

Douglas ESD
and
DESDA / OSEA
2014-2017
Agreement

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Preamble

Contract Between

DOUGLAS EDUCATION SERVICE DISTRICT ASSOCIATION/

OREGON SCHOOL EMPLOYEES ASSOCIATION

and

DOUGLAS EDUCATION SERVICE DISTRICT

Douglas County, Oregon

THIS AGREEMENT IS ENTERED INTO THIS 19th DAY OF June, 2014 AND BETWEEN THE DOUGLAS EDUCATION SERVICE DISTRICT ASSOCIATION/OREGON SCHOOL EMPLOYEES 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.

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/OSEA (Douglas Education Service District Association, Oregon School Employees Association), herein after referred to as “DESDA/OSEA” or “Association” 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. Substitutes and temporaries are excluded from the bargaining unit.
- 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
 - Independent Contractor and their Employees
 - DESD PERS Retired - Rehired 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
 - DESD PERS retired employees who are not accorded permanent status
 - 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
 - Interns
- 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.
- Compensation for employees on temporary status: The 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 ESD will determine the compensation. If the position becomes permanent at any time, it will become part of the bargaining unit and the ESD will work with the association to determine where it will be placed on the salary schedule. DESD PERS retired employees shall be paid based upon the step they were accorded at the date of their retirement as long as they continue working in a like position.
- 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 who meet the federal and state definitions of an independent contractor. 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 June 30 of

each year.

- G. DESD Employees Retired from PERS - An employee's change in PERS status shall not, in and of itself, constitute a break in service, however employees retiring from PERS must follow the annual service guidelines permitted by the PERS system. These individuals aren't entitled to permanent employment status. However, by mutual agreement, the employee agreement may be renewed.
- H. 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 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 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 February 1, 2017 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 ESD office is open.
8. **“Persons officially involved”**: The Superintendent, or his/her representatives and/or consultants, the grievant, his/her 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 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 - Informal Step

An employee with a grievance shall first discuss it with his/her immediate supervisor with or without a representative of the Association being present and state at such meeting it is a Level 1 Grievance. The objective is to resolve the matter informally. A maximum of twenty (20) days between the occurrence,

knowledge of the grievable incident or by reasonable diligence should have known about the grievable incident and initiation of Step 1 is allowed, subject to the provisions of ORS 342.895(5). The supervisor shall submit a written response to the grievant within ten (10) days.

2. Level 2 - Immediate Supervisor

If the grievant is not satisfied with the supervisor's decision at the informal level, the grievant may file a written grievance and present it to his/her immediate supervisor within ten (10) days of receipt of the supervisor's Level 1 written response. 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 Association Grievance Committee's signature.

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

3. Level 3 - Superintendent

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may submit the grievance to the Superintendent within ten (10) days from receipt of the Level 2 written response.

Within ten (10) days of the receipt of the grievance, the Superintendent or his/her 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 his/her choice. The Superintendent shall investigate and discuss with others involved.

The Superintendent or his/her designee shall deliver a written decision within ten (10) days of the meeting. If the grievant is dissatisfied with the Superintendent's or his/her designee's written decision, the grievant shall have five (5) days from receipt of the written decision in which to appeal the decision in writing to Level 4. One (1) copy of the grievance shall be returned to the grievant and one (1) copy shall be retained by the Superintendent.

4. Level 4 - The Board

If the grievant is dissatisfied with the outcome at Level 3, the grievant or grievant's representative and the chairman of the Board (or his/her designated representatives) shall within ten (10) days of receipt of the grievant's Level 3 written appeal schedule a Level 4 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 at Level 4, 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.

5. Level 5 - Arbitration

If the grievance is not resolved at Level 4, 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 within 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 his/her 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 his/her 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 be 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 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 3. 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. **Nonsponsorship**

In the event that the Association chooses not to sponsor a grievance, the grievant has the option to present a grievance on his/her own behalf.

10. **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.

11. **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 Three (3).

