

Woodburn Education Association & Woodburn School District
Woodburn Education Association's Final Offer
March 21, 2023

WEA presents the following Final Offer to enter into a successor collective bargaining agreement with the Woodburn School District on the terms and conditions of described below, subject to ratification by the membership of the Union.

The WEA's Offer is described below and presented with proposed new language underlined and existing language to be deleted appearing with a "strike through." This proposal does not reflect existing Tentative Agreements but only the remaining "open" articles of the WEA/WSD negotiation.

ARTICLE 4 MANAGEMENT RIGHTS

A. The District retains and reserves unto itself all powers, rights, and authorities, duties, and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Oregon. Such powers, rights, authorities, duties, and responsibilities shall include, but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.

2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees, subject only to the provisions of the law and the specific provisions of this Agreement.

~~3. The right to contract or subcontract work, including the right to employ distance learning technology for the purpose of utilizing non-District personnel to provide instruction to District students. This shall not be construed as a waiver of the Association or its right to bargain such subcontracting decision in accordance with ORS243.698.~~

~~4~~ 3. The District shall not subcontract any bargaining unit work during the term of this agreement without providing prior written notice to the Association and completing negotiations on the issue if demanded by the Association *in accordance with ORS 243.698. Before subcontracting any bargaining unit work, the position will be posted using the procedure for filling a vacant position in Article 11. In the event of*

a legal work stoppage the district may not subcontract licensed educator positions.

B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities, and the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of the Agreement. In the event of conflict between the aforementioned and the terms of this Agreement, the Agreement shall be controlling.

ARTICLE 6 GRIEVANCE PROCEDURES

A. Definitions

Grievance:

A. Grievance is a claim by the educator or the Association based upon a difference of opinion concerning the interpretation, application, or violation of this Agreement or established Board policy. The parties recognize there are two types of grievances:

1. A contractual grievance is a claim by an educator or the Association based on the interpretation, application, or alleged violation of this Agreement. Such grievances can be appealed to arbitration as provided for herein.
2. A policy grievance is a claim by an educator, a group of educators, or the Association based on the interpretation, application, or alleged violation of established Board policy. ~~Such grievance can be appealed only through Level Three of the grievance procedure provided for herein.~~

Aggrieved Person:

The “aggrieved person” is the person, persons, or the Association making the claim.

Party in Interest:

The “party in interest” is either the person, persons, or Association making the complaint or the persons against whom the complaint is made.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting educators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The District and the Association agree that all employees shall have the unqualified right to file grievances and neither the Association nor the District may take any action against an employee as a result of the exercise of their right. Furthermore, no grievance documentation shall be maintained in an employee’s personnel file.

C. Procedure

1. Time Limits:

These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. However, time limits may be extended 5 additional days at any level, other than the initial filing period, with written notice to the other party. Any further extensions will be by written agreement of the parties.

2. Days:

“Days” shall mean any of the ~~192~~195 contract days of licensed educators of licensed educators throughout the calendar year when the District office is open. At the request of either party, a grievance shall be held over until the following school year with the exception of the initial filing timeline.

3. Financial Responsibility:

Each party shall pay any and all costs incurred by said party. Arbitration costs shall be borne equally by both parties.

4. Resolutions:

A grievance shall be considered resolved if:

- a. The aggrieved receives a satisfactory resolution to their grievance, or
- b. They choose to withdraw the grievance in writing, or
- c. The aggrieved fails to appeal the grievance to the next level within the

number of days allotted at that level, or otherwise fails to comply with the requirements of this procedure.

5. Representation:

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6. Bypassing Level 1:

It is recognized that in some cases the immediate supervisor may not be able to effectively deal with a particular grievance issue. Therefore, by prior written agreement of the parties, the aggrieved party may, within the time limit allowed for filing at Level One, bypass Level One and utilize Level Two, Superintendent of Schools, as the first step of the grievance procedure.

7. Form:

All grievances shall be filed on the established form (see Appendix C). At each step after filing, the original copy and the original of any attachments, shall be provided by the party filing or responding, as applicable, to the other party.

8. Meetings:

At all Levels, upon the request of either the aggrieved party or the District, a meeting shall be held to discuss the grievance.

D. Levels of Grievance

If the issue is not resolved at the lowest level then implement the following:

LEVEL ONE: The aggrieved person(s)/Association shall present the grievance to their immediate supervisor in writing, ~~and in person,~~ upon the adopted form (Appendix C hereof), within 10 days of the occurrence, or within 10 days of the time when the grievant would reasonably have become aware of the occurrence giving rise to the grievance.

In accordance with the requirements as outlined on the grievance form, the aggrieved shall explain the nature of the grievance, against whom it is leveled, and what the aggrieved would consider an equitable solution to the grievance. The aggrieved person shall also state that the grievance is either a contractual grievance or a policy grievance (Sections A, 1 a. and b., above) or both. If the grievance is claimed to be a contract grievance, the aggrieved person shall also specify the particular Article(s), with Section(s) and the paragraphs thereof that they claim have been violated. If the grievance is claimed to be a policy grievance, the aggrieved person shall

also specify the specific School Board policy that they claim has been violated.

From the date of the aggrieved's initial presentation of the grievance, the immediate supervisor shall have 10 days to respond to the grievance by completion of the applicable blanks of the grievance form.

LEVEL TWO: If the aggrieved person(s)/Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 10 days after the presentation of the grievance at Level One, the aggrieved person(s)/Association shall submit the grievance to the Superintendent of Schools by forwarding the grievance form, with the applicable blanks completed, within 10 days of receipt of the Level One response, or within 10 days of submission of the Level One Grievance, whichever shall occur first. The Superintendent or their designee shall have 10 days to respond to the grievance in writing.

