

David Douglas School District 40
and
East County Bargaining Council

July 1, 2014 - June 30, 2017

Agreement

Table of Contents

<i>Article</i>	<i>Page</i>
Article 1 – Preamble	3
Article 2 – Unit Definition.....	4
Article 3 – Strikes and Lockouts (Peaceful Resolution of Differences).....	5
Article 4 – Negotiation Procedure	6
Article 5 – Nondiscrimination	7
Article 6 – Council/Local Chapter Rights	8
Article 7 – Management Rights.....	11
Article 8 – District Site Councils.....	12
Article 9 – Rights of Professional Teachers	14
Article 10 – Certificated Grievance Procedure.....	22
Article 11 – Transfers	26
Article 12 – Staff Reductions	39
Article 13 – Temporary Teacher	31
Article 14 – Working Conditions	32
Article 15 – Paid Leaves.....	35
Article 16 – Unpaid Leaves	39
Article 17 – Return from Leave or Layoff	41
Article 18 – Professional Growth Fund.....	42
Article 19 – Tuition Reimbursement	43
Article 20 – Salaries	44
Article 21 – Group Insurance Benefits	47
Article 22 – Liability Policy	48
Article 23 – Quality Education Council	49
Article 24 – Mentor Teacher Program.....	50
Article 25 – Duration and Implementation of the Agreement.....	51
Signatures	52
Appendix A-1	2014 - 2015 Salary Schedule 53
Appendix A-1	2015 - 2016 Salary Schedule 54
Appendix A-1	2016 - 2017 Salary Schedule 55
Appendix A-2	Teachers Salary Plan Index 56
Appendix B-1	Teachers Extra Duty Salary Schedule 2014-17 57
Appendix B-2	Teachers Extra Duty Positions 2014-17 58
Appendix B-3	High School Chairpersons 2014-17 59
Appendix – C-1 Association Grievance Form	60
Memorandums of Understanding	61-72

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 employees 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 licensed teachers, licensed school counselors, school psychologists, occupational therapists, physical therapists, licensed early childhood specialists and speech pathologists employed under contract by the District.
- B. Substitutes and part-time teachers employed on an hourly or daily basis, administrative, classified and all other employees are excluded from the bargaining unit and from the terms of this agreement.
- C. Definitions: For the purpose of this contract the following definitions apply unless otherwise indicated:
 - 1. Employee/Teacher: All bargaining unit members which are represented by the Council as defined in Section A above.
 - 2. Probationary employee: An employee who has not completed the three (3) year probationary period. An employee is probationary for his/her first three (3) years of employment with the District.
 - 3. Substitute: Anyone employed to take the place of a regular employee 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 employee.

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 teacher(s) represented hereunder, nor shall the Council or its members take part in or condone "sanctions" against the school board or the school district.

The school board and the school district agree not to initiate a lockout of teachers 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 they shall not discriminate against or harass any teacher in accordance with state, local and federal law and school board policy as applicable.
- B. References to teacher/employee in this agreement designates both sexes and when one gender is used, it shall be construed to include both male and female teachers/employees except where specific reference to male teachers/employees or female teachers/employees is intended.

Article 6 – Council/Local Chapter Rights

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

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

B. **Use of District Facilities**

School facilities or other meeting rooms 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.

C. **Use of District Equipment**

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.

When using district equipment the Council and Local Chapter agree to follow all District policies, administrative regulations, state and federal law regarding its use.

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.

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.

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

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

The District agrees to allow the Association to post in a prominent location, similar to the location posting of employee rights under the FMLA and/or other similar statutes, a poster created by the Association listing employee 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, an employee's right to be free from retaliation and disparate treatment because of the lawful exercise of his/her rights under the PECBA. The Association will provide a copy of the poster to the Human Resources Department.

E. Association/Council And Member Rights

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

A job hotline will be established by the District. Also, staff development opportunities will be placed on the district website.

F. Public Information

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. The District shall provide the Local Chapter president with a list of all bargaining unit teachers, names, current addresses, listed phone numbers and assignments.

New employees will receive a copy of the Collective Bargaining Agreement informing them that the Council is recognized as the exclusive bargaining agent.

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 teachers.

G. 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. 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.

H. President Leave Days

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

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

The President of the David Douglas Education Association shall be released from his/her duties as an employee half-time to conduct Association/Council business. The David Douglas Education Association shall reimburse the District for the salary and benefits of the Association President.

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

The Local Chapter will reimburse the District for the cost of the replacement teacher if needed. Whenever possible, the local president and his principal 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 teacher.

I. District and Association Joint Trainings

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

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

J. OEA Board Leave

When a bargaining unit member is elected to the Oregon Education Association (OEA) Board of Director position which necessitates being absent from work, the District will allow the employee 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 OEA Board member up to five (5) times per year.

Article 7 – Management Rights

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

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

Article 8 – District Site Councils

A. General Provisions

1. The District shall establish School Improvement and Professional Development Programs/Site-Based Decision Making Programs/21st Century Schools Councils Programs as provided for under ORS 329.704, the Oregon Educational Act for the 21st Century.
2. The duties of the Site Council shall be those prescribed by statute and shall include but not be limited to:
 - a. Development of plans to improve the professional growth of the school's staff.
 - b. Improvement of the school's instructional program.
 - c. Development and coordination of plans for the implementation of programs under the statute.
 - d. Administration of grants -in-aid for the professional development of teachers 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 employee involvement in site based decision making.
2. In addition, 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. Employees shall be compensated for these trainings/preparation days at their daily rate.

D. Employee Proposals to Site Councils

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

Article 9 – Rights of Professional Teachers

A. **Conformance with Law**

Nothing contained herein shall be construed to deny any teacher his 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's obligations as a teacher of the District.

B. **Required Meetings or Hearings**

The district will provide two working day's advance notice whenever a teacher is required to appear before any administrator or representative of the District concerning a teacher'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's personnel file or a principal's working file. The notice will inform the employee of his/her right to union representation and specify one of the reasons in this section for the meeting. The employee shall have the right to request representation or legal counsel of his or her choice and shall advise the District in advance whether legal counsel will be used. The District may, however, make an immediate investigation of the facts relating to any incident, when the District determines it is necessary. Evaluation conferences are generally excluded from the application of this paragraph, except where discipline could reasonably be expected.

C. **Just Cause**

No member of the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause. All information forming the basis for disciplinary action will be made available to the professional teacher and the Council at the teacher's request. Any violation of this provision may be used as a basis for a grievance. Disputes filed under this Article shall include the school board in the grievance process. If unresolved at the school board level, the matter may be taken to Level 4, Arbitration.

However, this Article does not apply to the dismissal of contract or probationary teachers or the non-renewal of probationary teacher contracts (such matters are excluded because they are governed by the Accountability for Schools for the 21st Century Law), 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 the District will comply with ORS 342.805-342.815; 342.895-342.905. A contract teacher who is dismissed or non-extended has the right to appeal to FDAB or the teacher 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.

D. **Evaluation of Students**

The teacher has the basic responsibility to determine grades 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. Nothing in this clause shall be construed so as to deny the student's rights under the law with respect to appeal of grades to the administration.

If an administrator decides to change a student's grade without the teacher's consent, the student's grade report will indicate the administrator was the person who made the decision to alter the student's grade.

E. Teacher Evaluation

Teacher evaluation is a function and responsibility of the school administration. Procedures for evaluation are established and may be changed by the District in consultation with the Council through the QEC prior to the beginning of any school year in which those changes are to go into effect.

The District will comply with ORS 342.850 and the Professional Development Program for Licensed Staff.

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

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

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

The evaluator will provide an additional observation upon request of the employee.

Following an observation an administrator will share with the employee any information which could negatively affect his/her evaluation.

The employee will be given a copy of any evaluation report prepared by his/her supervisor. The employee may attach a written response to the evaluation report.

The employee will be notified if the employee is going to be placed on a Program of Assistance. The notice will include a statement notifying the employee that he/she has a right to have a representative present during meetings involving the Program of Assistance.

An employee's lack of participation in any activity held outside the contractual obligations shall not be noted in the employee's evaluation.