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 his/her contract non-renewed or be dismissed without Due Process and Just Cause. The District retains the right to dismiss probationary classified employees for any reason deemed sufficient by the District. The probationary period shall be defined as a six (6) 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 his/her request.
4. Any classified employee who has been dismissed 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 ESD's decision is not a grievable matter. Any appeal of a contract teacher termination shall be to Fair Dismissal Appeals Board and the ESD's decision to terminate the contract teacher is not grievable.

B. **Required Meetings or Hearings**

Whenever any employee is required to appear before his/her 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 his/her office, position of employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice (at least twenty-four [24] hours) 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 him/her and represent him/her 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 suspension 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.

Article 6 – Employee Work Year

- A. The work year for all 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 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 his/her time.
- C. The base contract year of licensed employees shall not exceed 190 days. When the ESD or a component District experiences a financial exigency which necessitates a reduction in licensed employee contract days, the ESD has the right to unilaterally reduce the number of contract days and associated salary for licensed teachers by up to 15 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 will be paid at the per diem rate (contract salary/number of contract days).
- 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.
- F. The calendar of holidays and vacation days for DESD employees shall be as follows:
 - 1. ESD licensed employees shall receive four (4) paid holidays: Veteran's Day, Thanksgiving, Friday after Thanksgiving, and Memorial Day.
 - 2. All 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 employees to receive the July 4th holiday pay, the employee must work a minimum of (8) eight days during the month of July.
 - 3. DESD classified employees working as instructional assistants, scheduled to work less than 240 days, shall receive 3 vacation days to be scheduled over Christmas or spring breaks.
 - 4. DESD classified employees (other than instructional assistants), scheduled to work less than 240 days, shall receive 3 vacation days that may be taken during days scheduled to work.
 - 5. DESD classified employees scheduled to work 240 days, shall receive 5 vacation days that may be taken during days scheduled to work.
 - 6. Vacation days will not accumulate from year to year.

G. Vacation Leave

For the purpose of this article, if DESD increases the agency and/or an employee's work calendar to more than 240 days, DESD and DESDA will jointly discuss during Labor Management meeting the impact on the work conditions.

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 a rate to be determined during the fiscal year employed.

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 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 his/her caseload is unmanageable or adversely impacts the quality of service to students, he/she 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**

Job vacancies for ESD positions covered by this agreement shall be made known to all Association members by emailing the posting to all staff 3 days prior to posting for the general public. HR in conjunction with the department supervisor will determine whether the internal pool is sufficient, which will determine whether or not the position will be posted externally. During the summer break period, postings shall continue to be emailed to all staff.

B. **Requests for Transfer**

Requests by an employee for transfer to a different class, building or position 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, he/she will have the opportunity to make known to the appropriate administrators his/her 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 he/she 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. When an involuntary transfer is necessary, as determined by the district, an employee's length of service in the District, along with competence and merit will be a consideration.
5. Employees being involuntarily transferred will be informed of appropriate vacancies known at the time the transfer is being made. Employees will be able to indicate their preference of assignment.
6. When it becomes necessary for an employee to transfer because of changes in enrollment or program, the employee will be given serious consideration of transferring to an appropriate vacancy. The supervisor and Superintendent will give the transfer of the employee priority in filling appropriate vacancies, as determined by the Superintendent.
7. An employee involuntarily transferred from his/her 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. Licensed/ODE Authorized Staff Evaluation

1. The District will follow the guidelines, procedures and requirements set forth under OAR 581-022-1723, Senate Bill 290, State of Oregon and the DESD Educator Support and Evaluation Guide (established collaboratively between DESD 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, he/she will be given prior notification and allowed to have Association representation of his/her 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 ORS 342.850, with a committee of licensed employees appointed by the local bargaining unit.

