

COLLECTIVE BARGAINING AGREEMENT

between

WOODBURN SCHOOL DISTRICT 103

Marion County, Oregon

and

WOODBURN EDUCATION ASSOCIATION

July 1, 2022 through June 30, 2025

TABLE OF CONTENTS

Noting tentative agreements (TA)

PREAMBLE - TA	1
ARTICLE 1 STATUS OF AGREEMENT - TA	2
ARTICLE 2 NEGOTIATION OF A SUCCESSOR AGREEMENT - TA	4
ARTICLE 3 ASSOCIATION COMMUNICATIONS AND RIGHTS - TA	5
ARTICLE 4 MANAGEMENT RIGHTS	8
ARTICLE 5 TEACHER ADMINISTRATION LIAISON - TA	9
ARTICLE 6 GRIEVANCE PROCEDURES	10
ARTICLE 7 EVALUATION - TA	15
ARTICLE 8 JUST CAUSE	17
ARTICLE 9 PERSONNEL FILES - TA	18
ARTICLE 10 COMPLAINT PROCEDURE - TA	20
ARTICLE 11 VACANCIES AND TRANSFERS	21
ARTICLE 12 WORKING CONDITIONS	25
ARTICLE 13 EDUCATOR WORK YEAR- TA	27
ARTICLE 14 WORKING HOURS AND WORK LOAD	28
ARTICLE 15 INITIATING DISTRICT PROGRAMS - TA	33
ARTICLE 16 SUBSTITUTES	33
ARTICLE 17 NONDISCRIMINATION - TA	34
ARTICLE 18 REDUCTION IN STAFF AND RECALL - TA	35
ARTICLE 19 PAID LEAVES	38
ARTICLE 20 UNPAID LEAVES - TA	44
ARTICLE 21 TUITION REIMBURSEMENT - TA	46
ARTICLE 22 PROFESSIONAL COMPENSATION	49
ARTICLE 23 INSURANCE	53
ARTICLE 24 DUES AND PAYROLL DEDUCTIONS - TA	56
ARTICLE 25 STRIKES AND LOCKOUTS - TA	57
ARTICLE 26 YEAR-ROUND EDUCATION - Delete	58
ARTICLE 27 MISCELLANEOUS PROVISIONS - TA	60
ARTICLE 28 PROFESSIONAL ISSUES COMMITTEE - TA	61
ARTICLE 29 SMALL SCHOOLS - Delete	62

ARTICLE 30 DURATION	63
APPENDIX A – SALARY SCHEDULE 2019-2020	64
APPENDIX A – SALARY SCHEDULE 2020-2021	65
APPENDIX A – SALARY SCHEDULE 2021-2022	66
APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE 2022-2023	70
APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE 2023-2024	70
APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE 2024-2025	70
ATHLETIC POSITION RANKINGS	70
EXTENDED SEASON PAY AND ACTIVITY SUPERVISION	71
ACTIVITY/ACADEMIC EXTRA DUTY SCHEDULE 2019-2020	72
ACTIVITY/ACADEMIC EXTRA DUTY SCHEDULE 2020-2021	73
ACTIVITY/ACADEMIC EXTRA DUTY SCHEDULE 2021-2022	74
ACTIVITY/ACADEMIC POSTION RANKINGS	75
Appendix C - GRIEVANCE FORM	77

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, bur 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.

~~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.~~

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*.

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

1. 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:

- a. 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.
- b. 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.

2. Aggrieved Person:

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

3. 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 ~~day throughout the calendar year when the District office is open~~ of the 195 contract days of licensed educators throughout the calendar year. 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 grievance 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 ~~1, 2 and 3~~, 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 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 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 the Association and shall be final 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.

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 11: Assignments, Vacancies & Transfers

A. Notice of Assignment

1. Educators seeking a change of assignment within their building for the following school year may communicate their interest to their building administrator and HR Director, in writing, prior to February 1st.
2. Grade and subject assignments shall be made by the District. Any reassignment shall be based on the consideration of, but not limited to, voluntary expression to move in A(1) Above.
3. On or before June 1, the District shall notify educators of their anticipated work assignment and work hours for the following school year.
4. Any positions that are unfilled will be posted as vacancies pursuant to B(2) below.

B. Vacancies

1. At the time of notification of an educator's position being eliminated, they will be informed of openings within their building and within the district. The filling of these vacancies will be prioritized before the internal or external hiring processes.
2. If a licensed position becomes available, the position will be posted both internally and externally simultaneously. Open positions will be communicated via the district website.
3. Any qualified bargaining unit in-house candidate who applies will be granted an interview. If an in-house applicant is selected by the hiring process they will be offered the position. The subsequent teaching vacancy will trigger the process set forth above again.
4. If an in-house applicant is not selected for the position by the hiring process, they may request a post-interview discussion. At this time the hiring process transitions to external applicants.
5. This process will apply to regular positions only. This process will not be used for temporary or substitute positions.
6. The district will continue to maintain the right to make final assignments/hiring decisions.

C. Involuntary Transfer

1. Involuntary transfers will be initiated only after the process for vacancies above has been completed.
2. Whenever possible, if the District anticipates an involuntary transfer may be necessary, they will give notice of the potential transfer to any potentially affected educator within five (5) working days of this determination. The appropriate administrator shall meet with the affected educator(s) for the following purposes:
 - a. The District will inform the educator of the decision for the potential transfer;
 - b. The District will inform the educator of any known vacancies;
 - c. The educator can give input on their preferences with any available vacancy and/or apply for a voluntary transfer as outlined above.
 - d. After considering all such input, the District shall make their final decision within ten (10) days of notification, regarding the involuntary transfer and must inform the educator in writing of their decision.
 - e. Any educator who is involuntarily transferred will be given sixteen (16) hours of pay at curriculum rate.

