

**David Douglas School District 40**

**and**

**East County Bargaining Council**

**July 1, 2024 to June 30, 2026  
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-language pathologists and similar positions employed under contract by the District.
- B. Substitutes, 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.
- D. The District agrees to not subcontract or outsource permanent bargaining unit FTE without following Article 11.D.4. This excludes vacancies due to leave of absences.
  - 1. Subcontracting is a last resort and will be reserved for positions that are difficult to fill when other avenues have been exhausted.

### **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, during the term of this agreement, 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

- A. The Council and District Board agree that in accordance with state, local and federal law and school board policy as applicable, there shall be no discrimination and/or harassment in, but not limited to, employment, assignment and promotion of personnel; educational offerings and materials; and administration of this Agreement on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, mental or physical disability, pregnancy, familial status, economic status, veterans' status, marital status or age of any other persons with whom the individual associates.
- B. Race also includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type and protective hairstyles as defined by ORS 659A.001 (as amended by House Bill 2935 (2021)).
- C. "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identification, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.
- D. The District and Council prohibit retaliation and discrimination against an individual who has opposed any discrimination act or practice.

## Article 6 – Council/Local Chapter Rights

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

1. 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 ten minute Local Chapter announcements and discussion 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. If the staff is split into smaller groups during the faculty meeting, the District will provide a time and place at the beginning or end of the meeting when all licensed professionals will meet in one space.
2. 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.
3. 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 60 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. In addition to any Council time provided at staff meetings, the Council shall have 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**

1. 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.
2. 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**

1. The Association/Council President or a designee of the Association/Council shall have a reserved time during each monthly District Board Meeting. This time is to address the board regarding matters of professional or public concern. Association/Council members may address the District Board during the allotted public testimony time of any School Board Meeting by following the public process.
2. 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 DDEA President and 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.
3. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within ten (10) days of hire.
4. 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.
5. New licensed professionals will receive a copy of the Collective Bargaining Agreement informing them that the Council is recognized as the exclusive bargaining agent.
6. 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.
7. Upon request, results of all digital and in person exit interviews will be shared with the Association.
8. Upon request, the district will provide a report to the Council on the number of: 1) room clears, 2) major referrals (BIRFs) written, 3) number of suspensions and expulsions and 4) licensed staff incident reports for each building/site within five business days.

## 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. DDEA Officer Leave Days

1. The President of David Douglas Education Association shall be full time release unless the Association notifies the District by April 1 of each year that the David Douglas Education Association is opting to have half time release. The conditions for full time release shall be as follows:
  - a. The President of the David Douglas Education Association shall be released from their duties as a licensed professional full-time for the duration of their term in office to conduct Association/Council business.
  - b. The David Douglas Education Association shall reimburse the District for any compensation paid to the Association President during this release time. This includes any contributions made toward any employee benefits, including benefits under ORS chapter 238A.
  - c. Pursuant to [ORS 243.802\(6\)](#), the President shall receive full retirement credit for the entire duration of the release time without any loss of status, as long as they continue to meet any retirement contribution obligations pursuant to ORS chapter 238.
  - d. At the termination of a period of release time granted, the president shall have a right of reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority or benefits.
2. Half Time option at the discretion of the Council:
  - a. 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.
  - b. 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.
3. The Council's MECP Vice President Time Allowance: The DDEA MECP VP shall be allowed 4 hours per week and an additional one day per month (5 days provided by MECP, and 5 days provided by DDEA) to conduct Association business. This time will be represented on their Google Calendar. The scheduling of this time and the location shall be at the discretion of the Vice President. The MECP Vice President shall be considered a full-time employee of the District, with all benefits due.

**K. District and Association Joint Trainings**

1. 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.
2. 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**

- A. 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.
- B. 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. Each site Council will vote on whether or not to approve proposals. Voting may take place in person or electronically. A simple majority is needed to approve the proposal.
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.
3. Each building/site's Site Council will update the licensed professionals who may submit proposals quarterly with the amount of funds remaining and the process to submit a proposal. The Site Council will encourage licensed professionals to use all available funds each year.

## Article 9 – Rights of Teachers/Licensed Professionals

### A. Conformance with Law

1. 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.
2. The District will comply with all legal obligations to report physical or verbal abuse or intimidation of employees by students or families. The District will affirmatively support the licensed professional to resolve such issues.

### 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

1. 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.
2. However, Section 9.C.1 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 completed three (3) years of service with the District, 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](#).
3. 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

1. 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, unless the teacher responsible for the grade is not available for consultation. 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.

2. 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/licensed professional in writing within 5 working days.

**E. Teacher/Licensed Professional Evaluation**

1. 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.
2. 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.
3. 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.
4. 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.
5. The evaluator will provide an additional observation upon request of the teacher/licensed professional.
6. Following an observation an administrator will share with the teacher/licensed professional any information which could negatively affect their evaluation.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Plans of Assistance and Plans of Support: The District shall utilize the Probationary and Contract Employee Plan of Support (POS) and Plan of Assistance (POA) Checklist and [Reference Guide](#) when the

District has identified performance deficiencies that merit corrective steps. The District will follow all laws.

13. Licensed Professionals cannot evaluate other licensed professionals.

**F. Personnel Files**

1. Access and availability to personnel files shall be in accordance with state law, administrative procedures and [Board Policy](#) regarding personnel files.
2. 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's designee. Individuals listed in this section who have access to teacher/licensed professional personnel files shall maintain confidentiality.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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. 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.
8. A teacher/licensed professional may have a representative of the Association present with them to review their personnel file.
9. Upon request teachers/licensed professionals shall receive a copy of all materials placed in their official personnel file.
10. 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 or direction, will be removed from the administrators working file, if no similar offense has occurred in the last three years. All requests will be reviewed based on current laws governing personnel files.

11. 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.).
12. 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 may 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 Association 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, a copy of the written complaint will be provided to the licensed professional.
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.
10. 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.
11. 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 arbitral. 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 Teachers/licensed professionals will be included in the selection of district-wide instructional materials and programs and will either receive a substitute or be compensated for a specified amount of time. The district will make an effort to include classroom teachers from every building at the relevant levels.
- 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.
5. Upon request, the District will provide curriculum if none currently exists within the school in a timely manner. This includes curriculum and physical materials (e.g. books, workbooks, manipulatives) matching students' academic and/or functional level when it does not align with their grade level. When new curriculum is acquired, SLC teachers, Learning Specialists, and CTP teachers will be provided with the levels/parts of that curriculum appropriate for their students.
6. Pacing guides are recommendations in meeting the prioritized grade level standards. Licensed Professionals have the right to adjust the pacing and schedule of the curriculum to meet students' needs within their classroom. Licensed professionals are authorized to adjust pacing guides as necessary, with the aim of maintaining alignment while catering to the diverse needs of their students.
7. Licensed professionals shall teach grade-level standards while also differentiating their instruction to meet the unique needs of their students or classes. Elementary licensed professionals shall follow the instructional blocks outlined in district guidelines, with the flexibility to make adjustments as necessary to accommodate students' needs. This flexibility extends to providing opportunities for student breaks and movement.
8. Relevant IEP information including goals, services, and accommodations will be made available to general education teachers having special education students in their classrooms. If the teacher is expected to provide specially designed instruction (SDI), the district will provide training and support to effectively implement the SDI.
  - a. The district will provide an option to easily generate a report including the relevant IEP information (i.e. goals, services, accommodations) through a digital records system (e.g. synergy) for Special Education and 504 case managers.
9. The District will require the minimum amount of student testing as directed by the state, with the exception of screenings to access Title-1 services, the English Language Proficiency Assessment, TAG Assessment, Math Diagnostic and Special Education testing. Additional assessments will be selected through a collaborative process involving both the teacher and district work groups.

**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. There shall be no reprisal for any employee reporting safety or health concerns. 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, and trained if necessary, 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.

- c. The District will provide Itinerant MECP licensed professionals with a cell phone for professional purposes (scheduling and communicating) to ensure their safety and privacy.

2. Personal:

- a. The District will comply with both the [Students Rights and Responsibilities Handbook](#), [Behavior Handbook](#) and the [MECP 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 physical injury as defined by [ORS 161.015\(7\)](#), the student responsible for the injury will not return to the classroom until a meeting with an administrator or designee 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. In the case of itinerant MECP licensed professionals, the licensed professional will not return to the home/classroom until a meeting with an administrator or designee is held to collaborate with the licensed professional to create a written plan for re-entry to the home/classroom. In the case of MECP license professionals who work in preschool classrooms full time, they will have administrator support to create and implement a safety plan as soon as possible.
- 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 as set forth in [ORS 339.323](#), 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. Property Damage/Loss**

The District shall reimburse teacher/licensed professionals for loss of or damage to personal property, excluding automobiles, under the following circumstances. The District will provide and share a process to request reimbursement.

- 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 cumulative 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. In the absence of a receipt, the teacher may request that the District replace the damaged item(s).

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.
6. Licensed Professionals who do off-site visits (e.g. home visits and visiting preschools not on District property) as part of their job will not be held responsible for damage to district property including computers, phones, and hot spots if they are damaged while completing their professional duties.

#### **L. 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. If data from electronic surveillance is relevant to a matter of discipline, it must be considered in conjunction with other investigatory information (e.g. employee and/or student interview).

#### **M. 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. The District will make every attempt to secure funding for climate control in school buildings via grants, bonds, government programs, and/or other appropriate mechanisms in an attempt to maintain buildings between 65 and 85 degrees. Upon request the District will report efforts to secure funding, amount of funding, and spending related to climate control to the Association.
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.
3. The District will comply with the Oregon OSHA standards, as outlined in OAR 437-002-0156 Heat Illness Prevention.
  - a. Building/department safety committees will receive yearly training regarding [OAR 437-002-0156](#), Heat Illness Prevention to help them field questions regarding issues and concerns that are brought up at their site. In the event of inclement weather (including heat, cold, air quality, storms, acts of god, etc.), the District will provide all Safety Committee members with clear procedures and guidance.

4. Equipment Transportation and Delivery:
  - a. If requested, equipment used by licensed professionals will be delivered to their workplace, including computers, phones, hot spots, audiometers, etc. For MECP Licensed Professionals, their workplace is their assigned desk.
  - b. Large and/or heavy equipment that needs to be delivered to schools, preschools, daycares, or family homes, such as OT/PT equipment (e.g. walkers, standers, wheelchairs, etc.), will be transported and delivered by the District, if requested. Licensed professionals may make other arrangements at their own discretion.

## N. 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.
- c. The District will complete an annual survey of licensed professionals to identify priorities for professional development at the building, team, and district levels (MECP, elementary, secondary, CTP). The District and the Association will collaborate on all survey questions. The District will share the results with DDEA leadership and utilize the survey results when designing professional development as the budget and time allows. The District will publicize to all licensed professionals both a summary of survey results and opportunities for PD on those topics.

3. The District will make every reasonable effort to institute training by educators for educators, and will prioritize soliciting professional learning facilitators/leaders from in-district experts including licensed professionals. In-district experts will be paid at their hourly rate, up to an agreed upon specified amount of time, to prepare, design and provide professional development content if it is not currently part of their job duties.