B. Classified Evaluation

1. Evaluations of all classified employees shall be conducted as provided DESD at a minimum of 1 time per school year. Any employee who does not receive a regular scheduled evaluation shall be deemed to meet or exceed the performance standard for their position.
2. All written evaluations must be signed by the employee and the employee's immediate supervisor and/or administrator in charge.
3. 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.
4. 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. Payroll matters involving forms
 - (1) Taxes
 - (2) Public Employees Retirement System
 - (3) Insurance
 - (4) Deductions authorized by the employee
 - (5) Requests for leave;
- i. Copies of commendations, complaints and suggestions relative to job performance;
- j. Identification of equipment or supply items in custody of the employee;
- k. Performance evaluation reports and replies thereto;
- l. Program of assistance for improvement, if applicable;
- m. Letter of resignation and termination documents;
- n. File contents must be consistent with provisions of Oregon Revised Statute 342.895 relating to dismissal, when applicable;
- o. Any replies, comments and explanations the employee wishes to append to such data and reports over his/her signature.

2. Access to Personnel Files

Personnel files are District property. They are confidential in nature. It shall be the duty of the Superintendent 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 his/her 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 his/her 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 DESD 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 his/her personnel file.

For licensed employees, DESD will follow ORS 342.850 (7), which reads as follows: All charges resulting in disciplinary action shall be considered a permanent part of the teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document included under this subsection.

Article 10 – Sick Leave

A. Employee Illnesses

1. Accrual of Sick Leave

Pursuant to ORS 332.507, sick leave days for new employees shall be accrued at the rate of one (1) day per month for the first three (3) months employed, after which, the total applicable sick leave balance shall be immediately credited and available for employee use. 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, he/she 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. Notwithstanding the above, an employee may request and use earned vacation and/or leave for immediate family medical illness in accordance with ORS 659A.150 - .186. Such leave shall be used only to provide assistance to immediate family members as defined in ORS 659A.150 (4) when they are ill or injured, and shall not be used for non-medical-related child care purposes.

An employee will be required to use any accrued paid leaves concurrently with OFLA/FLMA leaves.

Willful misuse of this provision shall be cause for discipline.

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 his/her duties, and such employee has unused accumulated sick leave days at the end of the prior fiscal year, he/she will be allowed to use such previously accumulated sick leave days while he/she remains ill and unable to work. Such employee shall not be credited with any additional sick leave days until he/she returns to his/her 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.

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.

Article 11 – Paid Leaves of Absence

A. **Types of Leave**

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

1. **Personal**

The District will grant three (3) days of paid personal leave per year for the conduct of personal business which cannot reasonably be handled at another time or for family illness or medical and dental examinations for the employee or for family members as defined in section 3.b. Personal leave is not cumulative and will be applied on a pro-rata basis. It 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. Personal leave is not to be used for recreational, avocational or social purposes, nor to extend a holiday or vacation.

Transportation emergencies such as a flight cancellation or extreme weather conditions that prevent a return home shall be considered exceptions. In filling out leave request forms, employees will be required to acknowledge their understanding of the appropriate uses of this leave. Willful misuse of this provision shall be cause for discipline. While employees will not be asked the reason for the leave, they are encouraged to ask for an interpretation should they be in doubt.

2. **Legal**

Time necessary for legal proceedings when subpoenaed for jury duty or as a witness (not as a party to the proceedings), will be granted. Salary paid shall be equal to the difference between witness or jury fees and the employee's regular wage, except mileage. A simple photocopy of the jury voucher will be sufficient for bookkeeping purposes (to be submitted to the administration office). The employee must, unless excused by the supervisor, report for work promptly after his/her required appearance has terminated.

3. **Bereavement & Serious Family Illness**

- a. Employees shall be entitled to up to five (5) days of bereavement leave per year due to the death of a family member. 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, domestic partner, children or a person with whom the employee was or is in a relationship of in loco parentis.
- 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 list above in paragraph 3.a. above.
- c. "Serious health condition" is defined by ORS 659A.150(6).
- 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.

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 his/her leave balances by last working day of August 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 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 he/she acquired at the time he/she 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.

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 of Unpaid 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 an 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.

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 ESD shall deduct from the salary of any employee and make remittance to the appropriate agencies for the following deductions:

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

The Association agrees to indemnify and hold the ESD harmless against any and all claims, suits, order or judgments brought against the ESD on the issue of Association dues or fair share 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. To assure that all employees covered by this Agreement are adequately represented by the Association, the ESD shall deduct from the employees' payroll a fair share amount equal to total Association dues and assessments paid by the members of the Association, from the salary of each employee who is not a member of the Association, as an in-lieu-of-dues payment commensurate with the cost to the Association of collective bargaining, grievance processing, and contract administration. This money shall be paid monthly to the Association. The Association agrees to lawfully implement this provision and to hold the ESD harmless in the application of this provision.