D. Reassignment and Transfer Compensation

1. Secondary Educators who are reassigned by the District to teach in areas of endorsement for the upcoming school year that they have not taught within the last five (5) years shall be given sixteen (16) additional hours of pay at curriculum rate for planning, paid on the September paycheck.
2. An Elementary educator who is provided notice of change in grade level(s), or language strand will be given sixteen (16) hours of pay at curriculum rate for planning.
3. Notification outside the adopted school year calendar must be made to home address, by personal telephone or work email.

E. Moving Compensation

1. Any educator notified of movement between classrooms or offices at any time during the school year shall be given sixteen (16) hours of pay at curriculum rate. Notification outside the adopted school year calendar must be made to home or by personal telephone and work email.
2. The District shall transport the educator's school-related materials, as well as any classroom furniture, equipment, books and supplies that are designated by the District to move with the educator.

F. Summer School Positions

Summer school positions shall be posted electronically. Any educator wishing to be considered for a summer school position, shall submit an application via the District's online application process. The District will send out email notification to all certified staff when summer school positions are posted. The District will email the Union President of summer school openings once positions are posted on the District website. The application process will be streamlined and not require items such as: Transcripts, letters of reference, reference checks, and letter of intent. Educators shall be notified as to whether they are selected for a position—Every Summer School educator will be provided with a summer school contract, which includes the rate of pay, on or before the start of Summer School.

~~ARTICLE 11 — VACANCIES AND TRANSFERS~~

~~A. Definitions~~

- ~~1. — Work Assignment: The grade level (elementary) or area of endorsement (any level) in which an educator is placed.~~
- ~~2. — Vacancy: A position that is unfilled, or anticipated to be unfilled.~~
- ~~3. — Transfer: A change from one building or work site to another, which may or may not also result in a change in work assignment.~~

~~B. Notice of Assignment~~

- ~~1. — On or before June 1, the District shall notify educators of their anticipated work assignment and work hours for the following school year. Educators seeking a change of assignment within their building for the following school year, may communicate their interest to their building administrator, in writing, prior to February 1.~~
- ~~2. — Grade and subject assignments shall be made by the District.~~
- ~~3. — Any educator who is provided notice of change in grade level(s) at the elementary level, and/or area(s) of endorsement at any level, resulting in at least a fifty percent (50%) change in assignment to accommodate the District after August 15, will be given sixteen (16) hours of pay at curriculum rate for planning. Notification outside the adopted school year calendar must be made to home address or by personal telephone and work email.~~
- ~~4. — Educators who are assigned by the District after June 1, to teach in areas of endorsement for the upcoming school year that they have not taught within the last five (5) years, shall be given sixteen (16) hours of pay at curriculum rate for planning, paid on the September paycheck.~~

~~C. Vacancies~~

- ~~1. — Posting of Vacancies:~~

~~Except as noted in paragraph 3 below, the District shall electronically publish a notice of all licensed bargaining unit openings and all extra-duty position openings as soon as they occur.~~

~~2. Application to Fill a License Bargaining Unit Vacancy:~~

~~Any educator who wishes to fill a vacancy shall submit an application to the Superintendent or designee within the allotted time for application. Any educator who applies for and meets the minimum qualifications of a licensed bargaining unit position, shall be granted an interview.~~

~~3. Exceptions:~~

~~Positions filled by an educator returning from leave, a temporary educator, an in-building reassignment, or a transfer pursuant to Part E hereof, shall not be considered as a vacancy for purposes of the above provisions.~~

D. Voluntary Transfer

~~1. For purposes of this Article, a voluntary transfer shall be defined as a transfer that is initiated by the educator, or initiated by the District and agreed to by the educator.~~

~~2. Any educator desiring a transfer for which a vacancy does not already exist, shall make their request in writing on or before February 1, in order to be considered for the following school year.~~

~~3. Applications for transfer must be renewed annually in order to remain valid.~~

~~The District may transfer an educator regardless of whether or not the position is currently posted as a vacancy.~~

~~4. This section in no way invalidates any educator's right to apply for and be considered for vacancies at any time they might occur.~~

~~5. The District shall retain the right to select the individual it believes to be most qualified for the position, regardless if the person is employed in the District or not.~~

6. — Any educator denied a voluntary transfer shall be notified in writing and shall have the right to confer with the Superintendent regarding the denial.

E. Involuntary Transfer

1. For the purpose of this Article, an involuntary transfer is a transfer initiated by the District and not agreed to by the educator.
2. Criteria for involuntary transfers include, but are not limited to:
 - a. — District instructional requirements
 - b. — Staff availability, experience, and qualifications
 - c. — District experience (seniority)
 - d. — Program needs
 - e. — School goals
 - f. — Other considerations as determined by the District
3. Notice of Possible Transfer

Before a decision to transfer an educator is finalized, the current administrator shall meet with the educator to discuss:

 - a. — That a transfer is being considered
 - b. — The reason(s) for the possible transfer
 - c. — A suggested time for a meeting to further discuss the possible transfer if the educator desires, as specified in Article 11.E.4.
4. Meeting

A meeting to discuss the possible transfer will occur with the educator, the Association President, and the current administrator, at which time the educator will be notified of the reasons for the transfer and the possible new assignment.
5. — Notice of Transfer