### 4. New Responsibility Training

- a. When requested by a licensed professional, training and time will be provided by the district for new responsibilities related but not limited to new requirements around special education law. Standards Based Assessments, or other state mandated or District implemented initiatives.

**O. 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 defined in their post-retirement agreement.
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 as the law allows.

**P. Student Discipline**

*Section P applies to elementary and secondary levels*

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 and provided an explanation of the resolution of the issue before the student is returned to class. If a Behavior Incident Response Form (BIRF) was written, the teacher/licensed professional will be notified of the resolution in writing (ie: BIRF, e-mail or any other form of written communication).
  - a. When a BIRF is written that does not necessitate removal from class, the administrator/designee will provide a response to the BIRF within two school days.
  - b. When the BIRF disposition is restorative conversation/circle, relevant licensed professionals will be invited to participate. Coverage will be offered to allow for this when conflict impacts/involves the licensed professional.
6. Licensed professionals will not be required to contact parents/guardians regarding student tardiness unless it is part of the BIRF process.
7. Each building shall develop and distribute a written plan to address behavioral support. The plan must include the following minimum procedures and be in accordance with District policies and State law:
  - a. A multi-tiered behavioral support system (k-8)

- b. Procedure for requesting behavioral assistance (both short- and long- term)
  - c. A flowchart will be provided to show the procedure when disruptive behavior occurs, including names of those responsible for each action.
  - d. Procedure for addressing students who need to be removed from class, including when the principal or designee is out of the building
  - e. Procedure for writing referrals and process in which the resolution is communicated to licensed professional
  - f. Procedure for when an allegation of a threat/cause of harm has been made toward a licensed professional
8. The District and DDEA will continue to collaborate on issues regarding providing support in crisis situations, developing a process for when school-based interventions are not successful, and creating an atmosphere of combined support between schools and the District.
  9. Administrators/supervisors will meet annually with teacher/licensed professionals to review disciplinary standards and procedures to ensure uniform enforcement.
  10. At the council's request the district will provide a report to the Council on the number of: 1) room clears in each building, 2) major referrals written in each building, 3) number of suspensions and expulsions, and 4) licensed staff incident reports.

**Q. 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.

**R. 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 and the teacher/licensed professional may request any appropriate training.

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 and the teacher/licensed professional may request to be trained, as soon as possible, of the information received. Rules regarding student confidentiality will be observed.

#### **S. Physical Safety & Security of Staff**

1. David Douglas Schools and the Council agree that employees should not be subjected to adults who physically or verbally threaten, intimidate, and/or harm staff. If a licensed professional believes themselves to be threatened or intimidated, they have the right to end the interaction. The licensed professional will immediately notify their administrator and together, the licensed professional and their administrator will work to resolve the underlying issue(s).
2. De-escalation training will be available upon request for the licensed professional.
3. The District will follow all rules and regulations outlined in Oregon OSHA OAR 437-001-0765 regarding Safety Committees and Safety Meetings. All buildings/sites/teams will be represented by a safety committee. Committee training must include OSHA requirements and the principles of accident and incident investigations. The committee will meet per the district schedule. As required by OSHA, the District will ensure that workplace safety and health inspections (safety surveys) are conducted. Results will be shared with all licensed employees in the building/site/team. The committee will regularly review physical injuries and workplace impacts as documented by Incident Reports and will consider physical and mental health impacts on staff. The committee will share its findings with the Council and staff at each building/site/team at least quarterly.
4. MECP licensed professionals will have discretion as to whether or not they enter or continue to visit a home if they feel immediately threatened or unsafe. If a safety incident occurs or seems possible (based on each licensed professionals' professional judgment), in collaboration with their administrator, the licensed professionals may choose to:
  - a. Switch services to virtual until the District and licensed professional can agree that it is a safe work environment, or
  - b. Bring a second licensed professional or administrator to all home visits.
5. MECP Safety:
  - a. The District will communicate with families that firearms are required to be locked in a container if they are present. All MECP licensed professionals shall follow MECP Safety Practices as included by reference in the Agreement. *(This will be a link in the document.)*
  - b. The District will pay for treating bed bugs and/or lice acquired from working in homes.
  - c. The District will provide methods for clear communication using cell phones in the event of an emergency or safety incident.
6. Within three (3) months of the beginning of this contract, the District will update the MECP Caregiver Contract in collaboration with the Council.

## Article 10 –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, group of licensed professionals or the Council, that there has been a violation of the terms of this agreement or misapplication of a specific provision of the Collective Bargaining Agreement. A violation or misapplication of a contractual provision of this agreement may be processed through binding arbitration.
2. 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.
3. 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
4. **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 affected 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
5. **Day:** Any working school day. Weekends, vacation days, holidays or summer break are excluded.
6. **Immediate Supervisor:** Person who has the responsibility for immediate, direct supervision of the grievant.
7. **Representative:** Person(s) designated by the Council to represent a member, members or the Council.
8. **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.
9. **Board:** Shall mean the School Board of David Douglas School District No. 40.

**C. Grievance Procedure: General Procedures**

1. 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.
2. 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.
3. Specified time limits may be waived by written mutual consent of the parties.
4. 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.
5. 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.
6. 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.
7. 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.
8. **Level 1 Immediate Supervisor-Informal Level**
  - a. Within 20 days of when the grievant knew or should have known 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.

## 9. *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 to the Council. The Council will determine whether to forward the grievance to arbitration by following its internal procedures.

## 10. *Level 3A Arbitration*

- a. Applies only to grievances alleging a violation or misapplication of the terms of this agreement. This excludes grievances involving claims of discrimination by reason of age, national origin, race, religion, color, sex, sexual orientation, gender identity, disability or marital status.
- 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.

## 11. *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.
  - a. Administrative Transfer refers to transfers from one building to another which are initiated by the District.
  - b. 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/administrator and the licensed professional will collaborate to determine the scheduling/allocation of the extra days granted. This also applies to MECP licensed professional who teach in a PreK classroom setting.
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.
11. MECP Transfers: when MECP licensed professionals are transferred to a new desk/work location, they will receive a half day of release time to pack and half day to unpack.

#### **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.
  4. A determination of whether it is necessary to retain a qualified teacher with cultural and linguistic expertise, as set forth in ORS 342.934.
  5. Merit, as defined in ORS 342.934(9)(b), shall not be used as a criteria to determine the licensed professionals to be retained.
- 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.
  2. 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. Student Contact Time

Student contact time is defined as any time a licensed professional spends instructing or supervising students. The Council will be given notice of any proposed changes to student contact time by July 31<sup>st</sup>. The District will bargain upon demand as required by ORS 243.698 prior to implementation of any increase in student contact time from the following times:

Elementary: 5 hours and 20 minutes per day.

Middle School: 5 hours and 25 minutes per day.

High School: 5 hours and 40 minutes per day.

Fir Ridge and CTP: 5 hours and 30 minutes per day.

#### 2. Working Day

- a. 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 35 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.
- b. 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.
- c. Part time licensed professionals shall not be required to attend faculty or IEP meetings that are not contiguous with their workday.
- d. 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.
- e. MECP staff who are traveling/transitioning between site or home visits will be given a reasonable transition time, up to 15 minutes, documented on their calendar, to and from their 30 minute continuous lunch break.
- f. Elementary: Administrators may give licensed professionals required scheduling blocks including lunch, recess, specials, Title-1, ELD/associated content area, and other legally required services in order to allocate other staffing. All other academic scheduling (e.g. math, reading, writing) may be scheduled at the licensed professional's discretion as a grade-level team while meeting district-required instructional guidelines/academic minutes. The licensed professional will share their schedule with administrators and other relevant staff before the end of in-service week and will notify administrators and other relevant staff should they make changes to their schedule.

### 3. Planning Time

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

- a. MECP: teacher/licensed professional-directed planning time will be 30 continuous minutes per day, at a time chosen by the licensed professional and will not be during the last 30 minutes of the 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/licensed professional-directed planning time on Fridays: Full-time employees (1.0) will have a 150 minute block; .8 FTE will have a 100 minute block; .6 FTE will have a 75 minute block. Employees have non-class time on Friday to schedule meetings with families, attend community collaboration meetings, and/or complete the paperwork requirements.
  - i. Once per quarter on Fridays the district has the right to use or schedule 3.5 hours district directed time (e.g.: 8:00-11:30 this could include Geo meeting, PLTs, etc.) and employees will have 3.5 hours of continuous educator directed time (e.g.: 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.
  - ii. An additional two (2) days, in half day increments, of case management time may be taken at the MECP licensed professional’s discretion across the year as long as it is documented on their calendar a minimum of 5 work days in advance.
- b. Elementary: On a typical five day work week, elementary licensed professionals (PreK-5), will have four (4) days a week of forty (40) continuous minutes of preparation time during the student contact day. On Wednesday Late Start Days they will have a minimum of 30 minutes. In addition, each week at least three (3) forty (40) minute blocks of continuous licensed professional directed preparation time before school will be established. 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 five (5) licensed professionals (i.e. classroom specialists, Title-1 and TOSA’s) on a rotating schedule will be required to supervise bus duty. Licensed professionals assigned to bus duty will rotate among licensed building staff throughout the school year. To ensure safety during the first two weeks and the last week of school, administrators may assign additional licensed professionals to bus duty.
  - i. 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.
- c. 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.
- d. During late start time, every other late start will be educator-directed. The other late starts in the month will be district-directed. A schedule will be shared by the district each year prior to the school year starting.
  - i. Nothing in this agreement shall require the District to provide a late start or early release during the term of this agreement.

- e. Duty assigned shall be limited in the following situations:
  - i. No licensed special educators (e.g. SLPs, Learning Specialists, SLC teachers), shall be assigned duty. The District retain the right to ask for support, if needed.
  - ii. In Middle and High Schools, each year the district will gather input from staff regarding duty requests. The district will attempt to honor those requests when feasible.
- f. School Age Special Education (K-21) and Counselors: All licensed professionals who manage a student caseload (IEPs, 504s and SPED evaluations) will have protected Case Management time to complete their Case Management duties.
  - i. Elementary Learning Specialists will have one day per week, or the equivalent of, for Case Management duties. Secondary Learning Specialists will have a regularly assigned prep period on either an A day or a B day in addition to the prep period provided by Section 14.A.3.c.
  - ii. Speech-Language Pathologists will have one week per month (September through June) for Case Management duties. The District will make every effort to align these weeks with the 3:1 Service Delivery Model/Consultation Week as described by the American Speech-Language-Hearing Association.
  - iii. Supported Learning Classroom (SLC) and Community Transition Program (CTP) Teachers (SLC-AFS, SLC-SEB, and CTP) will have ten (10) full days per year for Case Management duties.
  - iv. Counselors will have 1 (one) full day per month for Case Management duties, including 504 plans.
  - v. Case management time (except for SLP case management weeks) shall be scheduled at the discretion of the case manager. SLPs shall have input annually on the monthly case management schedule for the following year.
  - vi. If a case manager who requires a substitute cannot secure one in order to take their case management time, they will be paid for their allotted time at their hourly rate via a PR4 form.
  - vii. Licensed professionals may choose to work on District property, in a space that is separate from students, during their case management time. If the District is unable to provide a private space away from students and colleagues, the licensed professionals may be on professional on-call status during their case management time.
  - viii. The District/Administrators may require case managers to attend pre-scheduled meetings for up to 1 hour per month during their case management time. Administrators shall not ask case managers to interrupt their case management time with any non-scheduled duties (e.g. responding to student behavior or time-sensitive needs, managing walkie talkies, substituting for absent staff in classrooms or on duty).
  - ix. An additional two (2) days of case management time may be taken at the case manager's discretion across the school year. The licensed professional will give their administrator 5 work days of notice and an explanation of the circumstances.
  - x. Counselors' duties will include alignment with the Counselor professional scope of practice as defined by Oregon OAR 584-245-0100.

