000
D	Track & Field (8 weeks / 100+)	1750	2500

- The Coordinator for each sport (3 schools) will be \$3500 for the 2017-18 year only. During this year, coordinators and head coaches will meet and confer on how the coordinator's workload will be re-distributed to reflect any possible salary change.

**POSITION Guidelines:**

Sport	Head	Assistants*
Football	1	2
Volleyball	1	X
Wrestling	1	1
Basketball (B)(G)	1	X
Track	1	3

\*Assistants based on the number of participants.

**X = A JV program can be created if enough participants and a coach can be hired.  
 A no-cut policy would simply guarantee students the right to participate and learn, and ensure that the lesser skilled would have equal access to learning opportunities.**

A job description for each of the above positions is on file and has been shared with DDEA.

This agreement shall be in effect until June 30, 2021.

This agreement shall not set precedent.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Middle School Music Licensed Professionals*

WHEREAS: Evening performance opportunities for Middle School music licensed professionals were removed by the district to eliminate extra duty pay as a cost savings measure, and

WHEREAS: the MS music licensed professionals are proposing to be able to have 4 concerts per year.

THEREFORE: ECBC and DDS D hereby agree that:

1. For MS music licensed professionals only, two (2) of the three (3) evening functions referenced in [Article 14.A.4.](#) shall be dedicated to evening music performances at the licensed professional's MS building(s).
2. 30 hours of comp time may be used by MS music licensed professionals to provide two (2) additional concerts. Said time shall come from the four (4) conference days held in the fall and spring of the 2011-12 school year.
3. MS music licensed professionals shall be excused from the formal conferences held in their buildings with the understanding that requested conference times or meetings would be set with parents on an as-needed basis.
4. If a Building Principal and MS music licensed professional mutually agree, the 5th concert may be provided instead of any obligation during "back-to school" night.
5. This agreement shall be in effect for the 2020-2021 school year.
6. This agreement shall not set precedent.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**EAST COUNTY BARGAINING COUNCIL/ DAVID DOUGLAS EDUCATION**  
**ASSOCIATION**  
**AND THE DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Listening campaign around issues of Equity*

Whereas the parties support the David Douglas School District board policy around equity and hiring practices;

Therefore, a listening campaign around issues of Equity will be held, to include BIPOC staff, during the 2020-2021 school year. During this listening campaign, the focus will be aimed at, but not limited to, the following:

1. The District and DDEA will collaborate on creating a mentoring system that includes selecting mentors that represent a diverse background, that have expertise in culturally responsive teaching practices, have the same/similar specialty as their mentee and are preferably in the same building.
2. Implementation of anti-racism Professional Development for Staff in meaningful or timely collaboration or consultation with BIPOC students and educators (Student groups, Affinity groups, etc.) Prior to June 30th, 2021, the District and DDEA will determine a possible implementation timeline.
3. A process for prioritizing culturally responsive/anti-racist curriculum when adopting new curriculum.
4. Other equity issues brought forth during the listening campaign. Prior to June 30, 2021, the District and DDEA will collaborate on the most effective way to address these issues and a timeline for implementation.

D. The parties agree that this agreement does not set precedence.

E. This memorandum will expire on June 30, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**EAST COUNTY BARGAINING COUNCIL/ DAVID DOUGLAS EDUCATION**  
**ASSOCIATION**  
**AND THE DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Support for Diversification of the Certified Workforce*

Whereas the David Douglas School District has adopted a strategic hiring plan;

Whereas the David Douglas School District is committed to the “Grow Your Own” program, which promotes supporting district employees in becoming educators and administrators within our District;

Whereas the Regional Educator Network program is focused on supporting the diversification of the educator workforce;

Whereas retention of diverse educators is a mutual goal;

Whereas the parties support the David Douglas School District board policy around equity and hiring practices;

Therefore, the David Douglas School District #40 and the David Douglas Education Association agree to engage in discussions concerning the following during the 2020-2021 school year with the intent of changing Article 12: Reduction in Force, to be more reflective of the Districts Strategic Hiring Plan to recruit and retain a more diverse workforce:

A. The District and DDEA will engage in a comprehensive dialogue, which will include BIPOC Staff, to ensure a diverse racial and ethnic representation in this process, with the goal being to enact David Douglas specific best practices for the retention and recruitment of a diverse workforce.