After the meeting specified in Section E (4) above has occurred, or after the scheduled time for meeting has passed, the Superintendent or their designee shall

~~provide the educator with written notification of the transfer decision.~~

6. ~~—~~ Appeal of transfer decision

~~The educator shall have the right to meet with the Superintendent or their designee to appeal the transfer decision at a mutually agreeable time. The educator shall have the right to have an Association representative present at the meeting. The educator will receive in writing the appeal decision within 14 calendar days of the appeal meeting.~~

F. ~~—~~ Moving

1. ~~—~~ Any educator notified of movement between classrooms or offices after August 15, or at any time during the school year, shall be given eight (8) hours of pay at curriculum rate. Notification outside the adopted school year calendar must be made to home address, or by personal telephone *and work email*.
2. ~~—~~ The District shall transport the educator's school-related materials, as well as any classroom furniture, equipment, books and supplies that are designated by the District to move with the educator.

G. ~~—~~ Summer School Positions

~~Summer school positions shall be posted electronically. Any educator wishing to be considered for a summer school position, shall submit an application via the District's online application process. The District will send out email notification to all certified staff when summer school positions are posted. The District will email the Union President of summer school openings once positions are posted on the District website. The application process will be streamlined and not require items such as: Transcripts, letters of reference, reference checks, and letter of intent. Educators shall be notified as to whether they are selected for position.~~

ARTICLE 12 WORKING CONDITIONS

A. Telephone Use and Workspace

1. The District will provide access to a district phone for all itinerant and non-itinerant educators. Itinerant educators are those who are assigned to more than one building or school and who spend at least 25% of their assignment in more than one building.

2. If access to a district phone is not or cannot be provided to educators as in A.1 above, the district will provide a virtual voice service.

3. When necessary, arrangements may be made with the building administrator for the use of a private workspace to allow privacy-and quiet for online work assigned, confidential conversations, or when making confidential calls regarding students. If a private onsite work space is not available they may request approval from their supervisor to perform this assigned duty from a alternate location.

5. The District will provide all employees with a secure (lockable) storage place for personal items. This may include a desk, locker, storage cabinet, closet, or file drawer.

~~A. Telephone Use~~

~~Arrangements may be made with the building administrator for the use of a telephone to allow privacy for conversations when making confidential calls regarding students.~~

B. Reference and Professional Materials

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the District shall provide educator reference materials in each school in the District and include therein all texts that are reasonably requested by the educators of the school and are collectively agreed upon by the educators and/or teams and the building administrator within the funds allocated. Media Centers in the District shall be funded for reference materials at a minimum rate of \$1000 per year.

C. Safety

Educators shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or wellbeing. ~~The District Safety Committee will consist of representatives appointed by the District and the Association. The District will abide by all local, state and federal workplace health and safety regulations and communicable disease health protocols.~~

~~A complaint claiming a violation of this section, should first be addressed to the District Safety committee. If the educator is not satisfied with the result, the complaint will be filed to the proper~~

~~state agency, and a report make to the School Board. This complaint will not serve as a basis for a claim of violation of this Agreement.~~

1. In an effort to protect the health and continuity of learning of Woodburn staff and students,- the district shall implement the following measures:

- a. Provide, and make readily available, hand sanitizer in every teaching/learning area.
- b. Provide PPE for use in accordance with ODE, OHA, and CDC recommendations (e.g. face coverings sized and designed to capture aerosol droplets (e.g. KN95 masks) for educators and students aged 5 and above, gloves, approved hand sanitizer, tissues, single-use disinfectant wipes, etc.)
- c. If an Educator has safety concerns regarding in person meetings with non-WSD participants the Educator may bring the concern to the attention of the principal.

2. A complaint claiming a violation of this section may be filed with the proper state agency.

~~D. Inclement Weather and School Closures~~

~~The District Superintendent or a delegated authority may call for school closures, due to inclement weather or for other valid reasons. When school is closed due to transportation problems caused by inclement weather, educators shall not be required to report for work. Days not worked pursuant to school closures, shall not result in a loss of pay for educators. Any pre-arranged leaves (including but not limited to sick leave, family illness leave, bereavement, or personal leave) will not be deducted from leave balances on days that schools are closed due to inclement weather or hazardous conditions. However, the Board may, at its discretion, make up all or a portion of such days without additional compensation. The Board will notify the Association no later than the day following the April Board meeting, whether any day or portion thereof, will be made up. In the event a closure happens after the April Board meeting, the Board will address the closure at the next Board meeting. If school reporting time is delayed for students, reporting time for educators will be delayed the same amount of time.~~

D. Indoor Air Quality

If there is a health emergency declared by the State/OHA that affects indoor air quality measures, the District and Association shall meet within two work weeks to discuss implementation of state guidance.

E. Short-term School Closures

1. Definitions:
 - a. Short-term: Any period from one (1) to several days
 - b. School closure: The District cancels school and directs educators *not* to report for work for an entire day or several day(s)
 - c. Late Start: The District directs educators to report for work at a time later than the usual start time.
 - d. Extended School Closure: See F.1.A below
2. The District Superintendent or a delegated authority may call for short-term school closures due to inclement weather or for other valid reasons. When school is closed due to transportation problems caused by inclement weather or for other valid reasons, educators shall not be required to report for work
3. Every effort will be made to notify educators and school staff by 6:00 a.m. of a late start or short-term school closure using a system of the district's choosing. If school reporting time is delayed for students, reporting time for educators will be delayed the same amount of time.
4. Days not worked pursuant to short-term school closures shall not result in a loss of pay for educators. Any pre-arranged leaves (including but not limited to sick leave, family illness leave, bereavement, or personal leave) will not be deducted from leave balances on days that schools are closed due to inclement weather or hazardous conditions.
5. However, the Board may, at its discretion, make up all or a portion of such days without additional compensation. The Board will notify the Association no later than the day following the April Board meeting whether any day or portion thereof will be made up. In the event a closure happens after the April Board meeting, the Board will address the closure at the next Board meeting.

