Douglas ESD & DESDA Agreement

2023-2026

INSURANCE

1330 - 1920 - 100% of District contributions
950 - 1329 - 75% of District contributions
760 - 949 - 50% of District contributions

Table of Contents

Article Page

Preamble

Contract Between

DOUGLAS EDUCATION SERVICE DISTRICT ASSOCIATION/

OREGON EDUCATION ASSOCIATION

and

DOUGLAS EDUCATION SERVICE DISTRICT

Douglas County, Oregon

THIS AGREEMENT IS ENTERED INTO THIS 18th DAY OF MAY, 2023 AND BETWEEN THE DOUGLAS EDUCATION SERVICE DISTRICT ASSOCIATION, HEREINAFTER CALLED THE “ASSOCIATION” AND THE DOUGLAS EDUCATION SERVICE DISTRICT, DOUGLAS COUNTY, OREGON, HEREINAFTER CALLED THE “DISTRICT.” “DISTRICT” AND “BOARD” SHALL BE ONE AND THE SAME. THE DOUGLAS ESD ALSO OPERATES IN THE FOLLOWING COUNTIES, JACKSON, LAKE, AND KLAMATH.

WITNESSETH:

WHEREAS the District and the Association recognize and declare that providing a quality education for the children of Douglas County is the mutual aim, and that the character of such education depends upon the quality and morale of the licensed and classified service; and

WHEREAS the members of the Association have the responsibility and legal right to bargain collectively with the Board all the mandatory subjects of bargaining; and

WHEREAS the parties have reached certain understandings which they desire to confirm,

IT IS HEREBY AGREED AS FOLLOWS:

Article 1 – Recognition

A. The Board recognizes the DESDA (Douglas Education Service District Association, herein after referred to as "DESDA" or "Association") and as the sole and exclusive bargaining representative for all nonsupervisory, regularly employed, licensed and classified personnel employed by the District, and all shall be subject to the terms and conditions of this Agreement. Exclusions from the bargaining unit are listed in section C below.

B. Regular Employee – Shall be defined as those employees in a position that is sustainable, recurring, and often non-program specific working at least .5 FTE. Regular employees are eligible for benefits, are subject to the rates determined in the collective bargaining agreement, and are eligible for membership in the Association.

C. Exclusions from the bargaining unit – Employment excluded from the bargaining unit shall be:

- Administrators
- Supervisor and Confidential Employees, as defined in ORS 243.650(6) (23).
- Interns
- Substitute Employees
- Temporary Employees (less than 30 days)
- Independent Contractor and their Employees

D. Temporary Employee shall be defined as those individuals whose working conditions fall under one of the following categories:

- Someone who has been hired to handle a temporary growth in enrollment
- PERS retired employees
- Individuals who have been hired because an acceptable, qualified applicant is not available in a specialized assignment, i.e. speech and language pathologists
- Someone hired to handle a short-term special project, or grant

Temporary status shall expire on June 30 of each calendar year unless a special circumstance exists, i.e. a short-term project or grant carries over the expiration date. Under no circumstance, however, can temporary status exceed 12 months from the date of hire, except PERS retired.

Compensation for employees on temporary status: The Douglas ESD and the association recognize that sometimes there are special projects that need staff that fall outside of our current job descriptions. If such a temporary project arises, the Douglas ESD will determine the compensation. If the position becomes permanent at any time, it will become part of the bargaining unit and the Douglas ESD will work with the Association to determine where it will be placed on the salary schedule.

E. Substitute Employee – shall be defined as a short-term employee paid at the established substitute rate without consideration for education or experience. Substitute employees are those employed to replace a regular or temporary employee absent because of illness, family emergency, or other special leaves. In some cases, a substitute employee may be hired until such time as a permanent employee can be found.

F. Independent Contractor—shall be defined as independent contractors or employees of another company. Contract employees are subject to the rules and regulations of the agency and the terms and conditions accorded to all contractors.

Contracted employees are engaged to provide specific services, generally those for which an acceptable, qualified candidate cannot be found or for short-term assignments such as in-service presentations. In the case of those contracted for specialized services such as speech and language, contracts must be renewed after March 31st of each year.

G. Eligible staff may continue to work for Douglas ESD immediately following their PERS retirement and will move to Temporary status. Douglas ESD is under no obligation to re-employ retired employees and has the sole discretion over hiring decisions.

Retirees will be excluded from all articles of the CBA, with the exception of Article 10 – Sick Leave, Article 11 – Paid Leaves of Absence, Article 14 – Association Dues and Payroll Deduction; Article 15 – Insurance; and Article 16 – Compensation.

Retiree's workdays shall include any and all schedule conference days, in-service and instructional days. Douglas ESD may end a retiree's employment at any time.

H. Temporary (30 days or more) – Temporaries will be excluded from all articles of the CBA, with the exception of Article 14 – Association Dues and Payroll Deduction; Article 15 – Insurance; and Article 16 – Compensation.

Temporaries will accrue one sick leave per month after PERS retirement date and will be front loaded. Sick leave will not carry over from year to year. Retirees shall receive one personal leave day per fiscal year that will not carry over from year to year.

I. Interns – shall occupy a position with an emphasis on on-the-job training rather than merely employment. The intern does not displace a regular employee and works under supervision. The intern is not entitled to a job at the completion of the internship. The District and the intern understand that a monetary compensation may be permitted.

Article 2 – Board Rights

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the constitution of the State of Oregon and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the Douglas ESD and its properties and facilities and the employment-related activities of its employees;

2. To hire all employees and, subject to the provisions of the law and this Agreement, to determine their qualification, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

3. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

4. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees.

5. The right to determine location of the classes and other facilities within the Douglas ESD, including the right to establish new facilities and to relocate or close old facilities;

6. 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;

7. The creation, combination, modification, or elimination of any position deemed advisable by the Board.

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 retaining all functions and rights to actions not specifically nullified by this Agreement.

The District cannot and does not guarantee any level of employment in the bargaining unit and makes no guarantee as to the passage of resolutions. The District will include in its budget amounts sufficient to fund the compensation provided by this Agreement.

B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one (1) by the Association. Within one (1) month of ratification of this Agreement by both parties the Board agrees to make electronic copies available to all employees and printed copies available upon request for the duration of the contract period.

Article 3 – Negotiation of a Successor Agreement

A. **Deadline Dates**

The parties agree to enter into collective bargaining by exchanging initial proposals over a successor Agreement on or before March 15th of the year when the current contract expires, unless otherwise mutually agreed upon by the parties in writing.

B. **Modification**

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.

Article 4 – Grievance Procedure

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning or interpretation of this Agreement.

A. **Definitions**

1. **"Grievance"**: An alleged violation of the expressed written conditions contained within this collective bargaining Agreement.
2. **"Grievant"**: The person or persons who has/have the grievance and is presenting the claim, or the Association making the claim.
3. **"Party in Interest"**: Either the person or persons making the claim or the person or persons against whom the claim is made.
4. **"Consultant"**: The one who advises either party in interest.
5. **"Representative"**: The Association representative who may speak for and/or advise a grievant(s).
6. **"Immediate Supervisor"**: The one who has direct administrative or supervisory responsibility over the grievant in the area of grievance as stated in school board policy.
7. **"Days"**: When used in this article shall, except where otherwise indicated, mean the grievant's regularly scheduled working days. During winter, spring, and summer breaks, days shall mean days that the Douglas ESD office is open.
8. **"Persons officially involved"**: The Superintendent, or their representatives and/or consultants, the grievant, their Association representatives and/or consultants, and witnesses.
9. **"Association Grievance Committee"**: A committee consisting of Association members.
10. **"Designated Representative of the Association"**: One designated by the Association to represent the "grievant," as defined herein, and shall include, but is not limited to: the chairperson of the Association Grievance Committee, or in the sole discretion of the Association, the "grievant" or a "Representative," as defined herein, chosen by the "grievant." The Association shall notify, at the appropriate level, the supervisor, Superintendent or chairman of the Board, in writing as to the "designated representative" in any grievance.

B. **Generally**

1. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

2. Grievance procedures shall cause no suspension of work or interference with the operations of the Douglas ESD.

3. Meetings or discussions involving grievance or these procedures shall not interfere with the duties of any employee, including classroom instruction.

C. **Procedure**

1. Level 1 –Human Resources Director

After informally speaking with the supervisor, if the grievant is not satisfied with the supervisor's decision the grievant may file a written grievance and present it to the Human Resources Director within ten (10) days of the informal meeting. The written grievance shall include a statement of the grievance, the specific provision(s) of the contract allegedly violated, the remedy sought and the grievant's, grievant's designated representative's or on behalf of the grievant a member of the Associations Grievance Committee's signature.

Within ten (10) days of the receipt of the written grievance, the Human Resources Director shall issue a written response to the grievant and grievant's designated representative.

2. Level 2 – Superintendent

If the grievant is not satisfied with the disposition of their grievance at Level 1, they may submit the grievance to the Superintendent within ten (10) days from receipt of the Level 1 written response.

Within ten (10) days of the receipt of the grievance, the Superintendent or their designee shall schedule a meeting with the grievant, such meeting to be attended by the grievant and, if the grievant chooses, an Association representative of their choice. The Superintendent shall investigate and discuss with others involved.

The Superintendent or their designee shall deliver a written decision within ten (10) days of the meeting. If the grievant is dissatisfied with the Superintendent's or their designee's written decision, the grievant shall have five (5) days from the receipt of the written decision in which to appeal the decision in writing to Level 3. One (1) copy of the grievance shall be returned to the grievant and one (1) copy shall be retained by the Superintendent or designee.