- xi. Elementary case managers will be provided up to two hours per IEP to write and finalize Kindergarten Transition IEP's. This time can be taken as substitute release or extra duty pay.
  - g. School Age Case Management duties include but are not limited to Evaluation, Screening, Writing and holding IEP/Placement/Evaluation/Eligibility/504 meetings, Collaboration with other professionals, Data/records maintenance and documentation, Supervision and training of paraprofessionals and/or other classified staff, Consultation with specialists, Medicaid Billing, and Planning.
  - h. School-age related service providers (Occupational Therapists, Physical Therapists, School Psychologists and Assistive Technology) will have an option to be on professional on-call status: 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 during their self-directed work time not to exceed 20% of their work week. An additional two (2) days of professional-directed work time will be taken at the related services provider's discretion across the school year with prior approval of their Administrator.
  - i. Licensed professionals with the responsibilities to support tier-2 and tier-3 behavior supports (e.g. Student Behavior Specialists (SBS), and School Improvement Coordinators (SIC)) will be allotted time necessary to complete the required processes and paperwork related to Functional Behavior Assessments (FBAs) and Behavior Support Plans (BSPs). If their daily prep time is not sufficient, SBSs, TOSAs, and SICs will work with their administrator(s) to schedule regular additional time.
  - j. 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.
  - k. If a licensed professional is required to substitute for another licensed professional during their preparation time, the licensed professional will receive their per diem hourly rate for each period of substitution. Payment will be made in ¼ hour increments. TOSA's and/or Specialists who substitute for another licensed professional, during their work day, will be compensated for hours of 3.75 or more at the substitute rate. Compensation will be based on a half-day or whole-day depending on the number of hours in which the TOSA or Specialist substituted.
  - l. The licensed professional may work with their administrator to develop a schedule that includes a break if their assigned schedule requires them to be in contact with students for more than four consecutive hours.
  - m. If Middle School SLC teachers are required to attend Outdoor School (ODS) and students remain at school, a substitute teacher will be provided.
4. Special Education, Early Childhood Special Education, 504 Plan, and Behavior Support Meetings
- a. Scheduling support will be provided for case managers scheduling school-age special education, behavior, preschool home visits, kindergarten transition, and 504 meetings that require translation services.
    - i. This support will include finding a mutually agreeable day and time for all required meeting participants, scheduling an interpreter, creating a shared scheduling notice (such as a google calendar event) and inviting all staff participants, writing a meeting notice,

having the meeting notice translated, and sending the meeting notice with parents' rights to the family and the office staff.

- ii. In order to access this support, a process will be set up by the District with directions and timelines for case managers to plan around.
- b. The District will provide a process for translating Special Education meeting documents. Licensed professional Special Educators will not be required to translate IEP meeting documents as long as the identified process is followed.

5. Meeting/Duties Outside the Working Day

- a. Licensed professionals may be required to perform certain tasks outside the 7.5 hour day. Such tasks may include attending staff meetings, conferring with parents and students, and meeting with evaluators. This does not include emergency stand up meetings. For the purpose of holding staff meetings, Licensed Professionals may be asked to attend that meeting starting no more than 30 minutes before their reporting time and lasting for 1 hour total, or attend a staff meeting after school no more than 1 hour in length, up to 2 times per month.
- b. Additionally, licensed professionals may be required to attend up to three (3) evening functions per year.
- c. 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.
- d. 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.
- e. In the case of School Age licensed professional extended absences, it is the responsibility of the District to provide a solution to maintaining special education services to students. Special Educators who agree to help cover caseloads during another Special Educator's extended absence will be compensated at their hourly rate of pay by submitting a timesheet for services performed within the IEP and approved case management time. If additional FTE must be allocated for this coverage, it will be negotiated with the Council through a memorandum of understanding (MOU).
- f. In the case of MECP licensed professional extended absences, every reasonable attempt will be made to replace the licensed professional or provide coverage for their assignment. If the program administrators must look within the program to allocate support through rebalancing workloads, they will consider all licensed professionals across the program.

6. Meeting/Grading/Report Card/Conference Weeks

- a. No required meetings will occur with the exception of late-start Wednesday time 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. These weeks shall be shared with all licensed professionals no later than the beginning of each school year.
- b. For high school, the final grading period weeks would occur two (2) time per year and for elementary and middle school this would occur four (4) times per year.

- c. With Administrator approval, licensed professionals may use “flex-time” or “on-call status” on mid-term progress report days.
7. Working Locations for MECP
- a. When not providing in-person services, staff can utilize the option of working from home, an MECP office, or another community location.
  - b. In-person visits should be regular practice. However, if virtual visits are needed, these can be done from home if the licensed professional is able to arrive at their next in-person work location in 15 minutes or less.
  - c. Daily (Monday - Thursday) 30 minute planning may be performed from home if the licensed professional is able to arrive at their next work location in 15 minutes or less.
  - d. Professional Learning Teams (PLT) and Leadership and Data Team (LDT) meeting locations will be virtual or in person based on the majority decision of each group. If the group chooses virtual, these meetings can be completed from home if the licensed professional is able to arrive at their next in person work location in 15 minutes or less, or the group can agree to alternate / rotate locations.
  - e. With a request / agreement from community preschool teachers, collaborative consultation meetings can be held virtually and can be done from the office or from home if the licensed professional is able to arrive at their next in person work location in 15 minutes or less.
8. MECP Transition Time
- a. Travel/transition time: licensed professionals will have reasonable travel and transition time between locations during the work day.
  - b. This travel/transition time is between locations (e.g., preschool to preschool; preschool to home visit; home visit to site), not within the same site. This does not include commuting from home to work at the beginning of the day or work to home at the end of the day.
  - c. Licensed professionals will document travel/transition time and visit location addresses on their shared digital calendar system.
  - d. For safety and communication purposes, it is the expectation that licensed professionals will keep their shared digital calendar system up-to-date and accurate within one work day, including visits and absence information/time.
9. MECP Routines Based Interview (RBI) and Individual Family Service Plan (IFSP) Block: In coordination with their teams, MECP licensed professionals may hold one (1) two-hour window per week (Monday-Thursday) for the purpose of leading/attending RBI/IFSP meetings. RBI blocks held on the calendar must be used for their intended purpose 50% of the time or more. For RBI blocks held and not used for intended purposes to this criteria, an MECP administrator may ask that the RBI block be moved to make space for services to students.

## B. Work Year

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

1. School Age 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.
  - a. Elementary licensed professionals shall also have one additional work day within the school year. The content of this day shall be entirely directed by licensed professionals. Elementary licensed professionals have the option to be on professional on-call status during this day.
  - b. 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. 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.
  - c. 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.
  - d. During the start-up week for school-age licensed professionals, the equivalent of two (2) full work days will be District directed, and two (2) full work days will be self-directed by licensed professionals. One of the two days to be self-directed will be a complete day without interruption.
2. For Preschool licensed professionals if additional home visits outside of the work day are needed and approved by the administrator, they will be paid at their per diem rate.
3. 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. All six (6) days will be on-call status.
4. 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.
5. Additional Pay
  - a. All School Aged Special Education Licensed professionals (including Learning Specialists, SLC-SEB, SLC-AFS, Speech and Language Pathologists, Occupational Therapists, Physical Therapists and School Psychologists) shall have forty (40) hours of additional pay each year to be used at their discretion during the school year. School Age Special education licensed professionals (Learning Specialists, SLC, CTP, 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.

- b. Student Services TOSA's shall have thirty (30) hours.
  - c. 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.
  - d. Elementary Counselors shall have thirty (30) hours, Middle School Counselors shall have thirty six (36) hours, and High School Counselors shall have thirty hours (30) of additional pay in June and forty two hours (42) of additional pay in August. These hours will be paid via PR-4 as hours are worked.
  - e. In Lieu of this stipend, see Section A.3 for Early Childhood Employee workday/work year agreement.
  - f. If District administrators direct licensed professionals to reserve specific days outside the designated school year for work beyond what is described above, the licensed professionals will be paid at their per diem hourly rate. Licensed professionals should work with District Administration if they are unable to attend. This includes Student Services TOSAs and MECP Evaluation Team members.
  - g. The MECP evaluation team has 20 extra duty days built into their calendar. An A/B calendar will be created a year in advance and in partnership with the admin and the team of evaluators. The calendar will be based on data regarding referrals, history of no shows and cancellations throughout the year. These extra duty days are not voluntary. The administrator will work with the team to determine who will work specific days. Consideration of an evaluator's preferences and program needs will be considered.
6. Parent Teacher Conferences:
    - a. All levels: Conferences requiring an interpreter will not be scheduled by the Classroom Teacher.
  7. A committee including both District and Council representatives will meet annually to allow the Council to preview and provide feedback on the calendars for the upcoming school year for all levels, including MECP. The District retains the right to the final decision on the calendars each year. School aged licensed professionals will be informed of their detailed/leveled calendars by May 15th. MECP licensed professionals will be informed of their program calendar by the end of December of the prior year.

### **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. No later than the March Board meeting the District shall furnish the Association draft ratios for the subsequent school year. The Association will have the opportunity to provide written feedback that will be included in the budget committee materials as part of the budget adoption process.
3. 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.