F. Extended School Closure

1. Definitions
 - a. Extended school closure: The time limits of this type of extended closure may be determined by District, State, or Federal authority and exceed "several days," to which the provisions in Article 12.E above would normally apply.

2. Safety (Auxiliary to CBA Article 12.C.)

The District will follow regulations put in place by federal, state, and/or local regulatory agencies in response to the incident causing the extended school closure.

3. Ending of Closure/Partial Closure

Upon request, the District and Association will meet to discuss issues that may arise in connection to reopening plans.

G. Electronic Surveillance

The primary purpose of electronic surveillance is to ensure the health, welfare and safety of all educators, students and visitors to District property and to safeguard District facilities and equipment. As such, the District and the Association agree:

1. Such equipment shall not be used in classrooms (except gyms) or private offices without prior notice regarding purpose and use.
2. Information derived from *electronic* surveillance will not be used as the sole basis for the professional evaluation of an educator. Information derived from video surveillance will be used in accordance with the standards of just cause.
3. For the term of this agreement, the Professional Issues Committee will review the type and frequency of incidents involving members and electronic surveillance as they relate to member discipline.
4. Electronic records will be kept in accordance with Oregon records retention law.

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 minutes per week.

1. Middle and High School Classroom assigned Educators, including Specialists
 - a. Middle and high school classroom assigned educators teaching more than one unique course per day shall be provided a minimum of 290 minutes per week.
 - 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. Middle and High School educators shall also be scheduled additional blocks of not less than 30 minutes to provide a total minimum of 290 minutes per week of preparation time.
 - d. If the instructional period is shortened to less than 45 minutes, the weekly total must remain at the 290 minute minimum.
 - e. 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
 - i. 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.
 - ii. 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.

- iii. 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.
 - i. 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.
 - ii. 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.
 - iii. 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:

- ~~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.~~
- ~~b. Educators required to attend meetings during their scheduled preparation time, shall receive their per diem rate for the time involved.~~

- a. Educators who cover an unfilled vacancy during their prep time will be compensated at the per diem or curriculum rate, whichever is higher, for substitute work. 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. Non-special education educators required to attend meetings during their scheduled preparation time shall receive their per diem rate for the time involved.
- b. 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:

- a. 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:

- a. 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.~~

The District and WEA agree that the student-educator ratio is an important factor in maintaining quality education and agree to establish a class size/student load committee to address concerns from educators or administrators regarding class size issues.

1. An educator who believes their class size/student load is excessive compared to other educators in the District may discuss the situation with the principal. If not satisfied with the response at this level, the educator may discuss the matter with the assistant superintendent and may suggest option(s) for the District's consideration. If not satisfied with the response at this level, the educator, upon request either to the Association president or to the assistant superintendent, will have their concern addressed by the class size/case load committee within twenty (20) school days of making the request and providing information the committee may require.

2. The Association president shall be provided with a District print-out of class size and/or student load/case load by school and by individual class by the end of the third full week of school and by the end of the third full week of the second semester of each school year.
3. By the end of the third full week of school each year a committee of three (3) members appointed by the Association president and three (3) administrators will meet to review class sizes and student load/case loads, consider options, and formulate recommendations to the Superintendent for consideration. The committee will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):
 - a. The number of students in the class and/or the student load/case load
 - b. School and District class size/student load/case load averages
 - c. The number and characteristics of special need students
 - d. The instructional level of the classroom (e.g. primary, intermediate, etc.)
 - e. The educator's professional experience
 - f. The amount of instructional assistant time or specialist assistance provided
 - g. Other factors as suggested by the educator
4. In situations where the committee determines an adjustment is warranted, the committee will consider recommending the following options:
 - a. Additional instructional tools
 - b. Transfer/reassignment of licensed educator(s)
 - c. Additional educational assistant time in the classroom(s)
 - d. No changes due to financial/physical space/time limitations
 - e. Other options mutually agreed to between the educators and administrators on the committee
 - f. Development of blended classroom(s)
 - g. Transfer/reassignment of students
 - h. Additional instructional support staff
 - i. Flexible grouping strategies may be used to support core instructional blocks

- j. Additional professional release may be provided to the teacher for planning, assessment, and parent conferences
- k. Additional licensed staff may be hired, subject to funding and/or the capacity of the building.

ARTICLE 16 SUBSTITUTES

~~Educators may make known their wishes as to which substitute they would prefer for the duration of their absence. It is understood that the District shall be under no obligation to retain that particular substitute. Educator feedback regarding substitutes shall be taken into account by the district for future substitute assignments.~~

WSD will proactively address the need to secure substitutes to cover educator absences throughout the school year.

A. Colleagues Covering Unfilled Vacancies

1. Educators who cover an unfilled vacancy during their prep time will be compensated at the per diem or curriculum rate, whichever is higher, for substitute work.

B. Retiring WSD Educator Preference for Long-Term Positions

1. WSD will offer retiring educators preference in the application process for the long-term substitute opening for their former position if they retire prior to the end of the school year.

