

**BARGAINING AGREEMENT**

**BETWEEN**

**DOUGLAS COUNTY SCHOOL DISTRICT NO. 15**

**and**

**DAYS CREEK EDUCATION ASSOCIATION**

**2018-2021**

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Preamble

This Agreement is entered into between the Board of Education on behalf of the Douglas County School District No. 15, Days Creek, Oregon, herein referred to as the "Board" or "District," and the Days Creek Education Association, herein referred to as the "DCEA" or the "Association."

The intent of this Agreement is to set forth and record herein the full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for teaching personnel.

Days Creek EA and Oregon Education Association shall be considered the exclusive bargaining agent.

## Article 1: Status of Agreement

- A. This agreement shall be effective July 1, 2018 and continue in effect until June 30, 2021, subject to the following provisions:
  - a. This written contract represents the parties' entire agreement and waives both parties' right to bargain over issues not in this contract.
  - b. This contract is subject to the laws of the state of Oregon and the duly adopted rules and regulations of the Douglas County School District 15 and the State Board of Education pertaining to the employment of teachers and their rights, duties, and obligations, and the limitations imposed by the provisions of local budget laws. (ORS 294.306 to 294.420)
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- D. It is agreed by the Board and the Association that in this contract the following will apply:
  - a. The Board and/or its representative(s) and the representative(s) of the Association will meet at the request of either party to discuss this contract or other labor management issues.
  - b. This meeting will be held at a mutually agreed upon time.
  - c. Minutes of any such meeting will be kept and made available, upon request, to representatives of either party.
- E. Any individual contract between the Board and an individual licensed teacher 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, during the duration of this Agreement, this Agreement shall be controlling.

## **Article 2: Recognition**

All full time or part time (0.5 FTE or more) licensed employees of the District are covered by this Agreement. Specifically excluded from the bargaining unit are charter registered teachers, less than 0.5 FTE teachers, confidential employees, temporary contract employees (less than 60 days), substitute teachers, supervisory employees, and administration.

### Article 3: Management Rights

- A. It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and educational activities of its employees.
- B. Without limiting the generality of the foregoing Paragraph (A), it is expressly recognized that the Board's operational and managerial rights include:
  - a. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
  - b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations;
  - c. The determination of the management, supervisory, or administrative organization of each school or facility in the District and the decisions of employees for promotion to supervisory, management, or administrative positions;
  - d. The maintenance of discipline and control for the use of the school system, property, and facilities;
  - e. The determination of safety, health, and property protection measures where legal responsibilities of the Board or another governmental unit is involved;
  - f. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
  - g. The direction and arrangement of all working forces in the system, including the right to hire, discipline, discharge, or transfer employees;
  - h. The creation, combination, modification, or elimination of any teaching position;
  - i. The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and judgment of employee performance.
- C. The foregoing enumerations of the functions of the Board shall not be considered to exclude other functions of the Board not specifically set forth; the Board retains all functions and rights to manage the District in manners not specifically nullified by this Agreement.

## Article 4: Employee Rights

### **A. Just Cause:**

No member of the bargaining unit shall be reduced in basic compensation, be suspended without pay, or be otherwise disciplined without just cause. "Just cause" is defined by the seven tests developed by Carrol R. Daugherty in Enterprise Wire Co., 46 LA 359 (1966).

Due process is recognized as an essential part of just cause. The following procedures of due process will be followed:

1. Forewarning or foreknowledge is given of the possible or probable disciplinary consequences of the employee's conduct, except for conduct that the employee should have reasonably known could result in discipline.
2. Before any discipline is administered, a fair and objective investigation of the charges will be conducted in which the District will seek out relevant witnesses and evidence.
3. A meeting will occur with the supervisor prior to action being taken on the proposed sanction at which notice of the charge or reasons for contemplated action is given and notice of the nature of the contemplated disciplinary action (notice of sanction) is given.
4. A meeting will occur with the supervisor prior to action being taken on the proposed sanction in which the employee presents a response to the charge(s).
5. The employee will be given an opportunity to present his or her version of events before the employer takes final action on a disciplinary sanction.
6. The right of representation for the employee during part or all of this process will be honored.

### **B. Non-renewal of Probationary Teachers:**

The non-renewal of probationary teachers and the dismissal of probationary teachers shall not be subject to the due process provision. However, the teacher shall be afforded the following:

1. Non-renewal of probationary teachers shall be in compliance with Oregon statute, ORS 342.835.
2. The evaluation procedure will be as provided by Board policy.

### **C. Contract Teacher Dismissal:**

No contract teacher will be dismissed except in accordance with the Fair Dismissal Law, ORS 342.895 and 342.905.

### **D. Evaluations:**

Teacher evaluations will follow the Douglas County School District 15 Educator Effectiveness Program. The District shall comply with ORS

342.850 and SB 290. Teachers will receive a copy of the program at the beginning of each school year.

**E. Personal and Academic Freedom:**

The religious and political life of an employee is not an appropriate matter of concern or attention of the District unless it adversely affects the teacher's performance of assigned duties.

Teachers shall enjoy freedom in classroom presentations and discussions excluding that which infringes upon the protected rights of others.

Materials that are presented and discussed shall be relevant to the course content in accordance with the curricula and policies of the District. The Board retains the right to establish the curricular program.

**F. Required Meetings:**

Whenever any professional employee is required to appear before the superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his or her office, position, or employment, or the salary or any increments pertaining thereto, that employee shall be given prior written notice of the reasons for such a meeting or interview and of the right to have a representative of the Association and/or legal counsel present. This includes plans of assistance.