## Elementary Class Loads

4. No later than the third week of school each elementary principal will review all situations where elementary teacher class loads, including specialists, exceed District standards ratios, and will consider options including:
  - a. Reallocation of current building resources.
  - b. Adjustment of class sizes within the building. If options a and b are not feasible, the principal will make a request to the District office for additional resources.
  - c. Class sizes between licensed professionals within the same grade level or subject area.
  - d. Caseload of special educators, related service providers, and counselors across settings/locations.
5. For the life of the contract the District will provide \$300,000 each year in an overload elementary classroom account. No later than October 15, the District will complete a review of all principals' requests and will prioritize those requests and will allocate resources available to the highest priority needs. If funds are remaining after October 15th, additional requests will be considered on an ongoing basis throughout the school year. The primary purpose of the fund will be to hire additional teachers; however, if the District determines that instructional assistants would be more appropriate to the needs, in a specific situation, some of the fund may be used for additional instructional assistant time. If the appropriate District office denies any request for additional resources, the District, at the school's request, shall provide the reason in writing to the principal and the Association. Upon Association request, the District will provide the Association with a report on the status of the elementary overload teacher account. Upon request, at the end of each school year, a report will be provided in writing to the Association including: funds remaining in the account, what requests were made, who/which positions were hired, when they were hired, and which schools they work at.
6. When elementary general education multi-grade classrooms are necessary, the district will attempt to staff the classroom with a veteran teacher. Licensed professionals with two years of experience or less will not be assigned to these positions. Multi-age classrooms should be a last resort to solve staffing and class size issues. *Please see Multi-Age Classroom Stipend in the Extra Duty Schedule, Appendix B.*
7. The District (including MECP) will attempt to make workloads equitable among licensed professionals with similar positions.
8. The District and the Council agree that staffing considerations for making equitable work assignments shall be based on the access and functional needs of students, will take into account all tasks required and actual times to complete data-driven decision making, will be sensitive to increasing legal requirements, will include the time required to meet due process requirements during the instructional day, will apply to a wide range of service delivery models, will account for increased communication needs, will be student centered, and will be supportive of licensed special educators. When a student registers at a David Douglas school, the grade-level team, SBS, and Special Educators, if relevant, will be notified and given one work day to provide input about classroom placement.
9. MECP service times in lieu of Caseload Caps: MECP licensed professionals will not work more than the following per day. MECP licensed professionals do not provide primary services on Fridays.

7.5 hours per day (Mon-Thurs) minus the following:

- 30 minute lunch daily
- 30 minute prep/planning block daily
- Reasonable transition time (individual based on caseload and locations)

- 2 hour RBI block per week (Mon-Thurs) (unless program requirements to complete RBIs are removed).
- The remaining time available is the maximum amount of service delivery minutes each licensed professional is available to work.

#### **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 or work from any other location 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. The District will collaborate with the Council to develop the make-up schedule including adding additional days. When a licensed professional has scheduled a leave day, outside of a continuous leave, and reporting to work is not required due to inclement weather, their leave day will be credited back to the licensed professional.
  - a. In the event of school closure/service canceling due to inclement weather, the District will not expect licensed professionals to communicate changes/expectations to families and outside agencies, including canceling of interpretation services.
  - b. In the event of school closure/service canceling due to inclement weather, all Early Childhood Special Education and School Age Special Education meetings will be canceled. Meetings will be rescheduled with the family/caregiver(s) and team as soon as is reasonably possible. For school-age Special Education Licensed Professionals, rescheduling will be documented with a prior written notice (PWN).
3. MECP employees shall follow inclement weather closure procedures as follows:
  - a. If your desk is located at Pacific Center, Glenn Widing, Marx, or the Evaluation Center: please follow the emergency closure information for the David Douglas School District.
  - b. If your desk or ECSE Classroom is located in any other district, follow the closure information for that school district.
  - c. If your desk is at Pacific Center, Glenn Widing, Marx, or the Evaluation Center and David Douglas is open, but a district you serve that day is closed, you would still be expected to work and can work from the location of your choosing. However, you would not travel within or provide home visits or site visits within the closed school district.

#### **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 or on their caseload. Staff will be trained and maintain their ability to provide these supports to allow for licensed educator absences, prep, lunch, and duties. If these trainings take place outside of the contract day, the licensed professional will be paid at their per diem hourly rate.
2. Medically Fragile Students & Students with Bathrooming or other Health Needs: The district will establish training and protocols designed to provide for the care and safety of such students (e.g. feeding,

diapering and/or toileting), while taking into consideration the limitations of staffing and facilities as well as liability concerns for the district and staff. The district will train more than one staff person for personal hygiene services for students covered by this section.

**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. School Age TOSAs who are required, by their administrator, to work outside the 7.5 hour day may request to either flex their daily schedule, accrue trade time that may be used at a later date, or be paid at their per diem hourly rate.
5. Elementary: When building-specific TOSAs (Language Development Specialist, Student Achievement Specialist, Student Behavior Specialist) are asked to substitute for another licensed professional or classified staff member, they will follow a rotation to distribute this workload.

## Article 15 – Paid Leaves

### A. Definition of Family

1. "Family member" means a spouse or domestic partner; a child of a covered individual or the child's spouse or domestic partner; a parent of a covered individual or the parent's spouse or domestic partner; a sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner; a grandparent of a covered individual or the grandparent's spouse or domestic partner; a grandchild of a covered individual or the grandchild's spouse or domestic partner; any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
2. The definition of "family" is to apply to all sections of article of 15, except when a section explicitly provides a different definition such as Section D.

B. All State and Federally mandated leaves laws will be posted in every staff room and in the quarterly HR newsletter.

### C. Sick/Health Leave

1. In accordance with [ORS 332.507](#), applicable to sick/health leave, licensed professionals shall be granted no less than, eleven (11) days sick/health leave for school-age licensed professionals and 12 days sick/health leave for MECP licensed professionals, as specified in [ORS 332.507](#) or one day for each month (30 days) worked by the District, whichever is greater. Sick/Health leave shall be available with full pay and with unlimited accumulation to all regular licensed professionals each fiscal year.
2. **Sick Leave Use**
  - a. Sick/Health leave shall cover absences due to personal illness or injury of any regular licensed professional or for any other reason set forth in; the Oregon Sick Time Law ([ORS 653.616](#)), Oregon Family Leave Act ([ORS 659A.159](#)), Oregon Military Family Leave Act ([ORS 659A.093](#)), or Oregon Protections Because Of Domestic Violence, Harassment, Sexual Assault or Stalking ([ORS 659A.272](#)). Sick/Health 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/health leave in accordance with the written certification of their physician that the licensed professional was disabled and unable to perform their duties.
  - b. 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.
  - c. With the exception of Parental leave, the employee shall use accrued paid leave in accordance with FMLA/OFLA in the order designated by the employee. This section only applies to paid leaves.
  - d. 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 (as applicable) and are able to return to their duties or after the use of any sick/health 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/Health 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 eleven (11) or twelve (12) 3.75 hour days, depending on work calendar, of sick/health 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/health 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/health 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/health leave is the unused portion of sick/health leave granted in a prior fiscal year including any transferred from other Oregon school districts in accordance with Oregon law. Current sick/health leave is sick/health leave granted during the current fiscal year.
6. All current sick/health leave, as defined above, shall be credited to a licensed professional's sick/health leave account when they assume 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/health days occurring prior to the granting of current sick/health leave if the absence because of illness occurs within the current fiscal year.
  - a. New licensed professionals without experience will be granted the eleven days sick/health leave for school-age licensed professionals and 12 days sick/health leave for MECPC licensed professionals, as specified in [ORS 332.507](#) 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/health 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/health 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/health 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 receive compensation from Workers' Compensation shall be considered as sick/health leave. At the licensed professional's request, Workers' Compensation for time lost (but not disability settlements) shall be deducted from sick/health leave compensation paid to the licensed professional by the David Douglas School District. However, the amount of sick/health leave time charged against the licensed professional's sick/health leave account shall be only that portion of each day for which they are actually compensated by the District.
  - a. 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/health 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/health leave time deducted from their

sick/health leave account would be 10/20 of one day for each day they are absent and compensated by Workers' Compensation.

**D. Other Paid Leaves**

Licensed professionals may use up to ten (10) days of paid leave per year for personal, family illness, bereavement, emergency purposes, and religious/faith based holidays 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/health leave or in addition to sick/health leave.

2. Bereavement Leave

An absence due to a death of a family member or loved one 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

a. An absence to conduct personal business shall be limited to four (4) days. Licensed professionals need not disclose the nature of their personal business when requesting such leave.

b. 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.

c. Leave must be approved at least 24 hours in advance unless needed for an emergency.

5. Religious/Faith Based Holidays: An employee shall have three (3) of their ten (10) leave days for observance of recognized special holidays which they believe to be mandated by their religion.

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

7. Definition of Family for Paid Leave Days (applicable to Section D)

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. Paid Leave Oregon (PLO)

1. The District offers an approved equivalent plan to the Oregon Paid Leave (PLO) Program, that is administered by a third party administrator, and which applies to all members of the bargaining unit, in accordance with [ORS 657B](#) and subject to the following:
  - a. Using Paid Leave Pending PLO Approval: Provided the employee has complied with the notice requirements required by the plan, if the employee is unable to work while approval of the PLO claim is pending and upon the employee's request, the district will directly pay an employee their regular pay but deduct from the employee's paid leave banks as directed, in writing, by the employee – e.g., sick leave, personal leave, etc. Once days of an employee's leave bank are used under PLO they cannot be returned to the employee's bank.
  - b. Making Employees Whole: Once the third party administrator has approved an employee's PLO leave, the district, upon written request by the employee, shall pay in increments of none, half or full days of paid leave and deduct from the employee's paid leave accruals as directed in writing by the employee – e.g., sick leave, personal leave, etc. – or, if approved by the Council Sick Leave Committee, donations to the employee from the sick leave bank. Once days/hours of an employee's leave bank are used under PLO they cannot be returned to the employee's bank. If a Licensed Professional chooses to use PLO, they will receive at least the full value of their days used.
  - c. Employees on PLO leave will continue to accrue seniority and health benefits on the same terms and conditions as if they were actively performing their job duties, this includes the employee being responsible to pay the District for any out of pocket premiums for benefits and supplemental plans.
  - d. All payments received from the third-party administrator for approved PLO is taxable. It is the employee's responsibility to complete the appropriate tax forms and return them to the third party administrator in a timely manner if they want taxes withheld.

## 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/health 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 ~~in~~ 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, retiring under OPSRP 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/health leave, valued at \$45 per leave day, up to a maximum of 10,000. If eligible, Tier I and Tier II employees may request the District payout the number of days they accumulate, unused sick/health 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/health leave as part of their PERS retirement formula. The sick/health 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/health leave payout will be on August 15<sup>th</sup>.)

- K. A member who receives a benefit under Workers' Compensation Insurance may elect to use accrued leave to make up the difference between their benefits and their normal wage. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal wages.
  
- L. In the case of large scale emergencies, such as an infectious disease epidemic, the District will notify the Council as soon as practicable and bargain upon demand, as required by law and in accordance with [ORS 243.698](#), any district-wide responses and/or changes to operations related to licensed professional health and safety.

## 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**

1. 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.
2. 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**

1. 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.
2. 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.

**G. [See article 15.E related to Paid Leave Oregon](#)**

## 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 \$151,009 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 Western Region 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 \$27,604 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 Western Region formula.
- E. MECP Licensed Professionals shall have access to \$161,000, not to exceed \$700 per person for registration costs for continued education/professional development and will be increased annually using the previous December's CPI-W Western Region formula.

## Article 19 – Tuition Reimbursement

- A. Each year of the 2024-2026 collective bargaining agreement the District agrees to provide a pool of \$150,000 which can be used to reimburse bargaining school-aged unit members for tuition reimbursement. The pool will be increased annually using the previous December's CPI-W Western Region formula. Reimbursement is limited to a maximum of \$1550, per year per bargaining unit member on a first come first serve basis. 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. These courses can include accredited undergraduate courses to learn an additional language spoken by students in the district, as well as specific classes and conferences relevant to professional licensure for licensed employees who do not need TSPC licensure.