LEVEL THREE: If the aggrieved person(s)/Association is not satisfied with the Level Two response, or if there is no response, the aggrieved person(s)/Association shall submit the grievance to the Board within 10 days of receipt of the Level Two answer or within 20 days of submission at the Level Two step, whichever shall occur sooner, by submissions of a copy of the grievance ~~from form~~ with the applicable blanks completed. ~~The Board shall determine at its next scheduled meeting whether or not to hear the grievance. If the Board elects to hear the grievance, this will occur at or before the date of the next scheduled Board meeting. The Board shall hear the grievance at or before the next scheduled School Board meeting.~~ hear the grievance at or before the next scheduled School Board meeting. The Board shall then have five days following the hearing to respond to the grievance in writing.

LEVEL FOUR: If the aggrieved party is not satisfied with the Board's response ~~(or the Level Two response, if the Board elects to not hear the grievance appeal),~~ and if the grievance is a contract grievance, the Association shall have the right to have the matter submitted to binding arbitration. A written notice of submission to binding arbitration on the adopted grievance form shall be forwarded to the Superintendent's office no later than 10 days after the aggrieved has received the Board's decision. ~~or notice that the Board will not hear the contract grievance.~~ In the event the aggrieved party has not received a response within five days of the Board meeting specified in Level Three above, the Association shall have 15 days from the date of the Board meeting in which to provide the notice of submission to arbitration.

The parties shall have 10 days from the date of District receipt of written notification from the Association of its desire to arbitrate the grievance, to meet or confer in an effort designate a mutually agreeable arbitrator, and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the association and the District shall select an arbitrator by alternately striking names

from a list of seven arbitrators provided by the Employment Relations Board. The party to strike the first name shall be determined by lot. The parties shall jointly notify the arbitrator of their selection. The arbitrator so selected shall confer with representatives of the Board and the Association, and hold hearings. They shall issue their decision no later than 20 days from the date of the close of the hearing. The arbitrator's decision shall be in writing, and shall set forth their findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision that requires the modification of any terms or conditions of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically and expressly provided for herein. The decision of the arbitrator shall be submitted to the Board and binding on the parties.

ARTICLE 8 JUST CAUSE

A. Just Cause

No educator shall be disciplined, which shall mean reprimanded in writing, reduced in compensation, or suspended without pay, without just cause. ~~Just cause, as used herein, shall require that the District show that the action has an actual basis in the facts relied upon when the action was taken and that the discipline by the District is reasonably related to the alleged action.~~ If a question as to just cause exists, it may be resolved through the grievance process, up to and including, binding arbitration pursuant to the provision of Article 6 hereof.

Definition of Just Cause:

1. Fair Notice. Did the employee receive notice that the action would result in a consequence or is there a policy prohibiting such conduct?
2. Reasonable Rule. Was the rule reasonably related to the operational needs of the District?
3. Investigation. Was there an investigation to determine that the conduct was worthy of corrective action?
4. Fairness. Was the investigation conducted in a fair and objective manner and free from discrimination?
5. Proof. Did the employer collect sufficient evidence to determine corrective action?
6. Consistency. Were the rules applied evenly to everyone in the department?

7. Appropriate Discipline. Was the degree of discipline commensurate with the offense?

Other items to consider are:

- 1) Mitigating circumstances. Were there any conditions that may have been a contributing factor that need to be taken into consideration?
- 2) Progressive Discipline. Aside from egregious conduct, was there an opportunity to issue a lesser discipline that allows an employee an opportunity to correct the issue before issuing a financial burden or separation?

B. Due Process Provision

For the purposes of this Article, due process shall require that:

1. The Administrator shall notify the employee of the right to Association representation for all meetings known to be related to discipline or investigation when scheduling the meeting, as well as the nature or context for the investigatory or disciplinary meeting.
2. The employee shall be entitled to Association representation at any meeting the employee reasonably believes may lead to discipline. This shall not preclude an administrator from providing advance notice that a meeting was intended to be disciplinary in nature.
3. The employee will be informed of the charges ~~and given an opportunity to respond before a decision is finalized.~~ Following the investigation the employee will be given an opportunity to review and respond to any findings before a decision is finalized.
4. The employee's response may be verbal or in writing and may include representation by counsel or the Association, if the employee so chooses.
5. After the decision is finalized, the employee will be given written notification thereof.

C. Exception

The ~~dismissal or~~ non-renewal of any employee in the bargaining unit shall be subject only to the requirements set forth in ORS 342.805 to 342.934 and shall not be governed by the terms of this Agreement or subject to a claim of a violation thereof.

ARTICLE 14 WORKING HOURS AND WORKLOAD

A. Work Day

1. The educator's total in-school workday shall not exceed a 7-3/4 hour day, including a duty-free lunch period. Educators' starting and release time may vary depending on building and program hours, as established by the building principal. If an employee receives permission from their principal to depart early or arrive late, the educator may be required to make up the amount of time missed.
2. A duty-free lunch period of thirty (30) minutes shall be afforded all educators. Educators shall be permitted to leave the building during the lunch period.

B. Preparation Time

All educators shall be provided uninterrupted, duty-free preparation time for a minimum of ~~290~~ 350 minutes per week.

1. Middle and High School Classroom assigned Educators, including Specialists

~~a.~~ ~~a. Middle and high school educators shall be provided an instructional period of not less than 45 minutes per day of uninterrupted, duty-free preparation time.~~ (Moved to b).

a. Middle and high school classroom assigned educators teaching more than one unique course per day shall be provided a minimum of 380 minutes per week.

~~b.~~ ~~a. b. Middle and high school educators shall be provided an instructional period of not less than 45 minutes per day of uninterrupted, duty-free preparation time.~~

~~c.~~ ~~b. c. Middle and High School educators shall also be scheduled additional blocks of not less than 30 minutes to provide a total minimum of 290 350 minutes per week of preparation time.~~

~~d.~~ ~~c. d. If the instructional period is shortened to less than 45 minutes, the weekly total must remain at the 290-350 minute minimum or 380 minute minimum (only if 1(a) above applies).~~

~~e.~~ e. The District will pay \$1,000 per semester to a professional educator who functions as a high school, middle school or departmentalized 6-8 grade classroom educator for each additional unique course taught over three (3). The

District will produce a report of preparation (indicating the number of assigned unique courses or “preps” assigned to each educator) each semester to monitor and inform the District and Association of the situation.