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

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

F. Personnel Files

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

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

The District shall maintain personnel files for each employee. Personnel files of current employees 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 employee's employment except the parties recognize there may be an official working file maintained by supervisors to assist in supervisory responsibilities.

The employee will have the right, upon 3 working days written notice to Human Resources Department, to review his/her 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 employee.

Upon request, the employee will have the right to receive a copy of his/her personnel file, excluding pre-employment materials. An employee may designate in writing the authority for his/her representative to review or receive a copy of the employee's personnel file.

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

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

An employee may have a representative of the Association present with him/her to review his/her personnel file.

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

No materials that affect the teacher's condition or status of employment will be placed in the teacher's district personnel file without prior notification to the teacher and the teacher has affixed his/her signature to the copy to be filed, with such understanding that his/her signature to the copy does not indicate agreement. The teacher will have the right to submit a written answer to such material and his answer will be attached to the file copy.

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

If the District is required by statute to disclose information regarding an employee who has been convicted of a crime listed in ORS 342.142, the District will remove the name of any employee who is the victim of the crime or any district employee who is not the subject of the disciplinary action.

G. **Complaint Notification**

If a complaint by a student, parent, staff member or citizen is received, the supervisor will give the complainant the opportunity to discuss the matter with the employee. The supervisor will encourage the complainant to meet with the employee 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 employee 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 employee will be notified within ten (10) working days of receipt of the complaint.
2. The employee 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.
3. The supervisor will meet with the employee 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.
4. The employee will have the right to representation.
5. The name of the complainant will be provided upon request of the employee.
6. Once the administration has determined that a complaint is valid he/she will encourage the complainant to sign a statement attesting to the accuracy of the information forming the basis of the complaint.
7. If a supervisor decides to place a complaint in the employee's personnel file the supervisor will provide a written directive of the District's expectations.
8. The District will notify the employee of the disposition of the complaint in a timely manner.

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

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

H. **Exchange of Information**

1. **Non-contractual Matters** From time to time during the school year, matters not governed by the terms of this Collective Bargaining Agreement may arise which may be of mutual concern to both the Local Chapter and the District. When such occasions arise, either the superintendent or the Local Chapter president, shall have the right to convene a meeting of a standing committee to discuss these matters. The standing committee shall be composed of the superintendent, or his designee, and up to two persons appointed by the superintendent and the president of the Local Chapter, or the designee and up to two persons appointed by the president. The president may

elect to have an additional person attend the conference. The superintendent may elect to have an additional person attend the conference. It is the intent of the parties that these meetings shall be held monthly unless mutually decided otherwise by the parties. It is expressly understood that such discussions are not an extension of the collective bargaining process nor are any matters brought to such discussions grievable or arbitrable. Furthermore, the provisions of this section (non-contractual matters) are not subject to the grievance procedure.

2. **Contractual Matters** Either the president of the Local Chapter or the superintendent shall have the right to initiate a request for a meeting of the standing committee, as it is established in Section 1 to address matters of contract administration. Such meetings shall be held as needed but it is the intent of the parties to meet at least monthly. Nothing contained in this section shall preclude a teacher 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 is an appropriate concern to the District when it affects the teacher's performance of his contractual duties.

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

1. Members may use controversial materials, methodology, or content in appropriate subject matters and grade levels in the District as long as such use complies with District policy or procedures and is in accordance with the District curriculum and planned course statement.
2. Academic Freedom is not absolute. It 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.

J. **Safety**

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. The District will comply with the Student Rights and Responsibilities Handbook. District discipline procedures and methods will include mechanisms to apprise employees of students who present safety or behavioral concerns.

Teachers 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 with written information regarding District response in a timely manner. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted any written report will be made available at the worksite.

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 employees injured on the job, whistle blower and retaliation and Mother Friendly statutes.

When the District receives notice from the District or City attorney that an enrolled student has engaged in criminal behaviors defined in Senate Bill 1092 the District will notify school employees who it determines need the information in order to safeguard the safety and security of the school, students and staff.

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 employees who work at the worksite where the reportable disease occurred.

K. Instructional Strategies

New hires with zero years of teaching experience (excluding student teaching) may be required to take a David Douglas Instructional Strategies class within their first two years of employment. Experienced teachers new to the David Douglas District will only be required to participate in the initial orientation class.

L. Property Damage/Loss

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

1. Property stolen or damaged where there is evidence of forcible entry on a locked container provided by the District or forcible entry into another secured place provided by the District.
2. If an item cannot be secured, then the supervisor's prior approval to have the item at the workplace will be required in order to be reimbursed for damage or loss.
3. The minimum value that is reimbursable is \$25 and the maximum is \$ 900.
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 employees to use. Efforts will be made to make this space available within the employee's workspace or a reasonably close proximity.

M. Electronic Surveillance

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

N. Access to Facilities, Equipment and Materials

1. Buildings shall be lighted inside and out for the safety and protection of employees who work after dark.
2. The District will make available to employees equipment and materials it requires an employee to use in performing his/her work assignment.

O. Continuing Professional Development

1. The District will conform to the provisions of the TSPC rule regarding Continuing Professional Development (CPD) for re-licensure.

P. Retirees

1. Unit members who retire during the school year, but who work beyond their retirement date will be considered to be in the bargaining unit, but they will not have a promise of employment beyond the end of the school year. Post retirees may opt to start receiving their retirement stipend after July 1. They will have all rights and benefits under the contract except as follows:
 - They will be entitled to all paid holidays that occur during their post retirement employment;
 - They will be paid at their per diem rate;
 - They may not exceed their statutory hours in a calendar year and will be responsible for keeping track of their own hours;
 - They will have one (1) day of sick leave per month from their date of retirement;
 - There will be no contribution made to PERS, and the District will not withhold PERS;
 - They will have insurance benefits set forth in Article 22;
 - They will not be involuntarily transferred;
 - They do not have any rights under the Fair Dismissal Law or Arbitration for termination or dismissal; and
 - They do not have the right to be reimbursed for tuition reimbursement or use professional growth funds unless requested by the District to attend a workshop or take a class.
2. Retirees who are hired to work in subsequent years or who are new to the District will be treated as regular employees with all rights and benefits of the contract with the exception of PERS contributions and PERS withholding. Section P, subsection 1 will not apply to them.

Q. Student Discipline

1. The District and the Council will each appoint an equal number of representatives to a committee which will be responsible the Student Rights and Responsibility Handbook. Either party may request to convene this committee as needed.
2. The Committee above will review the District's student discipline procedures. 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, employees may use reasonable physical force upon a student when and to the extent the employee 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 employee will be authorized to send the student to an administrator's office.
5. When a teacher has removed a student from the classroom the teacher will be notified of the resolution of the issue before the student is returned to class.
6. Administrators/supervisors will meet annually with teachers to review disciplinary standards and procedures to ensure uniform enforcement.
7. The District shall comply with the Student Rights and Responsibilities Handbook.

Article 10 – Certificated Grievance Procedure

A. Objectives

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

B. Definition of Terms

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

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

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

- a. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone
- b. Any proceeding for the dismissal of probationary teachers or the non-renewal of probationary teachers (since these matters are governed by the Accountability for Schools for the 21st Century Law)
2. **Grievant:** The teacher or group of teachers or Council who initiate a grievance, provided that the teacher or teachers must be directly injured as defined above by the conduct complained of in the grievance. Any teacher affected by the grievance may have it adjusted (including the dismissal thereof) without the intervention of the Council if:
 - a. The adjustment is not inconsistent with the terms of this agreement
 - b. The Council has been given an opportunity to be present at the adjustment
3. **Day:** Any working school day. Weekends, vacation days, or holidays are excluded.
4. **Immediate Supervisor:** Person who has the responsibility for immediate, direct supervision of the grievant.
5. **Representative:** Counsel or other person of his choice designated in writing by the staff member involved.
6. **Council:** East County Bargaining Council which will have on file with the clerk of the District a current copy of the Local Chapter's constitution/bylaws and current officers. Communication to the Council will be through the Local Chapter president.