- B. MECP Licensed Professionals shall have access to a pool of \$30,000, which can be used to reimburse MECP bargaining unit members for tuition reimbursement. The pool will be increased annually using the previous December's CPI-W Western Region formula. Reimbursement is limited to a maximum of \$1550, per year per bargaining unit member on a first come first serve basis.
- C. To be eligible for reimbursement bargaining unit members must complete an application for reimbursement and obtain pre-approval to take the course from their supervisor and Human Resources.
- D. During the life of this contract licensed professionals who are on the MA+45 column of the salary schedule may use up to \$1000 of their allocated tuition reimbursement 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.
- E. 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.
- F. Tuition reimbursement will be prorated for less than full time licensed professionals.
- G. The District will 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.
- H. The District will inform licensed professionals when the cap of \$150,000 has been met in funds approved (though not necessarily spent) prior to approval of their application.
- I. If the number of requests for reimbursement allow for each licensed professional to receive the maximum reimbursement of \$1550 and the pool is not exhausted, any remaining funds are returned to the District's General Fund (school aged only) or reallocated to MECP and do not carry over into the next contract.

## Article 20 – Salaries

### A. Salary Compensation

1. Salaries for the school years 2024-2026 shall be set forth in the salary schedule in [Appendix A-1](#). For 2024-2025 school year the salary schedule will be adjusted by these criteria:

- A 9.0% COLA applied to the BA Step 1 cell.

For the 2025-2026 school year the salary schedule shall increase by 3%.

All columns will have 16 actual steps. Licensed professionals in columns formerly limited to less than 16 actual steps shall move one step per year per Section 20.B.1-2

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](#).

2. During each year of the contract, licensed professional who have completed sixteen (16) years or more of service to the District shall receive a one-time stipend of \$750.00. Licensed professionals will be eligible for the stipend the contract year following the completion of their 16th 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 professionals who are eligible as of the date of payment.
  - a. For members assigned to MECP, service to the District shall be inclusive of prior service in MECP at prior employers.
  - b. Licensed professionals who work less than full time will be paid at the pro-rated portion of a full time salary.
3. Bilingual Stipend: Licensed professionals who meet district requirements to be deemed bilingual (be proficient, by way of testing), in the identified language, work in a setting (e.g. school, home community, geo team) where a minimum of two households of students speak a common language other than English according to the October 1 enrollment reports and require an interpreter, or licensed professionals who work directly with the David Douglas community, will be eligible for the bilingual stipend and will receive a \$1000 annual stipend.

The stipend is determined on an annual basis based on the October 1 enrollment at each school. This may mean a licensed professional may be eligible for the stipend one year and not another year. Each year, the District will inform licensed professionals of their potential eligibility and provide the opportunity to indicate their eligibility. Licensed professionals will only have to test one time and are not required to test every year.

4. Licensed professionals who have an earned doctorate shall receive a 5% stipend each year.

### B. Salary Placement

1. 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.
2. 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.

3. All licensed professionals are placed on the licensed professional salary schedule no matter the position they hold. Placement on the salary schedule is based on their degree(s), any additional credits earned after the degree(s), and professional experience. Verifiable professional experience is based on the following:
  - a. The Licensed Professional must submit a verification of experience form to Human Resources for all experience that might place them on the salary schedule.
  - b. The District will evaluate each form to confirm:
    - i. The experience was in an educational, healthcare, or birth to five setting. These may include school age (PreK-21) educational settings at an accredited school district, ESD or contractor who's contracted with a school district and the licensed professional assignment was 100% at a school district; or healthcare settings where the licensed professional worked under their professional license; or early childhood settings serving children in the birth to five age range with a relevant degree (Bachelors, Masters, or PhD).
    - ii. That the educational or healthcare institution was accredited, or that the birth to five setting was appropriately licensed.
    - iii. That the licensed professional held a professional degree/license during the time of their service.
    - iv. The licensed professional completed at least 96 days of full-time service or at least 180 days of half-time service, depending on the contract length in the relevant setting.
4. Education Placement is based on transcripts, degrees earned, and credits after the degree was earned.
  - a. The Licensed Professional must submit official transcripts (in sealed envelopes or electronically directly to DDS) for their bachelor, masters or any credits after their earned degree that might assist placing them on the salary schedule.
  - b. The District looks at the date degree(s) was earned:
    - i. Two bachelor's degrees earned on the same date/at the same time will count as one bachelor degree (no less than 180 quarter credits or equivalent semester credits) and any additional BA-level credits will be used to place the licensed professional farthest right on the salary schedule as additional credits allow.
    - ii. Two master's degrees earned on the same date/at the same time will count as one master's degree (no less than 40 quarter credits or equivalent semester credits) and additional MA-level credits will be used to place the licensed professional farthest right on the salary schedule as additional credits allow.
    - iii. Additional credits after the date the bachelor's or master's degree was earned shall be credited for salary table (column) placement.
    - iv. If a licensed professional holds a bachelor's and master's degree, with no additional credits after the masters, they shall be placed on the BA+105 column (in lieu of the MA column) if they have 105 quarter or equivalent semester credits post receipt of the bachelor's degree.

v. If a licensed professional has earned a MA degree (no less than 40 quarter credits or equivalent semester credits) and an endorsement at the same time, endorsement credits beyond 40 quarter credits will be counted in addition to the MA degree.

c. Licensed Professionals may request, in writing, that HR reconsider their educational placement on the salary schedule for up to one year of this contract going into effect. If eligible for an educational placement adjustment, it will be effective for the 2024-2025 school year.

5. Credits after the degree was earned:

a. Must be graduate level courses towards an advanced degree, directly related to the licensed professional's assignment, new specialization, or new subject endorsement.

b. Must receive a grade or pass (no incompletes).

c. Undergraduate credits will count towards salary schedule movement if they relate to the teaching assignment, a new endorsement, a second language, or computer/technology courses.

6. Speech Language Pathologists, Occupational Therapists, Physical Therapists and School Psychologists shall be placed on the MA+45 column. Step placement shall follow Section B.3.b above.

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 Council in accordance with the payroll-deduction authorizations signed by the member and provided to the Council.

The Council will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts, as well as payment remittance data instructions for reporting dues payments. The District shall rely on the authorization list and the payment remittance data instructions to make the authorized deductions and to remit payment and data 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, beginning in October and ending in July of each year. All monthly NEA/OEA dues shall be sent to OEA along with an excel-compatible register within ten business days of each pay period. All Local Chapter dues shall be sent to DDEA, along with an excel-compatible register within ten business days of each pay period.
  - a. If a bargaining unit member becomes an Association member after the first paycheck and dues deduction, OEA, NEA, and local chapter dues shall be prorated, equally divided, and deducted from the remaining pay periods.
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**

Appendix A shall be adjusted so that licensed professionals who have earned 127 units (or the equivalent) after being placed on the BA column shall be placed on the MA+45 column.

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. District Professional Learning and Development
  - a. DDS D acknowledges the essential role of professional learning and development (PLD) in fostering the continuous growth of knowledge, skills, and competencies among licensed professionals.
  - b. Licensed professionals are eligible to receive in-district credit in lieu of compensation for participating in district-sponsored PLD activities aligned with their job responsibilities and conducted outside of

contracted hours. For every ten (10) hours of documented professional development, one (1) credit hour shall be awarded.

- c. Licensed professionals are responsible for monitoring and accurately recording their participation in eligible PLD activities. Documentation should be submitted to the Human Resources department by June 15th of the year when the PLD activities take place. Acceptable forms of documentation include attendance records and completion certificates. It is not permissible for licensed professionals to request district personnel to reprint lost or misplaced certificates. The District reserves the right to verify the authenticity and eligibility of submitted PLD activities.
  - d. Earned credits may contribute to progression on the district pay scale; however, they are non-transferrable and shall not accompany licensed professionals upon their departure from the district.
2. 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.
  3. FOR SLPS, OTs, and PTs the following procedures will apply:
    - a. For all non-transcripted hours acquired after Feb. 2018, 60 hours per year of any non-transcripted workshops, conferences, or coursework (including those on-line) that are required for license recertification will be accepted for pay column advancement.
    - b. 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.
    - c. Unlimited credits from transcripted sources will be accepted at any time for pay column advancement. Pay column advancement happens (3) three times per year, per the Section 20.F above.
    - d. Any non-transcripted 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.
    - e. A certificate of completion from non-transcripted sources must be turned in to HR in order to receive credit.
    - f. 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.)
    - g. Admin pre-approval will no longer be required.
  4. 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**

1. Licensed professionals shall be paid for the 2024-2026 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.
2. 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.
3. 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.
4. 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.
5. Pay will be prorated for extra duty due to required playoffs beyond the OSAA cutoff date.

**I. Miscellaneous**

1. Licensed professionals may opt to have their 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 payday.
2. For 2024-25, Paychecks shall be issued on the last licensed professional workday of each month. Starting in July of 2025, licensed professionals will be paid the last business day of each month, except for December which will be paid on the 20th. If the 20th falls on a non-business day, paychecks will be issued on the last business day prior to the 20<sup>th</sup>. Pay calendars as follows:

| GROUP                              | PAY PERIODS        |
|------------------------------------|--------------------|
| School Age licensed professionals: | September – August |
| MECP licensed professionals:       | July - June        |

- a. All licensed professionals can access the payroll schedule for the year on the district website.
- b. Final paychecks due to resignations will be issued on the next scheduled pay date, after the date of resignation.

## Article 21 – Group Insurance Benefits

### A. Schedule

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.

### B. Insurance Pool

1. During the 2024-2026 contract years, the District will utilize 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.
2. The following Insurance Cap amounts, insurance pool contributions and formula change have been agreed upon and will be effective starting July 1, 2024.
3. Eligible licensed professional employees will be able to select insurance plans during enrollment based on the following District contribution cap amounts:

| DISTRICT INSURANCE CAP AMOUNTS      |           |           |
|-------------------------------------|-----------|-----------|
|                                     | 2024-25   | 2025-26   |
| Employee Average Daily Hours        | 7.5 hours | 7.5 hours |
| District Cap Eligibility Percentage | 100%      | 100%      |
| Medical Plan Type                   |           |           |
| Employee Only                       | 1272      | 1316      |
| 2 Party                             | 1802      | 1864      |
| Employee + Child(ren)               | 1802      | 1864      |
| Family                              | 2121      | 2194      |

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

C. HSA

Licensed professionals who qualify for an IRS qualified Health Savings Account by selecting a High Deductible Health Plan and who have no other health coverage (except as permitted by the Internal Revenue Code), are not enrolled in Medicare and are not a dependent of another. The District shall contribute \$100/month to HSA accounts each plan year.