C. General Provisions

1. If a teacher has previously assigned or been assigned a bilingual sub in advance of the absence, building administrators will recognize the importance of continuity of language instruction and make every effort to prioritize students' need to receive instruction in the appropriate language by not reassigning a substitute that is not proficient in the target language.
2. Educators will provide any available plans to the building administrator or their designee. If plans are not available, the administrator or their designee may assist in the creation/provision of lesson plans. Educators assigned to assist in the creation of such plans, outside of their regular working hours or during their prep time, will be compensated for time spent creating such plans at either the per diem or curriculum rate, whichever is higher.
3. Educators will enter their absence in Frontline or other absence management system used by the district as soon as the need to be absent is known.
4. Educators may make known their wishes as to which substitute they would prefer for the duration of their absence. It is understood that the District shall be under no obligation to retain that particular substitute. Educator feedback regarding substitutes shall be taken into account by the district for future substitute assignments.

ARTICLE 19 PAID LEAVES

A. Sick Leave

1. Each educator shall receive ten (10) 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 prorate basis.
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.~~ The employee's sick leave balance shall be printed on their monthly pay stub, and also be available via the employee portal.
5. The annual ten (10) 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 of the employee ~~or to care for their child, by adoption or birth, who resides in the employee's household~~ or any medical or mental health appointment of the employee. These uses extend to the employee's child, by adoption or birth, spouse/domestic partner or other family member where paid leave is provided under and as set forth in state or federal law. ~~Sick leave may be also used for any reason set forth in state or federal law.~~
7. Sick leave which does not interfere with instruction or require a substitute 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 and may use their existing sick leave to supplement Paid Leave Oregon 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 ~~participate in~~ be allowed 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. Employees may ~~make a claim for sick time, but the same shall be reduced by the sums paid employee by Workers' Compensation~~ 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 flexibly as desired by the educator and shall be non-accumulative. ~~Half days may be used. Personal leave may be taken as full days, or half-days. With the approval of the administrator, time taken which does not interfere with instruction, may be made up with trade 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. With the approval of the administrator, personal time which does not interfere with instruction or require a substitute, may be taken in ½ hour increments, with a one (1) hour minimum.~~
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 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.

3. 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.

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.~~
2. The District and the Association recognize that Paid Leave Oregon legislation will be implemented during the course of this Agreement. Both parties agree to meet to reconcile the new guidelines within fifteen (15) business days of publication of the applicable regulations by the regulatory agency.
3. In the interim, beginning in January 2023, 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.

H. Flex Time/Comp Time

An educator may request flex time that does not impact student contact time, and does not require a substitute, 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.
 - 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 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 the SLB Committee.
- 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.

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 ~~three~~ four percent (~~3~~ 4%). For ~~2020-2021~~ 2023-2024, the salary schedule shall be the ~~2019-2020~~ 2022-2023 salary schedule increased by ~~four and a half~~ five percent (~~4.5~~ 5%). For ~~2021-2022~~ 2024-2025, the salary schedule shall be the ~~2020-2021~~ 2023-2024 salary schedule increased by four ~~and a half~~ (~~4.5~~ 5%). 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.

B. 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 with the provisions of Article 22, Section A.

C. 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: 1) 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.

D. Extended Contracts: Special Education:

All special education employees, which shall include all educators assigned to any position that requires a special education endorsement, shall receive ~~\$4000~~ a monthly differential of 10% per year based on the rate of MA + 0 hours, step 1 per annum, in lieu of compensatory time for special education related activities that are outside regular working hours (IEP staffing's, 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 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.

All speech/language pathologists and school psychologists ~~shall receive a stipend of \$4,000 per school year~~ will be paid a monthly differential of 10% per year based on the rate of MA + 0 hours, step 1.

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

E. ESOL & Language Stipends Differentials:

1. Once eligible, members will receive the ~~stipend~~ differential on an ~~annual~~ monthly basis.
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 speaking and writing on an English Proficiency test approved by the Association and District, and satisfy one of the criteria set forth below to be eligible for the ~~annual stipend(s)~~ monthly differentials. The Association schedules the testing and provides the results to the Educator.
3. 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
4. Language Stipend Oral Language Differential:
Educators applying for the Language ~~Stipend~~ Differential who satisfy the ~~above~~ English Proficiency criteria listed in Article 22 section E.2 and one of the criteria set forth below, shall be eligible for an ~~annual stipend of \$1800~~ 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 ~~and written~~ assessment in Spanish or Russian; or
 - c. ~~Hold a Spanish or Russia Language endorsement on their license~~
5. Full Language Differential
Educators applying for the Full Language Differential satisfy the above English Proficiency criteria and one of the criteria set forth below shall be eligible for a monthly

differential of 3% for the listening/speaking components, plus 3% for the reading/writing components; at the Masters+0, Step 1).

- a. Passing the Spanish ORELA exam; or
 - b. Scoring at the Advanced level on the ACTFL listening/speaking and reading/writing 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.
6. Educators can qualify for one or ~~both of these stipends~~ any combination of these three (3) differentials (up to a maximum 9% differential).
7. ~~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 10th, it will be paid to them on the next available pay period. 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 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 of the month, the amounts of the differential(s) will appear in the following month's check.~~

F. Credit for Prior Experience Initial Salary Schedule Placement:

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

placement.

4. 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.

G. Initial Salary Placement for Student Service Educators

Initial salary placement for Speech Language Pathologists, ~~and~~ School Psychologists, School Counselors and School Social Workers ~~Educators~~ who have completed licensure requirements in their respective fields of Speech Language Pathology or School Psychology, shall be placed no lower than MA+20 ~~+40~~ on the salary schedule. This placement will also apply for educators with these assignments who were hired prior to the 2022-23 school year.