7. **Board:** Shall mean the School Board of David Douglas School District No. 40.

C. **Grievance Procedure: General Procedures**

Any individual member of the bargaining unit shall have the right to present his own appeal or designate a representative of the Council or other person of his choosing to appear with him and present the grievance at any step. 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 his behalf, shall be assured freedom from coercion, discrimination, or reprisal by either the District or the Council in presenting a grievance.

Except as otherwise provided by law, a teacher 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. Specified time limits may be waived by written mutual consent of the parties.

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.

The administration will cooperate in the investigation of a grievance and will upon request furnish the grievant or his representative with necessary information for the processing of any grievance.

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 his 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.

If the grievant is not satisfied with the decision at Level 2 (superintendent's level), he may submit his 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.

Level 1 Immediate Supervisor-Informal Level

1. Within 20 days of the grievant's knowledge of the District's action, the grievant shall first discuss the grievance with his immediate supervisor with the objective of identifying the problem and resolving the matter informally at the lowest level.
2. 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, he shall set forth his grievance in writing to his immediate supervisor on the Grievance Form, Appendix C.
Such written statement of the grievance will enumerate:
 - a. The Article of the agreement allegedly violated or misapplied
 - b. Statement of the grievance
 - c. The remedy sought
3. The immediate supervisor shall communicate his 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 his representative during this 10 day period for the purpose of trying to resolve the grievance at the lowest level.

Level 2 Superintendent

1. 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.
2. Witnesses may testify for the grievant and for the immediate supervisor.
3. The superintendent shall communicate his decision in writing within five work days after the meeting to the grievant and the grievant's representative and to the immediate supervisor.
4. If dissatisfied with the decision of the superintendent, the grievant may, within five working days, appeal in writing as follows:

Level 3A Arbitration

Applies only to grievances alleging personal loss or injury resulting from a violation or misapplication of the terms of this agreement. This excludes grievances involving claims of discrimination by reason of age, race, religion, color, sex or national origin.

1. 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.
2. **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, except that if the parties cannot agree upon an arbitrator from the first list submitted, the ERB shall submit up to two additional lists so that a mutually acceptable arbitrator can be selected.
3. **Arbitration Hearing:** The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue his 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 his 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 his 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; he may not add to, subtract from, or amend the terms of this agreement. Insofar as his 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.

4. The costs of the arbitration, other than the costs incurred by each party in presenting its case, shall be borne equally by the parties.

Level 3B School Board

For grievances other than violations of the terms of this agreement.

1. 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.
2. This request shall be submitted in writing through the superintendent who shall attach all related papers and forward to the Board.
3. 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.
4. The board meeting to review the grievance will be held in executive session unless the aggrieved requests a public hearing.
5. 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

The grievance forms shall be as contained in Appendix C-1.

Grievance files shall be separate from the teachers' personnel files.

E. Moratorium

1. For employees 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 an employee is on a program 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 teacher is on the program.
 - b. The moratorium does not apply to any grievance initiated prior to the time the employee was given a written program of assistance.
2. When the moratorium is lifted (as proscribed by statute) the District will notify the employee and the Association in writing.
3. The employee 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 an employee 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 employee is placed.
2. Voluntary transfer refers to a transfer which is initiated by the employee.
3. Administrative Transfer refers to transfers from one building to another which are initiated by the District.

B. **Voluntary Transfers**

1. A permanent staff member who wishes to transfer from his 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 teacher must be submitted to the Human Resources office in writing and must be signed by the teacher, with a copy going to the immediate supervisor. The District will acknowledge receipt of the transfer form within ten days after receipt. Teachers 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 teachers who have been interviewed for a transfer. Teachers 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: Reduction in Force.)

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 employee to be transferred. Before an administrative transfer is announced, the teacher involved may fill out a transfer request form, thereby making the transfer voluntary.

Administrative transfers shall not be used for punitive reasons.

The Association shall be notified of all proposed administrative transfers.

Before a final decision is made regarding an administrative transfer the Director of Human Resources will meet to discuss the reasons for the transfer and the nature of the new assignment with the employee and if the employee requests, the Association President and/or building level administrator.

Teachers 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 teacher to receive such notice) unless an emergency exists. When requested by the teacher, the employee will be provided the reasons in writing for the administrative transfer and it is understood that such reasons shall not be grievable.

If the administrative transfer takes place during the school year, the transferred teacher will be given two extra days to prepare for the new assignment. The employee may choose between paid release time or pay for working after hours. If the employee chooses the pay for working after hours, the pay shall be at the employee's hourly rate. The amount of hours compensated will not exceed the number of hours worked during a regular contracted day. The principal and the teacher will collaborate to determine the scheduling/allocation of the extra days granted.

If during a recess period following the District notification to an employee of his/her assignment the District administratively transfers the teacher to another school the teacher will receive two (2) additional days of pay.

A teacher who is administratively transferred to another room in the same building will be given an additional one day of pay.

An employee whose assignment is changed shall be given assistance with the transfer of teaching materials and district equipment between rooms/building/worksites.

D. Vacancies

1. The Council recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his 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.

In-district personnel will be given consideration before new applicants and temporary teachers when filling vacancies, though the District reserves the right to make the final selection.

2. 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.
3. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:
 - a. Teachers 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 teachers 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 teacher has applied.
 - c. If the teacher requests, the hiring administrator will explain verbally the rationale for filling the position and such decision shall not be grievable.
- 4. 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.
- 5. Declared vacancies, which are positions to be filled by teachers 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, on the district's website and the job hotline. Vacancies which are to be filled by teachers under temporary contracts will not be posted during the school year.
- 6. 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 employees will be notified of their assignment for the next school year not later than the last working day of the school year. The employee 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 employee 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 employees to the position for which the employee is hired.

Article 12 – Staff Reductions

- A. Seniority shall be defined as the teacher's total length of continuous service in the district as a licensed teacher. Seniority will be computed and accrue from the teacher'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 employee 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 employee. 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 teachers 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 teachers 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 teachers to be retained by means of the following criteria:
1. A determination of whether the teachers 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 teachers 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 F, than the teacher with more seniority who is being laid off.
- C. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law or to dismiss or non-renew a probationary teacher pursuant to the applicable ORS.
- 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. 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 or grade level (i.e., "category" (as determined in "B" paragraph 1 above) based upon recent teaching experience within the last five (5) years or educational attainments, or both, but not based solely upon being licensed to teach a subject matter or grade level (i.e., "category").

E. **Recall**

If within 27 months of a layoff, a vacancy occurs within the district for which a laid off teacher 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 teachers to express in writing a desire to return to the district. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher 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 teacher to the District office. The teacher will have seven weekdays, excluding holidays, from the date of mailing to notify the District of intent to return. The teacher 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 teacher is employed by another school district the teacher shall have sixty five (65) calendar days to return to work. A teacher 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 teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher 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. Teacher benefits do not accrue during the time of layoff.
 3. Teachers 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 teacher 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 22 for ninety (90) days beyond the date their insurance benefits would, otherwise, end pursuant to the rules of the carrier.
- F. Teachers shall be recalled to positions they are qualified for according to Paragraph B, above, in reverse order. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from district employment. Any teacher 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 – Temporary Teacher

Temporary teachers whose performance and evaluation are satisfactory shall be given first consideration over new applicants for any contract teacher job openings for which they have the appropriate qualification.

Article 14 -- Working Conditions

A. **Workday**

1. The normal working day for teachers shall consist of no more than 7.5 hours. These work hours shall be consecutive, and 30 minutes shall be a continuous duty-free lunch 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 teacher's starting and quitting times as approved by the principal.

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

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

Employees who are absent from work will use the current Sub System to arrange for a substitute teacher for their classroom. An employee who uses the current Sub System will not be required to notify the school of his/her intent to be absent from work.