1. Licensed professionals may also choose to divert salary into their Health Savings Account on a pre-tax basis through a salary reduction agreement. Salary diversion is also subject to calendar year contribution limits imposed by the Internal Revenue Code in effect at the time of deduction. Employees are responsible for making sure they do not exceed the annual IRS limits.
2. Licensed professionals are responsible to ensure account activities are in compliance with IRS regulations. Licensed professionals who choose a HSA compliant medical plan are responsible for setting up the HSA account during the open enrollment period or the first time an individual is eligible to enroll in insurance. Eligible employer contributions will begin after timely receipt of the employee's HSA account information.
3. Licensed professionals may choose a HSA custodian from a list of district-approved vendors.

D. **Opt out incentive:**

The District agrees to pay \$375.00 per month into an Integrated General Purpose (HRA) for every unit member agreeing to opt out of the district medical insurance plan explained, subject to the limitations and conditions required by OEBB. Such licensed professionals must provide evidence that they are covered by a qualifying group insurance plan (this excludes coverage bought on the individual market, Oregon Health Plan/Medicaid, Veterans' Administration Health Benefit Program and Student Health Insurance). Licensed professionals who opt out of the District provided medical plan shall be eligible to receive dental, vision, mandatory life and mandatory accidental death and dismemberment benefits with health reimbursement arrangement with their remaining CAP. Employees who opt out of medical coverage shall be eligible to select an Integrated General Purpose HRA that licensed professionals can use while employed (Integrated General Purpose HRA).

The Council and District shall collaboratively select the vendor who shall administer the accounts for the participating licensed professional.

E. Insurance Pool Eligibility

1. The District will fund an insurance pool based on the insurance pool rates per eligible licensed FTE listed below:  
  
2024-2025: \$1,557 per eligible licensed FTE  
  
2025-2026: \$1,607 per eligible licensed FTE
2. 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.
3. 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.

4. 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 (yearly amount per eligible licensed FTE from the insurance pool rates on the previous page) 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), employer contributions to individual HRAs for licensed professionals who have opted out of medical insurance, third party administration costs, if applicable, and HSA contributions. Maximum amounts based on District Caps at the beginning of this article. |
| Equals:         | Monthly pool balance available to distribute     |  |

5. 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.

6. 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

7. 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.

**F. Other Benefit Agreement**

1. Coverage for new licensed professionals 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.
2. Licensed professionals may participate in an IRS Section 125 account (a flexible benefit cafeteria plan) by appropriate payroll deductions. The plan to be offered will include (1) dependent daycare spending accounts, and (2) health care spending accounts.
3. 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.
4. No unused licensed professional contributions will be paid to licensed professional in cash.
5. 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.
6. For licensed professionals working less than full time (per day) the amount of the premium paid by the district will be prorated.

7. 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.
8. All matters relating to claims under group insurance coverages are excluded from the grievance procedure.
9. Insurance for domestic partners will be provided in accordance with state law.
10. The District shall provide an Employee Assistance Plan (EAP) that allows confidential self-referral at no cost to bargaining unit members. The EAP shall provide at least six (6) confidential counseling sessions for bargaining unit members and members of their family. Information about how to contact the EAP provider directly shall be provided to all employees. Only statistical summary information about employee contacts will be given by the EAP provider to the District.
11. All members shall enroll in, and pay the premiums for, a Long Term Disability (LTD) insurance plan. The Council shall select the LTD plan prior to the OEBC plan selection deadline from the options made available each spring by OEBC. The premium for the LTD plan shall be deducted from the members' salaries with post-tax dollars.

## **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. A Quality Education Council (QEC) is a structure for collaboration 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 MECP) and five (5) District Representatives (including four (4) administrators and one (1) school board member).
- B. Topics that the QEC will address shall include, but not be limited to, changes to the evaluation handbooks, professional development for licensed professionals, and updating and streamlining behavior support processes.

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

### **A. District Mentor Program**

1. A District Mentor may be approved for school-age licensed professionals hired with zero years of experience during their first two years in the professional. Program goals of the district mentoring program are teacher retention and acceleration of educator effectiveness. District Mentors will survey mentees annually to inform program evaluation.
2. The District retains the right to discontinue this program in collaboration with the Council.
3. District Mentors will not serve in an evaluative or supervisory role unless required by licensure.
4. The District agrees to create a District Mentor/PALS Handbook outlining the purpose and expectations of each program. This Handbook will be posted on the District website.
5. 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 regarding performance issues.

### **B. Induction**

1. New hires with zero years of teaching experience (excluding student teaching) may be required to attend monthly District 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 MECP employees. All required classes and meetings specifically for new hires and new educators held outside of contract hours, including New Hire Orientation, will be compensated at the licensed professional's hourly rate.
2. Induction for School-Age Special Educators, Counselors, and Student Behavior Specialists/School Improvement Coordinators: Upon hiring, the District will provide training and reference materials to guide new hires in how to use documentation systems (e.g. Synergy), roles and responsibilities, legal requirements and timelines in Oregon, and District processes and timelines (e.g. progress reports, report cards, SIT & IPS process, IPBIS process). Any work of this type required to be done outside of contract hours will be paid at the licensed professional's hourly rate.
3. The District will provide each new employee with current copies of the employee handbook, behavior handbook, and Student Services/Special Education handbooks, and/or MECP procedure manual for MECP. These will be shared annually digitally or in hard copy by October 1st. These documents will also be readily available on the District website at all times.
  - a. The District will provide all needed materials for training, such as computers and access to District email and programs (e.g. synergy). For licensed professionals hired 7 or less days prior to the August New Hire Orientation (NHO), where relevant technology (e.g. log in credentials, computer with synergy access, etc.) is not available right away, the new hire(s) have the option to attend the very next scheduled NHO for those portions of the training. They will be paid their hourly rate.
4. For MECP licensed professional induction at hiring:

- a. Before licensed professionals are required to enter homes alone they will receive safety training selected by the District in collaboration with the Council.
- b. Licensed professionals will have a reasonable amount of time to review their new caseload before serving students/families.
- c. They will be informed of their mentor's name and contact information within one week of hire.
- d. Licensed professionals new to MECP will receive training in District and MECP policies and procedures within two weeks of hire.

**C. Peer Advice Leaders (School Age)**

1. A Peer Advice Leader may be provided for each beginning licensed professional during their first year of work in education for the purpose of providing support and assistance. A Peer Advice Leader will have work experience in a similar area as their mentee (e.g. Specialists, Special Education, Early Intervention) when possible. Any licensed professional new to the District may request a Peer Advice Leader for one year.
2. Participation in the peer advice program will be voluntary on the part of the Peer Advice Leader. The District will talk with the potential Peer Advice Leader prior to making the assignment to ascertain the licensed professional's interest and willingness to act as a Peer Advice Leader. Refusal of a licensed professional to act as a Peer Advice Leader will not have a negative impact on the licensed professional.
3. During the year, if either the Peer Advice Leaders or the new licensed employee determine the match is not working either party may request the administrator will attempt to find a new member for the new licensed employee.
4. Information gained through the mentor program will be held in confidence between the Peer Advice Leader and the beginning licensed professional. Peer Advice Leaders will not be called to testify by either the District or the Council regarding performance issues.
5. Peer Advice Leaders will not serve an evaluative or supervisory role towards the new licensed employee unless required by licensure. They will not assign additional tasks to the new licensed employee.
6. Peer Advice Leaders will not take more than 40 minutes per month of their mentee's time unless required for licensure. The new employee may request more time with their advisor.
7. The District retains the right to discontinue this program in collaboration with the Council.
8. A Peer Advice Leader may be assigned up to 3 mentees.

**D. MECP Mentors**

1. An MECP Mentor may be provided for MECP licensed professionals hired with zero to two years of experience in EI/ECSE.

2. A mentor will be provided for each beginning licensed professional during their first year of work in EI/ECSE for the purpose of providing support and assistance.
3. 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 regarding performance issues.
4. Mentors will not serve an evaluative or supervisory role towards their mentee unless required by licensure.
5. The District agrees to create an MECP Mentor Handbook outlining the purpose and expectations. The Handbook will be posted on the District website.

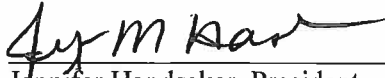
## Article 25 – Duration and Implementation of the Agreement

- A. This agreement shall be effective upon ratification and shall be binding upon the Board and Association and their members through June 30, 2026.

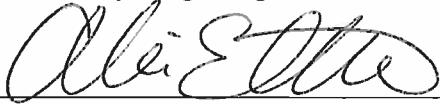
The effectiveness of any provision of this agreement with a monetary or budgetary effect is contingent upon the availability of funds sufficient to operate the functions of the District and provide for the economic provisions contained in this agreement. The District shall include in each initial budget 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 [ORS.243.712](#).

- 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.
1. 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](#).
  2. 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.

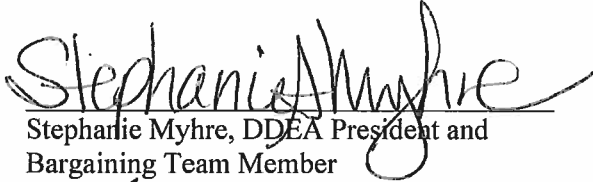
Signatures



Jennifer Handsaker, President  
East County Bargaining Council



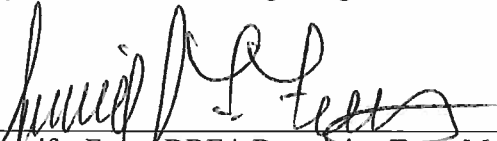
Alice Eberharter, DDEA Bargaining Chair



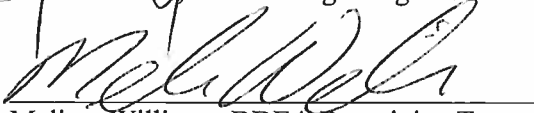
Stephanie Myhre, DDEA President and  
Bargaining Team Member



Kyle Potter, DDEA Bargaining Team Member



Jennifer Ferro, DDEA Bargaining Team Member



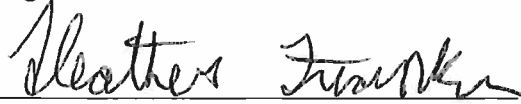
Melissa Williams, DDEA Bargaining Team  
Member (MECP)



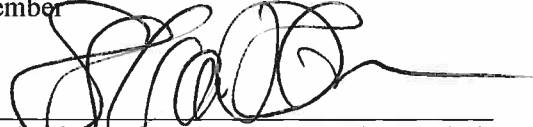
Pete O'Farrell, DDEA Bargaining Team Member



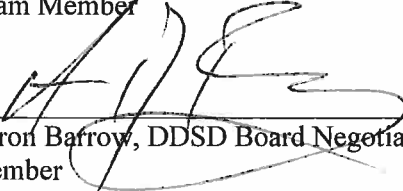
Gabriela Saldana-Lopez, DDSB Board Chair and  
Negotiations Team Member