3. Level 3 – Board

If the grievant is dissatisfied with the outcome of Level 2, the grievant or grievant's representative and the chairman of the Board (or their representatives) shall within ten (10) days of receipt of the grievant's Level 2 written appeal schedule a Level 3 grievance meeting at a mutually agreeable time and place. Either party may appoint representatives or bring in witnesses to support their position.

If the grievant is dissatisfied with the outcome of Level 3, the grievant shall have ten (10) days from the date of the Board grievance meeting to deliver to the District a letter indicating the grievant's intent to submit the grievance to arbitration. If such written notice of intent is not delivered by the grievant or the grievant's designated representative, the grievance shall be dropped at the expiration of the ten (10) day period and shall be deemed to be resolved in the District's favor.

4. Level 4 – Arbitration

If the grievance is not resolved at Level 3, the grievant or the grievant's designated representative may ask the Oregon Employment Relations Board to submit a panel of five (5) names. Such listing shall include names of known arbitrators who are members of the American Arbitration Association, and who reside within the state of Oregon. The arbitrator shall be selected from the panel by mutual agreement or by the designated representatives of the Association and the

Board, each alternately striking a name from the list until one (1) shall remain. The arbitrator whose name remains on the list shall be considered selected. The order of the striking of names shall be determined by a flip of coin. As an alternative to requesting a list, the parties may mutually agree upon any arbitrator they choose. The arbitrator chosen from the list to hear the case shall schedule a hearing and deliver a decision writing thirty (30) days of the closure of the hearing. The arbitrator's decision shall be in writing and set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or to substitute their judgment for that of the specific terms of this Agreement. Nor shall the arbitrator add to, subtract from, modify or amend any terms of this Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties.

The Board and the Association will share equally the costs of the arbitration procedure including the fee and expense of the arbitrator and the cost of the hearing room. In cases where the grievant(s) pursue a grievance to arbitration without the support of the Association, the Association would not be held accountable for costs resulting from such grievance proceedings and the grievant would share the cost of the arbitration procedure including the fee and expense of the arbitrator and the cost of the hearing room with the District.

D. **Rights of Employees to Representation**

1. **Employee and Association**

Any grievant may be represented at all stages of the grievance procedure by an Association representative of their choice. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. **Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, representative, member of the Association, or any other participant in the grievance procedure by reason of such good faith participation.

E. **Miscellaneous**

1. **Time Limits**

The grievance procedure should be processed within the timelines stipulated in the procedure; the number of days indicated for settlement should considered a maximum. Time limits may be altered by mutual written agreement of the parties concerned at any level of the procedure.

2. **Failure to Appeal**

Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

3. **Written Decision**

Failure at any level of the process to communicate the grievance response in writing within the prescribed timeline, by the Douglas ESD, will allow the grievant to move the grievance to the next level.

4. **Student Involvement**

Every effort will be made to avoid the unnecessary involvement of students in the grievance procedure.

5. **Employee/Student Contact**

In the course of investigating any grievance, Association representatives who need to contact any employee or student while in school must contact the building administrator and state the purpose of the visit. In no case is class time to be disrupted for either teachers or students.

6. **Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association may process such a grievance through all levels of the grievance procedure. The group grievance shall identify the members of the affected group or class.

7. **Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

8. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, their designated or selected representative heretofore referred to in this article and witnesses.

9. **Election of Remedies**

This contract contains a grievance procedure as one means of resolving disputes. If a claim, suit or charge is filed with any state or federal agency or court, prior to the filing of a grievance and related to the grievance, the grievance shall not be processed beyond the Board Level (Level 4). Any arbitrator’s decision shall be rendered null and void.

10. **Violations of Association Rights**

In matters dealing with alleged violations of Association rights as listed under Article 18 of this agreement, the grievance shall be initiated at Level 2.

Article 5 – Rights of Employees

A. **Due Process/Just Cause Provision**

1. No employee shall be reduced in basic compensation, be suspended without pay, have their contract non-renewed or be dismissed without Due Process and Just Cause. The District retains the right to dismiss probationary classified, probationary licensed, or non-renewed employees for any reason deemed sufficient by the District. For classified employees, the probationary period shall be defined as a seven (7) month period beginning on the first actual work day.

2. For purposes of this agreement, due process shall be defined as:
   a. Fair Notice of the charge or reason(s) for the contemplated action;
   b. Notice of the nature of the contemplated action;
   c. An informal meeting with the supervisor prior to any action being taken;
   d. The right of representation for the employee during any and all processes.

3. All information forming the basis of any such actions shall be made available to the affected employee upon their request.

4. Any classified employee, for other licensed or ODE authorized employees not covered by the Fair Dismissal Appeals Board, shall be entitled to a hearing before the Board if a written request is filed with the Board within fifteen (15) calendar days of the dismissal. The Douglas ESD's decision is not a grievable matter. Any appeal of a TSPC contract teacher termination or non-extension shall be to the Fair Dismissal Appeals Board. The Douglas ESD's decision to terminate the TSPC contract teacher is not grievable.

B. **Required Meetings or Hearings**

Whenever any employee is required to appear before their supervisor, the Superintendent, Board, or any other committee or member thereof, for the purpose of informing the employee of disciplinary action or for a meeting which could adversely affect the continuation of that employee in their office, position of employment or the salary or any increments pertaining thereto, then they shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or legal counsel present to advise them and represent them during such meeting or interview. The timeline may be extended by mutual agreement if the request for an extension was made in writing and both parties agree. This provision does not pertain to situations of flagrant misconduct, where the Superintendent believes immediate attention is necessary.

C. **Criticism of Employee/Board Member**

Any criticism by a supervisor, administrator or board member of any employee shall be made in confidence and not in the presence of students, other teachers, parents, employees or at public gatherings.

Any criticism by an employee of a board member or administrator shall be made in confidence and not in the presence of students, other teachers, parents, employees or at public gatherings.

D. Complaint Procedure

1. Douglas ESD believes that concerns and program issues should be resolved at the lowest level possible. It is the policy of the Douglas ESD that when a patron, parent, agency or representative of a student has a concern regarding the performance of a Douglas ESD employee or a Douglas ESD program, that concern should be initially addressed with the employee in question. If a school district administrator receives a concern from a patron, parent, agency or student representative, they will encourage the individual to

speak directly with the employee in question.

2. If the parties are unable to resolve the issue informally then the individual has the option of filling a written complaint. If a written complaint is filed with the Douglas ESD, the following procedures apply:
   a. A conference between the administrator and the employee will be held;
   b. The employee will be provided with a copy of the complaint before the conference.

3. If the complaint is not resolved at the administrator's level, the employee has fifteen (15) days to move the complaint to the superintendent level. The Superintendent will respond within ten (10) days.

4. The Superintendent will make the final decision about the complaint.

5. The employee has the right to have association representation at any or all levels.

6. The employee shall have the right to attach any rebuttals or explanations to any written documents placed in their personal file.

Article 6 – Employee Work Year

A. The work year for all Douglas ESD employees shall be determined by the Superintendent and Board.

B. The daily work schedule, including holidays and preparation time for licensed employees employed as teachers at the various schools shall be in accordance with the school to which the employee is assigned. This scheduling shall be flexible as determined by the Douglas ESD Superintendent and school principal to accommodate the District required in-service. An employee's prep time will be determined based on the District where employee spends the majority of their time.

C. The base contract year for any licensed employees shall not exceed 190 days, unless otherwise determined by the Superintendent or designee and agreed upon by DESDA. When the Douglas ESD or a component District experiences a financial hardship, which necessitates a reduction in licensed employee contract days, the Douglas ESD has the right to unilaterally reduce the number of contract days and associated salary for licensed teachers by up to 10 days. This reserved right is without qualification. There is no District obligation to bargain as to the decision to reduce the number of contract days and salary. Additional days contracted are considered an extra duty contract and will be paid at the per diem rate (contract salary/number of contract days).

1. **Short Term Extra Duty**
   Licensed employees assigned an extra duty contract of 14 days or less, or classified employees assigned 112 or less extra duty hours are not eligible to use accumulated leave (e.g. sick leave, personal leave, etc.) during the extra duty work time.

2. **Long Term Extra Duty**
   Licensed employees assigned an extra duty contract over 14 days, or classified employees assigned over 112 hours are eligible to use accumulated leave (e.g. sick leave, personal leave, etc.) during the extra duty work time.

D. For classified employees not subject to assigned hours at a particular school, the District agrees that flexible scheduling may be allowed. The employee and the Superintendent or designee may agree to a flexible schedule.

E. The supervisor, with approval of the Superintendent, shall designate job duties of the employees within the confines of the job description. Job descriptions shall be available to all employees.

F. The calendar of holidays and vacation days for Douglas ESD employees shall be as follows:

1. Douglas ESD licensed employees shall receive six (6) paid holidays: Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Day, New Year's Day and Memorial Day.

2. All Douglas ESD classified employees shall receive the following paid holidays if they are scheduled to work during the month that the holiday is observed.

   *July 4, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, and Memorial Day.

   *In order for classified employees to receive the July 4th holiday pay, the employee must work a minimum of (8) eight days (or equivalent in regular hours) during the month of July.

3. Douglas ESD classified employees working as instructional assistants, Skills Trainers, LPN/IA, or speech language pathology assistants scheduled to work less than 240 days, shall receive 3 vacation days to be scheduled over Christmas or spring breaks. Employees hired after Christmas break but prior to spring break, will receive 3 vacation days, however if the employee is hired after spring break, that employee will not receive any vacation days until the following fiscal year.