Employees whose religious beliefs prohibit payment to employee organizations shall pay an amount equal to total Association dues and assessments to a nonreligious charity or charitable organization which is mutually agreed upon by the individual and the executive committee of the Association.

Article 15 – Insurance

- A.
- a. For the duration of this agreement bargaining unit member insurance will be purchased on a composite rate basis.
 - b. Effective on October 1, 2014 the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of \$1,150 per month per eligible employee.
 - c. Effective on October 1, 2015, the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of \$1,175 per month per eligible employee.
 - d. Effective on October 1, 2016 the District contribution will be toward the primary medical, vision and dental insurance premium only in the amount of \$1,200 per month per eligible employee.
 - e. Effective on October 1, 2014 – June 30, 2017 employees may opt out of insurance coverage if they qualify under the opt-out provisions of OEGB and provide proof of other insurance. Those choosing to opt out will be eligible for a monthly payment of \$450. Employees entitled to less than full coverage will be paid at the commensurate rate, i.e. 75% or 50%.
 - f. Employees who select Plan H 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.
- 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 OEGB 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 he/she agrees 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. It is mutually agreed that for the purpose of this article, the definition of insurance benefits shall exclude annuities, as well as casualty types of insurance, i.e., fire, auto, home, et cetera.
- G. Subject to state law, the parties may mutually agree to change the insurance carrier or coverage during the term of this Agreement.
- H. 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.

I. **Insurance Addendum**

At the request of either party, the 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 District Business Manager 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 the Affordable Care Act requirements.

Article 16 – Compensation

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

A. **Licensed**

1. **Salary Schedule**

- a. For 2014-2015: Increase the salary schedule by 2%, effective July 1, 2014.
- b. For 2015-2016: Increase the salary schedule by 2%, effective July 1, 2015.
- c. For 2016-2017: Increase the salary schedule by 2%, effective July 1, 2016.

During the 2014-15 year, a committee will be formed to research the possibility of a new licensed salary schedule structure. If a new salary schedule is implemented, the 2% increase will be incorporated into the schedule. No new schedules will be implemented prior to July 1, 2015. The committee will have representation from both the District and DESDA.

2. **Prior Experience**

As determined by the District, a new employee may be awarded up to sixteen (16) years' credit for relevant verifiable experience outside of the District. DESD PERS Retired employees who are rehired, shall suffer no loss of credit for years of experience.

3. **Step Increments**

- a. Step increments shall be granted to all employees hired before January 1 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.

4. **Payday**

Employees shall be paid on or before the last district business day of the month. In June, the district will have two payrolls.

5. **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.

6. **Increased Training**

Employees contemplating professional training intended to lead to advancement on the salary schedule are encouraged to meet with the Superintendent and/or their immediate supervisor in order to verify the professional training is job related, field related, or required for certification. Movement on the salary schedule shall occur at the beginning of each contract year. Employees should notify the Human Resources Department by March 1st that they will be qualifying for advancement on the schedule. On or before October 1st employees shall be required to provide appropriate documentation will result in movement back to their original place on the schedule where they will remain until the next contract year.

Current employees may advance to the next column on the salary schedule if they:

- a. Complete an advanced degree;
- b. Complete 65 graduate credit hours; or
- c. Complete a Plan of Professional Advancement (PPA). The PPA guidelines will be included in the Addendum of this agreement.

8. **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**

- a. For 2014-2015: Increase the salary schedule by 2%, effective July 1, 2014.
- b. For 2015-2016: Increase the salary schedule by 2%, effective July 1, 2015.
- c. For 2016-2017: Increase the salary schedule by 2%, effective July 1, 2016.