Heather Franklin, DDSB Board Negotiations Team  
Member



Stephanie Stephens, DDSB Board Negotiations  
Team Member



Aaron Barrow, DDSB Board Negotiations Team  
Member



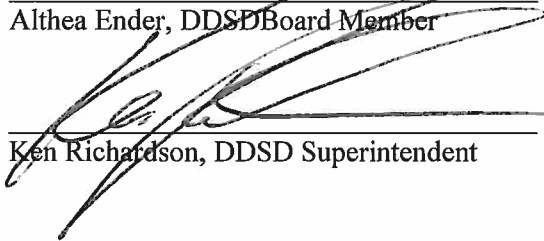
Hoa Nguyen, DDSB Board Member



José Gamero-Georgeson, DDSB Board Member



Althea Ender, DDSB Board Member



Ken Richardson, DDSB Superintendent

**Appendix A-1 — Licensed Professionals Salary Schedule 2024-25**

|    | BA     | BA+15  | BA+30  | BA+45  | BA+60  | BA+75/<br>MA | BA+105/<br>MA+23 | BA+127/<br>MA+45 |
|----|--------|--------|--------|--------|--------|--------------|------------------|------------------|
| 1  | 52,831 | 53,993 | 55,156 | 56,318 | 57,480 | 58,643       | 59,805           | 62,024           |
| 2  | 54,944 | 56,107 | 57,269 | 58,695 | 59,858 | 61,020       | 62,446           | 64,665           |
| 3  | 57,058 | 58,220 | 59,382 | 61,073 | 62,235 | 63,397       | 65,088           | 67,307           |
| 4  | 59,171 | 60,333 | 61,496 | 63,450 | 64,613 | 65,775       | 67,730           | 69,949           |
| 5  | 61,284 | 62,446 | 63,609 | 65,828 | 66,990 | 68,152       | 70,371           | 72,590           |
| 6  | 63,397 | 64,560 | 65,722 | 68,205 | 69,367 | 70,530       | 73,013           | 75,232           |
| 7  | 65,511 | 66,673 | 67,835 | 70,582 | 71,745 | 72,907       | 75,654           | 77,873           |
| 8  | 67,624 | 68,786 | 69,949 | 72,960 | 74,122 | 75,284       | 78,296           | 80,515           |
| 9  | 69,737 | 70,899 | 72,062 | 75,337 | 76,500 | 77,662       | 80,937           | 83,156           |
| 10 | 71,850 | 73,013 | 74,175 | 77,715 | 78,877 | 80,039       | 83,579           | 85,798           |
| 11 | 73,964 | 75,126 | 76,288 | 80,092 | 81,254 | 82,417       | 86,221           | 88,439           |
| 12 | 76,077 | 77,239 | 78,402 | 82,470 | 83,632 | 84,794       | 88,862           | 91,081           |
| 13 | -      | -      | 80,515 | 84,847 | 86,009 | 87,171       | 91,504           | 93,723           |
| 14 | -      | -      | -      | 87,224 | 88,387 | 89,549       | 94,145           | 96,364           |
| 15 | -      | -      | -      | -      | -      | 91,926       | 96,787           | 99,006           |
| 16 | -      | -      | -      | -      | -      | 94,304       | 99,428           | 101,647          |

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-1b Licensed Professionals Salary Schedule – 2025-26**

|    | BA     | BA+15  | BA+30  | BA+45  | BA+60  | BA+75/<br>MA | BA+105/<br>MA+23 | BA+127/<br>MA+45 |
|----|--------|--------|--------|--------|--------|--------------|------------------|------------------|
| 1  | 54,416 | 55,613 | 56,810 | 58,008 | 59,205 | 60,402       | 61,599           | 63,885           |
| 2  | 56,593 | 57,790 | 58,987 | 60,456 | 61,653 | 62,851       | 64,320           | 66,605           |
| 3  | 58,769 | 59,967 | 61,164 | 62,905 | 64,102 | 65,299       | 67,041           | 69,326           |
| 4  | 60,946 | 62,143 | 63,340 | 65,354 | 66,551 | 67,748       | 69,761           | 72,047           |
| 5  | 63,123 | 64,320 | 65,517 | 67,803 | 69,000 | 70,197       | 72,482           | 74,768           |
| 6  | 65,299 | 66,497 | 67,694 | 70,251 | 71,448 | 72,646       | 75,203           | 77,489           |
| 7  | 67,476 | 68,673 | 69,870 | 72,700 | 73,897 | 75,094       | 77,924           | 80,209           |
| 8  | 69,653 | 70,850 | 72,047 | 75,149 | 76,346 | 77,543       | 80,645           | 82,930           |
| 9  | 71,829 | 73,026 | 74,224 | 77,597 | 78,795 | 79,992       | 83,366           | 85,651           |
| 10 | 74,006 | 75,203 | 76,400 | 80,046 | 81,243 | 82,440       | 86,086           | 88,372           |
| 11 | 76,183 | 77,380 | 78,577 | 82,495 | 83,692 | 84,889       | 88,807           | 91,093           |
| 12 | 78,359 | 79,556 | 80,754 | 84,944 | 86,141 | 87,338       | 91,528           | 93,813           |
| 13 | 80,536 | 81,733 | 82,930 | 87,392 | 88,589 | 89,787       | 94,249           | 96,534           |
| 14 | 82,713 | 83,910 | 85,107 | 89,841 | 91,038 | 92,235       | 96,970           | 99,255           |
| 15 | 84,889 | 86,086 | 87,283 | 92,290 | 93,487 | 94,684       | 99,690           | 101,976          |
| 16 | 87,066 | 88,263 | 89,460 | 94,739 | 95,936 | 97,133       | 102,411          | 104,697          |

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-2024-2025**

| 2024-2025 |      |       |       |       |       |              |                  |                  |
|-----------|------|-------|-------|-------|-------|--------------|------------------|------------------|
| Years     | BA   | BA+15 | BA+30 | BA+45 | BA+60 | BA+75/<br>MA | BA+105/<br>MA+23 | BA+127/<br>MA+45 |
| 1         | 1    | 1.022 | 1.044 | 1.066 | 1.088 | 1.11         | 1.132            | 1.174            |
| 2         | 1.04 | 1.062 | 1.084 | 1.111 | 1.133 | 1.155        | 1.182            | 1.224            |
| 3         | 1.08 | 1.102 | 1.124 | 1.156 | 1.178 | 1.2          | 1.232            | 1.274            |
| 4         | 1.12 | 1.142 | 1.164 | 1.201 | 1.223 | 1.245        | 1.282            | 1.324            |
| 5         | 1.16 | 1.182 | 1.204 | 1.246 | 1.268 | 1.29         | 1.332            | 1.374            |
| 6         | 1.2  | 1.222 | 1.244 | 1.291 | 1.313 | 1.335        | 1.382            | 1.424            |
| 7         | 1.24 | 1.262 | 1.284 | 1.336 | 1.358 | 1.38         | 1.432            | 1.474            |
| 8         | 1.28 | 1.302 | 1.324 | 1.381 | 1.403 | 1.425        | 1.482            | 1.524            |
| 9         | 1.32 | 1.342 | 1.364 | 1.426 | 1.448 | 1.47         | 1.532            | 1.574            |
| 10        | 1.36 | 1.382 | 1.404 | 1.471 | 1.493 | 1.515        | 1.582            | 1.624            |
| 11        | 1.4  | 1.422 | 1.444 | 1.516 | 1.538 | 1.56         | 1.632            | 1.674            |
| 12        | 1.44 | 1.462 | 1.484 | 1.561 | 1.583 | 1.605        | 1.682            | 1.724            |
| 13        | 1.48 | 1.502 | 1.524 | 1.606 | 1.628 | 1.65         | 1.732            | 1.774            |
| 14        |      |       |       | 1.651 | 1.673 | 1.695        | 1.782            | 1.824            |
| 15        |      |       |       |       |       | 1.74         | 1.832            | 1.874            |
| 16        |      |       |       |       |       | 1.785        | 1.882            | 1.924            |

**Appendix A-2 — Licensed Professionals Salary Plan Index-2025-2026**

| 2025-2026 |      |       |       |       |       |              |                  |                  |
|-----------|------|-------|-------|-------|-------|--------------|------------------|------------------|
| Years     | BA   | BA+15 | BA+30 | BA+45 | BA+60 | BA+75/<br>MA | BA+105/<br>MA+23 | BA+127/<br>MA+45 |
| 1         | 1    | 1.022 | 1.044 | 1.066 | 1.088 | 1.11         | 1.132            | 1.174            |
| 2         | 1.04 | 1.062 | 1.084 | 1.111 | 1.133 | 1.155        | 1.182            | 1.224            |
| 3         | 1.08 | 1.102 | 1.124 | 1.156 | 1.178 | 1.2          | 1.232            | 1.274            |
| 4         | 1.12 | 1.142 | 1.164 | 1.201 | 1.223 | 1.245        | 1.282            | 1.324            |
| 5         | 1.16 | 1.182 | 1.204 | 1.246 | 1.268 | 1.29         | 1.332            | 1.374            |
| 6         | 1.2  | 1.222 | 1.244 | 1.291 | 1.313 | 1.335        | 1.382            | 1.424            |
| 7         | 1.24 | 1.262 | 1.284 | 1.336 | 1.358 | 1.38         | 1.432            | 1.474            |
| 8         | 1.28 | 1.302 | 1.324 | 1.381 | 1.403 | 1.425        | 1.482            | 1.524            |
| 9         | 1.32 | 1.342 | 1.364 | 1.426 | 1.448 | 1.47         | 1.532            | 1.574            |
| 10        | 1.36 | 1.382 | 1.404 | 1.471 | 1.493 | 1.515        | 1.582            | 1.624            |
| 11        | 1.4  | 1.422 | 1.444 | 1.516 | 1.538 | 1.56         | 1.632            | 1.674            |
| 12        | 1.44 | 1.462 | 1.484 | 1.561 | 1.583 | 1.605        | 1.682            | 1.724            |
| 13        | 1.48 | 1.502 | 1.524 | 1.606 | 1.628 | 1.65         | 1.732            | 1.774            |
| 14        | 1.52 | 1.542 | 1.564 | 1.651 | 1.673 | 1.695        | 1.782            | 1.824            |
| 15        | 1.56 | 1.582 | 1.604 | 1.696 | 1.718 | 1.74         | 1.832            | 1.874            |
| 16        | 1.6  | 1.622 | 1.644 | 1.741 | 1.763 | 1.785        | 1.882            | 1.924            |