4. Douglas ESD classified employees (other than instructional assistants, Skills Trainers, LPN/IA, or speech language pathology assistants), scheduled to work less than 240 days, shall receive 3 vacation days that may be taken during days scheduled to work. Vacation days will be prorated for new employees.

5. Douglas ESD classified employees scheduled to work 240 days, shall receive 5 vacation days that may be taken during days scheduled to work. Vacation days will be prorated for new employees.

6. Vacation days will not accumulate from year to year.

7. Any employee who is separated from the service of the District shall be entitled, upon the date of such separation, to cash compensation for unused vacation leave at their current rate of pay.

8. For the purpose of this article, if Douglas ESD increases the agency and/or a DESDA employee's work calendar to more than 240 days, Douglas ESD and DESDA will jointly discuss during a Labor Management meeting the impact on the work conditions, in terms of vacation leave.

G. **Vacation Leave**

1. For the purpose of this article, a full-time employee is one who is regularly scheduled for a 260-day work year.

2. After having served as a full-time employee for a period of seven (7) months, each classified employee will accrue vacation leave at the rate of one day per month for the balance of the first year of employment. After the first year of employment, each employee will be credited to receive vacation leave consisting of two weeks (10 working days) per year, accrued on a monthly basis. Vacation may not be used before it is accrued except with the prior approval of the Superintendent.

3. **Vacation Leave After Five/Ten Years of Employment**

   All full-time classified personnel who have served continuously for five (5) years shall receive annual vacation leave consisting of three weeks (15 working days), accrued on a monthly basis. After ten (10) years or more of continuous service, the annual vacation leave shall be four weeks (20 working days), accrued on a monthly basis.

4. **Unused Vacation Compensation**

   Any employee who is separated from the service of the District shall be entitled, upon the date of such separation, to cash compensation for unused vacation leave at their current rate of pay.

   Earned annual vacation leave may be accumulated up to thirty (30) days at a time; otherwise, it shall either be used or forfeited. Exceptions to this may be granted with approval of the Superintendent. This approval shall not be unreasonably withheld.

H. **Other Dates**

1. **Statewide In-Service Day**

   Those employees teaching students in local schools may take this day away from the classrooms providing the local school is likewise closed for this day, travel expenses to meetings will be paid, subject to prior approval of the supervisor, if the supervisor has requested an employee attend said meeting.

   Other Douglas ESD licensed personnel may also observe this day if approved by the supervisor. Travel expenses to meetings will be paid if the supervisor requests an employee attend a designated meeting.

2. Those employees engaged in teaching students may observe Christmas vacation, the Friday following Thanksgiving, and spring vacation on the same dates as observed by the schools to which they are attached. These employees would follow the individual school work day and work week.

Article 7 – Working Conditions

A. **Level of Assistance**

If an employee believes that the level of assistance within the classroom is inadequate, or that their caseload is unmanageable or adversely impacts the quality of service to students, they may request a meeting with the immediate supervisor and start the concern process. If further action is necessary, the employee(s) may forward the concern to the Association to take to the Labor Management Team meeting. The employee(s) may request the Association assist them in presenting this concern. The District shall provide the employee with a written response within ten (10) working days of the meeting.

B. Each employee shall, as directed by the administration, maintain and/or provide documentation of service at individual schools.

Article 8 – Vacancies / Transfers

A. **Vacancies**

Whenever the District determines a vacancy occurs, the following procedures will be implemented:

1. Job vacancies shall be advertised internally and externally for a minimum of five (5) working days. Job vacancies shall be distributed by email to all district staff and posted on the employment page on the Douglas ESD Job Openings website page. Should the District opt to post the vacancy internally only, staff will be notified in the original email notification.

2. Employees who wish to be considered for any posted vacancy have the opportunity of submitting a letter of interest via application software utilized within the five (5) working day posting/advertising period.

3. When candidates are deemed to be equally qualified, the internal applicant will be given preference.

4. When an internal applicant is deemed unqualified for the position, the District will notify the internal applicant.

5. Job vacancies shall include, but not limited to, performance responsibilities, required/desired licensure or degrees, current job description, salary range and job location, if known at the time of posting.

B. **Requests for Transfer**

A transfer is when an employee moves to another work location or assignment with the same position description.

Requests by an employee shall be made in writing, one (1) copy of which shall be filed with the supervisor, one (1) copy with the HR Department**,** and one (1) copy with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. The administration shall act upon such request in writing within a reasonable period of time thereafter. The criteria for considering such request shall include but not be limited to the employee's qualifications and seniority, time of request**,** and availability of position requested. Upon request, reasons for denying a transfer will be given in writing to the employee.

C. **Involuntary Transfers**

1. When an employee is involuntarily transferred, they will have the opportunity to make known to the appropriate administrators their wishes regarding a new assignment.

2. An involuntary transfer will be made only after a meeting between the employee and the supervisor, at which time they will be notified of the reason for the transfer in writing.

3. Notice of an involuntary transfer will be given to the employee as soon as possible in writing.

4. Employees being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer is being made.

5. An employee involuntarily transferred from their position due to termination of the position, and not for performance reasons, will be given preference consideration to refill the position should it later be reinstated.

Article 9 – Employee Evaluation and Personnel Files

A. TSPC Licensed/State Licensed/ODE Authorized Staff Evaluation

1. The District will follow the guidelines, procedures and requirements set forth in accordance with State statutes and outlined in the Douglas ESD Educator Support and Evaluation Guide (established collaboratively between Douglas ESD and DESDA).

2. Prior to the beginning of the evaluation process, all licensed employees will be provided with copies of the forms on which their evaluations will be written. Copies of any criteria, guidelines or standards of performance will be presented to and discussed with the employee prior to starting the evaluation process.

3. All formal observations of work performance of an employee will be pre-scheduled.

4. Licensed employees will be given a copy of the evaluation report prepared by their supervisor and a conference will be held to discuss the report.

5. The evaluation reports shall be maintained in the personnel files of the District.

6. The evaluation report shall be placed in the employee's personnel file only after reasonable notice to the employee.

7. A licensed employee may make a written statement relating to any evaluation, reprimand, charge, action or any matter placed in the employee's personnel file and such employee's statement shall be placed in the personnel file.

8. If a licensed employee is being considered for a program of assistance for improvement, they will be given prior notification and allowed to have Association representation of their choice at all meetings with the administration concerning this action.

9. In the event the District decides to revise its present licensed employee evaluation procedures, the District will consult, pursuant to State statutes, with a committee of licensed employees appointed by the local bargaining unit.

B. **Classified Evaluation**

Evaluations of all classified employees shall be conducted at least once every two (2) years after their initial evaluation in their first year of employment. Any employee who does not receive a regular scheduled evaluation shall be deemed to meet or exceed the performance standard for their position.

1. All written evaluations must be signed by the employee and the employee's immediate supervisor and/or administrator in charge.
2. A copy of the written evaluation must be given to the employee, and a copy must be maintained in the personnel files of the Education Service District.
3. In the event the District decides to revise its present classified evaluation procedures, the District will consult with a committee of classified employees appointed by the Association.

C. Personnel File

1. Policies and Procedures

There shall be one (1) official personnel file for each employee of the District.

The official personnel files shall be maintained at the District office in a fire-resistant storage space which shall be locked during nonbusiness hours.

Personnel records may include, but are not limited to, the items listed below:

a. Application and other applicant communications;
b. Verification of experience from previous employers;
c. Verification of training;
d. Prior years' contracts if applicable;
e. Acceptance/rejection notices;
f. Current contract for employment, if applicable;
g. Job description;
h. Copies of commendations, complaints and suggestions relative to job performance;
i. Identification of equipment or supply items in custody of the employee;
j. Performance evaluation reports and replies thereto;
k. Program of assistance for improvement, if applicable;
l. Letter of resignation and termination documents;
m. File contents must be consistent with provisions of Oregon Revised Statute 342.895 relating to dismissal, when applicable;
n. Any replies, comments and explanations the employee wishes to append to such data and reports over their signature.

2. Access to Personnel Files

Personnel files are District property. They are confidential in nature. It shall be the duty of the Superintendent or designee to maintain their confidentiality and to control access to them. The District personnel officer shall be responsible for maintaining systematic, complete and current files for all District personnel.

Access to the personnel file of an employee is authorized for those identified below:

a. The employee;
b. The employee's designees;
c. District administrators and department heads who shall have access only to files of their employees or prospective employees;
d. The Superintendent;
e. A member of the School Board when relevant to personnel actions then under consideration by the entire Board or as specifically authorized by the Board;
f. Courts and public agencies with the power of subpoena and attorneys for the District when relevant to the performance of their respective duties;
g. Secretarial personnel, as needed, for file maintenance as directed by the Superintendent.

Supervisors of employees may establish and maintain a separate file on an employee for supplementary information services. These files are not official and may not be used in dismissal or other disciplinary actions.

3. Signing of Materials

An employee will be given the opportunity to sign material that reflects negatively on the employee before it is placed in their personnel file. Refusal to sign will not prevent the District from placing material in an employee's file. Signature only acknowledges having seen the material; it does not mean agreement with the contents.

4. **Request for Removal**

An employee may request that materials be removed from their personnel file. This request shall be reviewed by the Superintendent or the Director of Human Resources, if so designated by the Superintendent. The decision to remove any material is at the discretion of the Douglas ESD administrator.

For classified personnel any material in the personnel file, disciplinary in nature, shall not be removed from the personnel file. It shall be considered a permanent part of the file. A classified employee shall have the right to attach a response, or other relevant documents, to any disciplinary materials entered into their personnel file.

