



Willamette
EDUCATION SERVICE DISTRICT

&

**Willamette Valley
Education Association**

Collective Bargaining Agreement

2023-2026

PREAMBLE

2023-2026

COLLECTIVE BARGAINING AGREEMENT BETWEEN:

WILLAMETTE EDUCATION SERVICE DISTRICT

AND

WILLAMETTE VALLEY EDUCATION ASSOCIATION/OEA/NEA

THIS AGREEMENT is entered into between the BOARD OF DIRECTORS of the Willamette Education Service District, Marion, Polk and Yamhill Counties (hereinafter referred to as the "BOARD" or "DISTRICT") and the Willamette Valley Education Association (hereinafter referred to as the "ASSOCIATION").

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ARTICLE 1 - RECOGNITION

- 1) The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all regular licensed personnel employed by the District.
 - a) A Regular Licensed Employee is one working in any non-administrative position requiring TSPC or other professional licensure and is established to continue six (6) months or more.
 - b) In the event the District creates a new position title within the bargaining unit, the District shall notify the Association President prior to posting.
- 2) Employees working in administrative, classified, temporary and confidential positions, substitutes and independent contractors and their employees are specifically excluded from this collective bargaining unit, but may become members of the Association for other purposes as specified in the By-Laws.
- 3) The purpose of this article is to recognize the right of the Association to represent regular licensed employees in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions or policies.
- 4) The District is committed to recruit and hire District employees to fill bargaining unit vacancies, whenever possible. However, the District may use a staffing agency to fill a vacancy after the District has attempted to recruit an employee to fill a vacancy.

ARTICLE 2 - BOARD FUNCTIONS

- 1) The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon, except as limited by this Agreement and State Statutes. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:
 - a) The executive management and administrative control of the school system and its properties and facilities;
 - b) The right to hire all employees and determine their qualifications and the conditions of their continued employment or their discipline, dismissal, demotion, promotion or transfer;
 - c) The unqualified right of assignment and direction of work of all its personnel, and to determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;
 - d) The unqualified right to establish the school calendar;
 - e) The right to determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
 - f) The right to adopt reasonable rules and regulations;
 - g) The right to determine the qualifications of employees, including physical conditions;
 - h) The right to determine the location or relocation of its facilities, including the establishment or reallocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - i) The right to determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
 - j) The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
 - k) The right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization;
 - l) The right to determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3 - NON-DISCRIMINATION

- 1) The provisions of this Agreement shall be applied equally to all members without discrimination as to age, marital status, race, color, sex, religion, sexual orientation, gender identity, union affiliation, national origin or disability unless based upon a bona fide occupational qualification. The Association shall share equally with the District the responsibility for applying the provisions of this Agreement. Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, this provision is not subject to the grievance procedure nor is it subject to an unfair labor practice complaint for breach of contract.

ARTICLE 4 - STRIKES AND LOCKOUTS

1) General

- a. During the term of this Agreement, the Association and the bargaining unit members as individuals or as a group will not initiate, cause, participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction with the exception of the lawful application of ORS 243.698. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. In the event of a licensed bargaining unit strike in a partner school district, the District shall develop a plan for continuity of service with a good faith effort to prevent licensed staff from having to cross a physical picket line. The District will provide an opportunity for the Association President to provide feedback on the plan.

2) No Lockout

- a. During the term of this Agreement, there will be no lockout of employees in the bargaining unit by the District as a result of any labor dispute covered by the terms of this Agreement.

ARTICLE 5 – ASSOCIATION DUES

1) Association Dues

- a. Dues Deduction Authorization: Prior to the first dues deduction for September, and then for any employee who becomes a member of the Association after the beginning of September, the Association shall notify WESD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify WESD when a bargaining unit member should no longer have dues deducted. WESD shall enact dues deduction changes on the pay period following a notification. For any new employee who was an Association member at their prior place of employment, WESD shall backdate dues to their hire date.
- b. Processing OEA/NEA Dues Deductions: Dues deductions shall be made monthly in an amount equal to one-twelfth (1/12) of annual dues, commencing with the month of September and continuing through the August pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
- c. Processing WVEA Dues Deductions: WVEA dues shall be deducted from each member's paycheck by the amount indicated by the Association in an amount equal to one-twelfth (1/12th) of annual dues, commencing with the month of September and continuing through the August period.
- d. Remittance of Dues Checks:
 - i. Data to OEA: Within ten (10) days after each pay period, WESD shall send the Association an editable digital register of the NEA/OEA/WVEA dues, including voluntary Association contributions, deducted from each member's paycheck.
 - ii. Payment to OEA: Within ten (10) days after each pay period, WESD shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
 - iii. Payment to WVEA: WVEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the WVEA Treasurer.

2) Indemnification

- a. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice from the date they knew or should have known, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or actions brought against the District by the Association. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

3) Employee Information

- a. Employee List: Each September 30th, Willamette ESD shall provide to the OEA Membership Specialist an editable digital database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, worksite, position on the salary schedule, residential address, and residential phone number. Whenever a new employee is hired into the bargaining unit, WESD shall provide the above information within thirty (30) days of hire.
- b. The District shall notify the WVEA President within ten (10) business days after each pay period when a licensed employee utilizes unpaid leave for ten (10) consecutive days, retires, is laid off, resigns, or changes their name.

ARTICLE 6 - UNION RIGHTS AND PRIVILEGES

1) Use of Buildings

- a. The Association and its representatives will have the right of access to designated District buildings for regular or special meetings, provided such meetings are not inconsistent with the administrative procedures regarding use of District facilities. The District may make a reasonable charge when services are required beyond normal operations. When the district intends to charge for services, a written estimate of charges will be submitted by the District to the Association.
- b. When requested by the Association, the District shall provide a designated cubicle space for confidential business to include a desk and two chairs.
- c. Inservice Days. With a minimum of fifteen (15) business days notice, the Association shall be allowed to schedule up to one (1) hour during one district wide inservice day at the beginning of the year.

2) Information

- a. The Association shall have access to all information allowable under Oregon Public Records Law and PECBA. The Association shall pay for the clerical and duplicating costs incurred by the District for making such information available. A brief written estimate of charges will be submitted to the Association prior to information gathering and upon request the District will provide options for narrowing or modifying the scope of the request in order to reduce the amount of the charges. The Association shall provide remittance for costs prior to the provision of records requested from the District.

3) Use of Computer System/Internet/Intranet

- a. The Association may use the District's computer system and its Internet/intranet connections for Association/District communications, subject to the law, the rules and regulations of the Oregon Government Ethics Commission, Board policy, and Administrative Regulations.

4) Notice of ESD Board Meetings and Policies

- a. The District will notify the Association of regular and special board meetings, as well as Board-appointed sub-committee meetings, and of the Board's consideration of policy changes in the manner in which Board members and all other employees are notified: the Board's agenda and the Board's packet (non-confidential) will be posted on the District's website in advance of each meeting. The District will notify the Association of any intended change in a mandatory subject of bargaining and will bargain upon demand in accordance with Oregon law.