## **Article 5: Association Rights and Privileges**

### **A. Information:**

Upon request, the Board agrees to allow the Association access to all public information allowable under state statute for its functioning as exclusive bargaining representative. Reasonable compensation will be made to the District for the materials provided.

### **B. Use of School Buildings:**

The Association, or committee of the Association, shall be allowed the use of school buildings for meetings or other Association business at no cost, providing it does not interfere with other scheduled activities. The Association will be responsible for any damages resulting from such use.

### **C. Use of School Equipment:**

The Association shall have the right to use school equipment including computers, copiers, and audio-visual equipment at reasonable times, providing it does not interfere with the school program and when such equipment is not otherwise in use. The Association shall pay reasonable compensation for the cost of copying materials.

### **D. Bulletin Boards:**

The Association will be allowed to use a portion of existing bulletin board space in each school building to communicate with members of the bargaining unit.

### **E. Email and Mail Facilities:**

The Association may use District email, mail facilities and mailboxes to distribute information to members of the bargaining unit. In addition, the Association may use the school telephone for Association business providing it does not interfere with the school program. The Association shall reimburse the District for long-distance charges.

### **F. Right to Speak at Meetings:**

An Association representative shall be allowed to make brief announcements at all faculty meetings or other professional meetings upon prior notification to the superintendent.

### **G. Association Leave:**

The Association shall be granted a total of seven (7) days' non-cumulative paid leave per school year for the purpose of Association business. The Association president or designee shall notify the superintendent in writing five (5) days in advance of the date an Association member will be on leave for Association business. The requirement of five (5) days' notice may be waived upon mutual agreement of the District and the Association. The Association shall reimburse the District for the cost of a substitute teacher.

## **H. Fair Share:**

1. The District shall deduct a fair share fee equal to 100% of the dues of the Association (Local/OEA/NEA) from the pay of each employee who is not a member of the Association, beginning with the first paycheck, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
2. Employees who are new to the district after the beginning of the school year, who elect to be non-members of the Association, shall be fair share fee payers and have a prorated amount deducted by the District. The District shall deduct a prorated fair share fee.
3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of this article, provided the Association's attorneys are allowed to represent the District, as well as the Association, in any such action.
4. In the event that the fair share agreement of the current collective bargaining agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, the parties agree to the following:
  - a. A member of the Days Creek Education Association/OEA/NEA remains a member unless the member revokes membership by submitting a written withdrawal to the president of OEA prior to October 1 of any membership year.
  - b. OEA shall submit all revocations to the employer by November 1.
  - c. The employer shall stop dues deductions for revoked members on the pay period following November 1.In the event that the above paragraph is held to be invalid by operation of law or by any tribunal of competent jurisdiction, the parties shall meet to discuss alternate language.

## **I. Association Access to New Hires:**

For any bargaining unit member hired during the school year, the District shall notify the Association, within one week of the first day of work or as soon as possible, of the name and worksite of the new hire. The Association shall be granted one hour of work time to meet with the new bargaining unit member.

**J. Information Requests:**

By October 1 of each year, the District shall provide to the Association an electronic database of each employee in the bargaining unit (active members, and non-members) that includes first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, dues deductions, residential address, and residential phone number. For every bargaining unit member hired after October 1, The District shall provide such information within thirty (30) days of hire.

**K. Association Representatives**

Association representatives shall have access to work areas to conduct Association business before and after work hours and lunch breaks. Other times may be approved by the superintendent.

## Article 6: Personnel Files

- A. The District shall maintain one (1) official personnel file for each bargaining unit member, which shall be the sole repository for all documents related to each teacher's employment with the exception of a separate file, in accordance with law, for FMLA/OFLA documentation or for documentation of any need for accommodations under ADA. As per this agreement, Article 10, a separate grievance file may be kept.
- B. Teachers will have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents contained therein; however, teachers shall not have the right to review confidential letters of reference received by the District prior to the teachers' dates of hire. A teacher will be entitled to have an Association representative or legal counsel present during such review. The superintendent or the superintendent's designee shall be present at all times while the file is being examined.
- C. A teacher will have the right to indicate those documents and/or other materials in his or her file which the teacher believes to be obsolete or otherwise inappropriate for retention. Said document(s) will be reviewed by the superintendent and if the superintendent agrees, the document(s) shall be removed and destroyed. The superintendent's decision on this matter shall be final and binding.
- D. No evaluation, written disciplinary action, or complaint which has not been previously reviewed with the teacher will be used by the District in any demotion, discipline, or other involuntary change in employment status of the teacher.
- E. The teacher will acknowledge that he or she has had the opportunity to review file materials by affixing his or her signature with the date of review to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher will have the right to attach a written statement to any written material placed in the teacher's personnel file except confidential letters of reference received by the District prior to the teacher's date of hire.

## **Article 7: State In-service Day**

- A. The Oregon statewide in-service day will be scheduled as a District in-service day.
- B. The District will, in addition, make good faith efforts to schedule no activities on the day of the statewide in-service or the day after. If scheduling difficulties make this impossible, teachers other than those with extended duty obligations will not be required to provide services at such activities.
- C. The District will reimburse registration costs and mileage at the current IRS rate per mile for District-approved activities. The District and the Association will encourage efforts to carpool.
- D. Written application must be received and approved by the superintendent not later than the Monday prior to the state in-service day in order to receive District reimbursements.