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

Planning time during the teacher workday for full time teachers shall be: high school and middle school teachers will have not less than one (1) full regular class period of preparation time each day, which had been defined as 45 minutes. The District agrees that for elementary teachers (K-5), it will continue a minimum daily average of thirty (30) minutes preparation time during the student contact day. In addition, each week at least two (2) forty (40) minute blocks of preparation time before school will be established and each month and additional two (2) forty (40) minute blocks of preparation time before school will be established by the administrator. Students will not be allowed to enter the classroom until the end of the morning planning time. This planning time shall be free from regularly scheduled duties. After teachers have escorted students to buses, not more than three (3) licensed teachers will be required to supervise bus duty. To ensure safety during the first two weeks and the last week of school, administrators may assign additional teachers to bus duty.

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

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

4. As has been done in the past, teachers may be required to perform certain tasks outside the 7.5 hour day. Such tasks may include, but will not be limited to, attending meetings, conferring with parents and students, and meeting with evaluators. Teachers may also be required to attend up to two after school meetings per month (1 hour in length) and three evening functions per year.

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

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

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

B. Work Year

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

Teachers 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. This time shall be used exclusively for grade or progress reporting, communicating with parents or working in classrooms. Teachers are required to provide progress reports for all students.

During the life of this agreement, teacher workdays at the end of the grading periods and non-student contact days will be scheduled at the discretion of the District. Teacher input will be sought on the scheduling of parent-teacher conference days. State law and/or OARs will be followed as to the number of classroom days and/or hours of student contact required.

Elementary and Middle School Special Education Teachers (ERC, SLP-A, SLP-B, Speech and Language Pathologists) shall have forty (40) hours of additional pay each year to be used at their discretion during the school year. High School Special Education Teachers (ERC, SLP-A, SLP-B, Speech and Language Pathologists) shall have thirty (30) hours each year to be used at their discretion.

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

C. Class Size

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

D. Inclement Weather

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

E. Health Services

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

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

1. TOSAs and/or AIs may conduct classroom observations regarding bargaining unit members performance at the bargaining unit member's option. Information contained in these observations will not be used in the teacher'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.

Article 15 – Paid Leaves

A. Sick Leave

1. In accordance with the ORS applicable to sick leave, an annual ten days of sick leave shall be available with full pay and with unlimited accumulation to all regular teachers each fiscal year.
2. Sick leave shall cover absences due to personal illness or injury of any regular teacher. An employee may use accrued sick leave for family illness. Sick leave shall also be granted for the period of disability by reason of pregnancy and/or childbirth, so long as the teacher commences the sick leave in accordance with the written certification of his/her physician that the teacher was disabled and unable to perform his/her duties.

Should the teacher request subsequent unpaid parental leave under Article 16 of this agreement, such leave may commence only at the time the physician determines he/she is no longer disabled and is able to return to his/her duties or after the use of any sick leave days to which he/she may be entitled. This section shall not apply should the teacher commence parental leave prior to the time his/her physician considers his/her disabled and unable to perform his/her duties. Employees who work for the District will be eligible to take parental leave in accordance with state and federal law.

3. Sick leave pay for a regular part time teacher shall be prorated on the basis of the time such teacher normally works, e.g., a half time teacher would be eligible to receive up to ten 4 hour days of sick leave in a year.
4. Accumulated sick leave is the unused portion of sick leave granted in a prior fiscal year including any transferred from other Oregon school districts in accordance with Oregon law. Current sick leave is sick leave granted during the current fiscal year.
5. All current sick leave, as defined above, shall be credited to a licensed teacher's sick leave account when he assumes the designated position for the current year. In the event that due to personal illness, injury or disability due to pregnancy, the licensed teacher reports on a date later than the first scheduled day of school or workshop, he may elect to be paid for the sick days occurring prior to the granting of current sick leave if the absence because of illness occurs within the current fiscal year.

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

6. Should a regular teacher be absent because of illness so as not to start work at the beginning of a school year or fiscal year, accumulated sick leave shall apply for that period, and he/she shall receive such pay as he/she is entitled to on regular pay days.
7. The absence of a teacher because of illness or accident for which he/she receives compensation from Workers' Compensation shall be considered as sick leave. At the employee's request, workers' compensation for time lost (but not disability settlements) shall be deducted from sick

leave compensation paid to the teacher by the David Douglas School District. However, the amount of sick leave time charged against the teacher's sick leave account shall be only that portion of each day for which he is actually compensated by the District.

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

8. In the event of extended illness and the employee has used all of his/her accumulated sick leave, the teacher shall be eligible to request to borrow against future sick leave accumulation. The teacher shall be eligible to borrow against future sick leave based on the following schedule:

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

Upon returning to work the teacher is obligated to repay the borrowed sick leave days as he/she begins to accumulate sick leave again.

A teacher is not eligible to borrow against future sick leave days until he/she has repaid sick leave days already borrowed.

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

A teacher may choose to use this "borrow ahead" provision in lieu of accessing leave from the Leave Bank or before applying to the Leave Bank.

- B. The District will administer OFLA and FMLA in accordance with state and federal statutes.
- C. Teachers may use up to nine (9) days of paid leave per year for personal, family illness, bereavement, and emergency purposes in accordance with the guidelines specified below. Additional leave in the categories below may be granted at the discretion of the superintendent when requested by the teacher.

1. Family Illness

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

2. Bereavement Leave

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

3. **Emergency Leave**

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

4. **Personal Leave**

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

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

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

5. **Definition of Family**

Family shall be defined as husband, wife, 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.

D. Excused Absence

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

E. Excused Absence When Reimbursed

If a teacher 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 teacher is requested to serve in a workshop or in extended educational meetings, for which the teacher received salary reimbursement from sources outside the district, the cost of a substitute, up to the amount of the reimbursement, shall be deducted, but no time shall be forfeited on sick leave.

F. Sick Leave Bank

1. This entire section will be held in abeyance until June 30, 2017. See Sick Leave Bank MOU. From May 1 until June 30 of each year, a participating member may contribute in ½ day increments up to 7.5 hours of personal leave to a common donation bank. This donation can only be made once per year, and is irrevocable. New employees will be allowed to donate to the sick leave bank within forty five (45) days of the first day of employment. In the event the Bank is depleted, the Association and District may agree to re-open an additional donation period.

The cumulative number of unused leave days which may be carried over from one year to the next as part of the Sick Leave Bank is limited to a total of forty (40) days.

2. Part-time employees will be eligible for pro-rated participation (both for donations and receipt of donated days).
4. Grants from the Sick Leave Bank will be determined by the DDEA Executive Council or their designee. Inquiries to Human Resources shall be referred to the DDEA President.
5. After reviewing the employee's application, the DDEA President or designee will notify Human Resources regarding the employee's need to use days from the bank and the number of days granted to the employee. Payroll will process the days as instructed by the Association.
6. The DDEA will keep accurate records of the days contributed to the Bank, days accumulated in the Bank and days used from the Bank. Upon request the DDEA will provide the District with an update regarding the number of days in the Bank.
7. Any unused days will be carried over until the close of the next year's donation period (October 31st). Following the close of the donation period any remaining days in the Bank will expire and no longer be available for use.
8. The District is not responsible for any personal tax liability that may incurred by the donating member or the receiving member, should any liability arise.

G. Jury Duty and Court Appearances

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

H. 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.

I. Leaves at Retirement

At the time of their retirement, teachers may request the District to add to their compensation for their last year of service with the district the number of days of their accumulated, unused sick leave and accumulated, unused fully-paid personal business leave valued at \$25 per leave day, up to a maximum of \$5,000. The District will then make such addition. In the event accrued sick leave is restored as a retirement benefit factor under PERS, the provision relating to sick leave shall expire. The intent of this provision is to preclude dual use of sick leave with the District and under PERS.

Article 16 – Unpaid Leaves

A. Parental Leave (Natural or Adoptive)

1. Parental leave of up to one year without pay may be granted to any teacher. If granted, the parental leave shall begin on the date requested by the teacher. The teacher shall notify the superintendent, on the form provided by the District, 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 teacher shall be informed in writing of the action taken. A one year extension may be granted upon approval of the superintendent.
2. Teachers 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 teacher's parental leave of absence expires during the school year and no suitable position is open, the superintendent may postpone the reassignment of the teacher until the beginning of the next fall term. However, the teacher 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 teacher returning from parental leave if such reemployment would require termination of a contract teacher.