5) Association Identification

- a. Bargaining unit members will be allowed to wear pins, buttons, or other identification of membership in the Association or support of its causes. This provision is subject to any restrictions imposed by law, the District's safety and security concerns and subject to any undue disruption of the District's business activities. This provision does not restrict any Association rights under PECBA.

6) Association Leave

- a. The Association President and/or designee may be delegate(s) to attend scheduled activities of significance to the Association.

Activities related to the administration of the Agreement shall be treated as leave with pay as set forth in ORS Chapter 243.

When Association activities are scheduled during work time, Association members shall provide prior notice to their immediate supervisor and to the Executive Director of Human Resources.

For other activities, requests to attend may be granted by the Superintendent as leave without pay, Association Leave, or other accrued personal leave.

- b. WVEA President Time-Release

- i. The Association President and/or designated Executive Board Member may, at the Association's discretion, utilize WVEA Time-Release for up to one-hundred twenty hours per contract year, with not more than twenty hours to be used in any given month by an individual member, to be scheduled within the President's or designated Executive Board Member's regular work schedule.
- ii. The Association shall notify the District's Human Resources Department if the designated Executive Board Member shall utilize time-release in place of, or in addition to, the President.
- iii. It is understood that the combined number of monthly hours of WVEA Time-Release may not exceed ten (10) hours.
- iv. The President and/or designated Executive Board Member shall suffer no loss of wages or other monetary benefits during scheduled WVEA Time-Release hours, but shall be paid by the District as if they actually performed work for the District and shall report such time as time worked.
- v. The President and/or Executive Board Member shall maintain a monthly log of hours of WVEA Time-Release leave utilized and shall submit a copy of this log with their monthly time report to the Executive Director of Human Resources during their regularly scheduled check-in meeting. Should the meeting not occur during a given month, the log shall be emailed to the Executive Director of Human Resources by the last calendar day of that month. The Executive Director of Human Resources will then submit the reviewed log to the District's Payroll Office.
- vi. The District's Payroll Office shall bill the Willamette Valley Education Association for the cost of any wages paid for WVEA Time-Release leave utilized by the President and/or designated Executive Board Member upon receipt of the aforementioned log during the reporting month.
- vii. Within thirty (30) days of receipt of a billing for wages paid the President and/or designated Executive Board Member for use of WVEA Time-Release leave(s), WVEA shall reimburse the District for the amount billed to WVEA.

- 7) Annual New-Hire Orientation (August) and Staff Meetings
 - a. The Association will be allotted one (1) hour on the annual New-Hire Orientation agenda.
 - b. With a minimum of 5 days notice to the Supervisor, or by mutual agreement, the Association shall have the opportunity to make brief announcements at the end of a regularly scheduled staff meeting. Attendance by staff during the period of such announcements shall be voluntary.

- 8) Representation Rights
 - a. Should a member feel that communications with their supervisor are or may be intimidating and/or unprofessional, the member may notify WVEA and request assistance from Human Resources in collaboration with WVEA to facilitate problem-solving conversations or other working agreements in an effort to allow for one-on-one meetings that are professional and productive.
 - b. Association members have the right to a WVEA observer at a meeting where they believe they could be verbally reprimanded and/or could lead to discipline. There shall be no right to an observer in the event the supervisor provides written confirmation in advance of the meeting that it will not result in a verbal reprimand or disciplinary action. During a meeting, if an employee reasonably believes they are being verbally reprimanded, they may halt the meeting. The meeting will be rescheduled as soon as practicable and the employee may invite an observer to attend.
 - c. Should the supervisor proceed to issue a verbal reprimand and/or disciplinary action after giving such assurances, such discipline shall be void and the action shall be subject to the grievance procedure.

- 9) Exit Interviews
 - a. Association members terminating employment with the District will be offered an exit interview and/or exit survey by the Human Resources Department within 30 days of their separation of service. During exit interviews, employees leaving the District may have a union observer present should the employee request it.

ARTICLE 7 - GENERAL PROVISIONS

1) Definitions

- a) For the purposes of this Agreement the following definitions shall be used:
 - i) Home Base – the WESD building or school district building where the employee’s office and materials are located.
 - ii) Worksite – school(s) where employee works.

2) Home Base/Work Site Assignment

- a) Itinerant staff will have a WESD home base or assigned district home base.
- b) Classroom teachers have a home base and worksite which are the same; it is the building where their classroom is located. This includes employees such as YCEP teachers, EI/ECSE teachers and other Special Education Department teachers.
- c) For non-itinerant staff, home base is determined at the beginning of the contract year and shall be the location where the employee spends the majority of their work time. During the course of the school year, if the location of the majority of an employee's work responsibilities have changed, home base may be reviewed at the employee’s request, and the final determination shall be made by the supervisor.
- d) Upon request, employees will have a secure storage space for files and other sensitive materials at their home base or worksite.

3) Emergency Closures

- a) The Superintendent, or designee, may close the WESD or any of its component buildings or programs for reasons of inclement weather, fire, or other emergency reasons deemed sufficient. If the employee’s assigned work site(s) is closed because of emergency closure, and if extenuating circumstances exist, the employee may be directed to report to another location, to be determined by the supervisor. Whether an employee is scheduled to complete virtual or in person work that day, closure/late start expectations will remain the same.
- b) If an employee is unable to work due to emergency closure, the worksite may request the employee “make up” the time (e.g. work on a replacement day). In this case, the District, not the worksite, shall determine whether the employee is to work.
- c) If an employee is required by the District to work additional day(s) beyond the employee’s contracted work year to “make up” work time for the worksite, the employee shall be paid at their daily rate for the additional day(s) worked beyond the employee’s contracted work year.
- d) If an employee is unable to travel from home due to inclement weather, the employee will have the option of using supervisor approved accrued Personal Leave.

4) Holidays

- a) Licensed employees shall be entitled to the following holidays off with pay based on the hours they are ordinarily scheduled to work: Labor Day, Memorial Day, MLK, Thanksgiving Day, Veteran's Day and Juneteeth.
- b) In the event any holiday falls on a Saturday the previous Friday shall be the recognized holiday and in the event the holiday falls on a Sunday, the following Monday shall be the recognized holiday.