~~f.~~ **f.** When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday periods, or for other reasons, the daily preparation time shall be the same as a normal schedule for the particular days worked

- In the event of a full day school closure, preparation time is missed for that day only and is not compensated as lost preparation time or taken as additional time on a subsequent day.
- At the beginning of the school year, building administrators shall provide an alternative daily schedule for use in case of an unscheduled late start. This schedule will provide preparation time for educators whose preparation time would be lost because of the late start.
- In the event of an unscheduled early release, educators will be compensated for lost preparation time.

2. Elementary Educators, including Specialists

a. Preparation time shall be scheduled in daily blocks of not less than 30 minutes each.

b. When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday periods, or for other reasons, the daily preparation time shall be the same as a normal schedule for the particular days worked

- In the event of a full day school closure, preparation time is missed for that day only and is not compensated as lost preparation time or taken as additional time on a subsequent day.
- At the beginning of the school year, building administrators shall provide an alternative daily schedule for use in case of an unscheduled late start. This schedule will provide preparation time for educators whose preparation time would be lost because of the late start.
- In the event of an unscheduled early release, educators will be compensated for lost preparation time.

3. Non-classroom Assigned Educators

- a. Prep time for a non-classroom assigned educator may follow different schedules than those whose assignment is in a regular classroom setting.
- b. The schedule will be developed jointly with building or District administration.
- c. The guarantee would be that an equivalent weekly amount of prep time will be given to the non-classroom assigned member educator in daily blocks of not less than 30 minutes.

4. Loss of Preparation Period:

The district will follow assignment guidelines and compensation rules set forth in Article 16.C when:

- a. ~~Educators who serve as a substitute for another educator's class, or are required to supervise students and non-special education educators attending required meetings (excluding field trips and full day professional development), during their regularly scheduled preparation time) shall receive their per diem rate for the time involved.~~ cover an unfilled vacancy during their prep time will be compensated at the per diem or curriculum rate, whichever is higher, for substitute work. Educators will not be required to sub during their prep time or receive extra students in their class due to a sub shortage more than twice (2) per week. An educator may volunteer to sub during their prep, take on additional students in their classrooms, or be pulled from their primary duties to sub more than twice per week.
- b. Non-special education educators required to attend meetings during their scheduled preparation time shall receive their per diem rate for the time involved.
- c. The above-specified amount(s) will be increased in accordance with the provisions of Appendix A in the second and any subsequent years of this Agreement.

5. General Duty Time:

All time within the educator workday not specifically designated as preparation time or the duty-free lunch period, shall be considered general duty time. General duty time may be

devoted to student instruction, student supervision, faculty meetings, extra preparation time, and other activities as determined by the District.

6. Early Release:

Educators shall be allowed to leave school fifteen (15) minutes after the end of the instructional day on Fridays and on the last working day before Thanksgiving, and Christmas.

C. Class Size/Workload

~~All teacher and Association concerns regarding class size and workload will be resolved as a policy grievance pursuant to Article 6.A.b. Class size issues shall also be a subject for discussion at Superintendent-Association liaison committee meetings.~~

Both the District and Association recognize the benefits of class size and caseload limits to establish reasonable workloads. Additionally, we acknowledge that early planning and preparation are key to facilitating the effective use of resources.

To this end the district will:

1. Contact the Association President by May 15th to establish a timeline for making collaborative decisions about class structure and staffing.
2. Principals will share projected enrollment and tentative staffing assignments by June 1st.
3. Educators may request a meeting with the principal and a building rep to address any class size or placement concerns.
4. During pre-service week, updated class size information with the Association rep along with plans to support educators whose class sizes may exceed the cap.

D. The District desire is to meet the following guidelines for class size:

<u>Grade Level</u>	<u>Target Class Size</u>	<u>Maximum Class Size</u>
<u>Kindergarten - 1st grade</u>	<u>18</u>	<u>20</u>
<u>2nd grade- 3rd grade</u>	<u>20</u>	<u>22</u>

Special Education

<u>Specialty</u>	<u>Target Caseload</u>	<u>Target Class size</u>	<u>Maximum Caseload/Class Size</u>
<u>Elementary</u>	<u>26</u>	<u>5 per group</u>	<u>30 (caseload)</u>

<u>Learning Specialists</u>			<u>5 (group size)</u>
<u>Middle School Learning Specialists</u>	<u>26</u>	<u>8 per skills class</u>	<u>30 (caseload)</u> <u>10 per skills class</u>
<u>High School Learning Specialists</u>	<u>26</u>	<u>8 per skills class</u>	<u>30 (caseload)</u> <u>10 per skills class</u>
<u>Post High Learning Specialists</u>	<u>15</u>	<u>15</u>	<u>18</u>
<u>Intensive Learning Center</u>	<u>11</u>	<u>11</u>	<u>12</u>
<u>Intensive Learning Center- Functional</u>	<u>8</u>	<u>8</u>	<u>9</u>
<u>Speech Language Pathologists</u>	<u>40 (weighted)</u>	<u>N/A</u>	<u>45 (weighted)</u>
<u>School Psychologists</u>	<u>1 FTE per 650 student enrollment</u>	<u>N/A</u>	<u>N/A</u>

E. If maximum class size or case load is reached, in order to ensure reasonable workload, the District agrees to implement one of the following options within two (2) weeks after consultation with, and agreement of, the educator(s) involved:

1. Transfer/Reassign students;
2. Provide an additional 0.5 FTE paraeducator for elementary educators or special education educators:
 - a. Special Education self-contained classes will have a ratio of three (3) adults for every five (5) kids.
 - b. If a student needs direct adult support for more than 60% of their day, there will be another adult added to the ratio.
3. Develop blended classrooms
 - a. Provide educator professional development on effective instruction in blended classrooms, upon request
4. Add certified (licensed) staff
5. Create new instructional space through investment in infrastructure e.g. portable classrooms