For all licensed employees, all charges resulting in disciplinary action shall be considered a permanent part of their personnel file and shall not be removed for any reason. They shall have the right to attach their response, or other relevant documents, to any document included under this subsection.

Article 10 – Sick Leave

A. **Employee Illnesses**

1. **Accrual of Sick Leave**

Effective the first working day of each fiscal year, all regular employees shall be advanced the total of one (1) sick leave day with pay for each month (or fraction thereof) contracted for or normally expected to be worked compared to a regular workday.

An employee who is employed for a period of time less than full time shall be allowed sick leave time in proportion to the amount of time worked.

2. **Transfer of Sick Leave**

An employee who has accumulated sick leave during employment in another district or the Oregon Department of Education, and who was so employed in Oregon during the preceding year, shall, upon proper verification, be given credit in accordance with state law.

3. **Notification/Verification/Misuse of Sick Leave**

When an employee will be absent from work, they shall give notice to the supervisor or the person designated by the Superintendent to receive such notice. For sick leave in excess of three (3) consecutive days, the Superintendent, or designee may require a certificate from the school employee's attending physician that the illness or injury prevents the employee from working. If the employee is required to provide a certificate from their attending physician, the District will reimburse the employee for any out of pocket expense towards their office visit excluding medications. Notwithstanding the above, an employee may request and use earned vacation and/or leave for immediate family medical illness in accordance with Oregon Family Leave Act (OFLA) and Family and Medical Leave Act (FMLA). Such leave shall be used only to provide assistance to immediate family members for purposes defined by OFLA/FMLA, and shall not be used for non- medical-related child care purposes.

Immediate family member is defined as: father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, wife, husband, same sex domestic partner, domestic partner, children or a person with who the employee was or is in a relationship of in loco parentis.

An employee will be required to use any accrued paid leaves concurrently with OFLA/FLMA leaves and in accordance with district policy.

Willful misuse of this provision shall be cause for discipline up to termination.

4. **Accumulated Sick Leave**

If, at the beginning of a fiscal or contract year, an employee previously employed for at least one (1) year, is ill and unable to resume their duties, and such employee has unused accumulated sick leave days at the end of the prior fiscal year, they will be allowed to use such previously accumulated sick leave days while they remain ill and unable to work. Such employee shall not be credited with any additional sick leave days until they return to their regular duties.

5. **Termination of Employment**

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except that transferrable sick leave shall be granted.

6. **Retirement**

Upon retirement, unused sick leave shall be reported to PERS

B. **Injury on Duty – Workers' Compensation**

Employees are covered by SAIF (State Accident Insurance Fund). An injured worker will generally have reinstatement and/or reemployment rights for a period of 3 years after the date of injury (with limited exceptions).

The employees first 3 days of absence due to the injury, will be charged to the employee's sick leave. Sick leave may also be used in addition to Workers' Compensation benefits to make employees salary whole.

Employees who seek medical attention for an on-the-job injury, are required to complete an 801 Form and submit this form to the Human Resource Department within 24 hours. If an employee does not seek medical attention, will need to complete an incident form and submit it to HR for safety committee review.

Workers' Compensation may also fall under FMLA (Family Medical Leave Act). Depending upon the physician's report.

C. **Paid Leave of Oregon**

Paid Leave Oregon will be administered according to mandatory Oregon state statues.

PFMLI – Beginning on July 1, 2023, the District shall pay the required Employee contributions to the Oregon Paid Family Medical Leave Insurance as an employer-provided benefit, not to exceed the original combined 1% contribution rate (40% employer/60% employee).

An Employee who receives a benefit under Paid Family Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary. Upon receiving written notice of such an election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary.

Article 11 – Paid Leaves of Absence

A. **Types of Leave**

Employees shall be entitled to the following non-cumulative leaves of absence with full pay each contract year:

1. **Personal**

   a. The District will grant three (3) days of paid personal leave per contract.

   b. Personal leave will not be cumulative and will be applied on a pro-rata basis.

   c. Personal leave must be scheduled twenty-four (24) hours in advance unless the circumstances giving rise to the need for leave prevents such advance notice. In such instances, the employee shall give verbal notice as early as possible.

   d. Personal leave is not to be used to extend a holiday or vacation, nor shall it be used during scheduled in-services. Transportation emergencies such as a flight cancellation or extreme weather conditions that prevent a return home shall be considered exceptions.

   e. Personal leave may be used for snow days under the direction of the Superintendent or designee.

   Willful misuse of this provision shall be cause for discipline, in such cases, the Superintendent shall ask the reason for the leave.

2. **Legal**
   Time necessary for legal proceedings when subpoenaed for jury duty or as a witness will be granted. Salary paid shall be the employee's regular wage, except mileage. The employee must waive the witness and jury voucher payment. A simple photocopy of the subpoena/summons will be sufficient for bookkeeping purposes (to be submitted to the HR office). The employee must, unless excused by the supervisor, report for work promptly after their required appearance has terminated. This provision shall not apply to employees who are involved in personal legal actions, as defendants in a criminal case or as claimant or defendant in a civil case. In such cases, unpaid leave may be granted by the District. Employees may use accrued personal leave or vacation leave.

3. **Bereavement & Serious Family Illness**

   a. Employees shall be entitled up to five (5) days of bereavement leave per occurrence, non-accumulative, due to the death of a family member. Family member is defined as: father, mother, brother, sister, aunt, uncle, mother-in- law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, wife, husband, same sex domestic partner, domestic partner, children or a person with whom the employee was or is in a relationship of in loco parentis. This leave runs concurrently with OFLA bereavement leave, where applicable, and will be applied prior to utilizing any sick leave for additional bereavement leave necessary within OFLA guidelines.

b. Employees shall be entitled to up to three (3) days of leave with pay to attend to serious health conditions in the immediate family that reasonably require the personal attention of the employee.

This leave shall not be charged to sick leave or vacation leave and shall not accumulate. Immediate family member is defined as listed above in paragraph 3.a. above.

c. "Serious health condition" is defined by OFLA/FMLA regulations.

d. Routine or preventative medical or dental appointments for family members are not covered by this section A3.b. Such appointments are appropriate under the personal leave language contained in section A1 of this article.

e. Leave in this provision is non-accumulative beyond the fiscal year.

f. Misuse of leave in this provision will be subject to discipline up to termination.

B. **In Addition to Sick Leave**

Leaves pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. **Notification of Leave Balances**

The District shall make available to every employee, an accounting of their leave balances by last working day of September and on a regular and monthly basis thereafter.

Article 12 – Unpaid Leaves of Absence

A. **Professional Study**

A leave of absence of up to one (1) year may be granted to any employee upon application to the Superintendent or designee for the purpose of engaging in study at an accredited college or university or other accredited educational agency, definitely related to the employee's professional responsibilities. Upon return from such leave, an employee shall be placed at the same position on the salary schedule which they acquired at the time they left.
A replacement employee shall be a temporary employee whose position is terminated upon the return of the regular employee. If the position is abolished during the leave of absence period granted the regular employee, every effort shall be made by the administration to arrange for a transfer to a similar position, if a vacancy is in existence. If unable to transfer, layoff process in Article 19 and Article 20 shall be followed.

B. **Parental Leave**

Requests for family leave and parental leave shall be granted in accordance with the applicable federal laws and Oregon Revised statutes.

C. **Extensions and Renewals**

All extensions and renewals of leaves shall be applied for and granted or denied in writing.

D. **Association Leave**

Each school year, the District agrees to allocate eight (8) days of noncumulative unpaid leave for lawful uses as the Association may delegate. The Association shall give their supervisor and Director of Human Resource advance notice, indicating the date(s) the leave is to be taken. Less advance notice may be available.

Article 13 – Personal Life

A. **Personal Life**

The personal life of an employee is not an appropriate concern for attention of the Board except as it may cause failure to perform the employee's job responsibility as a Douglas ESD employee.

B. **Citizenship**

Pursuant to statute, no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law, or board policy.

C. **Nondiscrimination**

The Association and the District agree that they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, marital status, sexual orientation, gender identity, disability and membership or non-membership in the Association.

Article 14 – Association Dues and Payroll Deductions

A. Upon appropriate written request from the employee, the Douglas ESD shall deduct from the salary of any employee and make remittance to the appropriate agencies for the following deductions:

Credit Union, Association Dues, Deferred Compensation, Sunshine Fund, Tax-Sheltered Accounts, and United Way

The Association agrees to indemnify and hold the Douglas ESD harmless against any and all claims, suits, order or judgments brought against the Douglas ESD on the issue of Association dues as a result of the provisions of this article.

B. Each employee's payroll checks shall itemize all sources of pay and payroll deductions.

C. The District will deduct dues, fees, and any other assessments or authorized deductions to the Association in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the employer with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The Association shall rely on the list to make the authorized deduction amounts. The Association shall rely on the list to make authorized deduction amounts and to remit payment to the Association.

D. The Association shall have the right to meet with new employees for 30-120 minutes within 30 days after hire, without loss of pay or benefits. The time may be during new employee orientation.

Article 15 – Insurance and Benefits

A.

1. For the duration of this agreement bargaining unit member insurance will be purchased on a composite rate basis.

2. Effective on October 1, 2023 the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of $1,575 per month per eligible employee.

   Effective on October 1, 2024 the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of $1,625 per month per eligible employee.

   Effective on October 1, 2025 the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of $1,675 per month per eligible employee.

3. Employees may opt out of insurance coverage if they qualify under the opt-out provisions of OEBB and provide proof of other insurance. Those choosing to opt out will be eligible for a monthly payment of $575 beginning October 1st. Employees entitled to less than full coverage will be paid at the commensurate rate, i.e. 75% or 50%.