## Article 8: Layoff and Recall

- A. Seniority shall be defined as the employee's total length of continuous service in the District as a licensed teacher. Seniority will be computed and shall accrue from the first date of actual service as an employee in a bargaining unit position and shall continue to accrue during authorized unpaid leaves of absence of up to 760 hours. Authorized unpaid leaves of absence up to 760 hours shall not be considered to be a break in continuity of employment. In cases of two (2) or more teachers with the same first date of service, the tie will be resolved by drawing lots.
- B. Whenever the Board authorizes a layoff, it will notify the Association. As soon as practicable, notice will be given to the affected teachers of the layoff.
- C. In the event the Board, in its discretion, authorizes a layoff, it will determine the teachers to be retained by means of the following criteria:
  - a. A determination of whether the teachers to be retained hold the proper licensure to fill the remaining position(s).
  - b. A determination of the seniority of the teachers to be retained.
  - c. Competence of teachers if the District desires to retain a teacher with less seniority than a teacher being laid off under this section. Competence means the ability to teach a subject or a grade based on recent teaching experience related to that subject or grade level within the last five (5) years, educational attainments, or both, but not based solely on being licensed to teach.
- D. Nothing in this article shall be construed so as to interfere with the Board's right to dismiss a permanent teacher pursuant to the provisions of the Fair Dismissal Law or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.
- E. In conducting a layoff under this article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination. After such determination, the District will make every reasonable effort to transfer teachers in such programs or areas to other vacant positions for which they are qualified and properly licensed. The District will make every reasonable effort to combine positions in a manner which allows teacher to remain qualified so long as the combined positions meet the curriculum needs of the District.
- F. If, within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid-off teacher is qualified as per paragraph C above, the recall procedure will be as follows:

- a. Within thirty (30) days of layoff, the teacher shall notify the District in writing of his or her desire to return to the District in a teaching capacity. The teacher is responsible to keep the District informed of his or her current address. In the event of a recall, the District shall notify eligible teachers. The notification shall be by certified mail with a return receipt. This notice will be sent to the last address given by the teacher to the District office. The teacher will have fifteen (15) calendar days 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 fourteen (14) days from the date the notice of recall was received, or lose all recall rights.
  - b. All benefits to which a teacher was entitled at the time of layoff, including unused sick leave, will be restored to that 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. Employee benefits do not accrue during the time of layoff.
  - c. 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.
  - d. Teachers covered by this article will be given consideration for substitute teaching. Substituting will not affect teacher recall rights.
- G. In determining which teacher to recall, the Board will utilize the criteria set forth in paragraph C above. 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 twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

## Article 9: Complaint Procedures

Any complaint, regarding a teacher, made to a supervisor or other person in authority by a parent, student, or other person which could result in disciplinary action will be handled in the following manner:

- a. **Level One:** In compliance with paragraph A above, a conference shall be held within five (5) working days after the complaint is made, between the administrator(s) or supervisor(s), the employee, and a representative of the employee if representation is desired. The complaint shall be identified. The complaint shall be made available to the employee two working days before the conference. At the time of the conference, the complaint will be in writing and signed by the complainant. The administrator(s) or supervisor(s) must attempt to resolve the matter to the satisfaction of all parties.
  - b. **Level Two:** If the complaint is not resolved at Level One, the teacher shall have the right to require a meeting with the complainant and hear the complaint directly. The administrator(s) or supervisor(s) must attempt to resolve the matter to the satisfaction of all parties. If the complainant refuses to meet with the teacher, the matter shall be closed.
- B. The foregoing shall have no application to complaints regarding matters that are criminal or could result in a civil suit or action against the District.



## Article 10: Grievance Procedure

The Board and the Association recognize the need for the orderly resolution of any grievance arising out of a possible violation, interpretation, or inappropriate application of the provisions of this Agreement. Any licensed school employee covered by the terms of this Agreement shall have the right of access to the grievance procedure adopted by the District.

### A. General Provisions:

- a. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure and, if possible, there shall be no suspension of work or interference with the operations of the school system. Meetings or discussions involving grievances or these procedures shall not interfere with the teaching duties or classroom instruction except by mutual agreement.
- b. "Grievance" shall mean a complaint by an employee or group of employees or the Association that there has been, to the complainant(s), a violation of equitable application of any provision of the contract.
- c. Grievances shall be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum; however, the time limits may be extended by written mutual consent of the parties involved at any level of the procedure. "Days" shall mean teacher contract days.
- d. All parties in interest have the right to choose consultants or representatives for each level of these procedures.
- e. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- f. Procedures may terminate at any level if the grievant so indicates in writing or fails to pursue the grievance within the specified time limits.
- g. Upon request and excluding confidential information, the Association shall be provided with available District information that is necessary to the processing of the grievance.
- h. The District shall maintain a grievance file and all documents, communications, and records relating to a grievance shall be kept in it and not made a part of the personnel file of any participant. The grievant or his/her designee shall have access to his/her own grievance file.
- i. Each grievance must be initiated within fifteen (15) days after the occurrence of the cause for the complaint. However, if the grievant did not become aware of the occurrence until a later date, the grievance must be initiated within fifteen (15) days

following his/her knowledge of the cause. In failing to thus initiate action, the grievant shall be considered to have no grievance.

## **B. Levels of the Grievance Procedure:**

### **a. Level One - Informal and Formal Level:**

The grievant must first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally. The supervisor will submit a written disposition to the grievant within five (5) working days following the discussion. If the grievant is not satisfied with the disposition of the grievance, he or she may file a written grievance with the immediate supervisor within ten (10) working days of the occurrence of the act or condition which is the basis of the complaint. The grievance shall set forth the grounds upon which the complaint is based and the reasons why the grievant considers the decision rendered to be unacceptable. The immediate supervisor shall communicate a decision in writing within five (5) working days to the grievant. If the immediate supervisor is the superintendent, the grievant will start at Level Two.