ARTICLE 19 PAID LEAVES

A. Sick Leave

1. Each educator shall receive ~~ten (10)~~ eleven (11) days sick leave at full pay during each school year. Educators who serve under contract for a fraction of the school year shall receive sick pay on a prorata basis.
 - a. In addition, for educators who have exhausted their accumulated sick leave, the District will provide up to an additional five (5) days of sick leave during the 2022-2023 school year, three (3) days of sick leave during the 2023-2024 school year, and three (3) days of sick leave during the 2024-2025 school year.
 - b. When a specialized educator's work year is extended, those educators will receive an additional .25 sick day for every 5 days extended.
2. Sick leave not taken shall accumulate and may be used at a future time.
3. At the time of original employment or subsequent reemployment by the District, educators who were employed the previous year in an Oregon school district shall be allowed to transfer their accumulated sick leave; provided, however, the amount of leave transferable shall not exceed seventy-five (75) days. Transfer of sick leave from another district shall not be effective until the educator has completed thirty (30) working days in this district.
4. The employee's sick leave balance shall be ~~available upon request~~ printed on their monthly pay stud, and also be available vial employee portal.
5. The annual ~~40~~ eleven (11) days of sick leave shall be added to the educator's beginning total at the start of each academic- year. An employee who leaves employment with the district and has used more sick leave than was earned at the time of separation shall have the value of the unearned but used sick leave withheld from their final paycheck.
6. Sick leave may be used for the injury or illness or any medical or mental health appointment of the employee. These uses extend to the employee's or to care for their sick child, by adoption or birth, spouse/domestic partner or other family member as set forth in state or federal law.

7. Sick leave which does not interfere with instruction may be taken in ½ hour increments, with a minimum of one (1) hour.

8. Effective September 3, 2023 educators will be able to access Paid Leave Oregon program leave. They may choose whether to supplement their Paid Leave Oregon benefits with a pro rata share of existing sick leave to achieve their full wage.-Educators may elect the order and manner of leave use, contingent upon the Paid Leave Oregon guidelines.

B. Jury Duty/Witness Leave

Any educator in the District, regardless of their place of residence, who serves on jury duty or as a witness testifying under subpoena, provided they are not a party in interest, shall receive full pay while on jury duty or service as such witness. Fees received by the educator for jury duty or witness fees shall be forwarded to the District business office; however, the educator may retain mileage fees. Each educator shall promptly notify the ~~Superintendent's Office~~ Human Resources Department upon receipt of notice of jury duty or subpoena.

C. Professional Leave

Educators shall be provided with three (3) days of professional leave to participate in and attend out-of-District visitations ~~on approval of the Superintendent.~~

The District shall provide and/or reimburse approved costs incurred by educators participating in professional onsite visitations and/or conferences. When district transportation for approved travel is not available, educators shall be reimbursed for approved travel at a District-wide rate set by the Board.

D. Injury on Duty

In the event a licensed employee is absent from duty due to an accident covered by Workers' Compensation, the employee shall have the following options:

1. Employee may receive funds due them under Workers' Compensation and be granted a leave of absence without any charge against the employee's sick time.
2. Employee may make claim for sick time, but the same be reduced by the sums paid

employee by Workers' Compensation:

Employees may use sick time to replace any difference between their gross compensation and the workers' compensation paid to them. For example, if workers' compensation replaces 75% of gross pay the employee may replace up to 25% of their gross rate by using sick leave. In no case shall an employee be able to use leave to achieve a rate of pay greater than 100% of their gross pay.

E. Personal Leave

1. Educators will be granted three (3) days of personal leave per year. This leave may be used as desired by the educator and shall be non-accumulative. Half days may be used. Alternatively, With the approval of the administrator, time taken which does not interfere with instruction, may be made up with trade/flex time rather than charged as Personal Leave. The Principal is to be notified of such absence as soon as possible, except in cases of emergency, two days in advance. Such leave may be taken at the beginning or end of a holiday or break period, only at the discretion of the Superintendent and/or designee.
2. At the end of the school year, each employee shall be paid, in addition to their other pay, an amount equal to the daily per diem rate ~~pay for substitute teachers~~ per diem rate for each of the three days not used during the year. Partial days shall be prorated at the per diem rate. Educators who work less than full time shall receive time off and the year-end cash on a prorated basis based upon the relationship their regular work schedule bears to that of a full-time employee.

F. Bereavement Leave

Educators will be granted three (3) days of bereavement leave per year for the purpose of attending to the death, funeral, memorial service, or settling the estate of the deceased. Such leave may be accumulated up to a total of five (5) days. Bereavement leave will be allowed for the death of any relative or significant person in the employee's life. In the event of unusual travel or personal problems in connection with use of bereavement leave, additional leave days may be granted by the Superintendent. Bereavement leave need not necessarily be taken off as consecutive days where the circumstances warrant use of the leave in some other fashion.

G. Family Medical Leave

1. The parties recognize that the Federal Family and Medical Leave Act and the State Family Leave law apply to educators. ~~In recognition of the fact that state and federal agencies have the authority to enforce such law, any grievance pertaining thereto shall be filed and processed as a~~

~~policy grievance.~~

H. Flex Time/Comp Time

An educator may request flex time from their administrator to be used in place of personal or sick leave. The request shall be made as soon as possible, but not less than two days in advance, except in cases of emergency.

I. Sick Leave Bank (SLB)

1. Purpose

a. The purpose of the sick leave bank is to provide participants with additional sick leave days should a long-term illness or catastrophic injury to themselves, spouse/domestic partner, ~~or child~~, or other family member exhaust the educator's accumulated leave.

b. Participants returning from FMLA or OFLA leave who have exhausted their accumulated sick leave may access the SLB for an amount not to exceed five (5) days for medical appointments related to health maintenance.

2. Sick Leave Bank Committee

a. The Committee shall be composed of three (3) participating educators.

b. The Committee shall award or deny any participant's request for leave from the bank. The decision of the committee shall not be subject to the grievance process.