H. 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.

I. Pay Dates:

The regular pay date shall be on or before the 25th day of the month. The educators shall submit their proper mailing address to the District Office.

J. 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 1st, October 1st, February 1st, or May 1st 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.

K. Longevity

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

L. 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 a National Board for Professional Teaching Standards Certification

ARTICLE 23 INSURANCE

A. District Contribution

The District's contribution for employee insurance benefits shall not exceed ~~\$1,368~~ \$1468 per employee per month, effective October 1st, ~~2022-2019~~. Effective October 1st, ~~2023~~ 2020, the District's contribution for employee insurance benefits shall not exceed ~~\$1,418~~ \$1,550 per employee per month. Effective October 1st, ~~2024-2021~~, the District's contribution for employee insurance benefits shall not exceed \$1,600 ~~\$1,468~~ 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.

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. 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 confer with the District on the manner in which pooled funds will be distributed to employees.

- 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.

Distribution of pooled 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' alternative insurance carrier. All opt-out monies will automatically be pooled, 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, 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 \$300-\$250 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.

ARTICLE 30 DURATION

The effective date of this Agreement shall be ~~July 1, 2019~~ July 1, 2022, except as specified in Article 23, and this Agreement shall continue in effect through ~~June 30, 2022~~ June 30, 2025. If a new Agreement is not entered into by the parties prior to ~~June 30, 2020~~ June 30, 2022, established policy grievances and other complaints of the Association and its members thereafter arising shall be processed in accordance with Article 6 of the Agreement until such time as a new Agreement has been executed.

Woodburn Education Association

**Woodburn School District
School District 103
Marion County, Oregon**

Woodburn School District
Appendix A
Salary Schedule 2022-2023

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their base salary on the current WSD Salary Schedule.

Effective July 1, 2022

2022-2023 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	45,988	47,967	49,945	51,923	53,901	55,879	57,857	
2	47,967	49,945	51,923	53,901	55,879	57,857	59,836	
3	49,945	51,923	53,901	55,879	57,857	59,836	61,812	
4	51,923	53,901	55,879	57,857	59,836	61,812	63,792	
5	53,901	55,879	57,857	59,836	61,812	63,792	65,770	67,747
6	55,879	57,857	59,836	61,812	63,792	65,770	67,747	69,726
7	57,857	59,836	61,812	63,792	65,770	67,747	69,726	71,704
8	59,836	61,812	63,792	65,770	67,747	69,726	71,704	73,683
9	61,812	63,792	65,770	67,747	69,726	71,704	73,683	75,660
10	63,792	65,770	67,747	69,726	71,704	73,683	75,660	77,638
11		67,747	69,726	71,704	73,683	75,660	77,638	79,617
12			71,704	73,683	75,660	77,638	79,617	81,595
13				75,660	77,638	79,617	81,595	83,571
14					79,617	81,595	83,571	85,550
15					81,595	83,571	85,550	87,528
16						85,550	87,528	89,506

Post Graduate work is listed in quarter hours Curriculum rate = 38.91

Woodburn School District
Appendix A
Salary Schedule 2023-2024

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their base salary on the current WSD Salary Schedule.

Effective July 1, 2023

2023-2024 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/	BA+100/	MA+40	MA+60
					MA	MA+20		
1	48,287	50,365	52,442	54,519	56,596	58,673	60,750	
2	50,365	52,442	54,519	56,596	58,673	60,750	62,828	
3	52,442	54,519	56,596	58,673	60,750	62,828	64,903	
4	54,519	56,596	58,673	60,750	62,828	64,903	66,982	
5	56,596	58,673	60,750	62,828	64,903	66,982	69,059	71,134
6	58,673	60,750	62,828	64,903	66,982	69,059	71,134	73,212
7	60,750	62,828	64,903	66,982	69,059	71,134	73,212	75,289
8	62,828	64,903	66,982	69,059	71,134	73,212	75,289	77,367
9	64,903	66,982	69,059	71,134	73,212	75,289	77,367	79,443
10	66,982	69,059	71,134	73,212	75,289	77,367	79,443	81,520
11		71,134	73,212	75,289	77,367	79,443	81,520	83,598
12			75,289	77,367	79,443	81,520	83,598	85,675
13				79,443	81,520	83,598	85,675	87,750
14					83,598	85,675	87,750	89,828
15					85,675	87,750	89,828	91,904
16						89,828	91,904	93,981

Post Graduate work is listed in quarter hours
Curriculum rate = \$40.86

Woodburn School District
Appendix A
Salary Schedule 2024-2025

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their base salary on the current WSD Salary Schedule.

Effective July 1, 2024

2024-2025 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/	BA+100/	MA+40	MA+60
					MA	MA+20		
1	50,218	52,380	54,540	56,700	58,860	61,020	63,180	
2	52,380	54,540	56,700	58,860	61,020	63,180	65,341	
3	54,540	56,700	58,860	61,020	63,180	65,341	67,499	
4	56,700	58,860	61,020	63,180	65,341	67,499	69,661	
5	58,860	61,020	63,180	65,341	67,499	69,661	71,821	73,979
6	61,020	63,180	65,341	67,499	69,661	71,821	73,979	76,140
7	63,180	65,341	67,499	69,661	71,821	73,979	76,140	78,301
8	65,341	67,499	69,661	71,821	73,979	76,140	78,301	80,462
9	67,499	69,661	71,821	73,979	76,140	78,301	80,462	82,621
10	69,661	71,821	73,979	76,140	78,301	80,462	82,621	84,781
11		73,979	76,140	78,301	80,462	82,621	84,781	86,942
12			78,301	80,462	82,621	84,781	86,942	89,102
13				82,621	84,781	86,942	89,102	91,260
14					86,942	89,102	91,260	93,421
15					89,102	91,260	93,421	95,580
16						93,421	95,580	97,740

Post Graduate work is listed in quarter hours
Curriculum rate = \$42.70

ACTIVITY/ACADEMIC POSITION RANKINGS

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their additional compensation on the current WSD Activity/Academic Extra Duty Schedule.