### **b. Level Two - Appeal Level:**

If the grievance is not settled in Level One or if no decision has been rendered and the grievant wishes to appeal the grievance to Level Two, the grievant may file the grievance in writing to the superintendent within ten (10) working days after the receipt of the immediate supervisor's written decision in Level One. The written grievance shall give a clear and concise statement of the basis for the grievance, including the facts upon which the grievance is based, the issues involved in the contract, and the relief sought. The superintendent shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the grievant no later than ten (10) working days after the receipt of the written grievance.

### **c. Level Three - Hearing Level:**

If the superintendent's decision is unsatisfactory to the grievant or if no decision has been rendered, he or she may appeal within five (5) working days of the receipt of that decision directly to the Board in writing. Within five (5) working days of the receipt by the Board of the appeal, the Board will notify all official parties of a hearing to be held within ten (10) working days of the date of notification. The Board shall hear arguments of the grievant and of the superintendent. At the written request of the grievant, the hearing before the Board shall be a public hearing. Within five (5) working days following the hearing, the Board shall render a decision in writing to all official parties.

**d. Level Four – Binding Arbitration Level:**

Grievances not settled in Level Three of the grievance procedure may be appealed by the Association to arbitration provided written notice of a request for arbitration is made to the superintendent within ten (10) working days of receipt of the Board's decision in Level Three.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) working days of the appeal, jointly request the Employment Relations Board (ERB) to submit a list of five (5) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining name shall act as arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a binding written decision.

**C. No Reprisal:**

There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of a grievance. It is agreed the grievance procedure shall be the exclusive remedy for any alleged violation of any article of this contract which is subject to the above grievance procedure.

## **Article 11: Working Conditions**

### **A. Work Year:**

The standard contract year for teacher shall be up to one thousand, five hundred twenty (1,520) hours or the equivalent which shall include:

- a. Seven (7) paid holidays;
- b. One hundred sixty (160) hours of in-service time.

### **B. Work Days:**

The teacher work days shall be determined by the District but shall include:

- a. A duty-free lunch period of at least thirty (30) minutes.
- b. Adequate daily preparation time on every student school day, defined as forty-nine (49) minutes at the secondary level and thirty (30) minutes at the elementary level, with at least sixty (60) hours of Friday in-service dedicated to teacher preparation/grading time. On teacher grading days, no faculty, IEP, or other meetings will be scheduled, except in unusual circumstances.

### **C. School Calendar:**

The Association shall be given the opportunity to review and comment on the school calendar with at least thirty (30) calendar days advance notice prior to its submission to the Board for adoption. The Association will be given the opportunity to comment on any unforeseen changes that occur after adoption.

### **D. Access to Workplace:**

The District shall maintain procedures for reasonable access to the workplace for times outside the normal working day.

### **E. Distance Learning:**

Nothing in this Agreement shall restrict the District's right to contract or subcontract bargaining unit work by means of distance learning, intra-District cable, or other similar audio-visual technologies except as specified in this Article. During the term of this Agreement, no half-time or greater member of the bargaining unit will be reduced in hours or terminated as a direct result of the District's utilization of the types of technologies referred to herein.

### **F. Emergency School Closure:**

When student attendance is not required due to inclement weather or other unusual situation and teachers are told not to report to school, the day(s) missed shall not be considered contract day(s) if the total number of hours of instruction falls below the state required minimum.

The school year, at the discretion of the District, may be extended to make up any deficit but will not require licensed teachers to work in excess of 1520 hours. Any extension or rescheduling of days of instruction shall not be compensated in excess of the teacher's yearly contracted salary.

## **Article 12: Leaves of Absence**

It is the policy of the District to provide several specific programs involving leaves of absence. As noted below, each type of leave provided has a provision for salary determination. Requests for absences from the job for reasons other than those established by policy or by this Agreement shall be submitted in writing to the superintendent for his/her approval and all such leaves, if granted, shall be without pay.

Except in unusual circumstances, teachers shall have written lesson plans for each week ready at all times in case of absence with enough specificity so a substitute can follow them. The teacher should notify the AESOP system as soon as possible for an anticipated absence. Teachers will notify Aesop for every absence whether a substitute is needed or not.

### **A. Sick Leave:**

The District grants all licensed employees ten (10) days of sick leave per year. Sick leave accumulated in any other Oregon school District shall be accepted pursuant to current Oregon Revised Statute.

For an absence due to an injury that qualifies for workers' compensation, as defined in ORS 656.002(6), the District shall pay to the injured teacher the difference between the regular salary and the compensation received by the teacher under Oregon's Workers' Compensation law. Each such day shall use a prorated amount of sick leave based on the percent of the salary actually paid by the District.

A teacher will be allowed to use accumulated sick leave from personal illness or disability related to pregnancy.

Each teacher will receive a written accounting of the used accumulation of sick leave on a yearly basis on the payroll check stub.

Association members will be allowed to transfer sick leave to a sick leave bank to benefit other licensed employees who have exhausted their sick leave due to extraordinary circumstances. Application for sick leave from the bank shall be made in writing by the employee or a family member acting on behalf of the employee. The application will be reviewed by a committee whose membership shall be comprised of the superintendent, another person designated by the Superintendent, and a representative of the licensed Association. The committee will act to approve or deny the request in writing within five (5) working days after receiving the application. The District will be held harmless of all claims against this provision of the contract. A maximum of sixteen (16) hours may be donated per employee per school year to each licensed employee.

## **B. Bereavement Leave:**

Bereavement leave falls under Oregon Family Leave Act (OFLA), ORS 659A.150 to 659.186 and OAR 839-009-0210 to 839-009-0280. The District will comply with bereavement leave as the statute has it defined.