5) Professional Development and Educational Improvement

- a) At employee request, the District shall provide tuition reimbursement for pre-approved undergraduate or graduate hours each fiscal year. The District shall also provide reimbursement for pre-approved registration costs for professional conferences and workshops. Transportation and lodging will be eligible for reimbursement up to the allotted amount determined in 5b.
- b) For the purpose of this article, the total amount of reimbursement per employee available during each fiscal year shall be based on the maximum of the tuition rate of Western Oregon University at the time credits are earned, or conferences or workshops are requested. No one shall receive an amount of reimbursement greater than reimbursement for three credit hours. The District will limit its expenditures for this provision to an annual fund of \$50,000 in the year 2023-24, \$50,000 in the year 2024-25 and \$60,000 in the year 2025-26, with half available for summer/fall quarters and half available for winter/spring quarters. Any student teacher vouchers in district possession will be used first before allotted funds are used.
- c) By January 15th of each year, the District will provide the Association president an accounting of the amount of the reimbursement paid out and committed from the available funds, and the remaining balance. If there are unexpended or uncommitted dollars in the fund at the end of May of the fiscal year, employees who have completed pre-approved coursework, conferences or workshops beyond the cost equivalent of three (3) credit hours may receive additional reimbursement for up to the cost equivalent of three (3) additional credit hours, contingent on the availability of funds. In the event that requests exceed available funds for reimbursement, selection shall be granted by drawing lots.
- d) Between year one and year two of each State biennium, the fund balance amount will rollover and the yearly contribution reference above will be added to the rollover amount. There will be no carryover of unexpended funds from one State biennium to the subsequent State biennium.
 - i) In order for expenses to be eligible for tuition reimbursement and salary column movement, the employee must successfully complete the course with a grade equal to a "C" or "Pass" (in a Pass/No Pass course). In order to be eligible for tuition reimbursement, but not salary column movement, the grading requirement shall not apply. Expenses must be directly related to the employee's licensure, or their approved professional development goals.

- ii) Less than full-time (.5 to .99 FTE) employees may apply for tuition, conferences, or workshops reimbursement on a pro-rated basis reflective of their level of FTE with the District.
 - iii) Approval or denial for tuition, conferences, or workshops reimbursement will be obtained by the employee prior to the beginning of the course or registering for the conference or workshop. The Human Resources Department will make a reasonable attempt to notify the employee of the approval or denial within fifteen (15) working days after receipt of the request.
 - e) In addition, the District shall provide reimbursement of all costs (i.e., tuition, fees, textbooks, required instructional materials such as: books, handouts, CD's and manipulatives) for courses, conferences, workshops, and trainings it requires employees to attend.
- 6) Student Teacher Stipend
- a) When a stipend is provided from an outside source, the employee can decide to receive the stipend in a regular paycheck that will be reduced to cover associated employer payroll costs, OR, the employee may choose to receive the amount in additional program supplies.
- 7) Mentor Program
- a) The District will implement a mentor program to begin in the 2024-25 school year.

ARTICLE 8 - LENGTH OF WORKDAY, WEEK, AND OTHER CONDITIONS

1) Hours For Licensed Employees

- a) The normal workday for full-time employees is eight (8) hours, including lunch. Daily starting and ending times are determined by the individual supervisor.
- b) Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.
- c) The normal workday for licensed employees with assignments in partner districts shall begin upon the start of their shift at the first assigned district and shall end upon the conclusion of duty at the last assigned district. Travel to the first assigned district and from the last assigned district shall not constitute work time.
- d) Employees may request an adjustment to their daily schedule of up to sixty minutes with prior supervisor approval. Any schedule adjustment longer than sixty minutes becomes an absence and must be entered into the attendance system using accrued leave. Flex Time shall not be used during student contact time, direct service time, or scheduled meetings. Flex Time is not approved for routine events such as IEPs/IFSPs. Flex Time schedule adjustments must occur within ten calendar days and must be documented by the employee on the employee's Outlook calendar.
- e) At the District's request, staff may be required to participate in activities outside of work hours. The supervisor will work with staff to incorporate the time into their calendar and/or make a schedule adjustment. Schedule adjustments are not approved for routine events such as IEPs/IFSPs.

2) Workweek

- a) A full-time workweek or employees shall be defined as forty (40) hours of work within a seven (7) day period, from 12:01 a.m. Sunday through 12:00 midnight Saturday.

3) Lunch Breaks

- a) Employees working six or more hours per day will be given a minimum of a thirty (30) minute continuous, duty-free lunch period daily.

4) Planning and Preparation Time

- a) Each employee will be provided with an average of two hundred twenty five (225) minutes per five (5) day work week for planning and preparation related to the employee's professional assignment. During this time, the District will refrain from scheduling staff and department meetings, unless it is necessary. Preparation time will be scheduled in blocks of at least thirty (30) minutes. Preparation time for less than full-time employees and/or shorter work weeks will be prorated in accordance with their full-time equivalency.

- b) Employees who teach in classrooms will meet with their direct supervisor to establish an appropriate preparation time schedule. The meeting will take place by the end of September each year and after a schedule change or reassignment.
- c) Travel time between worksites for licensed employees who are assigned to more than one (1) worksite shall not count as preparation time.

5) Extended Workday/Work year

- a) An employee who is required by the District to work beyond the contract year shall be paid at their daily rate. At the start of each school year, newly hired licensed staff will have one additional day added to their calendar for orientation that will be the work day prior to the normal starting date for returning teachers. This additional day is considered as a required part of a first year WESD teacher's calendar and will be paid at their daily rate.

6) Employees who work in YCEP, JDEP and OSH Programs:

- a) May request to take up to nine (9) days of Non-Contract Leave during each school year.
- b) Shall make a written request for Non-Contract Leave by May 15th to their immediate supervisor. The request shall indicate the number of non-contract days and, when possible, the specific dates for leave.
- c) Shall have deductions for Non-Contract Leave made equally from each of the 12 monthly pay periods.
- d) Non- Contract Leave is to be used at the employee's discretion, with prior approval from their supervisor. Use of leave is subject to the same provisions found in Article 23, Section 3.
- e) Shall provide detailed lesson plans that maintain the rigor and substance of the curriculum. Plans will be provided to their immediate supervisor for each day of Non-Contract Leave.
- f) Non-Contract Leave shall not accumulate.

7) Mileage Reimbursement

- a) Employees required in the course of their work day to drive personal vehicles shall be reimbursed for mileage expenses at the IRS mileage rate at the time the travel is incurred. The same allowance shall be given for the use of personal vehicles for district approved field trips or other district business.
- b) Employees shall be notified of their assigned worksite(s) for the coming year as soon as practicable. Employee place of residence will be given consideration in determining worksite(s) placements.
- c) Employees are required to carry liability insurance for their own vehicle. The District may request proof of such coverage.

ARTICLE 9 - PERSONNEL FILES

1) Personnel Files

- a) Employees shall have the right to review all materials in their personnel files. Employees shall have the right to have a representative of the employee's choosing present during the review. Such review shall take place during the normal business hours and materials may be photocopied for the employee at the current rate per page. The current rate is established by the Business Office at the beginning of each fiscal year, and the Association notified in writing. Working files are permitted and are to be considered as extensions of the main personnel files, with similar rights of access and review.
- b) No evaluation document, disciplinary document, or complaint that reflects critically upon an employee or the employee's performance will be placed into the employee's personnel file without a copy being furnished to the affected employee. Performance evaluations may be in the form of electronic copies. Normally, proof that the employee has been given a copy will be obtained by having the employee, either electronically or by hand, sign or initial the file or electronic copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it. An employee's signature or initials on the file or electronic copy shall not indicate the employee's agreement with the contents of the document.
- c) Employees shall have the right to attach a written rebuttal to any document in the personnel file.