3. Donation to SLB

a. To become enrolled in the SLB, prior to October 1, educators will have the option to donate a minimum of one full day, with additional days in half or full day increments, up to a maximum of five (5) full days within one (1) school year.

b. Educators hired between September 25 and October 31 have until October 31 to enroll in the sick leave bank.

c. Participants may donate additional sick leave days, up to the maximum, at their discretion.

d. SLB will maintain a minimum balance of fifty (50) days. If requested leave would require SLB to fall below the minimum balance:

i. The committee would determine whether additional hours ~~of~~ donations are necessary.

ii. Participants will not be required to re-donate more than one (1) time per calendar year.

e. If participants withdrew days from the bank the previous school year, they must donate at least one (1) day at the start of the next school year regardless of whether there is a mandatory donation that year.

f. Any time remaining in the SLB on June 30 will automatically roll to the next year to begin the SLB balance. The SLB committee will review the balances at the beginning of the year to determine whether there needs to be a sick leave contribution for the new year by the current SLB participants.

4. Withdrawal from SLB

a. SLB can only be used if the participant has exhausted all available types of paid leave.

b. Participants must request leave in half or full day increments, up to a maximum of twenty (20) days per request. If a participant needs to request beyond the twenty (20) day maximum, they must submit and be approved for unpaid leave through the District process, prior to the SLB Committee reviewing the request and rendering a decision for additional days. A total of forty (40) days can be awarded per school year.

c. If a participant is awarded days and does not use them all by the end of the school year, the unused days will be returned to the sick leave bank.

d. If a participant is terminated or leaves the district during or after a contract year, donated hours will not be returned to the participant.

5. Qualifications to apply for SLB

a. Participant has provided proof of a personal or ~~immediate~~ family (~~spouse/~~

~~domestic partner or child~~) member's serious physical health care condition from a medical provider.

b. To qualify for leave from SLB, participants must have been employed for a minimum of ninety (90) days.

c. Educators employed on a temporary contract, hired before October 31 and with a contract length of at least 135 days, shall be eligible.

d. Participant contacts ~~with~~ the SLB eCommittee.

e. Participant completes and returns the SLB application.

f. Application is reviewed by the Committee, which will confirm with the Business Office that all accumulated leave has been exhausted as well as consider other SLB criteria set forth in the CBA..

g. Participant will receive written notification of the Committee's decision within ten (10) working days of receipt of application.

h. Upon approval, ~~Human Resources~~ the WSD Business Office will make appropriate adjustments to the participant's leave and time sheet records.

J. Paid Leave Oregon. The District agrees to pay both the employee and employer portion of the premium. Employees will be able to access accrued leaves in order to make themselves whole during any period of leave which qualifies under Oregon Paid Leave.

ARTICLE 22 PROFESSIONAL COMPENSATION

A. Salary Schedule

Salaries shall be the amounts set forth in Appendix A, attached to this contract and by this reference incorporated herein. The ~~2019-2020~~ 2022-2023 salary schedule shall be the ~~2018-2019~~ 2021-2022 salary schedule increased by eight and a half percent (8.5%). For ~~2020-2021~~ 2023-2024, the salary schedule shall be the ~~2020-2021~~ 2022-2023 salary schedule increased by ~~four and a half~~ six percent (6%). For ~~2021-2022~~ 2024-2025, the salary schedule shall be the ~~2020-2021~~ 2023-2024 salary schedule increased by ~~two~~ five percent (5%).

B. PERS Contribution

The District shall continue to “pick up”, or pay, the employee’s 6% retirement contribution. If the employee’s percentage is changed by law, the parties will meet to negotiate this section.

BC. Additional Duty Schedule

Compensation for additional duties shall be the amounts set forth in Appendix B of this contract and by this reference incorporated herein. Appendix B amounts will be increased in accordance with the provisions of Article 22, Section A.

ED. Extended Contracts

1. Educators required to perform their regularly assigned duties or accepting teaching assignments beyond their normal contract day or year will be paid at their per diem rate of pay.
2. Educators performing teaching or other work assignments in the 21st Century After School Program will be paid at the curriculum rate.
3. Educators voluntarily accepting pre-approved work assignments outside their normal responsibilities beyond their normal contract day or year (excluding site council meetings) will be paid at the curriculum rate. This rate shall be increased in the second and subsequent years of the Agreement in accordance with Appendix A.
4. As part of their professional responsibilities, educators are expected to attend up to two (2) school events outside their regular workday, such as Open House, Graduation or similar activity designated by the principal, that all staff are required to attend. Such school events shall receive trade time off on an hour-for-hour basis. The scheduling of such time off is to be arranged with the building principal. Educators will be notified by October 1 of which school events will qualify for trade time.
 - a. For an activity to qualify for trade time, three elements must be present: It must be outside the school day; 2) It must be pre-approved; 3) It must be an activity that is required.
 - b. Educator trade time will be tracked and kept up-to-date at each building and may not carry forward from one year to the next.
5. If an educator is willing to serve on a Site Council in their building, this service is not subject to compensatory time because it is voluntary. Educators who attend at least eighty percent (80%) of the scheduled meetings shall receive an annual \$300 honorarium for their service.

~~DE.~~ Extended Contracts: Special Education

All special education educators ~~employees~~, which shall include all educators assigned to any position that requires a special education endorsement, shall receive a monthly differential of ~~8%~~ 10% per year based on the rate of MA + 0 hours, step 1. ~~4,000 per annum~~, per annum in lieu of compensatory time for special education-related activities that are outside regular working hours (IEP staffings, etc.) and for up to 20 hours of District scheduled mandatory staff development time that is not within the regularly scheduled work day and is without any other additional pay or benefit.

All special education ~~educators~~ ~~employees~~ shall also be eligible for compensatory time for attending open houses and such other activities that are required of all educators in the building to which the educator is assigned as provided in Section C(4) of this Article.

This differential shall be prorated based on FTE.

All speech/language pathologists and school psychologists will be paid a monthly differential of 10% per year based on the rate of MA + 0 hours, step 1.

~~All speech/language pathologists will be paid an additional stipend of \$4,000 per school year.~~

~~All school psychologists shall receive a stipend of \$4,000 per school year.~~

~~EF.~~ ESOL & Language ~~Stipends~~Differentials -

1. Provide ESOL endorsement coursework in-house for all WSD educators with an expectation that the Endorsement requirements be fulfilled within the first five (5) years of employment.