1. Employees receive up to two (2) weeks of leave to attend a funeral or funeral alternative of a family member, make arrangements necessitated by the death of the family member, or time to grieve the death of a family member.
2. Employees must complete this leave within sixty days of learning of the death. If multiple family members work for the District, they may take bereavement concurrently. The employee may take two (2) weeks of leave for each family member with a maximum of twelve (12) weeks per year.
3. For the purpose of family members, they are defined as spouse of the employee; domestic partner; parents; brother; sister; child (biological, adopted, or foster) of the employee; grandparent or grandchild of the employee; parent-in-law of the employee; or a person with whom the employee was or is in a relationship of in loco parentis.
4. Employees will be permitted four (4) days of paid bereavement leave which will run concurrently with OFLA leave.

## **C. Personal Leave:**

Each teacher shall be granted up to four (4) days of paid personal leave with superintendent approval for legal business, family matters, emergencies which cannot be dealt with during non-working hours, or family illness/injury. Personal leave will not accrue from year to year.

## **D. Professional Leave:**

A teacher may be granted up to two (2) days of professional leave with pay each school year to attend conferences, workshops, and/or school visitations. Teachers will pay their own expenses unless required to go by the District. Requests for professional leave shall be made at least five (5) days in advance. This leave is annual and does not accumulate.

## **E. Legal Leave:**

An employee called for jury duty or who has received a legally enforceable subpoena to testify in either a legal proceeding or at a legislative hearing will receive full pay for the length of the jury or other service, except that part-time personnel shall receive pay only for that portion of the day that the employee regularly works.

The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or witness fees, including mileage, received by the employee for the services referred to above, or the employee may turn such compensation directly over to the District without any consequent deduction in the employee's compensation. An

employee called under the conditions listed herein and who is excused from duty shall immediately contact the District.

**F. Professional Unpaid Leave- Sabbatical:**

A teacher shall be eligible to apply for a one (1) year leave of absence, without pay or benefits, after seven (7) years of uninterrupted service in the District. A written request must be filed with the superintendent prior to March 15 of the school year preceding the leave. Such leave of absence may be granted to an employee for further education or work which would increase his/her knowledge and develop skills required in said employee's present position or for another position in the District to which the teacher aspires. The following criteria shall be considered in granting such leave requests:

- a. The individual must justify the leave request by presenting evidence that the activity to be pursued during the leave will result in improved performance.
- b. Sabbatical leaves are subject to Board approval.
- c. A suitable replacement for the period of the leave must be available.
- d. The period of time on sabbatical leave will count toward seniority and toward continuous service requirements of early retirement.
- e. The staff member will return to the previously held position unless that position is subject to elimination.

Sick leave accumulated prior to the leave shall be recognized upon return of the employee. Sick leave shall not accrue for the one (1) year leave of absence.

The number of professional leaves granted in the District shall be limited to one (1) per year. If two (2) or more teachers apply for leaves during the same year, priority will be established based on length of service in the District, the type of training proposed, and the value to the District as determined by the superintendent and/or Board.

An employee on professional leave without pay is expected to return to the District the year following such leave of absence; however, this does not exclude the employee from provisions of ORS 342.513(2). The employee shall notify the Board in writing by April 1 of his/her intent to return the ensuing school year.

Employees on unpaid leaves under this Article shall have the right to purchase, at their own expense, insurance available through the District if agreed upon by the carrier.



**G. Personal Unpaid Leave:**

Leaves without pay and without benefits, including PERS contributions, for up to one (1) year for reasons deemed sufficient by the Board, including but not limited to health and pregnancy, may be granted. The time during such leave shall not be recognized for advancement on the salary scale or for seniority. Unpaid leave will not be considered a break in service toward early retirement.

Employees on unpaid leaves under this Article shall have the right to purchase, at their own expense, insurance available through the District if agreed upon by the carrier. An employee on personal leave without pay is expected to return to the District the year following such leave of absence; however, this does not exclude the employee from provisions of ORS 342.513(2). The employee shall notify the Board in writing by April 1 of his/her intent to return the ensuing school year.

## **Article 13: Tuition and Mileage Reimbursement**

### **A. Tuition Reimbursement:**

For the term of this Agreement, tuition shall be reimbursed for up to four (4) credit hours per year and the current University of Oregon resident rate per quarter hour for classes which enhance the teacher's present teaching assignment.

The District shall establish professional development funds in the general budget in order to implement reimbursements under this Article. The sum total of all such tuition reimbursements annually shall not exceed six thousand five hundred (\$6,500) dollars. Reimbursement shall occur in June. By June 1, grades must be submitted to the District for reimbursement. In the event the reimbursement requests exceed \$6,500, the amount will be divided equally by the total number of credits taken by members. In no instance, shall the member receive more tuition reimbursement than the credit cost.

Written approval from the superintendent or other Board designee must be obtained prior to the start of any class qualifying for reimbursement. Failure to receive prior written approval relieves the District of any obligation for said reimbursement.

If the teacher is eligible to advance a column, in order to be reflected in the October paycheck, teachers must have transcripts for classes turned into the superintendent by October 1 of each year.

In March of each year, the District will send out intent to advance notices to teachers who intend to advance columns on the salary schedule which must be returned to the District by April 1.

### **B. Travel Reimbursement:**

For the term of this Agreement, the District shall reimburse teachers at the current IRS rate per mile for the exclusive use of any teacher's privately owned vehicle for an instructional-related purpose and for certain business-related use. The teacher must obtain written prior authorization by the superintendent.