2. **Newly-Hired Employees**

As determined by the District, newly-hired employees may be awarded up to 7 years' credit for relevant verifiable job experience outside of the District. Wherever they are to be placed on the salary schedule is to be regarded as a probationary position for up to six (6) months. Employees not performing fully satisfactory service, as evaluated by the District, at the end of six (6) months, shall be terminated. Employees demonstrating satisfactory performance throughout their six month probationary period will be eligible for regular status beginning with their seventh month of employment. DESD PERS Retired employees who are rehired shall suffer no loss of credit for years of experience.

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, he/she 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 January 1 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 last district business day 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.

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 his/her 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 for approval.

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

Refer to DESD's Employee Handbook. This procedure has been jointly developed by DESD 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 ESD Superintendent.

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 ORS 24 3.698.

Article 18 – Association Rights and Privileges

A. **Information**

Upon request, the Board agrees to furnish to the Association all public information necessary for research in functioning as exclusive bargaining representative. The Association will be subject to the same costing policy as the general public.

B. **Time for Meetings**

Whenever any representative of the Association or any employee participates in negotiations, grievance proceedings, Association conferences or meetings, they shall, whenever possible, be scheduled after working hours.

C. **Use of District Facility**

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

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 meetings and a copy of the minutes following each meeting.

E. **Bulletin Boards**

The Association shall have reasonable use of bulletin boards in the central office and annex 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 ESD facilities and/or equipment under this Article shall be subject to applicable laws and policies.

Article 19– Layoff and Recall (Licensed)

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

A. **Layoff**

If it is determined that a layoff is necessary, the District will give notice to affected employees and to the Association as soon as possible. Personnel will be laid off commensurate with the following criteria, pursuant to statute:

1. District program requirements;
2. Competence or merit, as defined in ORS 342.934;
3. Licensure and class coverage requirements;
4. Seniority;
5. 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.
6. 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 considerations 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 he/she acquired at the time he/she left.
2. Except as otherwise provided in ORS 342.934, laid-off 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 his/her 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 his/her 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;

- a. Employees will be made aware, through all staff email or mail of all job openings in both counties.
- b. Employees who would like to cross county lines, will be allowed to assume a position that the employee is qualified for.
- c. Employees subject to layoff will not be required to take positions in a different county.
- d. There will be no impact on the employees 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. Layoff and recall will be determined using the following criteria:

A. Definitions

2. "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.
3. "Job title" means a specific job identified by a title and job description.
4. "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.)
5. "Recent" shall mean within the last five years.
6. "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**

1. 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 his/her 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 his/her 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 his/her 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 his/her 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 he/she assumes 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 he/she is 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 he/she was bumped, or
 - b. the years of service the employee has actually completed in the lower ranked title to which he/she 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 he/she 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 (based on the individual's regularly scheduled annual work hours, as of June 30, 2001) 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 twenty-seven (27) 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 his/her 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 he/she was 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;

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

Classification Groups	Job Titles
Clerical / Secretarial / Admin Support	Office Coordinator Administrative Assistant Program Assistant Clerical Assistant
Business Office	Finance Specialist Finance Assistant
Print Shop	Print Shop Specialist
OTAP Equipment Manager	OTAP Equipment Manager
Van Driver / Media	Van Driver / Media
Custodial	Custodial / Maintenance
Maintenance / Safety Agent	Maintenance / Safety Agent
Maintenance	Maintenance
Instructional Assistants (Speech)	Speech Assistant – In Transition (currently in a SLPA licensure program)
Instructional Assistants	Instructional Assistant
LPN	LPN
Computer Technicians	Network Analyst Computer Technician Desktop Support Specialist
Programmer	Programmer
Technology Trainer	Technology Trainer
Technology Support Specialist – Assessment	*Technology Support Specialist – Assessment *Technology Support Specialist – Data Collections
Technology Support Specialist – POI/EI/ESCE	Technology Support Specialist – POI/EI/ESCE
Technology Support Specialist – OTAP	Technology Support Specialist – OTAP
Secondary Transition Specialist	Secondary Transition Specialist
Attendance Liaison	Attendance Liaison
Interpreter Multi Cultural Specialist	Interpreter Multi Cultural Specialist
Parent Education Coordinator	Parent Education Coordinator