4. Employees who select and enroll in an HSA may receive the premium difference between the actual cost of the plan and the insurance cap amount. This premium difference may only be applied to the employee's HSA account. Employees will not receive the premium difference if they do not have an HSA. The actual premium difference amount will differ depending upon the plan chosen by the employee.

5. Beginning October 1st, employees who are eligible for 100% benefits, shall also receive a mandatory group Long Term Disability benefit, which shall be paid by the employee and will not covered by the insurance cap.

B. In order to be eligible for any insurance benefits, employees must work a minimum of 760 annual paid hours. It is understood and agreed any employee eligible for insurance coverage under any plan offered by OEBB but who does not meet the requirement for eligibility under this contract will not be eligible to receive any District contribution. Furthermore, by enrolling in any of the plans they agree to a payroll deduction for the full premiums of selected plans including any administrative fees.

C. The benefit program(s) identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy (policies) retained by the policyholder.

D. The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Nor will the District be responsible for any costs associated with the insurance program(s) beyond the negotiated contribution. Such expenses shall be the sole obligation of the employee(s) incurring them.

E. Employees who work less than full-time receive a pro-rata amount based on the proportion their job is to a full-time job according to the following schedule:

1330-1920 total paid annual hours	=	100% of District contribution;
950-1329 total paid annual hours	=	75% of District contribution;
760-949 total paid annual hours	=	50% of District contribution.

For employees hired after the beginning of the year, their benefit entitlement will be calculated at the figure comparable to a full year's employment.

F. The District shall match each member's contribution up to $240 annually ($20.00 per month) to a Tax Shelter Annuity (TSA), a Health Savings Account (HSA) or Dependent Care Account (DCA).

G. It is mutually agreed that for the purpose of this article, the definition of insurance benefits shall exclude annuities other than mentioned in Article 15 (F), as well as casualty types of insurance, i.e., fire, auto, home, et cetera.

H. Subject to state law, the parties may mutually agree to change the insurance carrier or coverage during the term of this Agreement.

I. The District does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies). In the event of provider-initiated benefit or program changes during the life of this Agreement, the parties agree to bargain, upon demand, over changes in the benefit package.

J. **Insurance Addendum**

At the request of either party, the Douglas ESD and the Association agree to form a Joint Insurance Committee of no more than six (6) people, three (3) from each party, to study and make recommendations to the District and Association about advantages and disadvantages of insurance alternatives compared to the present coverage.

It is suggested that the HR Director initiate organization of the committee.

For the purpose of this article, DESDA and the District agree that a MOU may need to be developed to comply with state requirements.

K. Employees who provide notice of resignation to occur at the completion of their assignment or contract shall maintain existing insurance through August or September of that year, depending on the payroll cycle of the employee.

L. **Employee Assistance Program**

The District offers an employee benefits program (EAP) to all employees through OEBB. Review additional information at https://douglasesd.k12.or.us/employee-assistance-program/.

Article 16 – Compensation

The basic salaries for the contract year of employees covered by this Agreement are as follows:

A. **Licensed**

1. **Salary Schedule**

For 2023-2024: Increase the salary schedule by 4.00 %, effective July 1, 2023.

For 2024-2025: Increase the salary schedule by 3.50 %, effective July 1, 2024.

For 2025-2026: Increase the salary schedule by 3.00 %, effective July 1, 2025.

2. **Newly Hired Employees**

As determined by the District, a new employee may be awarded up to sixteen (16) years' credit for relevant verifiable experience working with the proper credentials. TSPC Licensed employees will be considered probationary employees for 3 contract years. At the conclusion of the probationary period, the employee will be placed on regular employment status or their employment will terminate. All other licensed employees will be considered for yearly contracts.

3. Employees who have earned 30 or more semester credits, or 45 or more quarter credits after receiving their Master's degree shall receive an annual stipend of $1,000.00. Official transcripts must be submitted prior to the stipend being issued. For those who are eligible, the annual stipend will be distributed evenly each month through the payroll process. New employees hired after the first pay period of the fiscal year and employees who earn their additional credits mid-year, will receive a prorated stipend through the payroll process in the same manner, after validation.

In order to be eligible for the stipend, additional credits must be earned in a field relative to the employee's position and approved by Human Resources.

4. **Step Increments**

a. Step increments shall be granted to all employees hired before March 1st except for those employees on a plan of assistance for improvement as of July 1; and

b. Step increments shall not automatically be granted during the hiatus period after the Agreement has expired.

5. **Payday**

Employees shall be paid on or before the 15th of the month. In June, the district will have two payrolls.

6. **Military Experience**

At the time of employment, up to five (5) years' teaching experience in the armed services of the United States may be allowed as credit on the District's salary schedule. A year of military service is defined as including not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.

7. **Payment**

Each licensed employee shall be paid on the basis of twelve (12) equal payments, the first of which shall be paid following the first month of duty or fraction thereof. Final salary due shall be paid on or before June 30 for those employed less than twelve (12) months.

B. **Classified**

The basic salaries for the contract year of employees covered by this Agreement are as follows:

1. **Salary Schedule**

For 2023-2024: Increase the salary schedule by 4.00 %, effective July 1, 2023.

For 2024-2025: Increase the salary schedule by 3.50 %, effective July 1, 2024.

For 2025-2026: Increase the salary schedule by 3.00 %, effective July 1, 2025.

2. **Newly-Hired Employees**

a. As determined by the District, newly hired employees may be awarded up to seven (7) years' credit for relevant verifiable experience outside of the District.

b. Newly hired employees shall serve a probationary period of seven (7) working months. In the event that an employee is not scheduled, as part of their regular work calendar during July and August, the District shall extend the employee's probationary period for an equal amount of time.

   In addition, any newly hired employee who is still in their seven (7) month probationary period, who is out on paid or unpaid leave during this time, the District shall extend the employee's probationary period for an equal amount of time.

c. Employees demonstrating satisfactory performance throughout their seven (7) month probationary period will be eligible for regular status.

d. By the end of the probationary period, employees employed in unique positions may be moved on the salary schedule to represent demonstrated skills and abilities. The association president will be contacted to review the consideration of the salary movement.

e. The Association recognizes that probationary employees serve at the discretion of the District. Therefore, the District maintains the unrestricted right to terminate probationary employees without reason or cause. Such probationary employees will have no right of appeal of such termination.

Probationary placements are not subject to the grievance procedure.

3. **Promoted / Reclassified Employees**

As determined by the District, promoted employees may be awarded up to 7 years' credit for relevant verifiable job experience and shall be given an immediate increase to at least the next higher rate in the new salary range.

4. **Step Placement for Lateral or Lower Level Positions**

In the event that a current employee applies and is selected for a position that is considered a lateral or a lower level move, they shall be placed on the new salary schedule on the exact step that they were currently in their previous position. The employee will receive the new salary associated with their new scale.

5. **Step Increments**

a. Step increments shall be granted to all employees hired before March 1st except for those employees on a plan of assistance for improvement as of July 1; and

b. Step increments shall not automatically be granted during the hiatus period after the Agreement has expired.

6. **Payday**

Employees shall be paid on or before the 15th of the month. In June, the district shall have two payrolls. All employees shall be paid in 12 monthly installments. The payments shall be paid on the hourly wage.

For classified employees who are hired after January 1st, they will be eligible for the current year only, to select from one of the following options:

1. Receiving equal paycheck through the month of June, or
2. Receiving equal paychecks through the month of August.

Please note, by selecting option one (1), any portion of the insurance benefit paid by the employee, will be prorated to cover any out of pocket costs for the following July and August.

7. **Military Experience**

Work experience in the armed services of the United States may be allowed as credit on the salary schedule provided it is relative to the work to be performed. A year of military service is defined to include not less than nine (9) months of any twelve (12) month period. The dates of induction and separation from active duty will determine the period of service.

8. **Salary Range Adjustments**

In computing the monthly salary for personnel working less than a full month, the amount shall be prorated based on the time worked.

9. **Overtime Policy**

Overtime pay shall be determined in accordance with the Fair Labor Standards Act. Employees must receive written approval from their supervisor before working any additional time.

C. **Pay Advances**

Employees may request an advance payment of a portion of their salary prior to the regularly scheduled payment date only on an extreme emergency basis. All requests for pay advances will be submitted to the Superintendent, or designee for approval and will follow board policy.

D. **District Required Travel – Mileage Reimbursement**

Refer to Board Policy DLC-AR. This procedure has been jointly developed by Douglas ESD and the Association.

E. **Payment of Other Incurred Expenses**

The Douglas Education Service District agrees to pay the full cost of tuition and other reasonable expenses in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested to take by the Douglas ESD Superintendent or designee.

F. **Spanish Stipend**

A yearly stipend of 5% per year shall be added to the wages of employees who are identified by District Administration and Human Resources to regularly incorporate verbal and written Spanish into the daily duties of their position. Employees identified for the Spanish stipend must pass the District's proficiency test prior to being eligible for the stipend.

Article 17 – Separability

In the event any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the District or the Association to perform to the terms of the Agreement, then upon request by either party the invalid words or sections of the Agreement shall be reopened for negotiation pursuant to State statutes.

Individual contracts between the District and the members of the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, during the duration of this Agreement, this Agreement shall be controlling.

Article 18 – Association Rights and Privileges

A. **Information**

Upon request, the Board agrees to furnish to the Association all information necessary for research in functioning as exclusive bargaining representative.

B. **Time for Meetings**

Douglas ESD shall grant employees who are designated representatives reasonable time to engage in negotiations, Investigatory meeting, hearings grievance proceedings, Association conferences or meetings during the public employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits.