## Article 14: Insurance

- A. For the 2018-19 school year, licensed employees in positions of 0.5 FTE or greater will receive one thousand two hundred seventy dollars (\$1270) per month toward medical/dental insurance coverage through a plan offered by the District.
- B. For the 2019-20 school year, licensed employees in the positions of 0.5 FTE or greater will receive one thousand three hundred twenty dollars (\$1320) per month toward medical/ dental insurance coverage through a plan offered by the District.
- C. For the 2020-21 school year, licensed employees in the positions of 0.5 FTE or greater will receive one thousand three hundred seventy dollars (\$1370) per month toward medical/ dental insurance coverage through a plan offered by the District.
- D. Any changes in insurance compensation will be effective October 1 to September 30 of each contract year.
- E. During the life of this agreement, if OEGB does not offer composite rates, DCEA and the District will reopen the contract to negotiate the change in insurance benefits
- F. No annuity provisions will be made for those employees not using up to full-family coverage.
- G. Teachers who elect to opt-out of insurance plans are eligible to receive \$300 per month of additional pay. This election must be done during open enrollment or during a qualifying event according to OEGB regulations.

## Article 15: Compensation

- A. Licensed personnel shall be placed vertically on the salary schedule according to the number of full years' teaching experience. The maximum entry level for newly hired teachers shall be eight (8) years. Substitute and part-time teaching experience shall be considered as a full year's experience if the number of full days of teaching exceeds one hundred thirty-five (135) in any one (1) year.
- B. Licensed personnel shall be placed horizontally on the salary schedule according to the level of education in teaching related university coursework.
- C. Part-time licensed personnel shall receive professional compensation at a pro-rated basis computed by dividing the hours taught by the part-time employee by the hours taught by the full-time employee.
- D. Public Employees Retirement Systems
  - a. During the term of this Agreement, the District will participate in the public employee retirement plans as required by ORS Chapter 238 and 238A that are applicable to the employees in the bargaining unit.
  - b. The District will comply with any statutory or administrative rule changes which are enacted during the term of this Agreement. In addition, any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule will apply to the employees covered by those plans.
  - c. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purposes of calculating final average salary for PERS retirement benefits.
  - d. The District does not guarantee any particular level or type of retirement benefit; benefits are determined by the PERS Board in accordance with state statute and administrative regulations. The District is merely committed to participating in the program to the extent mandated by state statute and administrative regulations.
  - e. The District shall "pick-up," assume, and pay up to the current six percent (6%) required employee contribution to the Public Employees Retirement Fund for the employee members then participating in a public employee retirement plan. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement.
- E. For the school year 2018-19, a one and a half percent (1.5%) cost-of-living adjustment will be applied to the salary schedule levels from the previous year to determine the subsequent salaries.
- F. For the school year 2019-20, a one and a half percent (1.5%) cost-of-living adjustment will be applied to the salary schedule levels from the previous year to determine the subsequent salaries.

- G. For the school year 2020-21, a one and a half percent (1.5%) cost-of-living adjustment will be applied to the salary schedule levels from the previous year to determine the subsequent salaries.
- H. For the 2018-19, 2019-20, and 2020-21 school years, step increases shall be granted.
- I. Effective July 1, 2007, unit members shall receive longevity pay after serving ten (10) consecutive years in the district and three (3) years at the maximum level on the MA+30 column of the salary schedule. Eligible unit members shall receive longevity pay once every three years in June as a single payment equal to the increment received by persons moving to the Step 16, MA+30.

## Article 16: Extra Duty

- A. Extra duties are those not covered by the employee's primary job description and are usually accomplished outside the normal workday but occur during the regular work year. Extra duty positions include but are not limited to coaches and the athletic director. All extra duty responsibilities shall have a job description available upon request.
- B. Extra duty assignments will be yearly, offered in writing by May 1, and filled by May 15.
- C. The District recognizes the right of an individual employee to accept or reject an extra duty assignment.
- D. The District will advertise open extra duty positions by posting at the District Office.
- E. Extra duty and extended contracts require the approval of the Board.
- F. The option to fill extra duty positions rests with the District subject to resources available and the following:
  - a. Before the District can dismiss a licensed employee from an extra duty contract, the employee must be given notice of the dismissal, the reasons for it, and a chance to respond.
  - b. Unless the reason for dismissal compromises the safety of students or is so egregious immediate removal is prudent, the employee will be given a one (1) week notice before dismissal.
  - c. If the decision is made by the superintendent to replace an individual on extra duty, that person shall have the right to appeal for a final determination by the Board.
- G. Extended contracts are for those duties that are closely related to the employee's primary duties and are usually accomplished outside the normal work year including but not limited to summer, evenings, or weekends. Extended contracts for classroom or related duties will be compensated at a daily rate of 1/190<sup>th</sup> of that teacher's salary. Extended contracts for curriculum development work will be compensated at a daily rate of 1/190<sup>th</sup> of the teacher base salary.
- H. Teachers who perform non-teaching activity assignments shall receive \$20 per hour for such service. Activity assignments are non-teaching activities that occur outside the normal workday. Such assignments include but are not limited to being in charge of prom or homecoming. The District reserves the right to determine which duties are eligible for activity pay. Pre-approval by the Superintendent will be required to qualify for extra pay.