Article 21 – Complaint Procedure

- A. The ESD believes that concerns and program issues should be resolved at the lowest level possible. It is the policy of the ESD that when a patron, parent, agency or representative of a student has a concern regarding the performance of an ESD employee or an 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 talk directly with the employee in question.
- B. 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 ESD and the following procedures apply:
 - 1. A conference between the administrator and the employee will be held.
 - 2. The employee will be provided with a copy of the complaint before the conference.
- C. 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 with ten (10) days.
- D. The superintendent will make the final decision about the complaint.
- E. The employee has the right to have association representation at any or all levels.
- F. The employee shall have the right to attach any rebuttals or explanations to any written documents placed in their personnel file.

Article 22 – 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. Team work is strictly a voluntary activity.

C. Purpose

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

Article 23 – 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 employees 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.
- C. 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 24 – Duration of Contract Date

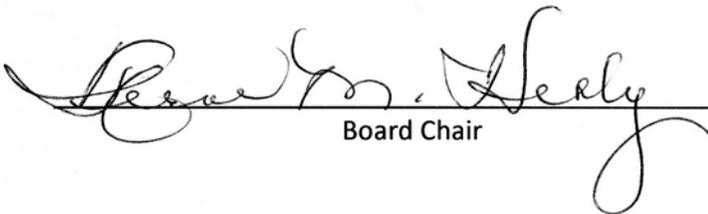
Effective Date

This Agreement shall be effective July 1, 2014, unless otherwise indicated and shall continue in effect until June 30, 2017.

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 District:


Board Chair


Date

District Team Members: Hank Perry, Chris Rusch, Harry McDermott, Michael Lasher, Jack Musser and Pat Sublette

For the Association:


Association Representative


Date

DESDA/OSEA Team Members: Rita Snyder, Ronnie Campos, Terry Shipman, Paul Logan, Sharon Osborne, Marsha Colletta, Shar Powell, Patty Croucher, Kathleen O'Shea and Gabe Ortega (OSEA)

2014-15 Salary Schedules

Licensed

Experience	BA	MA	Specialist	Doctorate
1st year	\$37,939.00	\$38,886.00	\$39,859.00	\$40,855.00
2nd year	\$40,594.00	\$41,609.00	\$42,649.00	\$43,715.00
3rd year	\$41,813.00	\$42,857.00	\$43,929.00	\$45,027.00
4th year	\$44,739.00	\$45,857.00	\$47,004.00	\$48,179.00
5th year	\$46,082.00	\$47,233.00	\$48,414.00	\$49,624.00
6th year	\$47,464.00	\$48,650.00	\$49,867.00	\$51,113.00
7th year	\$48,888.00	\$50,110.00	\$53,356.00	\$54,691.00
8th year	\$50,354.00	\$51,612.00	\$54,958.00	\$56,332.00
9th year	\$51,864.00	\$53,161.00	\$56,606.00	\$58,022.00
10th year	\$53,420.00	\$54,756.00	\$58,304.00	\$59,762.00
11th year	\$55,023.00	\$56,399.00	\$60,055.00	\$61,555.00
12th year	\$56,673.00	\$58,090.00	\$61,855.00	\$63,401.00
13th year	\$58,374.00	\$59,833.00	\$63,711.00	\$65,303.00
14th year	\$60,126.00	\$61,628.00	\$65,623.00	\$67,263.00
15th year	\$61,929.00	\$63,477.00	\$67,591.00	\$69,281.00
16th year	\$63,787.00	\$65,381.00	\$69,618.00	\$71,358.00
21st year	\$65,063.00	\$66,689.00	\$71,010.00	\$72,786.00
26th year	\$66,363.00	\$68,023.00	\$72,431.00	\$74,243.00
31st year	\$67,691.00	\$69,383.00	\$73,880.00	\$75,727.00