**Appendix B-1A — Licensed Professionals Extra Duty Salary Schedule – 2024-2025**

| 2024-25 Extra Duty |         |         |         |         |         |         |
|--------------------|---------|---------|---------|---------|---------|---------|
|                    | 1       | 2       | 3       | 4       | 5       | 06+     |
| 0                  | \$548   | \$621   | \$751   | \$833   | \$912   | \$990   |
| 1                  | \$990   | \$1,079 | \$1,204 | \$1,283 | \$1,408 | \$1,477 |
| 2                  | \$1,452 | \$1,519 | \$1,648 | \$1,725 | \$1,851 | \$1,933 |
| 3                  | \$1,891 | \$1,966 | \$2,094 | \$2,173 | \$2,344 | \$2,458 |
| 4                  | \$2,344 | \$2,419 | \$2,553 | \$2,662 | \$2,823 | \$2,914 |
| 5                  | \$2,788 | \$2,866 | \$3,037 | \$3,112 | \$3,319 | \$3,395 |
| 6                  | \$3,239 | \$3,319 | \$3,479 | \$3,561 | \$3,804 | \$3,889 |
| 7                  | \$3,683 | \$3,762 | \$3,931 | \$4,007 | \$4,290 | \$4,381 |
| 8                  | \$4,084 | \$4,214 | \$4,381 | \$4,455 | \$4,776 | \$4,871 |
| 9                  | \$4,534 | \$4,622 | \$4,818 | \$4,939 | \$5,222 | \$5,348 |
| 10                 | \$4,987 | \$5,064 | \$5,313 | \$5,391 | \$5,711 | \$5,843 |
| 11                 | \$5,434 | \$5,523 | \$5,764 | \$5,842 | \$6,200 | \$6,285 |
| 12                 | \$5,884 | \$5,960 | \$6,200 | \$6,285 | \$6,685 | \$6,779 |
| 13                 | \$6,323 | \$6,410 | \$6,660 | \$6,779 | \$7,187 | \$7,262 |
| 14                 | \$6,779 | \$6,864 | \$7,142 | \$7,519 | \$7,668 | \$7,758 |
| 15                 | \$7,216 | \$7,307 | \$7,591 | \$7,668 | \$8,159 | \$8,241 |
| 16                 | \$7,668 | \$7,758 | \$8,043 | \$8,121 | \$8,654 | \$8,736 |

**Appendix B-1B — Licensed Professionals Extra Duty Salary Schedule – 2025-26**

| 2025-26 Extra Duty |         |         |         |         |         |         |
|--------------------|---------|---------|---------|---------|---------|---------|
|                    | 1       | 2       | 3       | 4       | 5       | 06+     |
| 0                  | \$564   | \$640   | \$774   | \$858   | \$939   | \$1,020 |
| 1                  | \$1,020 | \$1,111 | \$1,240 | \$1,321 | \$1,450 | \$1,521 |
| 2                  | \$1,496 | \$1,565 | \$1,697 | \$1,777 | \$1,907 | \$1,991 |
| 3                  | \$1,948 | \$2,025 | \$2,157 | \$2,238 | \$2,414 | \$2,532 |
| 4                  | \$2,414 | \$2,492 | \$2,630 | \$2,742 | \$2,908 | \$3,001 |
| 5                  | \$2,872 | \$2,952 | \$3,128 | \$3,205 | \$3,419 | \$3,497 |
| 6                  | \$3,336 | \$3,419 | \$3,583 | \$3,668 | \$3,918 | \$4,006 |
| 7                  | \$3,793 | \$3,875 | \$4,049 | \$4,127 | \$4,419 | \$4,512 |
| 8                  | \$4,207 | \$4,340 | \$4,512 | \$4,589 | \$4,919 | \$5,017 |
| 9                  | \$4,670 | \$4,761 | \$4,963 | \$5,087 | \$5,379 | \$5,508 |
| 10                 | \$5,137 | \$5,216 | \$5,472 | \$5,553 | \$5,882 | \$6,018 |
| 11                 | \$5,597 | \$5,689 | \$5,937 | \$6,017 | \$6,386 | \$6,474 |
| 12                 | \$6,061 | \$6,139 | \$6,386 | \$6,474 | \$6,886 | \$6,982 |
| 13                 | \$6,513 | \$6,602 | \$6,860 | \$6,982 | \$7,403 | \$7,480 |
| 14                 | \$6,982 | \$7,070 | \$7,356 | \$7,745 | \$7,898 | \$7,991 |
| 15                 | \$7,432 | \$7,526 | \$7,819 | \$7,898 | \$8,404 | \$8,488 |
| 16                 | \$7,898 | \$7,991 | \$8,284 | \$8,365 | \$8,914 | \$8,998 |

Appendix B-2 - Licensed Professionals Extra Duty-Positions **2024-2026**

| ASSIGNMENT  | MECP  | ELEMENTARY |       | MIDDLE |        | HIGH   |        |
|---|-------|------------|-------|--------|--------|--------|--------|
|   |       | Ass't.     | Head  | Ass't. | Head   | Ass't. | Head   |
| 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     |
| Cheer   |       |            |       | 00     | 03     | 01&05  | 07 X 2 |
| Child Development Center Director                           |       |            |       |        |        |        | 07     |
| Community Sports Coordinator                                |       |            | 10    |        |        |        |        |
| Cross Country   |       |            |       |        | 03     | 03     | 10     |
| Dance Advisor   |       |            |       |        |        |        | 12     |
| Dance Choreographer   |       |            |       |        |        | 06     | 14     |
| Drama   |       |            |       |        | 03     | 09     | 16     |
| Dual Language & Multi-Grade Classroom Teachers (Elementary) |       |            | 10    |        |        |        |        |
| Equity Chair  |       |            | \$750 |        | \$750  |        | \$750  |
| Football "B"  |       |            |       | 05     | 06     |        |        |
| Football "A"  |       |            |       | 06     | 07     | 10     | 16     |
| Forensics   |       |            |       |        |        |        | 11     |
| Golf (B&G)  |       |            |       |        |        |        | 08     |
| HS Musical - Director                                       |       |            |       |        |        |        | 03     |
| HS Musical - Choir Dir.                                     |       |            |       |        |        |        | 03     |
| HS Musical - Orchestra Dir.                                 |       |            |       |        |        |        | 03     |
| Instrumental  |       |            |       |        | 04     |        |        |
| Mentor-MECP   | \$750 |            |       |        |        |        |        |
| Music Supervisor, District                                  |       |            |       |        |        |        | 10     |
| National Honor Society                                      |       |            |       |        |        |        | 05     |
| Newspaper   |       |            |       |        |        |        | 10     |
| Orchestra   |       |            | 04    |        | 04     | 04     | 06     |
| Outdoor School  |       |            |       |        | 02     |        |        |
| PBIS Green Team Chair                                       |       |            | \$750 |        | \$750  |        | \$750  |
| Peer Advice Leader  |       |            | \$500 |        | \$500  |        | \$500  |
| School Store  |       |            |       |        |        | 02     | 04     |
| Safety Patrol   |       |            | 01    |        |        |        |        |
| Site Council Chair  |       |            | \$750 |        | \$750  |        | \$750  |
| Soccer (B)  |       |            |       |        |        | 08     | 12     |
| Soccer (G)  |       |            |       |        |        | 08     | 12     |
| Softball  |       |            |       |        |        | 09     | 14     |
| Student Club Advisor  |       |            |       |        |        |        | 01     |
| Swim  |       |            |       |        |        | 08     | 14     |
| Synergy Expert/TeacherVue Trainer                           |       |            | \$750 |        | \$750  |        | \$750  |

|                    |  |    |       |    |    |    |         |
|--------------------|--|----|-------|----|----|----|---------|
| TAG Building Rep   |  |    | \$750 |    |    |    |         |
| Teacher in Charge  |  |    | PR-4  |    |    |    | 1000.00 |
| Technology Advisor |  |    |       |    | 07 |    | 07      |
| Tennis (B&G)       |  |    |       |    |    |    | 08      |
| Track (B&G)        |  | 03 | 04    | 05 | 06 | 09 | 14      |
| Vocal              |  |    | 04    |    | 04 | 05 | 08      |
| Vocal, Stage       |  |    |       |    |    |    | 06      |
| Volleyball         |  |    |       | 06 | 07 | 08 | 14      |
| Water Polo         |  |    |       |    |    | 08 | 12      |
| Wrestling          |  |    |       | 06 | 07 | 10 | 14      |
| Yearbook           |  |    |       |    |    |    | 10      |
| Newspaper/Yearbook |  |    |       |    | 00 |    |         |

The District and the Council will establish a joint committee to collaborate in updating the Extra Duty appendix, regulating what licensed professionals may be paid for beyond their salary and how much. This council will meet no later than December 15th 2025. Extra Duty positions agreed to by the District and Council/Association through the extra duty committee will be added to Appendix B in the next bargaining process.

*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 2024-2026

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

**Title:**

*Counseling*  
*Language Arts*  
*Fine Arts*  
*Foreign Language*  
*Math*  
*Science*  
*PE*  
*Professional Technical*  
*Social Sciences*  
*Special ED Services*  
*ESL*  
*Business*  
*Health*

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

| <b><u>No. of licensed professionals</u></b> | <b><u>Amounts-2024-2025</u></b> | <b><u>Amounts –2025-2026</u></b> |
|---|---------------------------------|----------------------------------|
| 1-12  | \$ 3933 /Year                   | \$ 4051/Year                     |
| 13-24                                       | \$ 4127 /Year                   | \$ 4251/Year                     |
| 25+   | \$ 4513 /Year                   | \$ 4648/Year                     |

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

*The formula for extra workdays is as follows:*

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

*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**  
**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 DDS D hereby agree that in order to maintain a comprehensive Middle School sports program, the salaries and paid positions are as follows:

**SALARY:**

1. The coaching salary will be as follows:

|                                  | Assistant: | Head:  |
|----------------------------------|------------|--------|
| A . Football (15 weeks / 35)     | \$2600     | \$3600 |
| B Basketball B/G (10 weeks / 12) | X          | \$3100 |
| B Wrestling (9 weeks / 35)       | \$2100     | \$3100 |
| C Volleyball (7 weeks / 12)      | X          | \$2100 |
| D Track & Field (8 weeks / 100+) | \$1850     | \$2600 |

2. The Coordinator for each sport (3 schools) will be \$3500 for the 2024-2026 years. 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, 2026

This agreement shall not set precedent.

\*Signature Page Located on Page 78

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

*Working Conditions: Task Force for Alternative Placement (EL/MS)*

Whereas the David Douglas School District (“the District”) and the David Douglas Education Association (“DDEA”) share a commitment to provide a healthy and safe learning environment for all students;

Whereas the David Douglas School District looks to establish a mutual understanding for collaboration in developing a continuum of service to provide innovative and student centered education;

Whereas the parties, namely DDEA and David Douglas School District, support the David Douglas School District board policy around racial equity and will incorporate our district equity lens in the early stages of this process;

1. The parties agree to form a task force for the purpose of addressing a continuum of services for students of the District. The task force will include at least one school board member, and equal representation from the District leadership and DDEA. DDEA representatives will be selected by the President.
2. By April 2025, task force members and objectives will be identified. An emphasis around supporting students with disabilities, complex behavior needs, trauma, and mental health supports through a multi-tiered system of support will lead the work. Multi-tiered systems are not to exclude alternative learning settings, therapeutic learning environments, and creative staffing and learning solutions.
3. Upon completion, the task force will present the parties and the School Board with recommendations for future action. In making such recommendations, the task force will consider current District practices, the practices of other districts and learning environments.
4. This MOU shall not serve to modify any provisions of the parties’ collective bargaining agreement nor waive any management rights of the District or right to bargain possessed by DDEA under Oregon law.

This initial collaboration will begin during the spring of 2025 with a preliminary report to the board by May of 2026.

*[\\*Signature Page Located on Page 78](#)*