I. Extra Duty positions offered will be compensated as follows:

<b>Position</b>	<b>0-4 Years</b>	<b>5+ Years</b>
<b>Head Varsity Coaches:</b>		
Football	\$2,400	\$3,300
Volleyball	\$2,400	\$3,300
Boys Basketball	\$2,400	\$3,300
Girls Basketball	\$2,400	\$3,300
Softball	\$2,400	\$3,300
Baseball	\$2,400	\$3,300
Track	\$2,400	\$3,300
<b>JV or Assistant Coaches:</b>		
Football	\$1,700	\$2,200
Volleyball	\$1,700	\$2,200
Boys Basketball	\$1,700	\$2,200
Girls Basketball	\$1,700	\$2,200
Track	\$1,700	\$2,200
Softball	\$1,700	\$2,200
Baseball	\$1,700	\$2,200
<b>Middle School Coaches:</b>		
Football	\$1,400	\$1,900
Volleyball	\$1,400	\$1,900
Boys Basketball	\$1,400	\$1,900
Girls Basket ball	\$1,400	\$1,900
Track	\$1,400	\$1,900
<b>Athletic Director</b>	\$6,500 (1 FTE)	

## Article 18: Early Retirement Supplement

The District will pay licensed teachers hired before July 1, 2004 a retirement supplement in accordance with the following:

- A. The employee must be eligible to retire under one of the provisions of Oregon PERS.
- B. The employee must have completed fifteen (15) consecutive years of full-time employment as a teacher in the District. No credit will be given for out-of-district employment.
- C. The maximum length of supplemental payments will be seventy-two months or until the retiree reaches age sixty-two (62), whichever comes first.
- D. Final salary is defined as the employee's position on the regular teacher salary schedule for the last year worked.
- E. For 15 – 19 years of service, the supplement will be determined by 1% of final salary.
- F. For 20-24 years of service, the supplement will be determined by 1.25% of final salary.
- G. For 25+ years of service, the supplement will be determined by 1.5% of final salary.
- H. Amounts will be paid each month. Once a supplement amount is established, there will be no cost-of-living adjustments to the rates of supplemental compensation.
- I. Early retirees will be offered medical, vision, and prescription insurance coverage.
  - a. Insurance compensation shall cover in full the cost of the least expensive insurance option offered by the District at the time of retirement for the individual retiree only. Expanded coverage or upgraded coverage may be obtained at the retiree's expense subject to the rules of the insurance carrier.
  - b. For early retirement employees who have served 30 or more years of continuous, full-time employment in the district, the district will pay compensation toward insurance premiums in an amount equal to that of the regularly employed licensed employee cap in effect at the time the employee retired from PERS.
  - c. Insurance compensation under Article 18(I) will be made for seventy-two (72) months or until the retiree is eligible for Medicare, whichever comes first.



- d. The retiree may choose to change coverage subject to the rules of the insurance carrier. The amount paid by the District will not exceed the insurance cap.
- J. No cash or annuity payment will be made by the District to the retiree for insurance compensation not used.
- K. Subject to the rules of the insurance carrier, a retiree may continue coverage at their own expense when the obligation of the District expires.
- L. If a retiree dies while still covered under the provisions of Article 19, the following will apply:
  - a. The stipend payment will be ended on the month following the death of the retiree.
  - b. The District will continue to pay the insurance coverage for the survivors who were covered before the death of the retiree. This coverage will continue for the same number of months as if the retiree had lived.
  - c. Survivors may not add new dependents to the insurance plan after the death of the retiree.
  - d. Eligible survivors, subject to the rules of the insurance carrier, may continue coverage at their own expense when the obligation of the District expires.
- M. The District will not reduce the amounts written in this Agreement for any employee who retires under the terms of this contract.
- N. Once an employee has completed twenty (20) or more continuous years of full-time service, the terms of the contract in place at that time will be used to determine benefits. Future negotiations cannot change the benefits of for those employees.
- O. The terms of this Agreement may be changed for any employee with less than twenty (20) years of consecutive full-time service by future negotiations.
- P. Qualifying employees with fifteen (15) to nineteen (19) years of consecutive full-time service will be allowed a ninety (90) -day window within which to retire, if future negotiations change the terms of this Agreement. The window will start on the date of the signing of the new contract by the Board and the Association.
- Q. An employee planning on retirement will notify the District at least one hundred twenty (120) calendar days prior to the date of retirement. In unusual and/or urgent situations, the retiree may make a request of the superintendent to waive this deadline.

## 2018-19 Salary Schedule

### Douglas County SD 15 / Days Creek Licensed Salary Schedule (1.5% Increase)

<b>LICENSED - 2018/2019</b>						
<b>BS</b>	<b>15</b>	<b>30</b>	<b>45</b>	<b>+60 Masters</b>	<b>+75</b>	<b>Ma+15 +90 Ma+30</b>
<b>0</b>	\$35,678.00	\$36,660.00	\$37,668.00	\$38,704.00	\$39,769.00	\$40,863.00
<b>1</b>	\$36,660.00	\$37,668.00	\$38,704.00	\$39,769.00	\$40,863.00	\$41,985.00
<b>2</b>	\$37,668.00	\$38,704.00	\$39,769.00	\$40,863.00	\$41,985.00	\$43,140.00
<b>3</b>	\$38,704.00	\$39,769.00	\$40,863.00	\$41,985.00	\$43,140.00	\$44,326.00
<b>4</b>	\$39,769.00	\$40,863.00	\$41,985.00	\$43,140.00	\$44,326.00	\$45,544.00
<b>5</b>	\$40,863.00	\$41,985.00	\$43,140.00	\$44,326.00	\$45,544.00	\$46,797.00
<b>6</b>	\$41,985.00	\$43,140.00	\$44,326.00	\$45,544.00	\$46,797.00	\$48,083.00
<b>7</b>		\$44,326.00	\$45,544.00	\$46,797.00	\$48,083.00	\$49,406.00
<b>8</b>		\$45,544.00	\$46,797.00	\$48,083.00	\$49,406.00	\$50,766.00
<b>9</b>		\$46,797.00	\$48,083.00	\$49,406.00	\$50,766.00	\$52,162.00
<b>10</b>		\$48,083.00	\$49,406.00	\$50,766.00	\$52,162.00	\$53,596.00
<b>11</b>		\$49,406.00	\$50,766.00	\$52,162.00	\$53,596.00	\$55,069.00
<b>12</b>			\$52,162.00	\$53,596.00	\$55,069.00	\$56,583.00
<b>13</b>			\$53,596.00	\$55,069.00	\$56,583.00	\$58,138.00
<b>14</b>			\$55,069.00	\$56,583.00	\$58,138.00	\$59,739.00
<b>15</b>				\$58,138.00	\$59,739.00	\$61,382.00
<b>16</b>				\$59,739.00	\$61,382.00	\$63,068.00
						\$64,805.00