~~12.~~ Once eligible, members will receive the ~~stipend~~ differential on an ~~annual~~ monthly basis.

2-2. Educators applying for the ESOL ~~stipend~~ differential or the Language ~~stipend~~ differential must show proficiency in written and spoken English by receiving an advanced level score in ~~listening/speaking and reading/writing~~ on an English Proficiency test approved by the Association and District, and, in addition, satisfy one of the criteria set forth below to be eligible for the ~~annual stipend~~ monthly differential(s). ~~The District will cover the cost of the English ACTFL;~~ the Association schedules the testing and provides the results to the educator.

~~3-43.~~ ESOL ~~Stipend~~Differential

Educators who satisfy the above English Proficiency criteria and one of the criteria set forth below shall be eligible for an ~~annual stipend of \$900~~ monthly differential in the amount of 3% (at the Masters+0, Step 1).

- a. Oregon ESOL Endorsement; or
- b. Verification of completion of a university or District approved ESOL program.

54. Oral Language Differential:

Educators applying for the Oral Language Differential who satisfy the English Proficiency criteria listed in Article 22 section E.2 and one of the criteria set forth below, shall be eligible for a monthly differential of 3% (at the Masters+0, Step 1).

- a. Passing the Spanish ORELA exam (listening/speaking components); or
- b. Scoring at the Advanced level on the ACTFL oral assessment in Spanish or Russian.

465. Full Language Stipend Differential

Educators applying for the Full Language Stipend Differential satisfy the above English Proficiency criteria and one of the criteria set forth below shall be eligible for a ~~an~~ annual monthly stipend differential of (3% for the listening/speaking components, plus 3% for the reading/writing components; at the Masters+0, Step 1). ~~an annual stipend of \$1,800.~~

- a. Passing the Spanish ORELA exam; or
- b. Scoring at the Advanced level on the ACTFL listening/speaking and reading/writing oral and written assessments in Spanish or Russian; or
- c. Holding a Spanish or Russian Language endorsement on their license.
- d. Having completed these endorsements under any previous WSD requirements.

576. Educators can qualify for any one or ~~both~~ any combination of these three (3) stipend differentials up to a maximum of nine percent (9%).

97. Educators will contact the Association Treasurer for information, ACTFL test scheduling, and forms to submit to the Human Resources Department to document that they qualify for the ESOL or Language differential(s). If correct paperwork is submitted by the 1st-10th of the month, the amounts of the differential(s) will appear in that month's check. If the correct paperwork is submitted after the 1st-10th of the month, the amounts of the differential(s) will appear in the following month's check.

6. ~~If the date of qualification for the stipend is after the beginning of the employee's contract year, or if the employee does not complete the entire contract year, the stipend will be prorated based upon the total days worked with the qualification/endorsement. The annual stipend will be paid to the teacher in December. However, if they earned a prorated stipend after December 10, it will be paid to them on the next available pay period.~~

FG. Initial Salary Placement and Credit for Prior Experience

1. On or before the date of signing of the initial contract, the educator shall be notified in writing of the estimated column, step, and amount of their base salary on the current WSD Salary Schedule. The District will determine an exact column, step, and amount on the current Salary schedule in cases when it has enough information to do so.

2. Professional educators shall be given column credit for successful completion of additional graduate credits earned through an accredited institution of higher education, after receipt of a bachelor's degree.

- a. Current educators can submit official transcripts of graduate level credits, which have not been previously credited to their salary placement, to Human Resources by June 30th, 2023. Upon submission of credits, Human Resources will apply the new salary placement within sixty (60) days. This pay is not retroactive to the date of hire.

~~32.~~ Licensed educators new to the District shall be granted a year of experience credit for each prior year of licensed education experience, or relevant experience as determined by the District.

~~42.~~ For every two (2) full years, to a maximum of ten (10) years of non-certified service in the military, Peace Corps, or documented teaching of ESOL, newly employed educators shall receive one (1) year of experience credit on initial salary schedule placement.

~~53.~~ An educator must have served a minimum of 135 days in a particular academic year and for a single employer in order to have that year counted as a year of teaching experience.

GH. Initial Salary Placement for Student Service Educators

Initial salary placement for Speech Language Pathologist, School Psychologist, school counselor, and school social worker educators who have completed licensure requirements in ~~the field of Speech Language Pathology or School~~ their respective fields, shall be placed no lower than MA +2040 on the

salary schedule. This placement will also apply for educators with these assignments who were hired prior to the 2022-23 school year.

HI. Credit for In-District Service

An educator must have served a minimum of 135 paid days in a particular contract year in a regular contracted educator capacity (not as a substitute) with the District in order to have that year counted as a year of educator experience for step advancement purposes.

II. Pay Dates

The regular pay date shall be on or before the 25th day of ~~the each~~ month. ~~The If opting to receive payment via check,~~ educators shall submit their proper mailing address to the District Office.

JK. Educational Advancement

An educator who completes coursework which qualifies them for a change on the salary schedule from one column to another during the year shall submit evidence of satisfactory completion to the District by August 1, October 1, February 1, or May 1 in order for the change to be effective in that month's paycheck. All coursework taken shall receive approval if it meets any of the following criteria:

1. Graduate level coursework; or
2. Coursework at any level designed to improve skills in a second language (English, Spanish, or Russian); or
3. Coursework at any level designed to improve skills in teaching English Language Learners.

All courses must have a grade of "C" or higher or "Pass" if the class is a pass/fail course.