Access to Employees

Douglas ESD shall provide the Association reasonable access to employees with the bargaining unit. For newly hired employees, the Association shall meet with them, which will generally occur during the new employee orientation. For the purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

C. **Use of District Facility**

With prior approval of the Superintendent, the Association shall have the right to use Douglas ESD facilities without charge for Association meetings at reasonable times after the workday, provided that such meetings do not interfere with normal Douglas ESD operations. Any rooms so used shall be left in clean condition. The Association shall pay for any supplies furnished by the Douglas ESD and for repair of any equipment breakdown beyond normal use.

Use of Douglas ESD Email

The Association shall have the right to use the electronic mail systems or other similar communication systems of Douglas ESD to communicate with the employees in the bargaining unit regarding bargaining, investigation of grievances or other disputes relating to employment relations, and other Association business.

D. **Board Meetings**

The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office seventy-two (72) hours prior to said meeting, except in a bona fide emergency. The Association shall have the opportunity to suggest items for the agenda. The Superintendent shall provide an agenda to the Association president prior to every Board meeting and a copy of the minutes following each meeting.

E. **Bulletin Boards**

The Association shall have reasonable use of bulletin boards for Association notices. Such notices shall be clearly marked as Association material.

F. **Exclusive Rights**

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization.

G. **Legal Compliance**

All Association use of Douglas ESD facilities and/or equipment under this Article shall be subject to applicable laws and policies, including HB 2016.

Article 19– Layoff and Recall (Licensed)

Layoff and recall will be accomplished as stated and according to any applicable statutes.

A. **Layoff**

In the event the Board, in its discretion determines that a layoff is necessary, it will notify the Association and the teachers to be affected as soon as practicable. The Board will then layoff teachers utilizing the following criteria, which are not listed in any rank order: 1. Licensure, 2. Seniority, 3. Competency and Merit, 4. Compliance with OR 342.934 that requires the district to consider cultural and linguistic expertise.

In any program where staff reduction becomes necessary, the District shall make every reasonable effort to transfer those employees affected to another position within the District for which they are licensed and qualified.

Combine teaching positions in a manner which allows teachers to remain qualified as long as the combined positions meet the needs of the District and the competence of the teacher.

B. **Insurance during layoff**

Insurance benefits will be paid through the month following the effective date of the layoff for employees who are laid off because of a reduction in force. Such employees may thereafter arrange to pay premiums and retain insurance coverage to the extent insurance policies allow and in accordance with COBRA. The effective date of layoff shall be the last day worked.

C. **Recall**

1. The District will recall personnel in the inverse order of their release, but with consideration being given to the same criteria as set forth in the foregoing reduction provision (Section A). In the absence of any of the above considerations, the inverse order of release shall be followed. Upon recall, an employee shall be placed at the same position on the salary schedule which they acquired at the time they left.

2. Except as otherwise provided in ORS 342.934, laid-off licensed employees shall retain the right to be recalled for a period of twenty-seven (27) months from the effective date on which the layoff occurred, provided they follow the requirements of this recall procedure.

3. At the time of layoff, the employee shall indicate in writing of their desire to be recalled by the District. The written notice shall include an address to which a notice of recall shall be mailed.

4. If a vacancy occurs for which the laid-off employee is qualified, the District will notify the employee by certified mail, return receipt requested. The District will specify in the notice the date the employee will return to work. When more than one (1) laid-off employee is equally qualified and competent for a vacant position, the notice of recall shall go first to the most senior laid-off employee.

5. The employee shall, within sixteen (16) calendar days of the date on which the notice was received, notify the District in writing of their intent to return to work.

6. Failure of the employee to respond within the specified sixteen (16) day period shall result in forfeiture of the employee’s right to recall and shall be considered a voluntary resignation.

D. Crossing County Lines for Layoff and Recall

Employees that are laid off/recalled in one county may be offered positions in other counties but due to the physical distance, may want to decline those positions;

1. Employees will be made aware, through all staff email or mail of all job openings in both counties.

2. Employees who would like to cross county lines, will be allowed to assume a position that the employee is qualified for.

3. Employees subject to layoff will not be required to take positions in a different county.

4. There will be no impact on the employee's status should they deny offers that cross the county lines.

Article 20 – Layoff and Recall (Classified Employees)

If it is determined that a layoff is necessary, the District will give at least two weeks' notice to affected employees and to the Association. Employees will be laid off in the inverse order of their District seniority within each classification group, but with consideration given to District program requirements where no other current employee is qualified by skill and training to fill the position. The District shall make every effort to transfer those employees affected to another position within the District for which they are qualified.

A. **Definitions**

1. "District seniority" shall mean a classified employee's total length of continuous service from the first date of actual service. Substitute or temporary assignments shall not be considered when computing length of service.

2. "Job title" means a specific job identified by a title and job description.

3. "Classification group" means a listing of job title(s) that are functionally related to one another in such a way that duties, responsibilities, and qualifications within the classification group permit incumbents to transfer skills and experiences from one job within the classification group to another. The listing of jobs within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. Example: In the Clerical/Secretarial classification group, the Administrative Assistant, Program Assistant, and Clerical Assistant job titles are in rank of difficulty respectively. Thus, the skills and experiences involved in performing higher ranked job functions, in general, are presumed to be transferable to jobs ranked below them. Incumbents of lower ranked jobs are not presumed to have the skills and/or experiences necessary to perform higher ranked jobs within the classification group. (Note: A classification group may consist of a single job classification.)

4. "Recent" shall mean within the last five years.

5. "Least Senior Employee" shall mean an employee with the least district seniority in a classification group.

B. **Notice of Layoff**

1. If the District determines the need for reduction in its classified work force, at least two weeks' notice shall be given to affected employees and to the Association.

2. The District reserves the right to determine positions to be eliminated. District program requirements, skill, training and district seniority will be considered in the event of a layoff.

3. If the District determines that two or more employees in the affected job title are equal in job performance and/or skill levels to be utilized in the remaining position, an employee's unbroken district seniority shall apply. No regular employees shall be laid off within a job title until all probationary employees and temporary employees in such job title have been terminated.

4. When the layoff is in a job classification with more than one equally ranked job title, the least senior employee holding one of those job titles will be given the notice of layoff and the remaining employees in those job titles will be reassigned to cover the remaining jobs.

C. **Insurance**

Insurance during layoff will be paid through the month following the effective date of the layoff (last day worked). Employees may arrange to retain insurance coverage in accordance with policy requirements and COBRA.

D. **"Bumping" Rights**

1. An employee who is given the initial notice of layoff can either accept the layoff or can use their district seniority to exercise bumping rights. A request to bump must be made within five working days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a job title in the next lower rank within the same classification group, as long as the bumping employee has greater district seniority than that other employee. If there is no less senior employee in the next job title, then they may bump to the least senior employee in the next lower job title within the same classification in descending order within the classification group. If there is no least senior employee within the classification group, the laid off employee whose position has been eliminated may use their district seniority in a recently held classification to bump a least senior employee in that classification. The employee who is bumping into a recently held classification must be qualified and able to perform the currently assigned duties of the employee being bumped.

2. An employee who is displaced by being bumped under the preceding paragraph may also use their district seniority in the same manner to bump into the next lower job title within the same classification group. If there is no less senior employee in the next job title, then they may bump to the least senior employee in the next lower job title within the same classification in descending order within the classification group. If there is no least senior employee within the classification group, the laid off employee whose position has been eliminated may use their district seniority in a recently held classification to bump a least senior employee in that classification. The employee who is bumping into a recently held classification must be qualified and able to perform to the currently assigned duties of the employee being bumped.

3. Employees who are to be laid off may not bump employees with less seniority in higher ranking job titles within the classification group.

4. In order to bump, the employee must have the ability, capacity, and skill to perform the job and must demonstrate ability to perform all job functions as required by the job description within ten (10) working days from the date they assume the job duties. If, after a trial period of ten (10) working days, the employee cannot perform the duties of the lower ranked job in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If they are laid off, the District will fill the job either by recall of an employee who was laid off from a higher ranked job within the classification group or by recalling the employee who was bumped out of that job.

5. The employee who bumps into a lower ranked job title shall be placed on the experience step for that job equivalent to:

   a. the years of service the employee has completed in the job title from which they were bumped, or

   b. the years of service the employee has actually completed in the lower ranked title to which they bumped, whichever is higher, provided that the rate paid cannot exceed the top of the salary range for the lower ranked job or that rate of pay the employee received on the job from which they bumped.

E. **Reduction in Hours**

If the District determines the need for a reduction in the number of hours within a job title, District seniority of the employees in the same job title within the program will be used to determine which employee receives the reduction in hours. An employee reduced in annual work hours by at least 25%

cumulatively will be considered as laid off from their previous position and shall have the right to exercise bumping rights to preserve a position at the level of hours they previously worked.

F. **Recall**

1. Laid-off employees will be recalled in the inverse order of their release to an open position in a job classification where they have recent experience and for which they are qualified.

2. Laid-off employees shall retain the right to be recalled for a period of eighteen (18) months from the effective day on which the layoff occurred, provided they follow the requirements of the recall procedure.