Category	Level	Activity
A	HS	FFA
A	HS	DECA
A	ES/MS/HS	Head Ballet Folklorico
A	HS	Mariachi Band
A	MS/HS	Unified Sports Coordinator
B	E/MS/HS	Assistant Ballet Folklorico
B	HS	Leadership
B	HS	Band
C	HS	May Day
C	HS	Vocal
C	HS	Concessions Coordinator
D	ES	Elementary Extended Day Choir
E	MS	Math/Sci Club Advisor, Head
E	HS	Forensics, Head
E	HS	Drama/per play (up to 3/year)
E	HS	Jazz Band
F	HS	National Honor Society

F	MS	Annual/Yearbook Advisor
F	HS	Forensics, Assistant
F	HS	Link Crew Advisor
F	HS/MS	Department Heads
G	MS	Math/Sci Club Advisor, Asst.
G	MS	Music
H	MS	WEB Leaders Advisor
H	ES/MS/HS	Battle of the Books Coord.

APPENDIX C - ACTIVITY/ACADEMIC EXTRA DUTY SCHEDULE
Effective July 1, 2022 - June 30, 2025

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their additional compensation on the current WSD Activity/Academic Extra Duty Schedule.

Academic 2022-23

	A	B	C	D	E	F	G	H
Year 1-5	\$5,868	\$5,058	\$3,643	\$3,237	\$2,833	\$2,430	\$2,102	\$1,321
Year 6 +	\$6,652	\$5,725	\$4,167	\$3,703	\$3,241	\$2,780	\$2,316	\$1,508

The above-specified base amount will be increased in accordance with the provisions of Appendix A in the second and third years of this agreement. For all extra duty assignments, the employee shall have the option of receiving their extra duty salary either in a lump sum check at the end of their assignment or prorated over the length of their extra duty assignment. All positions are an annual stipend, unless otherwise noted above.

Academic 2023-24

	A	B	C	D	E	F	G	H
Year 1-5	\$6,103	\$5,260	\$3,789	\$3,366	\$2,946	\$2,527	\$2,102	\$1,374
Year 6 +	\$6,985	\$6,011	\$4,375	\$3,888	\$3,403	\$2,919	\$2,432	\$1,583

Academic 2024-25

	A	B	C	D	E	F	G	H
Year 1-5	\$6,347	\$5,570	\$3,941	\$3,501	\$3,064	\$2,628	\$2,186	\$1,429
Year 6 +	\$7,264	\$6,251	\$4,550	\$4,044	\$3,539	\$3,036	\$2,529	\$1,646

ATHLETIC POSITION RANKINGS

On or before the date of signing of the initial contract, the educator shall be notified in writing of the exact column, step, and amount of their additional compensation on the current WSD Activity/Academic Extra Duty Schedule.

High School

<u>Category A - Head Coaches</u>	<u>Category B - Assistant Coaches</u>
Basketball (Boys & Girls) Head	Basketball (Boys and Girls) Assistant
Football, Head	Football, Assistant
Soccer (Boys & Girls) Head	Soccer (Boys & Girls) Assistant
Track (Boys & Girls) Head	Track, Assistant
Volleyball, Head	Volleyball, Assistant
Wrestling, Head	Wrestling, Assistant
Baseball, Head	Baseball, Assistant
Hi-Liners, Head	Hi-Liners, Assistant
Softball, Head	Softball, Assistant
Swimming, Head	Swimming, Assistant
Tennis (Boys & Girls) Head	Tennis, Assistant
Cross Country, Head	Cross Country, Assistant
Water Polo, Head	Golf, Assistant
Cheer, Head	Cheer, Assistant
Golf, Head	

Middle School

<u>Category AA</u>	<u>Category BB</u>
7 th & 8 th Grade Football, Head	7 th & 8 th Grade Football, Assistant
7 th & 8 th Grade Soccer, Head	Cross Country, Assistant
7 th & 8 th Grade Volleyball, Head	Soccer, Assistant
Cross Country, Head	Track, Assistant
7 th & 8 th Grade Basketball (Boys & Girls)	Volleyball, Assistant
Baseball, Head	Wrestling, Assistant
Softball, Head	Cheer, Assistant
Track, Head	
Wrestling, Head	
Cheer, Head	

All positions are an annual stipend unless otherwise noted above. For all extra duty assignments, the employee shall have the option of receiving their extra duty salary either in a lump sum check at the end of the season or in equal payments during the season.

EXTENDED SEASON PAY AND ACTIVITY SUPERVISION

High School athletic coaches listed below who are entered in state or national competition will receive a weekly salary of 5 percent of their extra duty pay upon completion of all league

competitions (including district tournaments and league playoffs). Additional coaches may be added only at the discretion of the District Athletic Coordinator, in collaboration with the Head Coach.