## 2019-20 Salary Schedule

### Douglas County SD 15 / Days Creek Licensed Salary Schedule (1.5% Increase)

<b>LICENSED - 2019/2020</b>						
<b>BS</b>	<b>15</b>	<b>30</b>	<b>45</b>	<b>+60 Masters +75</b>	<b>Ma+15</b>	<b>+90 Ma+30</b>
<b>0</b>	\$36,213.00	\$37,210.00	\$38,233.00	\$39,285.00	\$40,366.00	\$41,476.00
<b>1</b>	\$37,210.00	\$38,233.00	\$39,285.00	\$40,366.00	\$41,476.00	\$42,615.00
<b>2</b>	\$38,233.00	\$39,285.00	\$40,366.00	\$41,476.00	\$42,615.00	\$43,787.00
<b>3</b>	\$39,285.00	\$40,366.00	\$41,476.00	\$42,615.00	\$43,787.00	\$44,991.00
<b>4</b>	\$40,366.00	\$41,476.00	\$42,615.00	\$43,787.00	\$44,991.00	\$46,227.00
<b>5</b>	\$41,476.00	\$42,615.00	\$43,787.00	\$44,991.00	\$46,227.00	\$47,499.00
<b>6</b>	\$42,615.00	\$43,787.00	\$44,991.00	\$46,227.00	\$47,499.00	\$48,804.00
<b>7</b>		\$44,991.00	\$46,227.00	\$47,499.00	\$48,804.00	\$50,147.00
<b>8</b>		\$46,227.00	\$47,499.00	\$48,804.00	\$50,147.00	\$51,527.00
<b>9</b>		\$47,499.00	\$48,804.00	\$50,147.00	\$51,527.00	\$52,944.00
<b>10</b>		\$48,804.00	\$50,147.00	\$51,527.00	\$52,944.00	\$54,400.00
<b>11</b>		\$50,147.00	\$51,527.00	\$52,944.00	\$54,400.00	\$55,895.00
<b>12</b>			\$52,944.00	\$54,400.00	\$55,895.00	\$57,432.00
<b>13</b>			\$54,400.00	\$55,895.00	\$57,432.00	\$59,010.00
<b>14</b>			\$55,895.00	\$57,432.00	\$59,010.00	\$60,635.00
<b>15</b>				\$59,010.00	\$60,635.00	\$62,303.00
<b>16</b>				\$60,635.00	\$62,303.00	\$64,014.00
				\$62,303.00	\$64,014.00	\$65,777.00

## 2020-21 Salary Schedule

### Douglas County SD 15 / Days Creek Licensed Salary Schedule (1.5% Increase)

<b>LICENSED - 2020/2021</b>						
<b>BS</b>	<b>15</b>	<b>30</b>	<b>45</b>	<b>+60 Masters +75</b>	<b>Ma+15</b>	<b>+90 Ma+30</b>
<b>0</b>	\$36,756.00	\$37,768.00	\$38,806.00	\$39,874.00	\$40,971.00	\$42,098.00
<b>1</b>	\$37,768.00	\$38,806.00	\$39,874.00	\$40,971.00	\$42,098.00	\$43,254.00
<b>2</b>	\$38,806.00	\$39,874.00	\$40,971.00	\$42,098.00	\$43,254.00	\$44,444.00
<b>3</b>	\$39,874.00	\$40,971.00	\$42,098.00	\$43,254.00	\$44,444.00	\$45,666.00
<b>4</b>	\$40,971.00	\$42,098.00	\$43,254.00	\$44,444.00	\$45,666.00	\$46,920.00
<b>5</b>	\$42,098.00	\$43,254.00	\$44,444.00	\$45,666.00	\$46,920.00	\$48,211.00
<b>6</b>	\$43,254.00	\$44,444.00	\$45,666.00	\$46,920.00	\$48,211.00	\$49,536.00
<b>7</b>		\$45,666.00	\$46,920.00	\$48,211.00	\$49,536.00	\$50,899.00
<b>8</b>		\$46,920.00	\$48,211.00	\$49,536.00	\$50,899.00	\$52,300.00
<b>9</b>		\$48,211.00	\$49,536.00	\$50,899.00	\$52,300.00	\$53,738.00
<b>10</b>		\$49,536.00	\$50,899.00	\$52,300.00	\$53,738.00	\$55,216.00
<b>11</b>		\$50,899.00	\$52,300.00	\$53,738.00	\$55,216.00	\$56,733.00
<b>12</b>			\$53,738.00	\$55,216.00	\$56,733.00	\$58,293.00
<b>13</b>			\$55,216.00	\$56,733.00	\$58,293.00	\$59,895.00
<b>14</b>			\$56,733.00	\$58,293.00	\$59,895.00	\$61,545.00
<b>15</b>				\$59,895.00	\$61,545.00	\$63,238.00
<b>16</b>				\$61,545.00	\$63,238.00	\$64,974.00
				\$63,238.00	\$64,974.00	\$66,764.00

SIGNATURE PAGE

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This collective bargaining agreement has been accepted by both parties:

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date