3. At the time of layoff, the employee shall notify the District in writing of their desire to be recalled by the District. The written notice shall include an address to which a notice of recall shall be mailed.
4. If a vacancy occurs for which the laid-off employee is qualified, the District will notify the employee by certified mail, return receipt requested. The laid-off employee has sixteen (16) calendar days from the receipt of the certified letter to accept or reject the position. If the employee fails to respond within the specified sixteen (16) day period it will be considered a voluntary resignation.
5. If a laid-off employee is offered a position that provides ten (10) percent or greater reduction in hourly rate or a reduction in group medical benefits than they were receiving at the time of layoff, they will not forfeit their right to a recall by refusing the position.
6. At the time of recall an employee shall be placed at the same experience step on the salary schedule as they were at the time of layoff if the employee is returned to the same position. If returned to a different job title, the employee will receive a salary appropriate to that job.
7. When more than one (1) laid-off employee is equally qualified for a vacant position, the notice of recall shall go first to the laid-off employee with the most district seniority.

G. Crossing County Lines for Layoff and Recall

Employees that are laid off/recalled in one county may be offered positions in other counties but due to the physical distance, may want to decline those positions;

1. Employees will be made aware, through all staff email or mail of all job openings in both counties.
2. Employees who would like to cross county lines, will be allowed to assume a position that the employee is qualified for.
3. Employees subject to layoff will not be required to take positions in a different county.
4. There will be no impact on the employee’s status should they deny offers that cross the county lines.

Classification Groups	Job Titles
Business Services	Fiscal Analyst Account Support Specialist
Clerical / Secretarial / Admin Support	Office Coordinator Administrative Specialist Administrative Assistant Program Assistant
Instructional Assistants	*Skills Training Special Specialist (Behavior & Education) **Speech Assistant (I.A.) – In Transition ***LPN (IA) Instructional Assistant
Network Services	Network Analyst Computer Technician II Computer Technician I
Speech Language Pathology Assistants	Speech Language Pathology Assistant *SPLA (I.A.) – In Transition

*Skills Trainer, are eligible to exercise bumping rights into I.A. positions, but I.A. position cannot bump a Skills Trainer.

**SLPA (I.A.) – in transition, are eligible to exercise bumping rights into I.A. positions, but I.A. position cannot bump a SLPA (I.A.) – in transition.

***LPN (I.A) – are eligible to exercise bumping rights into I.A. positions, but I.A. position cannot bump a SLPA (I.A) – in transition.

Article 21 – Labor Management Team

A. **Membership**

The parties agree to the establishment of the Labor Management Team. The team will be comprised of up to three (3) members representing the Association and up to three (3) representatives from the District, one of which will be the Superintendent.

B. **Meeting Time**

The team shall meet at least once each month if there are agenda items, and upon agreement may meet at any other time. Committee members will submit items for the agenda at least three (3) days prior to the scheduled date of the meeting to the Superintendent.

C. **Purpose**

The team is a vehicle for communication and will have as its purpose the promotion of harmonious labor/management relations.

Article 22 – Retirement Incentive Plan

The Retirement Supplement Plan for employees meeting the eligibility requirements below and who retire on or after January 1, 2006 shall be as follows:

1. **Eligibility**
   a. Individuals who have 10 or more consecutive years of service to the District as of 12-31-05.
   b. Employees between the ages of 58 and 65 may request early retirement benefits if the request for early retirement is submitted to the administration office with 90 days' notice.

2. **Provisions**
   a. All benefits provided in this section are subject to the provisions outlined in Sections 3, 4, and 5, below.
   b. Retirees will be eligible to participate in the same insurance program offered to regular bargaining unit employees at the tiered rate (individual/alone, individual/spouse, family).
   c. The district's contribution toward retiree's health insurance (major medical only) premiums will be $300 per month effective January 1, 2006.
   d. The amount contributed by the district toward retiree's insurance will be increased by the same percentage as the district contribution toward regular bargaining unit employee's insurance premiums up to a maximum of 5% each insurance anniversary date.

3. **Conditions**
   a. Written requests for early retirement must be made to the administration office 90 days prior to retirement.
   b. A birth certificate or comparable verification of birthdate for employee and spouse must be submitted with early retirement request.
   c. Following the first month of benefits, a completed voucher furnished by the district, must be submitted each month by mail or in person in order to receive benefits for the following month. The district will have no obligation to make up missed payments which are a result of retiree's failing to return the monthly voucher. (Arrangements may be made in advance for special circumstances which might prevent retiree from returning the monthly voucher.) In the event the amount paid by the District toward the purchase of retiree's health insurance is less than the actual cost of that insurance, then each affected retiree shall remit the difference to the district with the monthly voucher.

      The district does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies) or the OSBA Insurance Trust.
   d. By insurance regulations, early retirees must have been enrolled under the group's health insurance coverage plan since the effective date of the group, or for at least five years, whichever is the shorter period of time.
   e. The district will not be obligated and shall not pay for any medical expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the retiree/spouse incurring them.

4. **Termination of Benefits**

a. Insurance benefits will terminate permanently at the end of the month of occurrence as a result of any one of the following:

for retiree:

(1) retiree reaches age 65

(2) retiree resumes participation in the Public Employees Retirement System through other employment

(3) retiree becomes eligible for employer-paid health insurance

(4) death of the retiree

for spouse:

(1) retiree or spouse reaches age 65

(2) death of a retiree

(3) retiree resumes participation in the Public Employees Retirement System through other employment

(4) retiree becomes eligible for employer-paid health insurance

5. **Penalties**

a. Failure to reasonably attempt to submit the required monthly voucher for 90 consecutive days shall result in permanent termination of benefits.

b. Falsification of initial application or monthly voucher information may result in permanent disqualification, recovery of expenditures, penalty assessments, prosecution, and other remedies allowed by law at the sole discretion of the school district.

No employee hired after April 18, 2002 will be eligible for any district early retirement incentive plan/program. D. For the duration of this supplemental retirement program, the parties agree that neither party shall make any further proposal regarding a supplemental retirement program (other than PERS/OPSRP), in any collective bargaining negotiations between the parties. The parties further agree that the Association and the District explicitly waive any right to conduct negotiations on the issue of supplemental retirement benefits for the term of this program.

Article 23 – Duration of Contract Date

Effective Date

This Agreement shall be effective July 1, 2023 unless otherwise indicated and shall continue in effect until June 30, 2026.

If the District experiences a financial crisis during the term of this Agreement, the parties agree to meet to discuss ways to deal with the crisis. Should the parties agree that modification of this Agreement is necessary to respond to any such crisis, this Agreement may be modified by mutual agreement. However, disagreements, if any, will not be the basis for impasse resolution and any agreement will only be modified by mutual agreement of the parties.

Signatures

FOR THE ASSOCIATION

DocuSigned by:
Tim Smith
AD447276DBAC4A7... Date 6/21/2023

Tim Smith, DESDA President

DocuSigned by:
Bob Sconce
3EE31AFCA5C540A... Date 6/20/2023

Bob Sconce, OEA Representative

FOR THE DISTRICT

DocuSigned by:
Harry McDermont
E1B83E78E3E9460... Date 6/21/2023

Harry McDermott, Board Chairperson

DocuSigned by:
Analicia Nicholson
3059CAF0280A4A0... Date 6/21/2023

Analicia Nicholson, Superintendent

2023-2024 SALARY SCHEDULES

4% Increase above 2022-23 Salary Schedule

*ANNUAL SALARY FOR LICENSED/PROFESSIONAL EMPLOYEES			
Step	BA	MA	** POPS
1	$46,556	$47,716	$51,815
2	$49,813	$51,058	$52,849
3	$51,307	$52,590	$53,905
4	$54,900	$56,269	$57,678
5	$56,547	$57,959	$58,829
6	$58,242	$59,697	$60,007
7	$59,989	$61,488	$61,790
8	$61,788	$63,333	$63,741
9	$63,641	$65,233	$65,532
10	$65,552	$67,190	$67,491
11	$67,517	$69,206	$69,507
12	$69,540	$71,282	$71,582
13	$71,629	$73,420	$73,722
14	$73,781	$75,624	$75,923
15	$75,992	$77,892	$78,191
16	$78,271	$80,229	$80,529
***17-20	$78,271	$80,229	$80,529
***21-25	$79,837	$81,833	$82,633
***26-30	$81,432	$83,470	$85,426
***31+	$83,062	$85,139	$87,135

*Annual Salary is based on 190-day contract

**POPS Column contains the following hard-to-fill positions: OT's, PT's, School Psychologists and SLPs

*LICENSED/PROFESSIONAL DAILY RATE OF PAY			
Step	BA	MA	** POPS
1	$245.03	$251.14	$272.71
2	$262.17	$268.73	$278.15
3	$270.04	$276.79	$283.71
4	$288.95	$296.15	$303.57
5	$297.62	$305.05	$309.63
6	$306.54	$314.19	$315.83
7	$315.73	$323.62	$325.21
8	$325.20	$333.33	$335.48
9	$334.95	$343.33	$344.91
10	$345.01	$353.63	$355.22
11	$355.35	$364.24	$365.83
12	$366.00	$375.17	$376.75
13	$376.99	$386.42	$388.01
14	$388.32	$398.02	$399.59
15	$399.96	$409.96	$411.53
16	$411.95	$422.26	$423.84
***17-20	$411.95	$422.26	$423.84
***21-25	$420.19	$430.70	$434.91
***26-30	$428.59	$439.32	$449.61
***31+	$437.17	$448.10	$458.61

Daily Rate of Pay is calculated based on Annual Salary divided by 190 days

For placement for a new hire, years of experience are capped at Step 16 for Licensed and Step 7 for Classified.