B. Voluntary Leaves of Absence

Voluntary leaves of absence for education, teacher exchange programs and other professional opportunities deemed relevant to the teacher's assignment, rest and recuperation, or because of illness, shall be granted to up to two (2) contract teachers each year to hold a teacher'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 teacher'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.

Teachers 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 considered a resignation. The District will notify the employee of this obligation in writing at the time the employee begins the leave and by March 1 prior to the April 15 deadline.

Up to two 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.

In case of an employee who is suffering from a serious illness as defined in Article 15, Section F.2. and he/she has exhausted his/her 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 employee's medical insurance program for one (1) month following the exhaustion of the above identified leaves.

C. Involuntary Leaves of Absence

Any teacher who is unable to perform his 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. (See Section D)

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 teacher may use unused sick leave. A teacher receiving such a leave shall be eligible for reinstatement upon submission of a physician's certification that the teacher's illness or injury has been remedied and that the teacher is able to return to duty.

D. Benefit Option

The District shall allow the teacher on an unpaid leave the option to purchase fringe benefits at the group rate unless coverage is disallowed by the carriers. This option will commence on the day leave begins and premiums will be payable to the District in monthly installments, by the first of the month. Failure to make the payments will result in immediate coverage cancellation. This option shall not apply to teachers on military leave or who accept other employment while on leave.

As an exception, for teachers on unpaid parental leave of 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.

E. Extension

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

F. OFLA/FMLA

The District will administer the Oregon Family Leave Act and Family Medical Leave Act in accordance with state and federal statutes.

Article 17 – Return from Leave or Layoff

- A. In the event of a reduction of staff, teachers returning from leave shall be considered for such reduction in the same manner as teachers currently employed.
- B. Upon return from an unpaid leave of absence or layoff, the contract teacher shall not suffer loss of contract status, unused sick leave, and prior credit toward length of service. A probationary teacher 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 teacher can demonstrate that he gained appropriate experience while on unpaid leave or layoff.
- C. Upon return from unpaid leave, the teacher will be returned to the same or a substantially similar position which is available or for which he is 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. Employees 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 teacher 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 \$105,000 will be maintained for expenses related to teacher participation in educational workshops and meetings and will be increased annually using the previous January's CPI-W Portland formula.
- B. Building site committees will begin the allocation of the building professional growth fund by September 15.
- C. On an annual basis employees will have input regarding staff development.
- D. Annually, a \$20,000 fund will be set-up to provide substitute costs for those employees wishing to attend workshops which fall outside the scope of the school improvement plan and site council oversight. Employees 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 employee assignments, professional growth plans and/or endorsement being sought. The fund will increase annually using the previous January's CPI-W Portland formula.

Article 19 – Tuition Reimbursement

- A. This entire article will be held in abeyance until June 30, 2017. See Tuition MOU. The District shall reimburse a regularly employed full time teacher for up to a total of ten (10) quarter hours of college credit classes in a two year period. Such course work must be toward an advanced degree or certification program in which the teacher is enrolled or consist of college credit courses directly related to the teacher's teaching assignment, or to a new subject endorsement for which the teacher is preparing. Classes must be college transferable (acceptable as credit at Portland State University) and may include lower division credit courses. If an employee chooses to take a college credit course where the cost of obtaining the credits is less than the established PSU rate his/her tuition allocation will be reduced based on the following formula: if the cost of the credit is 50% or less of the PSU rate the employee's tuition allocation will be reduced by $\frac{1}{2}$ credit. If the cost of the credit is greater than 50%, the employee's tuition allocation will be reduced by a full credit.
- B. During the life of this contract employees who are on the MA+45 column of the salary schedule may use up to the equivalent of three (3) quarter hours of his/her allocated tuition reimbursement not to exceed \$1,000 to attend a conference or workshop. Funds may be used for only registration fees, materials and substitute costs. Such course work must be approved by the superintendent or his designee in advance of registration.

Reimbursement shall not exceed the fall Portland State University credit rate.
- C. An application for reimbursement, a receipt for tuition charges paid and a grade slip or unofficial transcript from the approved course must be filed in the Human Resources office within 30 days of the date a grade slip or unofficial transcript becomes available. To be eligible for course reimbursement a teacher must be currently employed by the district at the time the course is completed. The District will reimburse employees within four (4) weeks after the employee provides evidence of successful completion and a receipt for tuition charges paid.
- D. A teacher who enrolls in more than six credits during a school year and who then leaves the district (except in cases of unforeseen emergency) will refund tuition payments made by the District for credits taken in excess of six hours.
- E. Tuition reimbursement will be prorated for less than full time teachers.
- F. The District will prepay/reimburse college credit classes described in Section A. Teachers are required to submit proof of completion of such courses within thirty (30) days of the posting of final grades or forfeit the prepaid amount, which will be deducted from their next three paychecks unless the college or university causes the delay.

Article 20 – Salaries

- A. Salaries for the school year 2014-15 shall be set forth in the salary schedule in Appendix A-1. For 2015-16 and 2016-17 the salary schedule shall increase by 2.0% each year. Step 00 shall be a "phantom" step used only for computing future salary increases. Step 01 shall be used for initial placement of teachers with no experience. The indices on which these schedules are computed are in Appendix A-2.

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

- B. Teachers 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.

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

- C. Non-degree teachers 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 teachers.
- D. The District will pay bargaining unit members who elect to teach a regular block class during their preparation time, an additional one-sixth of their salary.

E. **Payroll Deduction**

The District agrees to deduct from the salaries of its teachers as requested in writing by the teacher:

1. Regular NEA/OEA/Council/Local Chapter dues;
2. Premiums for Board approved insurance programs;
3. Payments to the Teachers Credit Union;
4. Contributions to the United Fund;
5. Contributions to the David Douglas Memorial Scholarship Fund;
6. Contributions to the Educational Foundation and OEA Foundation;
7. Contribution to an IRS Section 125 Plan;
8. Contributions to 457 Oregon Savings Account;
9. Contributions to the PTA/PTO;
10. District approved TSAs.

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 teacher each month for 10 months, beginning in October and ending in July of each year. NEA/OEA dues shall be sent to OEA; Local Chapter dues shall be sent to DDEA. Dues deductions for the months of June and July shall be remitted no later than July 15.

The 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.

The District agrees to deduct from the salaries of its teachers payment for tax sheltered annuities (TSAs) which fulfill the minimum requirement as listed by the David Douglas School District. Existing deductions for individual teacher's TSA contracts shall be continued for such period as the teacher elects to continue.

The District will provide a list of approved TSAs to employees at the beginning of the school year.

F. Pay Column Change

When a teacher 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,) he 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 teacher 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 teacher cannot obtain the necessary transcripts within 90 days, the teacher 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 teacher 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.

G. Summer Employment Pay

Licensed teachers 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:

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

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

H. Extra Duty Pay

Teachers shall be paid for the 2014-17 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. The previous sentence is held in abeyance until June 30, 2017. For the 2014-2017 contract there will be 0 percent adjustment to the extra duty schedule. Extra

Duty stipends on "Teachers Extra Duty Schedule" shall be paid by separate check on the 15th of every month.

The Board reserves the right to cancel an extra duty salary payment, or portion thereof, in the event of unforeseen circumstances or if the minimum requirements stated in the extra duty job description are not fulfilled. If the extra duty job memorandum is cancelled or reduced the teacher 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 teacher.

Ten days at the teacher's per diem salary for the district will be provided for each middle school building for department chairperson compensation. The teacher 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 teacher(s) selected for these positions rests solely with the District.

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

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

I. Miscellaneous

Employees may opt to have salary paid by "direct deposit" to the local bank or credit union of their choice.

Paychecks shall be issued on the last employee workday of each month.

Article 21 – Group Insurance Benefits

The Council shall select the insurance carrier and the plans for bargaining unit members after consultation with District representatives. The Council also agrees to seek input from members regarding insurance plans. The Council shall notify the District of the selected carrier and plans no later than May 30 of each year.