ARTICLE 10 - COMPLAINT PROCEDURE

Any verbal and/or written formal complaint regarding an educator made to any member of the Administration by any parent, student, or other person that may influence the educator's evaluation or result in discipline of that educator, shall be processed according to the following procedures:

- a. The District will notify the Association when a bargaining unit member files a complaint against another bargaining unit member.
- b. Within ten (10) working days, the educator's supervisor or Superintendent's designee shall meet with the educator to notify the employee that a complaint has been received and apprise the employee of the nature of the complaint, including the name of complainant, date of complaint, and making a good faith effort to provide any other documentation related to the substance of the complaint that the administrator receiving the complaint is aware of.
- c. The educator shall have the right to have Association representation in attendance at any meetings or conferences regarding the complaint. If Association representation is requested and is not available, the meeting will be postponed until such representation can be arranged.
- d. The district will encourage resolution of the complaint informally at the lowest level possible and offer intervention and mediation when appropriate.
- e. If the facts of the complaint are in dispute and the matter is not resolved, the educator shall be notified that an investigation by the Superintendent or their designee shall be conducted.
- f. Upon completion of the investigation, the educator shall be notified of the disposition of the complaint. The investigator of the complaint is to make a written determination based on the facts. A Written notice will be provided to the complainant, employee complained against, and the president of the Association.
- g. If the complaint results in disciplinary action, then the employee shall have all rights and provisions as provided under Article 21 - Discipline, including the right to attach any statements or documents they believe to be relevant.
- h. The provisions of this Article shall not apply in situations in which the subject matter of the complaint is also the subject of an investigation by law enforcement or other agency. In the case of an investigation by another outside agency this procedure may begin after the outside agency has reached its conclusion.

ARTICLE 11 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Definition of Responsibility

- 1) A description of the duties of all classroom staff and assigned personnel pertaining to student discipline shall be provided in writing to each affected employee.
 - a) Employees working in school district classrooms shall follow the school district's policies regarding student discipline.
 - b) For classrooms located in WESD operated facilities, employees will be allowed input into the rules and practices developed regarding student discipline.
 - i) Employee input given to the Association may be brought to the Professional Issues Committee for discussion.
 - c) Employees working in WESD classrooms shall follow WESD policies regarding student discipline.

ARTICLE 12 - VACANCIES AND TRANSFERS

1) Vacancies

- a) All bargaining unit vacancies shall be posted on the District's website at least five (5) workdays prior to the filling of the open position. Postings shall indicate the job title, qualifications, duties, salary range, and closing date, if applicable. Any person wishing to apply for the posted vacancy may do so by applying to the job posting, within the five (5) workday notification period. Vacancies which are to be filled on a substitute or temporary basis need not be posted.
- b) Any qualified in-house applicant will have an interview.

2) Involuntary Transfers

- a) If, after initial assignment for the school year has begun, an employee is involuntarily transferred from one home base (as defined in Article 7, Section 1) to another, written notice of no less than five (5) working days will be provided to the affected employee unless the employee agrees that they can accept lesser notice or unless the work demands immediate transfer in writing. The employee shall have the right to discuss the transfer with the employee's supervisor.
- b) Employees who are involuntarily transferred from one home base to another will receive one (1) day paid release time to relocate their belongings.

3) Voluntary Transfers

- a) A voluntary transfer is a change in home base or worksite assignment that is made at the request of the employee.
 - i) Employees may express in writing to their supervisor a preference for home base or worksite assignment(s) for the following year or a desire for a mid-year transfer to a different home base or worksite. Employees who express such a preference will be given consideration and will have the opportunity to discuss their request with their supervisor, and potential supervisor if applicable.

ARTICLE 13 - FUNDING

- 1) The District may, if it experiences any unexpected revenue shortfall which would affect the Board's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary and insurance. Any negotiations resulting from the District's re-opening of the agreement shall be pursuant to ORS 243.698.

- 2) This Agreement does not guarantee any level of employment.

ARTICLE 14 - GRIEVANCE PROCEDURE

1) Definitions

- a) Grievance - A claim by an employee, a group of employees, or the Association based on the interpretation, application, or violation of this Agreement.
- b) Grievant - The party who has the grievance.
- c) Days – District business days. In the event a grievance is filed at such a time that the grievance process cannot be completed during the employee’s work year, the time limits set forth herein may be held in abeyance until the employee’s contract time resumes by unilateral notice from either party to the other.

2) General Procedures

- a) The procedures shall be implemented as rapidly as possible; the number of days indicated for settlement or appeal at each level shall be considered a maximum. By mutual agreement of the Association and the Executive Director of Human Resources, the parties can agree to start the grievance at a higher level.
- b) The grievant shall have the right to be represented at each level of the grievance procedure by an Association representative.
- c) Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure by the District to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next level.
- d) The official grievance form shall be used by the grievant in presenting a grievance.
- e) Each grievance must be initiated within thirty (30) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then the action must be initiated within thirty (30) days following first knowledge of the cause. In failing to thus initiate action, the employee shall be considered to have no grievance.

3) Levels of Grievance

- a) Level One - Informal
 - i) With a view to informal settlement, disputes shall be discussed between the grievant and their immediate supervisor to seek grounds for resolution. The immediate supervisor may have the Director or designee present at this discussion. If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written grievance with the Director/Designee who has administrative authority to act within ten (10) days following the informal meeting.

b) Level Two – Formal

- i) This grievance shall set forth the grounds upon which the grievance is based and the reasons the grievant considers the decision rendered to be unacceptable. The Director/Designee shall communicate the decision in writing within five (5) days to the grievant. Within ten (10) days of receipt of the decision rendered by the Director/Designee, the grievant, if not satisfied with the decision of the Director/Designee, may appeal in writing to the Superintendent.

c) Level Three – Appeal to Superintendent

- i) Appeals to the Superintendent shall be heard by the Superintendent or designee within ten (10) days of receipt of the appeal. At least three (3) days prior written notice of the time and place of the meeting shall be given to the grievant, the representative or any other persons officially involved. If the Superintendent or designee is unavailable to meet, the grievance may proceed directly to Level Four.
- ii) Attendance at the meeting of appeal shall be restricted to persons involved, including Association representative(s).
- iii) Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the meeting the written decision, which shall include supporting reasons therefore.
- iv) If the grievant is not satisfied with the decision of the Superintendent, a written appeal may be filed with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent and request appeal to Level Four, Board of Directors.

d) Level Four – Appeal to the Board of Directors

- i) The appeal shall be in writing and delivered to the Board Chair. The Board shall conduct the hearing within fifteen (15) working days of receiving the appeal, or at the next regularly scheduled Board meeting if no regular Board meeting is scheduled within fifteen (15) days. The Board shall communicate to the grievant and all other parties officially present at the hearing, its written decision and the facts that are the basis for that decision within ten (10) working days from the date of the hearing.
- ii) All Board hearings shall be conducted in accordance with the Oregon Public Meetings Law. Meetings may be open as requested by the grievant, except when in conflict with the Public Meetings Law.
- iii) The Association will have ten (10) days following the Board's decision to notify the District of its intent to request arbitration of the dispute, or if no decision has been rendered within ten (10) days after the presentation, the Association may request to submit the grievance to arbitration.

e) Level Five - Arbitration

- i) Grievances not settled in Level Four of the grievance procedure may be appealed to arbitration provided that a written notice of a request for arbitration is made by the Association to the Superintendent within ten (10) working days of receipt of the Board's answer in Level Four.
- ii) When timely request has been made for arbitration, the parties or the designated representatives shall attempt to select an impartial arbitrator. Failing to do so, the Association shall request the Oregon Employment Relations Board to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the seventh and remaining name shall act as the arbitrator.
- iii) The arbitrator shall schedule a meeting on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute the arbitrator's discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of the arbitrator's authority, be final and be binding upon the parties. There shall be no valid claim of a violation of this Agreement regarding any act or condition which occurs after the expiration thereof.