Teams

Football – Head Coach plus five Assistants

Boys and Girls Soccer – Head Coach plus two Assistants

Volleyball – Head Coach plus two Assistants

Boys or Girls Cross Country – Head Coach only

Water Polo – Head Coach only

Boys or Girls Basketball – Head Coach plus three Assistants

Girls Softball – Head Coach plus two Assistants

Boys Baseball – Head Coach plus two Assistants

Boys or Girls Golf – Head Coach only

Cheer – Head Coach plus two Assistants

Individual Sports

One to two students qualify for state – Head Coach only

Three or more students qualify for state – Head Coach plus one assistant

Cross Country

Swimming

Wrestling

Golf

Tennis

Track

Student Athletic Event and Activity Supervision

Employees will be paid for supervision at games and activities at a rate of \$20.00 per hour.

Employees will be paid at a rate of \$30.00 per hour for event management.

APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE

Effective July 1, 2022

High School Athletic Category - 2022-2023

	HS A	HS B
Year 1-5	\$7,027	\$6,060
Year 6 +	\$7,647	\$6,584

Middle School Athletic Category - 2022-2023

	MS AA	MS BB
Year 1-5	\$3,156	\$2,332
Year 6 +	\$3,474	\$2,861

High School Athletic Category - 2023-2024

	HS A	HS B
Year 1-5	\$7,378	\$6,363
Year 6 +	\$8,029	\$6,913

Middle School Athletic Category - 2023-2024

	MS AA	MS BB
Year 1-5	\$3,314	\$2,449
Year 6 +	\$3,648	\$3,004

High School Athletic Category - 2024-2025

	HS A	HS B
Year 1-5	\$7,673	\$6,618
Year 6 +	\$8,350	\$7,190

Middle School Athletic Category - 2024-2025

	MS AA	MS BB
Year 1-5	\$3,447	\$2,547

Year 6 +	\$3,794	\$3,124
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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 22 - Cost of Living Adjustment (retroactive to July 1, 2022)	33,235,744. 59	34,564,944. 23	36,611,624. 41	38,075,859. 24	4,840,114.65	4%, 5%, 4%, includes Associated payroll costs except Health Insurance. Does not include step increases
Article 22 - Step Increases	0	801,733.50	1,285,296.5 2	2,092,1064. 60	4,179,164.63	Step increases in each year, includes APC of 38.78%, excl. health insurance
Article 23 - Health Insurance Increases	6,112,752	6,112,752	6,454,200	6,662,400	549,648	No Change (1,468), 1,550, 1,600
Article 12 - Professional Material in each Media Center	0	7,000	7,000	7,000	21,000	7 media centers
Article 21 - Conference Costs	208,200	451,016.72	451,016.72	451,016.72	\$728,450.16	\$700 per educator (347 educators), 2 days of District paid subs per Educator. Sub Cost \$299.88
Article 22 - SPED Stipends	210,945.60	284,255.10	298,467.86	310,406.57	260,292.73	38 currently receiving stipends, \$4,000 currently, plus 38.78% of APC, 5,551.20, (excl Health Insurance), 7,480.40, 7,854.42, 8,168.59 in years 1-3
TOTAL (for each column)	39,767,642.19	42,221,701.55	45,107,605.51	47,598,787.13	10,578,640.17	

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

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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 22 - ESOL and Language Stipends	468,382.50	841,554.71	1,176,479.5 1	1,229,373.4 0	1,842,250.11	Current: 76 at 900, 25 at 1,800, 83 at 2,700 plus APC of 38.78%, excl. Health Insurance. Year 1: 2,244.12, 4,488.24, 6,732.36, Year 2: 2,356.33, 4,488.24, 7,068.98, Year 3: 2,450.58, 4901.16, 7,351.73. Includes APC, excl Health Insurance
Article 22 - Longevity	0	116,991.54	126,511.85	132,368.36	375,871.75	Longevity Stipends for those topped out at Columns 6 ,7, 8 for \$820, \$880, \$940. Year 1: 40, 19, 37, Year 2: 44, 22, 38, Year 3: 48, 22, 39, plus Associated payroll costs of 38.78%, excl. Health Insurance
Article 19 - Personal Leave Payoff	120,059.90	228,053.54	239,456.21	249,034.46	356364.54	Payoff using current sub rate, plus APC excl Health Insurance of 38.78%, following years calculated using COLA rate plus APC 38.78% excl. Health Insurance
Article 22 - Professional Stipend	0	13,878	13,878	13,878	41,634	5 Educators with Doctorates or national certifications. \$2,000 each plus APC, excl heath insurance of 38.78%
Athletic Position Rankings - Event Management and Supervision	29,993.83	38,969.42	38,969.42	38,969.42	26,926.79	Current rates of \$15 and \$25 plus APC of 38.78% excl. Health Insurance. Increased rates of \$20 and \$30 plus APC of 38.78% excl. Health insurance
Athletic Position Rankings - Coaching Staff	461,848.81	609,590.51	640,070.04	665,672.84	203824.03	Change in position ranking of coaches including APC of 38.78%. excl Health Insurance
TOTAL (for each column)	1,080,285.04	1,849,037.72	2,235,365.03	2,329,296.51	2,846,881.23	

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

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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 23 - Health Insurance, HSA Contribution Increases	102,000	122,400	122,400	122,400	61,200	Increase of HSA contribution from \$250 to \$300 per month, 34 staff currently
Article 26-2 - Addition of 3 Language Program Coordinators	0	351,680.37	372,327.00	386,786.10	1,110,793.47	Includes associated payroll costs at average wage/ benefit calculation
TOTAL (for each column)	102,000	474,080.37	494,727.00	509,186.10	1,171,993.47	