***Longevity steps are granted in five (5) year increments

HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES					
STEP	B	C	D	E	F
1	$15.39	$19.59	$23.99	$27.64	$30.63
2	$15.83	$20.19	$24.73	$28.49	$31.56
3	$16.33	$20.79	$25.47	$29.34	$32.51
4	$17.47	$22.25	$27.25	$31.39	$34.78
5	$17.94	$22.90	$28.08	$32.33	$35.83
6	$18.54	$23.58	$28.91	$33.30	$36.90
7	$19.83	$25.25	$30.92	$35.63	$39.48
***8-11	$19.83	$25.25	$30.92	$35.63	$39.48
***12-16	$20.22	$25.77	$31.51	$36.34	$40.26
***17-21	$20.63	$26.30	$32.20	$37.08	$41.08
***22-26	$21.03	$26.83	$32.84	$37.81	$41.90
***27-31	$21.44	$27.35	$33.50	$38.57	$42.74
***32+	$21.88	$27.89	$34.14	$39.33	$43.59

2024-2025 SALARY SCHEDULES

3.5% Increase above 2023-24 Salary Schedule

*ANNUAL SALARY FOR LICENSED/PROFESSIONAL EMPLOYEES			
Step	BA	MA	** POPS
1	$48,185	$49,386	$53,629
2	$51,556	$52,845	$54,699
3	$53,103	$54,431	$55,792
4	$56,822	$58,238	$59,697
5	$58,526	$59,988	$60,888
6	$60,280	$61,786	$62,107
7	$62,089	$63,640	$63,953
8	$63,951	$65,550	$65,972
9	$65,868	$67,516	$67,826
10	$67,846	$69,542	$69,853
11	$69,880	$71,628	$71,940
12	$71,974	$73,777	$74,087
13	$74,136	$75,990	$76,302
14	$76,363	$78,271	$78,580
15	$78,652	$80,618	$80,928
16	$81,010	$83,037	$83,348
***17-20	$81,010	$83,037	$83,348
***21-25	$82,631	$84,697	$85,525
***26-30	$84,282	$86,391	$88,416
***31+	$85,969	$88,119	$90,185

*Annual Salary is based on 190-day contract

**POPS Column contains the following hard-to-fill positions: OT's, PT's, School Psychologists and SLPs

*LICENSED/PROFESSIONAL DAILY RATE OF PAY			
Step	BA	MA	** POPS
1	$253.61	$259.93	$282.26
2	$271.35	$278.13	$287.89
3	$279.49	$286.48	$293.64
4	$299.06	$306.52	$314.19
5	$308.03	$315.73	$320.46
6	$317.26	$325.19	$326.88
7	$326.78	$334.95	$336.59
8	$336.58	$345.00	$347.22
9	$346.67	$355.35	$356.98
10	$357.08	$366.01	$367.65
11	$367.79	$376.99	$378.63
12	$378.81	$388.30	$389.93
13	$390.19	$399.95	$401.59
14	$401.91	$411.95	$413.58
15	$413.96	$424.31	$425.94
16	$426.37	$437.04	$438.67
***17-20	$426.37	$437.04	$438.67
***21-25	$434.90	$445.77	$450.13
***26-30	$443.59	$454.69	$465.35
***31+	$452.47	$463.78	$474.66

Daily Rate of Pay is calculated based on Annual Salary divided by 190 days

For placement for a new hire, years of experience are capped at Step 16 for Licensed and Step 7 for Classified.

***Longevity steps are granted in five (5) year increments

HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES					
STEP	B	C	D	E	F
1	$15.93	$20.28	$24.83	$28.61	$31.70
2	$16.38	$20.90	$25.60	$29.49	$32.66
3	$16.90	$21.52	$26.36	$30.37	$33.65
4	$18.08	$23.03	$28.20	$32.49	$36.00
5	$18.57	$23.70	$29.06	$33.46	$37.08
6	$19.19	$24.41	$29.92	$34.47	$38.19
7	$20.52	$26.13	$32.00	$36.88	$40.86
***8-11	$20.52	$26.13	$32.00	$36.88	$40.86
***12-16	$20.93	$26.67	$32.61	$37.61	$41.67
***17-21	$21.35	$27.22	$33.33	$38.38	$42.52
***22-26	$21.77	$27.77	$33.99	$39.13	$43.37
***27-31	$22.19	$28.31	$34.67	$39.92	$44.24
***32+	$22.65	$28.87	$35.33	$40.71	$45.12

2025-2026 SALARY SCHEDULES

3% Increase above 2024-25 Salary Schedule

*ANNUAL SALARY FOR LICENSED/PROFESSIONAL EMPLOYEES			
Step	BA	MA	** POPS
1	$49,631	$50,868	$55,238
2	$53,103	$54,430	$56,340
3	$54,696	$56,064	$57,466
4	$58,527	$59,985	$61,488
5	$60,282	$61,788	$62,715
6	$62,088	$63,640	$63,970
7	$63,952	$65,549	$65,872
8	$65,870	$67,517	$67,951
9	$67,844	$69,541	$69,861
10	$69,881	$71,628	$71,949
11	$71,976	$73,777	$74,098
12	$74,133	$75,990	$76,310
13	$76,360	$78,270	$78,591
14	$78,654	$80,619	$80,937
15	$81,012	$83,037	$83,356
16	$83,440	$85,528	$85,848
***17-20	$83,440	$85,528	$85,848
***21-25	$85,110	$87,238	$88,091
***26-30	$86,810	$88,983	$91,068
***31+	$88,548	$90,763	$90,185

*Annual Salary is based on 190-day contract

**POPS Column contains the following hard-to-fill positions: OT's, PT's, School Psychologists and SLPs

*LICENSED/PROFESSIONAL DAILY RATE OF PAY			
Step	BA	MA	** POPS
1	$261.22	$267.73	$290.73
2	$279.49	$286.47	$296.53
3	$287.87	$295.07	$302.45
4	$308.04	$315.71	$323.62
5	$317.27	$325.20	$330.08
6	$326.78	$334.95	$336.68
7	$336.59	$344.99	$346.69
8	$346.68	$355.35	$357.64
9	$357.07	$366.01	$367.69
10	$367.79	$376.99	$378.68
11	$378.82	$388.30	$389.99
12	$390.17	$399.95	$401.63
13	$401.89	$411.95	$413.64
14	$413.97	$424.31	$425.98
15	$426.38	$437.04	$438.72
16	$439.16	$450.15	$451.83
***17-20	$439.16	$450.15	$451.83
***21-25	$447.95	$459.15	$463.64
***26-30	$456.89	$468.33	$479.31
***31+	$466.04	$477.70	$474.66

Daily Rate of Pay is calculated based on Annual Salary divided by 190 days

For placement for a new hire, years of experience are capped at Step 16 for Licensed and Step 7 for Classified.

***Longevity steps are granted in five (5) year increments

HOURLY SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES					
STEP	B	C	D	E	F
1	$16.41	$20.89	$25.57	$29.47	$32.65
2	$16.87	$21.53	$26.37	$30.37	$33.64
3	$17.41	$22.17	$27.15	$31.28	$34.66
4	$18.62	$23.72	$29.05	$33.46	$37.08
5	$19.13	$24.41	$29.93	$34.46	$38.19
6	$19.77	$25.14	$30.82	$35.50	$39.34
7	$21.14	$26.91	$32.96	$37.99	$42.09
***8-11	$21.14	$26.91	$32.96	$37.99	$42.09
***12-16	$20.93	$26.67	$32.61	$37.61	$41.67
***17-21	$21.56	$27.47	$33.59	$38.74	$42.92
***22-26	$22.42	$28.60	$35.01	$40.30	$44.67
***27-31	$22.86	$29.16	$35.71	$41.12	$45.57
***32+	$23.33	$29.74	$36.39	$41.93	$46.47

Classified Positions

Any changes to positions (additions/deletions/placements) will be discussed jointly between Douglas ESD HR/DESDA.

Job Title	Group B	Group C	Group D	Group E	Group F
Accounting Assistant I					
Custodial / Maintenance					
Instructional Assistant					
Program Assistant					
Safe Routes to School Assistant					
Speech Assistant (I.A.) – in transition					
Van Driver					
Accounting Assistant II					
Administrative Assistant					
Print Shop Technician					
Print and Creative Services Assistant					
Provider Consultant/Administrative Assistant					
Accessible Technology & Learning Specialist					
Account Support Specialist					
Administrative Specialist					
Communications Specialist					
Computer Technician I					
Data Collection Specialist					
Early Learning Support Specialist					
Electronic Information & Design Specialist					
Event Planner					
Family Resource Specialist					
Head Custodian					
HR Specialist					
Interpreter Multi Cultural Specialist					
LPN (I.A.)					
Quality Improvement Specialist					
School to Career Specialist					
Skills Training Specialist - Behavior					
Skills Training Specialist for Education					
Skills Trainer *in Transition*					
SLP Assistant					
Special Programs Registrar					
Steam Education Specialist					
Systems Integration Specialist					
Technology Software Specialist – Special Ed					
Transition Network/PreETS Support Specialist					
Transition Specialist					
Youth Development Mentor					
Youth Transition Program Specialist					

Job Title	Group B	Group C	Group D	Group E	Group F
Career Connected Learning Facilitator					
CCR&R Facilitator					
Computer Technician II					
Early Learning Facilitator					
Fiscal Analyst					
Lead Youth Development Re-Engagement Mentor					
Marketing and Communications Analyst					
Preschool Promise Facilitator					
Regional Home Visiting Facilitator/Coordinator					
Safe Routes for Schools Facilitator					
Transition Service Network Facilitator					
Network Analyst					

Appendix B

Grandfathered
Classified Positions

Grandfathered if hired prior to 6/30/2011 – remove when no employee remains in position

Job Title	Group B	Group C	Group D
Maintenance / Safety Officer		X	
Office Coordinator			X