4) Grievance Cost

- a) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred, including the cost of witnesses, shall be paid by the party incurring the expenses.

ARTICLE 15 - LAYOFF AND RECALL

1) Definitions

- a) Seniority shall be defined as the employee's total length of continuous service in the ESD's bargaining unit. Seniority will be computed from the employee's first day of actual service in the licensed bargaining unit position and shall not be affected by approved leaves of absence. In case two (2) or more employees have the same date of employment with this ESD, the tie will be resolved by drawing lots.
- b) The term "competence" shall mean the ability to fulfill the essential functions of the job based upon recent professional work experience in a particular subject area or grade level within the last five (5) years, or educational attainments, or both but not based solely upon being licensed, certificated, or authorized to fill the job.
- c) The term "merit" shall mean the measurement of one (1) employee's ability and effectiveness against the ability and effectiveness of another employee. Merit shall be based upon identifiable indicators of performance, including but not limited to, evaluations, programs of assistance for improvement, and disciplinary action, within the last five (5) years.
- d) The terms "cultural and/or linguistic expertise" shall be subject only to requirements set forth in ORS 342.934.

2) General

- a) This Article only applies to situations in which either the employee's scheduled workday is reduced by more than two (2) hours per day, or the employee's number of scheduled annual workdays is reduced by more than five percent (5%).

3) Notification

- a) Whenever the Board determines that a layoff is necessary, it will notify the Association of the positions and FTE in question no less than five (5) days prior to notification to affected employees (Association will use this notification solely for scheduling purposes). Notification to affected employees shall occur at least thirty (30) calendar days prior to the scheduled date of layoffs. Notwithstanding, in the event of District or program closure, less than fifteen (15) calendar days' notice may be given. This Article applies to all layoffs of bargaining unit members regardless of the length of the layoff period and/or the number of bargaining unit members affected.

4) Procedure

- a) In the event the Board, in its discretion, determines that a layoff is necessary, it will determine the employees to be retained by means of the following criteria:
 - i) A determination of whether the employees to be retained hold the proper license to fill the remaining position(s).
 - ii) A determination of the seniority of the employees to be retained;

- iii) A determination of the competence or merit of any employee being retained if the Board desires to lay off another employee with greater seniority; and
 - iv) A determination of whether the District is required to retain a less senior employee on the basis of cultural and/or linguistic expertise.
- b) Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract employee pursuant to the provisions of the Fair Dismissal Law, or to dismiss or non-renew a probationary employee pursuant to ORS 342.835, or dismissal under the provisions of this contract.
 - c) No bargaining unit position in the District shall be considered "vacant" for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause another professional educator to be laid off, or if there is a professional educator on the recall list who would otherwise be entitled to be recalled to that position.
 - d) In conducting a layoff under this Article, the ESD will first determine the program(s) or area(s) scheduled for reduction or elimination.
 - i) After such determination, the ESD will make every reasonable effort to transfer employees in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed, certificated, or authorized.
 - ii) The ESD will make every reasonable effort to combine positions in a manner which allows employees to remain qualified so long as the combined positions meet the curricular needs of the ESD and the competence considerations specified in Section 4.a.iii,iv of this Article.
 - iii) Layoffs and any subsequent bumping will be based upon criteria set forth in Section 4.a above.

5) Recall

- a) At the time of layoff, the ESD shall provide for laid-off employees to express in writing a desire to return to the ESD. The ESD shall also receive the employee's address for recall notification. In the event of a recall, the ESD shall notify the employee who has expressed a desire to return to the ESD by certified mail, return receipt, sent to the last address given by the employee to the ESD Human Resources Office. The employee will have seven (7) calendar days from the receipt of such notice to notify the ESD of intent to return. The employee must thereafter report on the starting date specified by the ESD providing that this will not be less than fourteen (14) calendar days from the date the notice of recall was received, or lose all recall rights. An extension shall be granted if a recalled employee is employed by an Oregon school district while awaiting recall, and if that district is not willing to release the employee until the end of sixty (60) calendar days. The recalled employee will not be required to report by the fourteen (14) day deadline if they would thereby jeopardize their Oregon TSPC license. The District shall comply with state and federal law regarding staff who are engaged in active military service at the time of notice.

- b) Recall rights shall not be lost if recall is declined for a position that is fewer hours than the position held previous to layoff. An employee laid off from a full-time position may accept recall to a less than full-time position without losing recall rights for a full-time position. Recall rights shall be lost if recall is declined for a position with more hours than the position held before layoff.
- c) Employees on the recall list who gain new licenses, endorsements, or authorizations, shall be considered for recall to positions requiring the new skills, but cannot displace a retained employee. Employees shall bear responsibility of notification to Human Resources.
- d) All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave and seniority, will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule. An employee will not receive increment credit for the time spent on layoff unless the employee was employed by an accredited school district for a period of time equal to 135 days. Time spent working in another accredited school district will not count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.
- e) Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier. The ESD shall continue to pay premiums for insurance benefits on behalf of the employees as follows:
 - i) For employees laid off between the first (1st) and fifteenth (15th) of the month, insurance benefits will continue until the end of that month.
 - ii) For employees laid off between the sixteenth (16th) and the last day of the month, insurance benefits will continue until the end of the following month.
- f) Employees covered by this Article will be given consideration for substitute work; such will not affect employee recall rights.
- g) In determining which employee or employees to recall, the Board will recall in reverse order of layoff, providing the recalled employee has the proper licensure, certification, or authorization. Merit and competence may apply as set forth above. Any employee who does not accept a recall will lose all further recall rights and will be deemed to have resigned from ESD employment. Any employee not recalled pursuant to this Article within twenty-seven (27) months of layoff will no longer be eligible for recall.

ARTICLE 16 - NEGOTIATION PROCEDURES

- 1) Reasonable attempts will be made to maintain parity of team size at the bargaining table. The parties may agree to appoint other committees to perform tasks preliminary to or supplemental to negotiations. Nothing herein is intended to preclude open bargaining sessions.