The District shall provide for each eligible full-time teacher the following coverages using the selected carrier(s) and plans at the following maximum District Contribution levels.

The District will pay up to these amounts per teacher per month for the insurance coverage. The changes in carriers and coverage are subject to verification of rates and levels of coverage.

2014-17	Full Family	1455
	Two Party	1272
	Emp/Child	1272
	Single	1272

Coverage for new teachers will commence the first of the month following the date of hire (i.e., first day worked) or the month thereafter, provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by the business 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.

No unused employee contributions will be paid to employees in cash.

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

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

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

When the District contemplates a change in benefit levels, either party may request the district to form a District/Council committee composed of members from all employee groups to review contemplated changes and make a recommendation prior to a decision to make the changes.

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

Article 22 – Liability Policy

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

Article 23 – Quality Education Council

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

Article 24 – Mentor Teacher Program

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

Article 25 – Duration and Implementation of the Agreement

- A. This agreement shall be effective upon ratification or July 1, 2014 whichever occurs later and shall be binding upon the Board and Association and their members through June 30, 2017.

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

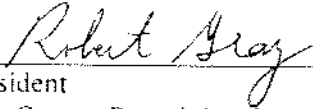
- B. If any provision of this agreement or any application of this agreement to any teacher or group of teachers is changed by legislative action, executive order or directive of a state or federal agency with competent jurisdiction or is held to be contrary to law by a court of competent jurisdiction and a final determination has been made, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

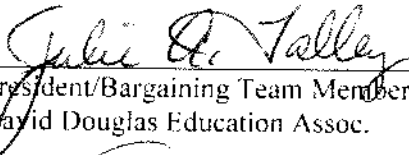
In such case, a meeting shall be held, upon the request of either party not earlier than 30 days after such legislative change is made, executive order or federal or state agency directive is issued, or binding court ruling is issued, for the purpose of adjusting the specific provision(s) in conflict 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 employee 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 Board agrees to print one copy of this agreement for each teacher employed in the district. New teachers shall receive a copy of this Agreement at the time of employment. The District will assume the responsibility and the cost of printing and distributing copies of the agreement for bargaining unit members.

Signatures



President
East County Bargaining Council



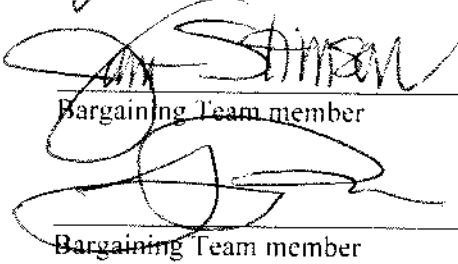
President/Bargaining Team Member
David Douglas Education Assoc.



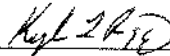
Board Chair
David Douglas School District




Board Negotiations Committee Member



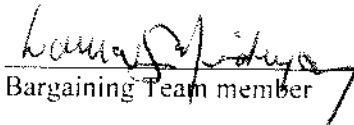
Bargaining Team member



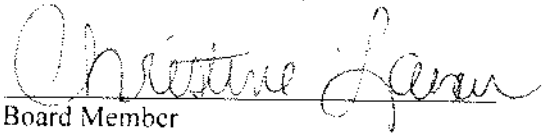
Board Negotiations Committee member



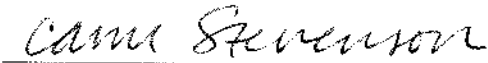
Board Member



Bargaining Team member



Board Member



Bargaining Team member



Board Member



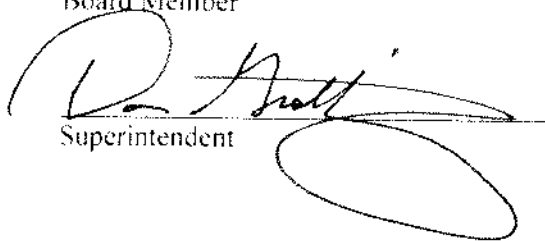
Board Member

Bargaining Team member

Bargaining Team member

Board Member

Bargaining Team member



Superintendent

Appendix A-1 --- Teachers Salary Schedule 2014 - 15

Step	BA Phantom Step	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+105 MA+23	MA+45
00	39,290	40,154	41,019	41,883	42,748	43,612	44,476	45,340
01	40,862	41,725	42,590	43,651	44,514	45,379	46,440	47,305
02	42,433	43,297	44,161	45,418	46,282	47,148	48,404	49,269
03	44,004	44,869	45,733	47,186	48,051	48,915	50,369	51,234
04	45,576	46,440	47,305	48,955	49,819	50,683	52,334	53,198
05	47,148	48,012	48,877	50,723	51,586	52,451	54,297	55,163
06	48,719	49,584	50,447	52,490	53,355	54,219	56,262	57,128
07	50,290	51,155	52,019	54,259	55,123	55,988	58,226	59,092
08	51,862	52,726	53,591	56,027	56,892	57,755	60,191	61,056
09	53,433	54,297	55,163	57,794	58,659	59,523	62,155	63,019
10	55,005	55,869	56,734	59,563	60,427	61,292	64,120	64,984
11	56,576	57,441	58,306	61,331	62,196	63,059	66,085	66,948
12	58,148	59,013	59,878	63,100	63,963	64,827	68,049	68,913
13			61,448	64,867	65,731	66,596	70,014	70,878
14				66,635	67,500	68,364	71,978	72,842
15						70,131	73,943	74,807
16						71,900	75,908	76,771

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

Teachers salary schedule 2015 - 16

Step	BA							
Phantom Step	Step	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+105 MA+23	MA+45
00	40,076	40,957	41,840	42,721	43,603	44,485	45,366	46,247
01	41,679	42,560	43,442	44,524	45,404	46,287	47,369	48,251
02	43,282	44,163	45,044	46,326	47,208	48,091	49,372	50,254
03	44,884	45,766	46,648	48,130	49,012	49,893	51,376	52,259
04	46,488	47,369	48,251	49,934	50,815	51,697	53,381	54,262
05	48,091	48,972	49,855	51,737	52,618	53,500	55,383	56,266
06	49,693	50,576	51,456	53,540	54,422	55,303	57,387	58,271
07	51,296	52,178	53,059	55,344	56,225	57,108	59,391	60,274
08	52,899	53,781	54,663	57,148	58,030	58,910	61,395	62,277
09	54,502	55,383	56,266	58,950	59,832	60,713	63,398	64,279
10	56,105	56,986	57,869	60,754	61,636	62,518	65,402	66,284
11	57,708	58,590	59,472	62,558	63,440	64,320	67,407	68,287
12	59,311	60,193	61,076	64,362	65,242	66,124	69,410	70,291
13			62,677	66,164	67,046	67,928	71,414	72,296
14				67,968	68,850	69,731	73,418	74,299
15						71,534	75,422	76,303
16						73,338	77,426	78,306

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

Teachers salary schedule 2016 - 17

Step Phantom Step	BA	BA+15	BA+30	BA+45	BA+60	BA+75/ MA	BA+105 MA+23	MA+45
00	40,878	41,777	42,677	43,576	44,475	45,375	46,274	47,172
01	42,513	43,411	44,311	45,414	46,312	47,213	48,316	49,216
02	44,148	45,046	45,945	47,253	48,152	49,053	50,359	51,259
03	45,782	46,681	47,581	49,093	49,992	50,891	52,404	53,304
04	47,418	48,316	49,216	50,933	51,831	52,731	54,449	55,347
05	49,053	49,951	50,852	52,772	53,670	54,570	56,491	57,391
06	50,687	51,588	52,485	54,611	55,510	56,409	58,535	59,436
07	52,322	53,222	54,120	56,451	57,350	58,250	60,579	61,479
08	53,957	54,857	55,756	58,291	59,191	60,088	62,623	63,523
09	55,592	56,491	57,391	60,129	61,029	61,927	64,666	65,565
10	57,227	58,126	59,026	61,969	62,869	63,768	66,710	67,610
11	58,862	59,762	60,661	63,809	64,709	65,606	68,755	69,653
12	60,497	61,397	62,298	65,649	66,547	67,446	70,798	71,697
13			63,931	67,487	68,387	69,287	72,842	73,742
14				69,327	70,227	71,126	74,886	75,785
15						72,965	76,930	77,829
16						74,805	78,975	79,872