Longevity Steps

Classified

Experience	A	B	C	D	E
1st Year	\$11.17	\$12.54	\$15.96	\$19.55	\$22.53
2nd year	\$11.51	\$12.91	\$16.45	\$20.16	\$23.22
3rd year	\$11.84	\$13.30	\$16.94	\$20.76	\$23.91
4th year	\$12.68	\$14.24	\$18.14	\$22.21	\$25.58
5th year	\$13.06	\$14.66	\$18.67	\$22.87	\$26.35
6th year	\$13.44	\$15.11	\$19.23	\$23.56	\$27.14
7th year	\$14.38	\$16.16	\$20.57	\$25.21	\$29.04
12th year	\$14.67	\$16.48	\$20.99	\$25.70	\$29.61
17th year	\$14.96	\$16.81	\$21.42	\$26.23	\$30.21
22nd year	\$15.26	\$17.15	\$21.85	\$26.74	\$30.82
27th year	\$15.58	\$17.48	\$22.28	\$27.29	\$31.44
32nd year	\$15.89	\$17.83	\$22.74	\$27.83	\$32.06

Longevity Steps

2015-16 Salary Schedules

Licensed

Experience	BA	MA	Specialist	Doctorate
1st year	\$38,698.00	\$39,664.00	\$40,656.00	\$41,672.00
2nd year	\$41,406.00	\$42,441.00	\$43,502.00	\$44,589.00
3rd year	\$42,649.00	\$43,714.00	\$44,808.00	\$45,928.00
4th year	\$45,634.00	\$46,744.00	\$47,944.00	\$49,143.00
5th year	\$47,004.00	\$48,178.00	\$49,382.00	\$50,616.00
6th year	\$48,413.00	\$49,623.00	\$50,864.00	\$52,135.00
7th year	\$49,866.00	\$51,112.00	\$54,423.00	\$55,785.00
8th year	\$51,361.00	\$52,644.00	\$56,057.00	\$57,459.00
9th year	\$52,901.00	\$54,224.00	\$57,738.00	\$59,182.00
10th year	\$54,488.00	\$55,851.00	\$59,470.00	\$60,957.00
11th year	\$56,123.00	\$57,527.00	\$61,256.00	\$62,786.00
12th year	\$57,806.00	\$59,252.00	\$63,092.00	\$64,669.00
13th year	\$59,541.00	\$61,030.00	\$64,985.00	\$66,609.00
14th year	\$61,329.00	\$62,861.00	\$66,935.00	\$68,608.00
15th year	\$63,168.00	\$64,747.00	\$68,943.00	\$70,667.00
16th year	\$65,063.00	\$66,689.00	\$71,010.00	\$72,785.00
21st year	\$66,364.00	\$68,023.00	\$72,430.00	\$74,242.00
26th year	\$67,690.00	\$69,383.00	\$73,880.00	\$75,728.00
31st year	\$69,045.00	\$70,771.00	\$75,358.00	\$77,242.00

Longevity Steps

Classified

Experience	A	B	C	D	E
1st Year	\$11.39	\$12.79	\$16.28	\$19.94	\$22.98
2nd year	\$11.74	\$13.17	\$16.78	\$20.56	\$23.68
3rd year	\$12.08	\$13.57	\$17.28	\$21.18	\$24.39
4th year	\$12.93	\$14.52	\$18.50	\$22.65	\$26.09
5th year	\$13.32	\$14.95	\$19.04	\$23.33	\$26.88
6th year	\$13.71	\$15.41	\$19.61	\$24.03	\$27.68
7th year	\$14.67	\$16.48	\$20.98	\$25.71	\$29.62
12th year	\$14.96	\$16.81	\$21.41	\$26.21	\$30.20
17th year	\$15.26	\$17.15	\$21.85	\$26.75	\$30.81
22nd year	\$15.57	\$17.48	\$22.29	\$27.27	\$31.44
27th year	\$15.89	\$17.83	\$22.73	\$27.84	\$32.07
32nd year	\$16.21	\$18.19	\$23.19	\$28.34	\$32.70