- 2) It is recognized that employees representing the Association for the purpose of negotiations are acting on behalf of the Association and its members and not in their capacities as employees of the Board. Such employees shall suffer no loss of pay or other benefits in performing this function and the Board shall incur no additional financial obligation as a result of their participation in negotiations.

ARTICLE 17 - ADMINISTRATION OF THE CONTRACT

- 1) It is agreed that, before the parties to this Agreement will resort to remedies afforded them under Oregon Law, they will first exhaust the remedies provided by the grievance procedure of this contract.

- 2) The duration of this Agreement shall be for three (3) years from its effective date provided, however, that it shall be renewed automatically on its termination date for another (1) year in its existing form, unless (1) party gives written notice to the other party before February 1 of the year in which the contract expires of its intention to terminate, amend, or modify the Agreement. It is intended by the parties that a renewed Agreement shall have the same effect as an original Agreement between the parties.

ARTICLE 18 - SEPARABILITY

- 1) In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- 2) Should any provision of this Agreement be invalidated as described above, that provision shall be subject to renegotiation upon the request of either party. Such request and subsequent negotiations shall be conducted according to the provisions of ORS 243.698.

ARTICLE 19 - ECONOMIC PACKAGE

1) Salary

- a) For 2023-2024, salary schedules shall be increased 6%, effective July 1, 2023. Normal step movement will be granted.
- b) For 2024-2025, new salary schedules implemented. Normal step movement will be granted.
- c) For 2025-2026, salary schedules shall be increased by 4%. Salary schedules shall include a new Step 18 for the MA+45 column that is 1.5% greater than Step 17. Normal step movement will be granted.
- d) Special Education Differential-
 - i) Beginning in the 2023-24 school year, employees that meet the following criteria shall be eligible for a differential of 5% at MA, Step 1, each school year, prorated based on FTE and percentage of contract year employed:
 - (1) Special Education (employed specifically as an Evaluator, Case Manager, Consultant and/or Service Coordinator)
 - (2) School Nurse
 - ii) Are TSPC licensed and working in the capacity of one of the following positions:
 - (1) Special Education (employed specifically as an Evaluator, Case Manager, Consultant and/or Service Coordinator)
 - (2) School Nurse

OR

- iii) Are State or Nationally Board licensed and working in the capacity of one of the following positions:
 - (1) Audiology
 - (2) Speech Language Pathology
 - (3) Occupational Therapy
 - (4) Physical Therapy
 - (5) Masters in Social Work
 - (6) School Psychology
 - (7) Nursing

OR

- iv) EI/ECSE Specialists with authorization from the Oregon Department of Education.
- v) Employees will receive their differential payment in the December paycheck.
- e) Mentor Stipend-
 - i) Beginning in the 2024-25 year, Mentors will receive an annual stipend in the amount of 3% of MA, Step 1, prorated based on FTE and percentage of contract year employed. Employees will receive their stipend payment in the May paycheck.

f) Bilingual Stipend-

- i) For the 2023-24 year, a stipend of one thousand two hundred fifty dollars (\$1,250.00) shall be added to the wages of employees who occupy positions designated by the District as bilingual required.

OR

A yearly stipend of five hundred dollars (\$500.00) per year shall be added to the wages of employees who demonstrate that they are proficient in a DISTRICT designated second language.

- ii) Beginning in the 2024-25 year, a yearly stipend of 3% at MA, Step 1 per year shall be added to the wages of employees. In order to qualify for the stipend, employees must pass the District's language proficiency standard. Stipend to be prorated based on employee FTE, and percentage of remaining contract year employed after passing the standard. Employees will receive their Bilingual Stipend in the May paycheck.

2) PERS

- a) During the term of this Agreement, the District shall continue to "pick up" the employees' contribution of six percent (6%) towards the PERS and/or OPSRP (as applicable) retirement benefits.

3) Reemployment of Oregon PERS Working Retirees

- a) In accordance with the law, employees in good standing who desire to retire and work back may be hired back for the remainder of the school year if they give notice at least 60 days prior to their retirement date.

4) Initial Salary Placement

- a) People assigned to the below positions will be placed no lower than MA +24 column.
 - i) Audiology
 - ii) Speech Language Pathology
 - iii) Occupational Therapy
 - iv) Physical Therapy
 - v) Masters in Social Work
 - vi) School Psychology
- b) Beginning in the 2024-25 school year, people assigned to the below positions will be placed in the MA +45 column.
 - i) Audiology
 - ii) Speech Language Pathology
 - iii) Occupational Therapy
 - iv) Physical Therapy
 - v) Masters in Social Work
 - vi) School Psychology

- 5) Employees who hold a TSPC license, or Oregon Department of Education license, shall be awarded full credit for teaching experience in a public school or state-operated or state-supported education program for each year in which it is verified the teacher worked at least one hundred and thirty five (135) consecutive days. Verified employment of at least one calendar month, but less than one hundred and thirty five (135) consecutive days, will be combined to create blocks of experience greater or equal to one hundred and thirty five (135) days and applied towards vertical step placement. Substitute teacher experience will only be considered when verifiable and for continuous assignment of one calendar month or longer.
 - a) Initial step placement on the salary schedule for employees shall be based on prior teaching experience, plus any work experience directly related to the licensed position for which they are hired. Directly related work experience shall be determined by the District.
 - b) Employees who hold CTE license for their CTE assignment, shall be awarded one year of prior experience for each year of verifiable full time trade, business, industry, or instructional work directly related to the subject area of their assignment.

6) Salary Advancement

- a) For TSPC or Oregon Department of Education licensed employees, consideration for salary advancement shall require accredited university or college credits presented on official transcripts.
- b) Employees who hold a CTE license through TSPC and CTE assignment shall be allowed to move across the salary schedule columns in a like manner as regularly licensed employees. Advancement will be based upon college level coursework related to the profession of education and/or their industry, beyond initial licensure.

With prior approval, CTE employee referenced in this section may receive credit for column advancement on the salary schedule, for credits obtained from substantive training sponsored by other credible organizations where the subject matter is related to their current assignment.

Every fifteen (15) hours of approved training shall count as one (1) credit toward column advancement. Employees must submit for pre-approval and proof of class completion to the Human Resources Department.

7) Insurance Benefits

- a) The Association shall select insurance package options from those available under OEGB to be made available to bargaining unit members by the District.
- b) For each eligible bargaining unit member electing to receive insurance benefits, see Section 4.a, the District will make a monthly contribution towards medical, dental and vision insurance premiums as follows:
 - i) 2023-2024 the cap shall be \$1,460 per month per 1.0 FTE employee.
 - ii) 2024-2025 the cap shall be \$1,460 per month per 1.0 FTE employee.
 - iii) 2025-2026 the cap shall be \$1,485 per month per 1.0 FTE employee.

- c) Employees who select an insurance package that has a monthly premium cost equal to or less than the maximum district contribution shall have the full premium paid subject to the provisions of Section 4.a. Employees who select an insurance package with a cost greater than the maximum district contribution shall have the difference deducted from their paychecks.
- d) Beginning in 2024-25, licensed employees shall have a \$500 monthly contribution made to an HRA VEBA should they opt out of medical insurance coverage (paid for from their insurance cap amount). Should an employee opt for an HSA eligible plan, employees shall receive a \$300 monthly contribution made to the District's HSA provider (paid for from their insurance cap amount).