1. These discussions will begin by November 1, 2020 with a target date to complete by April 1, 2021.
2. As a component of the dialogue between the District and DDEA, the parties will review Article 12 during the 2020-2021 school year and recommend possible changes that will support the hiring and retention of diverse educators:
  - a. Administration and DDEA Leadership will determine which, if any, teacher performance standards might be considered for the purpose of Article 12 – Staff Reductions for probationary licensed professionals.
  - b. Administration and DDEA Leadership will also determine whether or not to assign additional weight to performance standards and skills that measure ability and effectiveness in supporting traditionally underserved populations (students of color, students navigating poverty, homelessness, foster care, students with disabilities and emerging bilingual students) and serving students and their families in a culturally responsive and competent manner including bilingual skills for the purpose of Article 12 – Staff Reductions for probationary licensed professionals.
  - c. Any agreed upon MOU concerning these performance standards being added to criteria for staff reductions of probationary licensed professionals must be approved by East Count Bargaining Council and David Douglas Education Association members prior to its implementation.

B. The District and DDEA will collaborate to apply for an implement Regional Educator Network programs that will support the retention and recruitment of diverse educators.

C. The parties agree that this agreement does not set precedence.

D. This memorandum will expire on June 30, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE EAST COUNTY BARGAINING COUNCIL/DAVID DOUGLAS**  
**EDUCATION ASSOCIATION AND THE DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING - ARTICLE 21 GROUP INSURANCE BENEFITS**

1. During the 2020-2021 school year, DDEA and the District agree to research and, upon agreement, may implement a cost-neutral opt-out program during the 2021-2022 open enrollment period.
2. The parties agree that this agreement does not set precedence.
3. This agreement will expire on June 30, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Pay Column Advancement for SLPs, OTs and PTs*

The parties have agreed to implement the following for Article 20 (Salaries) Section F1 regarding pay column advancement for SLPs, OTs and PTs:

1. HR will be accepting all workshops, conferences and courses (including those on-line) pertaining to or required for license recertification from the date of hire up to Feb. 2018 for pay column advancement.
2. For all non-transcribed hours acquired after Feb. 2018, 60 hours per year of any non-transcribed workshops, conferences, or coursework (including those on-line) that are required for license recertification will be accepted for pay column advancement.
3. In-district professional development will not count toward pay column advancement, unless it has gone through the District (Curriculum) pre-approval process, by the staff member(s) leading the training. This will always be announced at the beginning of the professional development and you will be required to complete paperwork and pay the \$15.00 fee.
4. Unlimited credits from transcribed sources will be accepted at any time for pay column advancement. Pay column advancement happens (3) three times per year, per the CBA.
5. Any non-transcribed CEUs completed after Sept. 2, 2019 and being used for pay column advancement must be turned in to HR within one calendar year from the date of completion.
6. A certificate of completion from non-transcribed sources must be turned in to HR in order to receive credit.
7. The CEU log form will be required to be filled out and turned in with a minimum of 10 clock hours per log form. (Please do not turn in logs with 9 hours or less at one time.)
8. Admin pre-approval will no longer be required.
9. Any pay column advancement that should have been applied as of spring 2019 will be retroactive to the last salary adjustment of the 2018-19 school year.
10. Any pay column advancement that should have been applied for the 2019-2020 school year will be retroactive to the start of the current contract year.
11. Any licensed professional who has received an increase in salary, after February 2018 who used more than 60 CEU's to move on the salary schedule, will be required to earn 60 CEU's per school year until then reach enough CEU's to make up the difference. Once the HR audit is complete you will be notified if/how many CEU's are required to reflect the pay column you are currently on.
12. The parties agree that this agreement does not set precedence.
13. This memorandum will expire on June 30, 2021.

\*Signature Page Located on Page 59

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE**  
**ECBC/DAVID DOUGLAS EDUCATION ASSOCIATION**  
**AND THE**  
**DAVID DOUGLAS SCHOOL DISTRICT**  
**REGARDING**

*Extra Duty Position - Vocal, Troubadours Director*

WHEREAS: The Vocal, Troubadours Director shares the same responsibilities as the Band, Stage Director as an extra duty assignment.

THEREFORE: ECBC and DDS D hereby agree that:

1. The Vocal, Troubadour Director will receive a level 06 stipend, as listed on the Licensed Professional Extra Duty Salary Schedules (Appendix B – 1b and Appendix B – 1c).
2. This Agreement shall be for the 2020-21 and the 2021-22 school years.
3. This agreement shall not set precedent.