Longevity Steps

2016-17 Salary Schedules

Licensed

Experience	BA	MA	Specialist	Doctorate
1st year	\$39,472.00	\$40,457.00	\$41,469.00	\$42,505.00
2nd year	\$42,234.00	\$43,290.00	\$44,372.00	\$45,481.00
3rd year	\$43,502.00	\$44,588.00	\$45,704.00	\$46,847.00
4th year	\$46,547.00	\$47,709.00	\$48,903.00	\$50,126.00
5th year	\$47,944.00	\$49,142.00	\$50,370.00	\$51,628.00
6th year	\$49,381.00	\$50,615.00	\$51,881.00	\$53,178.00
7th year	\$50,863.00	\$52,134.00	\$55,511.00	\$56,901.00
8th year	\$52,388.00	\$53,697.00	\$57,178.00	\$58,608.00
9th year	\$53,959.00	\$55,308.00	\$58,893.00	\$60,366.00
10th year	\$55,578.00	\$56,968.00	\$60,659.00	\$62,176.00
11th year	\$57,245.00	\$58,678.00	\$62,481.00	\$64,042.00
12th year	\$58,962.00	\$60,437.00	\$64,354.00	\$65,962.00
13th year	\$60,732.00	\$62,251.00	\$66,285.00	\$67,941.00
14th year	\$62,556.00	\$64,118.00	\$68,274.00	\$69,980.00
15th year	\$64,431.00	\$66,042.00	\$70,322.00	\$72,080.00
16th year	\$66,364.00	\$68,023.00	\$72,430.00	\$74,241.00
21st year	\$67,691.00	\$69,383.00	\$73,879.00	\$75,727.00
26th year	\$69,044.00	\$70,771.00	\$75,358.00	\$77,243.00
31st year	\$70,426.00	\$72,186.00	\$76,865.00	\$78,787.00

Longevity Steps

Classified

Experience	A	B	C	D	E
1st Year	\$11.62	\$13.05	\$16.61	\$20.34	\$23.44
2nd year	\$11.97	\$13.43	\$17.12	\$20.97	\$24.15
3rd year	\$12.32	\$13.84	\$17.63	\$21.60	\$24.88
4th year	\$13.19	\$14.81	\$18.87	\$23.10	\$26.61
5th year	\$13.59	\$15.21	\$19.42	\$23.80	\$27.42
6th year	\$13.98	\$15.72	\$20.00	\$24.51	\$28.23
7th year	\$14.96	\$16.81	\$21.40	\$26.22	\$30.21
12th year	\$15.26	\$17.15	\$21.84	\$26.73	\$30.80
17th year	\$15.57	\$17.49	\$22.29	\$27.29	\$31.43
22nd year	\$15.88	\$17.84	\$22.74	\$27.82	\$32.07
27th year	\$16.21	\$18.19	\$23.18	\$28.40	\$32.71
32nd year	\$16.53	\$18.55	\$23.65	\$28.96	\$33.35

Longevity Steps

2016-17 Classified Positions

Job Title	Group A	Group B	Group C	Group D	Group E
Clerical Assistant	X				
Program Assistant		X			
Receptionist		X			
Finance Assistant		X			
Instructional Assistant		X			
Speech Assistant – in transition		X			
Custodial / Maintenance		X			
Van Driver		X			
Attendance Liaison		X			
OTAP Equipment Manager			X		
Data Collections Support			X		
Finance Specialist			X		
Secondary Transition Specialist			X		
Administrative Assistant			X		
Print Shop Specialist			X		
Parent Education Coordinator			X		
Desktop Support Specialist			X		
Interpreter Multi Cultural Specialist				X	
Assessment Support Specialist				X	
Technology Support Specialist				X	
Assistive Technology Specialist				X	
Computer Technician				X	
SLP Assistant				X	
LPN				X	
Programmer					X
Network Analyst					X

Grandfathered Classified Positions

Grandfathered if hired prior to 6/30/2011

Job Title	Group A	Group B	Group C	Group D	Group E
Attendance Liaison			X		
Maintenance / Safety Officer			X		
Instructional Assistant-highly qualified			X		
SLP Assistant – unlicensed			X		
Program Assistant (hired prior to MOU)			X		
Secondary Transition Specialist				X	
Office Coordinator				X	
Parent Education Coordinator				X	