8) Eligibility

- a) Insurance benefits will be paid for regular employees working at least one-half (1/2) time. Paid insurance benefits for regular employees will be directly proportional to the amount of time worked when compared to one (1) full-time equivalency (FTE).

9) Voluntary Salary Deductions

- a) Voluntary salary deductions are available for the following programs:
 - Life Insurance
 - Section 125 Accounts
 - Tax Sheltered Annuities
 - Accidental Death and Dismemberment
 - Short-Term Disability Income Protection
 - Long-Term Disability Income Protection
 - United Way
 - Deferred Compensation
 - Cancer, Intensive Care, and Other After-Tax Insurance
 - OEA Foundation

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

11) Insurance Pool

- a) 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 ESD's insurance program.
- b) Pool fund calculations will be verified by the Executive 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 WVEA President via email when changes impact the insurance pool funds.
- f) WVEA is responsible for the administration of the insurance pool and for notifying membership of changes to the pool.
- g) By the 1st of September, Association and District representatives shall consult regarding information exchange deadlines needed to determine licensed pool amounts. An expectation exists that employees shall have until the 10th of September to make open enrollment declarations.
- h) After the licensed pool amounts have been determined in September, a following June pool amount is projected. As long as the pool amount is projected to have a balance of a minimum of \$70,000, employees hired after the start of the school year shall benefit from the pool in the same percentage as a similarly situated existing employee (e.g. plan/tier).

12) Non-School Day Student Supervision

- a) Employees supervising students during non-school days will be paid their regular hourly rate for up to eight (8) hours per day, contingent on adequate funding being available through the funding source to cover these costs.
- b) When supervision includes overnight and on-sight responsibilities, employees will receive an additional \$125 per night, contingent on adequate funding being available through the funding source to cover these costs.

ARTICLE 20 - TERMS OF AGREEMENT

- 1) The effective date of this Agreement shall be July 1, 2023 to June 30, 2026.
- 2) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter (except by mutual agreement), even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 21 – DISCIPLINE

1) Discipline

- a) The District will use just cause and progressive discipline when disciplining or dismissing employees, except as provided for in Section 4.

2) Just Cause

For the purpose of this Article, just cause is defined as:

- a) Complete and Fair Investigation. An investigation, taking the accused employee's version of the facts into account shall be conducted regarding any charges or allegations.
 - b) The employee will be given written notice of the charges and will be given the opportunity to meet with their supervisor or designee to respond to the charges or allegations before discipline is administered.
 - c) Reasonableness of Discipline. The employee's past record shall be considered in determining the discipline. Disciplinary action shall be proportional to the seriousness of the employee's offense.
 - d) Evidence or Proof of Infraction. In order for discipline to be administered the District must have evidence or proof supporting the allegations or charges. The burden of proof for any given issue at arbitration is to be argued by the parties and decided by the arbitrator.
 - e) Adequate Warning & Reasonableness of the Rule. Employees shall be given forewarning of the performance and behavioral expectations of the District, except for those offenses (including theft, insubordination, and intoxication on the job), which by common knowledge, may properly be expected to be disciplined.
 - f) Consistent Application of Rules and Expectations. The District shall administer its rules and expectations in a consistent manner in light of all relevant circumstances.
- 3) At any meeting called by the supervisor that the employee feels could lead to discipline, the employee shall have the right to have an Association representative present. The employee will be given at least three (3) days advance notice of the meeting, which the employee may voluntarily waive.
- 4) This Article shall not apply to the dismissal or non-renewal of probationary licensed employees who are in the first three (3) years of employment with the District, or the dismissal of employees covered by the Oregon Fair Dismissal Law.
- 5) Paid administrative leave pending an investigation shall not be considered discipline.

ARTICLE 22 - HEALTH AND SAFETY

1) Health and Safety

- a) The District and the Association shall establish a joint Safety Committee as provided for by state law and administrative rules. The District and the Association shall appoint their respective members in accordance with at least the minimum number of members as provided by law or administrative rule.
- b) Alleged violations of this section shall be reported to the employee's supervisor as a first step and to the WESD Safety Committee, if appropriate.
- c) Alleged violations of this section are exempt from the grievance process of the Agreement and may be pursued through the appropriate state or federal agency if no action has been taken under Section 1.b.
- d) No reprisals or discrimination shall be taken against any employee who makes disclosures of unsafe or unhealthy working environment.

2) Public Health Emergencies

- a) In the case of pandemic or other similar public health emergency as declared by proper authorities, the District shall bargain upon demand over any changes or impacts to mandatory subjects of bargaining in accordance with ORS 243.698.
- b) In the event the District becomes aware of a situation described above, the District will meet with Association leadership to provide notification of the emergency and discuss measures designed to protect the health and safety of bargaining unit employees within the scope of their employment.

3) Property Damage/Loss

The District shall reimburse employees for loss of or damage to personal property under the following circumstances:

- a) If property is stolen or damaged where there is evidence of forcible entry on a locked container provided by the District or forcible entry into another secured place provided by the District, the District will reimburse the employee up to a maximum of \$800.
- b) If an employee is required to use District equipment and the equipment is damaged or stolen due to no fault of the employee, then the District shall pay the applicable deductible and/or replacement costs.
- c) In regards to District equipment loaned to employees, employees agree to follow current applicable district policy.
- d) In the event an employee's vehicle is vandalized during work hours while on district property or when at an itinerant site (including home visits), at the employee's discretion they will file a police report and submit a copy to the district for reimbursement of deductible costs up to \$250.

ARTICLE 23 – LEAVES

1) Bereavement Leave

- a) Employees shall be allowed up to five (5) days leave, with pay, for each death in the employee's immediate family (employee's immediate family is defined to include: spouse/partner, children, including stepchildren, grandchildren, parents, including stepparents, grandparents, brother, sister, aunt, uncle, any person who is a resident of the employee's household, a person for whom the employee holds legal guardianship and spouse's/partner's mother and father, including spouse's/partner's stepparents).
- b) Up to one-half day of bereavement leave will be granted to attend the funeral of a student, or colleague.
- c) The Superintendent or designee may authorize bereavement leave to be utilized in the event of a death of a person not specifically listed in Section 1) a) herein.