L. Longevity Pay

Educators that do not receive an increment (educational or experience) step and are at the maximum pay schedule for columns 6, 7, and 8 shall receive an annual stipend amount in a separate payment in the December payroll. Stipend amounts shall be as follows:

Column 6 (MA+20, BA+100) \$ 820

Column 7 (MA+40) \$ 880

Column 8 (MA+60) \$ 940

M. Professional Growth Stipends

The District shall pay an annual stipend of \$2,000 to any educator who has met any of the following criteria:

1. Earned a doctorate degree; or
 2. Earned National Board Certification; or
 3. Earned an advance license from a recognized professional organization that is equivalent to National Board Certification in education or a field closely connected with education. (District and Association must both agree to this equivalency requirement).
-

ARTICLE 23 INSURANCE

A. District Contribution

The District's contribution for employee insurance benefits shall not exceed \$1550 per employee per month, effective October 1st, 201922. Effective October 1st, 2023, the District's contribution for employee insurance benefits shall not exceed \$1,418 \$1600 per employee per month. Effective October 1st, 2024, the District's contribution for employee insurance benefits shall not exceed \$1,468 \$1655 per employee per month. Such payment shall be applied toward the purchase of health, dental, life, and vision insurance plans. Any change in insurance plans, carrier, or level of coverage will be determined by the Association.

~~For the 2023-24 school year and the 2024-25 school year negotiations will be reopened for health care only, in May of 2023 for both the 23-24 and 24-25 school years, if costs exceed pool amounts.~~

B. Continuation

Any eligible employee, regardless of temporary or permanent status, who works the entire regularly scheduled school year shall receive insurance benefits for a full calendar year commencing on October 1st and terminating on the following September 30th. If employment is terminated prior to the end of a

school year, the District's payment of premiums for the employee's coverage shall cease as of the last day of the month they are employed.

Any employee who commences employment, or returns from an unpaid leave, after the beginning of the regularly scheduled school year, shall receive insurance benefits beginning upon the first of the month following the month in which employment commenced, except as otherwise provided for FMLA/OFLA. However, if the employee has been offered and has accepted a position with the District for the following school year, insurance benefit coverage shall be continued through September 30th.

C. Part-time Employees

The District shall contribute a portion of the insurance premium for employees who are scheduled to work more than twenty (20) hours per week but less than full-time. The District's contribution shall be prorated based on the ratio of the employee's scheduled work week to the normal full-time work week.

D. Domestic Partners

Insurance coverage for domestic partners will be subject to the same limitations and conditions applicable to other employees.

E. ~~Pooling of Insurance Premiums Pool~~

If, after the annual open enrollment period, some employees are enrolled in a grouping of medical, dental, and/or other plan options which are less costly than the above specified average District contribution, the Association shall administer the Insurance Pool according to the following provisions: shall confer with the District on the manner in which pooled funds will be distributed to employees. shall. The District shall provide the Association with the Insurance Pool balances no later than Nov. 1 on a yearly basis.

- a. Insurance Pool funds include all monies unexpended up to the District contribution, per employee per month, and all funds from eligible employees who opt out of the insurance program.
- b. Pool fund calculations will be verified by the Director of Business Services, and Director of Human Resources, prior to Association member notification.
- c. Insurance Pool funds are to be used to offset the out-of-pocket portions of the premiums of Association members.
- d. ~~Unexpended Insurance Pool funds will be carried over to the next year.~~

- e. The District will inform the WEA President via email when changes impact the Insurance Pool funds. The District and the Association will share the responsibility for notifying the membership of changes to the pool.

Distribution of pooled ~~amounts~~ monies will occur immediately after the open enrollment period ends. Employees may opt-out of district insurance at any time, provided the district receives a certificate of insurance coverage from the employees' ~~other~~ alternative insurance carrier. All opt-out monies will automatically be pooled, ~~but only~~ and made available to be disbursed, immediately after the open enrollment period. Married couples or domestic partners who both work for the district can choose to have their spouse/partner opt out of coverage and have those monies applied towards the out-of-pocket insurance expenses for the other spouse/partner. If there are any unused monies after that, ~~it~~ they will be applied to the Insurance Pool.

Employees selecting a high-deductible plan, that may be paired with a Health Savings Account (HSA), may receive a monthly contribution into a Health Savings Account. The contribution will be the difference between the district insurance cap and the total premium, with a maximum contribution of ~~\$250~~ \$300 per month. Any remaining unused monies will return to the pool.

F.- Benefits Into Retirement

Subject to such restrictions as the insurance plan provider may apply, the retiring employee may continue any part, or all, of the District insurance plans after they retire at their own expense.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

For ERB Use Only

Case No. ME-001-23

Date Filed 3/21/23

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 4 - Management Rights (A)3, 4 Proposal to limit subcontracting	N/A	0	0	0	0	No Cost
Article 6 - Grievance Procedures: A(2), C(2),(C)(7). (D) Proposal to amend grievance procedures to streamline process and include just cause arbitration for termination.	N/A	0	0	0	0	No Cost
Article 8 - Just Cause (A), Due Process (B)(1), (3), (C) Proposal to add just cause for licensed educator termination. Also - defines due process to include notice along with the nature and context of a investigatory meeting.	N/A	0	0	0	0	No Cost
Article 14 - Working Hours and Workload, (C) Class Size/Workload Class Size and Caseload Caps in Special Education and Grades K, 1, 2, and 3. WEA estimates 10 new educators required. Calculated at average licensed staff salary at \$113,396.25 ea. Positions would not be added until 2023-2024 School Year	N/A	0	\$1,304,170.27	\$1,369,378	\$2,673,549.06	Average educator cost (including roll up) x 10. Adjusted in each year by COLA.
Article 14 - Working Hours and Workload , (B)Preparation Time Increases Preparation time for educators from 290 minutes a week to 350 minutes per week.	NA	0	0	0	0	No Cost
Article 14(B)(1)(e) - Additional Prep Stipend \$1000 stipend for each prep in excess of 3 preps. Projected to impact 40 Secondary teachers.	NA	0	\$27760	\$55520	\$83280	Estimated 20 stipends multiplied by roll up. Starting in second year of contract.
TOTAL (for each column)	NA	0	1331930.3	1424898	2756829.06	