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

Appendix A-2 — Teachers Salary Plan Index

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

Appendix B-1 — Teachers Extra Duty Salary Schedule 2014-17

Years Experience	01	02	03	04	05	06+
Schedule						
00	424	483	581	646	709	768
01	768	838	935	996	1092	1145
02	1126	1180	1277	1339	1435	1498
03	1468	1525	1624	1687	1818	1907
04	1818	1876	1980	2065	2189	2260
05	2164	2222	2354	2413	2574	2633
06	2513	2574	2699	2761	2951	3016
07	2856	2918	3048	3107	3327	3397
08	3167	3269	3397	3454	3705	3777
09	3516	3584	3737	3830	4049	4149
10	3867	3928	4120	4181	4430	4532
11	4214	4283	4469	4531	4809	4875
12	4563	4623	4809	4875	5186	5257
13	4904	4973	5164	5257	5576	5631
14	5257	5323	5539	5830	5948	6016
15	5597	5667	5888	5948	6328	6392
16	5948	6016	6238	6297	6711	6775

Appendix B-2 — Teachers Extra Duty-Positions 2014-17

	ELEMENTARY		MIDDLE		HIGH	
ASSIGNMENT	Ass't.	Head	Ass't.	Head	Ass't.	Head
Academic All-Stars						05
Activities Director						16
Athletic Director				06 X 4		14 X 3
Band		04		04	08	12
Band, Stage						06
Baseball					09	14
Basketball (B)		03	06	07	10	16
Basketball (G)		03	06	07	10	16
CIM Academy Teacher		hrly rt		hrly rt		hrly rt
Cross Country				03	03	10
Dance Advisor						12
Dance Choreographer					06	14
Drama				03	09	16
Flag Team						04
Football "B"			05	06		
Football "A"			06	07	10	16
Football Equipment Mgr.				01		
Forensics						11
Golf (B&G)						08
Horticulture		02				
HS Musical - Director						03
HS Musical - Choir Dir.						03
HS Musical - Orchestra						03
Intramural		\$12.92		\$12.92		\$12.92
Instrumental				04		
National Honor Society						05
Newspaper						10
Orchestra		04		04	04	06
Outdoor School(per night)				\$172		
Rally			00	03	01&05	07 X 2
School Store					02	04
Safety Patrol		01				
Soccer (B)					08	12
Soccer (G)					08	12
Softball					09	14
Summer School Director		01				
Swim					08	14
Tech Spec./AIM				06		
Tennis (B&G)						08
Track (B&G)	03	04	05	06	09	14
Vocal		04		04	05	08
Volleyball			06	07	08	14
Water Polo					08	12
Wrestling			06	07	10	14
Yearbook						10
Newspaper/Yearbook				00		

Each teacher who accepts the extra duty assignment of elementary vocal, band and/or orchestra will agree to perform 3 concerts in addition to their other contractual obligations and will receive 1/9th of the 04 stipend for each school served.

Appendix B-3 — High School Chairpersons 2014-17

High School Division Chairperson Positions shall be as follows:

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

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

<i>No. of teachers</i>	<i>Amount</i>
<i>1-12</i>	<i>\$3050</i>
<i>13-24</i>	<i>\$3200</i>
<i>25+</i>	<i>\$3500</i>

Extra workdays may be assigned by the principal as needed.

The formula for extra workdays is as follows:

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

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

Appendix – C-1

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

Aggrieved Person(s) _____ Date of Presentation _____

Home Address _____ Home Telephone _____

School/Department _____ Subject Area/Grade _____

Immediate Supervisor _____

Person against whom grievance is filed _____

Date grievance was discussed with immediate supervisor _____

Name of Association Representative _____

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

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

3. Remedy requested and any other remedy deemed appropriate:

Signature of Aggrieved

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

REGARDING

Working Conditions for Pre-School Teacher(s)/Certified Head Start/Pre-School Program at Earl Boyles
Elementary

The parties have agreed to the following exceptions to Article 14, Working Conditions, Section A.3.:

1. Pre-School Teacher(s) will have two (2) twenty minute blocks of music four (4) days a week. This time is counted toward total preparation time (160 minutes).
2. Pre-School Teacher(s) will have 30 minutes of teacher-directed time every Wednesday following PLT meetings (120 minutes).
3. **Two (2) fifteen minute blocks of preparation time will be added at the beginning of each session (8:00-8:15 and 12:00-12:15) four (4) days a week. This time is counted towards total preparation time (120 minutes).**
4. Pre-School Teachers(s) Wednesdays will consist of:
 - a. Professional Learning Team work (1 hour),
 - b. Meetings with assistants and support/partners (1 hour [from 1.5 hours])
 - c. 12 p.m. to 3:30 p.m. will be reserved for home visits, 30-minute lunch, and a 2-hour continuous preparation period (480 minutes).
5. On Wednesdays, Pre-School Teacher(s) may leave before the 3:30 contracted day at her discretion, and without notification to her building principal.
6. For the four (4) Workdays and the four (4) Progress Reports/Professional Development days, Pre-School Teacher(s) will utilize this time as teacher-directed time.
7. During home visits, Pre-School Teacher(s) has the option to reschedule a visit should she have any reason to feel unsafe, or in harm's way. She has the option to choose a public setting for the next home visit, and to have another staff member accompany her to this visit.
8. The parties mutually agree to make any modification as necessary. However, the preparation and teacher-directed times that have been outlined must be maintained.
9. The parties agree that this agreement does not set precedence.

This memorandum of understanding will be effective August 19, 2014 and will expire June 30, 2017.

*Signature Page Located on Page 52

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

Early Intervention/Early Childhood Special Education (EI/ECSE)

The parties have agreed to the following exceptions to the MOU:

The parties agree to create a committee no later than September 14, 2014 to review the parties collective bargaining agreement and the terms of this memorandum of understanding and make a recommendation on either a new memorandum, changes to the collective bargaining agreement to address early childhood staff working conditions or identify how current contract language can be applied to the inclusion of early childhood staff.

The committee will be made up of two (2) early childhood staff members, two (2) representatives of DDEA and two (2) representatives of the District's Administration.

While the committee completes its work the following terms and conditions will be implemented:

1. **Article 9:** Instructional Strategies class is waived and will not apply to the EI/ECSE employees.

Article 14

1. A.2: Teacher-directed planning time will be 30 minutes, and will be designated the first thirty minutes of each work day. Employees have the right to "flex" the start time of their day upon approval by their supervisor.
2. B-4: In lieu of four (4) full grading days and four (4) half-days of no student contact, EI/ECSE employees will have six (6) full days of no student contact time. These six days are teacher-directed, and will be Oct. 18, Nov. 22, Dec. 19, Jan. 17, April 25, and June 13.
3. B-4: EI/ECSE employees will have 40 minutes of designated teacher-directed planning time on Fridays. Full time employees (1.0) will have an 80-minute block; .8 FTE will have a 60-minute block; .6 FTE will have a 40-minute block.
4. B-4: The 30-40 hours of additional pay are waived and will not apply to the EI/ECSE employees [*Employees have non-class time on Friday to schedule meeting with families and/or complete the paperwork (from 11:30 to 3:30). If time is not needed, this time can be used for home visits or community site visits. For any additional time required, we recommend comp time leave on a Friday within the same month. This time would be coordinated between employees and a supervisor*].
5. Professional Learning Teams: the additional 30 minutes of preparation time on Wednesdays has been waived for the EI/ECSE employees.

This memorandum of understanding will be effective July 1, 2014 and will expire September 15, 2015 and unless otherwise agreed to by the parties the specific language in the collective bargaining agreements will become effective September 16, 2015.