2) Sick Leave

- a) Sick Leave, in addition to covering an employee, shall also cover the absence of an employee due to the illness or medical appointments of a member of the employee's immediate family or household. Sick Leave may also be used for any reason set forth in the Oregon Sick Time Law. The definition of immediate family or household members is the same as defined by FMLA and OFLA.
- b) Sick Leave will be administered in accordance with the provisions contained in ORS 332.507. The parties agree that this article constitutes a substantial program for purposes of ORS 653.611.
 - i) Employees shall be granted a minimum of ten (10) days of sick leave at full pay for each full work year. Employees assigned to a 205 day to 220 day contract shall be awarded one additional day (11 total days). Employees assigned to a 221 day or greater contract shall be awarded two additional days (12 days total).
 - ii) An employee who serves for a fraction of the school year or school days shall receive benefits on a prorated basis.
 - iii) Certification of one (1) or more physicians that an illness or injury prevents an employee from carrying out their duties may be required when the employee is absent in excess of five (5) consecutive contract days. The District may require such certification as a condition of allowance of Sick Leave at any time if it appears that an employee may be abusing Sick Leave privileges, or when an employee is absent in excess of five (5) consecutive days.
 - iv) An employee who is assigned for a school year but is unable to assume assigned duties at the start of that year shall be allowed Sick Leave up to, but not to exceed the maximum accumulated prior to the start of that year, to be paid the same as though the sickness or injury had been incurred after a return from duty for the school year.

v) At the time of original employment or subsequent reemployment by the District, an employee who was previously employed in an Oregon school district shall be credited with up to 75 days unused Sick Leave accumulated in and reported by such prior district; provided, however, that:

(1) In the calculation, no single Sick Leave day will be counted more than once.

vi) Sick Leave will not be earned during a period when an employee is on leave without pay.

c) On each payday, each employee shall be given a written accounting of their use and accumulation of Sick Leave.

d) An employee is eligible to access accrued Sick Leave on those days they are scheduled to work but it has been certified by a doctor they are unable to work due to a disability caused by pregnancy.

3) Personal Leave

a) Up to three (3) days of non-cumulative Personal Leave will be granted per contract year. The following provisions must be adhered to when such leave is used:

i) Personal Leave for licensed employees working on a traditional school-year calendar may not be granted on days when mandatory meetings are scheduled during the week prior to the beginning of school, the first week of school or the last week of school as indicated on the employee's assigned calendar(s). The Director of Human Resources may make exceptions for once-in-a-lifetime events (i.e. son/daughter's wedding, graduation, etc.) or in the case of emergency.

ii) The appropriate supervisor must be notified at least two (2) working days in advance of one of the above-listed reasons for taking said leave and must give prior approval before leave may be taken, except in the case of an emergency.

iii) In case of an emergency, the employee may verbally notify the immediate supervisor that an emergency situation exists and leave shall be granted. As soon as possible upon returning to duty, the employee shall submit the appropriate request for Personal Leave; upon the District's receipt, Personal Leave shall be granted.

iv) Employees will have the option of being paid the substitute rate for up to one (1) unused Personal Leave day each year at the end of their contract year.

4) Leaves of Absence Without Pay

It is the employee's responsibility to manage their accrued paid leaves in a manner that does not lead to reliance on Leave Without Pay (LWOP). LWOP is not an entitled, accrued benefit and shall only be used when approved by their Supervisor and Human Resources.

- a) A regular employee, upon application in writing and upon approval of the superintendent, may obtain leave of absence without pay for a period not to exceed one (1) year, except as provided in Oregon Revised Statutes. Sick leave, and other employee benefits, except seniority, shall not accrue during the period of the leave. The following provisions must be adhered to when such leave is used:
 - i) Prior Application – All applications must include the effective date of the leave and the date on which the leave will terminate. Applications shall be submitted to the Office of the Superintendent, when possible, no later than sixty (60) days prior to the date the leave is to become effective.
 - ii) Reinstatement Upon Expiration – At the expiration of the leave, employees shall be reinstated to service with the District in a position comparable to the one (1) held at the time the leave commenced without loss of any rights or benefits which would ordinarily accrue during any leave of absence.
 - iii) Exceptions – Employees will be returned to service with the District upon the expiration of leave in a position at least commensurate with the position formerly held, except when the position formerly occupied has been abolished.

5) Court Appearances

- a) Employees who appear before a court, legislative committee, or other judicial or quasi-judicial body as a witness pertaining to their work duties in response to a subpoena or other direction by proper authority, shall be granted leave for such appearance, provided that the salary paid to such employee shall be reduced by an amount equal to that received by such employee as witness fee (excluding travel expenses). This provision does not apply in any case where the Association or the employee is a complainant in a case against the District.

6) Jury Duty

- a) Any regular employee shall be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such employee for the period of absence shall be reduced by the amount of any monies paid for jury service (excluding travel expenses).

ARTICLE 24 - PROFESSIONAL ISSUES COMMITTEE

- 1) The Professional Issues Committee shall be composed of ten (10) members with five (5) members appointed by the Association and five (5) members appointed by the District. Notwithstanding, the parties agree that the Association's president will serve on the Committee as will a cabinet-level administrator from the District. Permanent or temporary membership on the Committee may be expanded by the mutual agreement of the Association and the District. Either party may have consultants present at committee meetings as they deem appropriate. It has been further agreed that the parties may in turn create additional subcommittees underneath the auspices of the Professional Issues Committee as the parties may deem appropriate.
- 2) The Committee shall meet when necessary, but not more than once each month, unless mutually agreed otherwise. Committee members shall be in pay status during time spent in committee meetings. A bargaining unit member serving on the Professional Issues Committee shall coordinate any necessary coverage of regular duties with their immediate supervisor; however, attendance at committee meetings may not be denied except in emergency.
- 3) The parties agree that the Professional Issues Committee shall be on a meet-and confer basis only. The Committee shall not be construed as having the authority or entitlement to negotiate collective bargaining contract language, or to contravene any provision of the collective bargaining agreement, or to enter into any agreements binding on the parties to the collective bargaining agreement, or to resolve issues or disputes surrounding the implementation of the collective bargaining agreement, or to hear matters that should be resolved through the grievance procedure of the collective bargaining agreement.
- 4) Committee recommendations which may require a Memorandum of Understanding shall not be implemented until the Memorandum has been signed by the District's Board Chairperson and the Association President. Any recommendation which requires an amendment of the collective bargaining agreement must be approved by the District's Board of Directors and by the Association through its internal ratification process.

ARTICLE 25 – EVALUATION


- 1) The primary purpose of evaluation will be to promote professional growth and effective performance of Association members. The evaluation process is intended to promote self-reflection and identification of specific areas of job performance for continuous improvement.
- 2) If concerns should arise with the licensed evaluation handbook or licensed evaluation implementations, they will be brought to the Professional Issues Committee for collaboration and review.
- 3) Revisions to the licensed evaluation handbook will be posted via the District’s website each year by August 15th.

EXECUTIVE SIGNATURES

THIS AGREEMENT shall be effective as of July 1, 2023, shall be binding upon the Board, the Association and its bargaining unit members, and shall remain in full force and effect through June 30, 2026.

Executed in Salem, Oregon by the undersigned officers by the authority and on behalf of the Willamette Education Service District and Willamette Valley Education Association.

FOR THE WILLAMTTE EDUCATION SERVICE DISTRICT:



Superintendent 12/5/23

Date



Board Chair 12/5/23


Date

FOR THE WILLAMTTE VALLEY EDUCATION ASSOCIATION:



President 12/5/23

Date



Negotiations Committee Chair 12/05/23

Date