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Article 14: Working Hours and Workload (B)(4) Loss of Preparation Period will become compensated at the higher of the curriculum or per diem rate. Educators will not be required to give up prep or receive additional students more than twice a week.	Curriculum Rate of \$37.41 x 50 days of occurrence (14028.75)	\$3754	\$3754	\$3754	\$11264.26	Difference between calculated per diem rate (\$355.67) vs. curriculum rate (\$280.57). Estimated as increase each year at 50 days of occurrence.
Article 19 Paid Leaves, (A) Sick Leave. Educators will receive 11 days of sick leave per year.	\$1,040,584	\$104,058.36	\$109,261.27	\$114,724.34	\$328,043.98	SQ: 347 educators times the sub rate (\$299.88) x 10 sick days each year. Assumes 5% increase in sub rate in 23-24, 24-25
Article 19, Paid Leaves A(6),(7) Clarifies use of sick leave for mental health and to be used in 1/2 hour increments.	NA	0	0	0	0	NO COST
Article 19, Paid Leaves (D) Injury on duty. Ability to use paid sick leave to cover any difference in gross compensation and workers' compensation.	NA	0	0	0	0	No Cost. Employees are already on leave. Sub is already covered.
Article 19, Paid Leaves, (E)(1) Personal Leave Ability to use personal leave in 1/2 hour increments. Ability to access leave adjacent to a break or holiday. And ability to cash out unused days at per diem rate.	NA	0	0	0	0	No Cost.
Article 19, Paid Leaves (3)(G)(1), (2), (3) Employer to pay Paid Leave Oregon payroll deductions. Parties will meet to discuss implementation.	NA	NA	\$155,909.64	\$165,264.22	\$321,373.86	.6% employee portion of gross wage of \$23,949,253.82 in 22-23. Increased gross wages by proposed COLAs in second and third year.
TOTAL (for each column)						

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Article 19 Paid Leaves, (H) Flex Time/Comp Time May flex time in place of personal or sick leave.	NA	0	0	0	0	No Cost.
Article 19 Paid Leaves, (I) Sick Leave Bank add domestic partner eligibility or other family member. FMLA/OFLA qualifying leaves who have exhausted leave banks will be able to access up to 5 days. Adjusted available leave hours and procedures for approving leave.	NA	0	0	0	0	No Cost.
Article 22 - Professional Compensation (A) Salary Schedule COLAS: Retro 8.5%, 6%, 5%	\$23,949,253. 82	\$2,809,247. 47	\$4,960,800.5 4	\$6,861,339. 08	\$14,631,387	Year 1 is the increase in 8.5% cola to actual wages, with the difference being rolled up 38.8%. In Year 2, the increases in year 1 are combined with the 6% COLA and roll up. In Year 3, the increases in year 1 and 2 are combined with the 5% COLA and roll up for a total cost of roughly \$14,631,387 over the status quo payroll.
Article 22, Professional Compensation, (E) Extended Contracts: Special Education. Increase SPED differential from 8% to 10% of base rate of MA column. Increase SLP/School Psychologist differential from 8% to 10% of base rate of MA column.	\$210,945.60	\$56,774.40	\$60,180.86	\$63,189.90	\$180,145.17	Difference of 1182.80 x 48 people on top of the status quo of \$210,945.60
Article 19, Paid Leave Additional days for those with exhausted leave(5, 3, 3)	NA	\$14,994	\$9,446.22	\$9,918.53	\$34,358.75	Estimated that 10 individuals will qualify for the leave. Total of 50 days, 30 days, and 30 days in each year respectively. Calculated at the rate of sub pay of \$299.88 with a 5% escalator in that rate each year.
Article 22, Professional Compensation, (F) ESOL Language Differentials Modify \$990 stipend to a 3% differential for ESOL, Oral Language, and Full Language. Not to exceed 9% cumulatively.	\$468,382.50	\$841,554.71	\$1,176,479.5 1	\$1,229,373. 4	\$1,842,260	SQ: 76 @ 900, 25@1800, 83@2700 Proposed: 3% rather than \$900 at each interval.
TOTAL (for each column)						

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Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 22, Professional Compensation, (G) Initial Salary Placement and Credit for Prior Experience Proposal requires district to give estimated wage before contract is executed. All graduate credit will apply to placement on the salary schedule.	NA	\$31,103.95	\$4,147.19	\$4,147.19	\$39,393.34	Estimate that roughly 15 educators will move on the salary schedule at an average salary of \$69,119.89 in Year 1. Column movement left to right is roughly 3%. In years two and three we predict no more than 2 new hires each year would be impacted.
Media Costs	NA	\$7000	\$7000	\$7000	\$21,000	\$1000 per media center at seven sites.
Article 22, Professional Compensation, (J) Pay Dates Proposal causes regular pay date to be the 25th of each month.	NA	0	0	0	0	No Cost
Article 22, Professional Compensation, (L) Longevity Pay Longevity stipends of \$820, 880, 940 for educators topped out in the MA +20, +40 and +60 Columns	NA	\$116,991.54	\$125,511.85	\$132,368.36	\$375,971.75	Year 1: 40, 19, 37 Year 2: 44, 22, 38 Year 3: 48, 22, 39 Numbers of those topped out in each column respectively.
Article 22, Professional Compensation, (M) Professional Growth Stipends \$2,000 per educator who qualifies for National Board Certification, Doctorate Degree, Earned advanced license from another National Board	NA	\$13,878	\$13,878	\$13,878	\$41,634	Estimated 5 educators with PHDs.
Article 23 Insurance 22-23: \$1550/mo 23-24: \$1600/mo 24-25: \$1655/mo	\$6,112,752	\$341,448	\$341,448 + \$208,200	\$341,448 + \$208,200 + \$229,020	\$1,669.764	Increase of \$82 x 347 educators x 12 months for year 1. Year 2: 347 X \$ 50 x 12. Year 3: 347 x \$55 x 12
TOTAL (for each column)						

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

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Case No. ME-001-23Date Filed 3/21/23**Projected Increase/Decrease in Each Year**

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Adding 3 Additional Language Coordinators	NA	\$246,071.18	\$260,835.46	\$273,877.23	\$780,783.87	1 existing, 2 new positions each position escalated by the COLA over the course of the three years.
TOTAL (for each column)						