*Signature Page Located on Page 52

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

REGARDING

Elementary School Music Teachers

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

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

THEREFORE: ECBC and DDSD hereby agree that:

1. For ES music teachers, two (2) of the three (3) evening functions referenced in Article 14, A.4 shall be dedicated to evening music performances at the teacher's ES building(s).
2. ES music teachers shall be excused from six (6) hours of the formal conferences held in their buildings with the understanding that requested conference times or meetings would be set with parents on an as-needed basis.

This six (6) hour release from conferences will be in exchange for providing one (1) additional evening concert. This would be at the mutual agreement of the Building Principal and the ES music teacher.
3. This agreement shall be in effect for the 2014-17 school years and unless otherwise agreed to by the parties the specific language in the collective bargaining agreements will become effective July 1, 2017.
4. This agreement shall not set precedent.

*Signature Page Located on Page 52

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

REGARDING

Working Conditions at Fir Ridge

The parties have agreed to the following exception to the MOU outlining an additional 30 minutes of planning time per week.

In lieu of weekly PLT meetings and the additional 30 minute preparation, Fir Ridge teachers will hold PLT meetings every two weeks and maintain six (6) Early Release days per year.

This memorandum of understanding will be effective July 1, 2014 and will expire June 30, 2017.

*Signature Page Located on Page 52

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

REGARDING

Tuition Reimbursement

The parties have agreed to modify Article 19 as follows:

1. Each year of the 2014-17 collective bargaining agreement the District agrees to provide a pool of \$100,000 which can be used to reimburse bargaining unit members for tuition reimbursement. Reimbursement is limited to a maximum of \$500 per year per bargaining unit member.
2. To be eligible for reimbursement bargaining unit members must obtain pre-approval to take the course from their supervisor, must pre-pay the tuition and provide the District with a copy of their transcription showing successful completion of the class.
3. At the end of each year contract year (e.g. June 30, 2015) all pre-approved courses will be counted and the \$100,000 pool will be divided equally among the bargaining unit members seeking reimbursement up to the maximum of \$500. As an example, if there are 400 employees who have requested reimbursement and have met all the other conditions necessary to receive reimbursement, each bargaining unit member would receive \$250 (\$100,000 divided by 400).
4. The District will attempt to provide the teacher with the reimbursement payment in the final check for the applicable contract year but payment may need to be made a month later if there are bargaining unit members who are completing classes that do not end until the end of June.
5. If the number of requests for reimbursement allow for each employee to receive the maximum reimbursement of \$500 and the \$100,000 pool is not exhausted any remaining funds are returned to the District's General Fund and do not carryover into the next contract year.
6. This memorandum will be effective July 1, 2014 and expire on June 30, 2017 and unless otherwise agreed to by the parties the specific language in the collective bargaining agreement will become effective July 1, 2017.

*Signature Page Located on Page 52

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

REGARDING

Preparation Time For Elementary Teachers

The parties have agreed to implement Article 14 (Working Conditions), Section 2 related to elementary teacher preparation time as follows:

1. For the term of 2014-2017 the District agrees to continue providing a daily average of thirty (30) minutes of preparation time during the student contact day.
2. The parties agree the following practice meets the District's obligation to provide a daily average of thirty (30) minutes of preparation time:
 - a. One (1) day a week elementary teachers will participate in a forty (40) minute block of time dedicated to collaboration.
 - b. Four (4) days a week the District will provide elementary teachers with a forty (40) minute block of time for preparing for class.
3. This memorandum will be effective July 1, 2014 and expire on June 30, 2017 and unless otherwise agreed to by the parties the specific language in the collective bargaining agreement will become effective July 1, 2017.

*Signature Page Located on Page 52

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

Elementary, MS and HS Preparation

The parties agree to the following:

1. For the duration of this agreement, the District shall provide teachers an additional 30 minutes of planning time per week above the amount currently provided by the contract and the late start/PLT time.
 - a. For example, the High School and Middle School teacher workday begins at 7:30. On Wednesdays, the PLT time runs from 7:30 to 8:30. 8:30 to 9:00 will be teacher directed preparation and planning time. The time between 9:00 and student arrival shall be a teacher directed transition period to carry out professional responsibilities with no administrator directed meetings except in emergencies.
 - b. For example, the Elementary teacher workday begins at 8:00. On Wednesdays, the PLT time runs from 8:00 to 9:00. 9:00 to 9:30 will be teacher directed preparation and planning time. The time between 9:30 and student arrival shall be a teacher directed transition period to carry out professional responsibilities with no administrator directed meetings except in emergencies.
 - c. Nothing in the agreement shall require the District to provide a late start or early release during the term of this agreement, however, the additional 30 minutes of teacher-directed preparation and planning time and the transition period must be maintained.

This memorandum of agreement will be effective July 1, 2014 and will expire June 30, 2017. On July 1, 2017 the status quo shall revert to the contract language in effect prior to ratification of this agreement.

*Signature Page Located on Page 52

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

REGARDING

Annual Stipends

The parties have agreed to modify Article 20 as follows:

1. All full time bargaining unit members who are on step 16 of the MA+45 column as of June 30, 2013 shall receive a one-time only stipend of \$1,000. Less than full time bargaining unit members shall receive a pro-rata stipend based on his/her FTE. The stipend will be paid by September 30, 2014, to bargaining unit members who are eligible as of the date of payment. This is a one time only payment.
2. During the 2015-16 year bargaining unit members who have completed twenty (20) years or more of continuous service to the District shall receive a one-time stipend of \$500. Bargaining unit members will be eligible for the stipend the contract year following the completion of their 20th year (or more) of service with the District. The stipend will be pro-rated based on his/her FTE. The stipend will be paid April 2016 to bargaining unit members who are eligible as of the date of payment.
3. During the 2016-17 year bargaining unit members who have completed twenty (20) years or more of continuous service to the District shall receive a one-time stipend of \$500. Bargaining unit members will be eligible for the stipend the contract year following the completion of their 20th year (or more) of service with the District. The stipend will be pro-rated based on his/her FTE. The stipend will be paid April 2017 to bargaining unit members who are eligible as of the date of payment.
4. The stipends referenced in this memorandum shall not be continued into the status quo period.
5. This memorandum shall not set a precedent and will become effective July 1, 2014 and expire on June 30, 2017.

*Signature Page Located on Page 52

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 eliminated all monies for Middle School sports except \$100,000.

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: Head Coach = \$2000, Assistant Coach = \$1500
2. The Coordinator for each sport (3 schools) will be \$3500.

POSITIONS:

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

*Assistants based on the number of participants.

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

This agreement shall be in effect for the 2014-15 through the 2016-17 school years.

This agreement shall not set precedent.

*Signature Page Located on Page 52

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

REGARDING
MIDDLE SCHOOL MUSIC TEACHERS

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

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

THEREFORE: ECBC and DDSB hereby agree that:

1. For MS music teachers only, two (2) of the three (3) evening functions referenced in Article 14.A.4. shall be dedicated to evening music performances at the teacher's MS building(s).
2. 30 hours of comp time may be used by MS music teachers to provide two (2) additional concerts. Said time shall come from the four (4) conference days held in the fall and spring of the 2011-12 school year.
3. MS music teachers shall be excused from the formal conferences held in their buildings with the understanding that requested conference times or meetings would be set with parents on an as-needed basis.
4. If a Building Principal and MS music teacher mutually agree, the 5th concert may be provided instead of any obligation during "back-to school" night.
5. This agreement shall be in effect for the 2014-15 through the 2016-17 school years.
6. This agreement shall not set precedent.

*Signature Page Located on Page 52

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

Sick Leave Donations

The parties have agreed to modify Article 15, Paid Leaves, Section F as follows:

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

1. The cumulative number of donated days shall not exceed 30 days per donation request. No days will be carried over if not used. In the event that the sick leave days are depleted, the Association has the right to seek out further donations based on Grant
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 employee's application, the DDEA President or designee will notify Human Resources regarding the employee's need to use days from the bank and the number of days granted to the employee. Payroll will process the days as instructed by the Association.
4. The DDEA will keep accurate records of the days contributed to the Bank, days accumulated in the Bank and days used from the Bank. Upon request the DDEA will provide the District with an update regarding the number of days in the Bank.
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.

*Signature Page Located on Page 52