COLLECTIVE BARGAINING AGREEMENT

between

WOODBURN SCHOOL DISTRICT 103

Marion County, Oregon

and

WOODBURN EDUCATION ASSOCIATION

July 1, 2025 through June 30, 2028

Adopted by WSD Board: 8/18/2026

Table of Contents

PREAMBLE **7**

ARTICLE 1 - STATUS OF AGREEMENT **8**

A. Recognition 8

B. District Policies 8

C. Copies 8

D. Limitations 9

ARTICLE 2 - NEGOTIATION OF A SUCCESSOR AGREEMENT **10**

A. Negotiation of Successor Agreement 10

B. Modification 10

ARTICLE 3 – ASSOCIATION COMMUNICATION AND RIGHTS **11**

A. Information 11

B. Use of School Building 11

C. Use of School Equipment 11

D. Bulletin Boards 12

E. Use of District Communication Systems 12

F. Association Leave 13

G. Association President Release 13

H. Right to Speak at Meetings 14

I. Availability of Collective Bargaining Agreement 14

J. New Educator Communication 14

ARTICLE 4 - MANAGEMENT RIGHTS **17**

A. District Powers *17*

B. CBA Shall Be Controlling *17*

ARTICLE 5 - EDUCATOR ADMINISTRATOR LIAISONS **18**

A. Monthly Liaisons with Building Administrators *18*

B. Monthly Liaisons with Superintendent *18*

C. School Community Council *18*

ARTICLE 6 – GRIEVANCE PROCEDURES **20**

A. Definitions 20

B. Purpose 20

C. Procedure 21

D. Levels of Grievance 22

ARTICLE 7 – EVALUATION **25**

A. Purpose 25

B. Process 25

C. Evaluation Grievances 27

ARTICLE 8 - JUST CAUSE, DUE PROCESS, AND EDUCATOR DISCIPLINE **28**

A. Just Cause 28

B. Due Process Provision 28

C. Exception 29

D. Progressive Discipline 29

ARTICLE 9 - PERSONNEL FILES **30**
A. Contents of Personnel Files 30
B. Reviewing Personnel or Working Files 30
C. Removing Materials from Personnel Files 31
ARTICLE 10 – COMPLAINT PROCEDURE AND CONFLICT MEDIATION OPTIONS **32**
A. Complaint Procedure 32
1. All Complaints 32
2. Educator to Educator Complaints and Mediation Option 33
3. Exceptions to this Complaint Procedure 33
4. Confidentiality and Protection Against Retaliation 33
5. Documentation and Record-Keeping 33
ARTICLE 11 – ASSIGNMENTS, VACANCIES AND TRANSFERS **35**
A. Notice of Assignment 35
B. Vacancies 35
C. Administrator Directed Transfer 36
D. Reassignment and Transfer Compensation 36
E. Moving Compensation 37
F. Summer School Positions 37
ARTICLE 12 – WORKING CONDITIONS AND SAFETY **38**
A. Telephone Use and Workspace 38
B. Reference and Professional Materials 38
C. Safety 39
D. District Safety Committee 40
E. Indoor Air Quality 40
F. Indoor Temperature 40
G. Hazardous Conditions 41
H. Short-term School Closures 41
I. Extended School Closure 41
J. Electronic Surveillance 42
ARTICLE 13 - EDUCATOR WORK YEAR **44**
A. Standard Educator Work Year 44
B. Specialized Educator Work Year 46
C. Calendar Development and Review Process 46
ARTICLE 14 – WORKING HOURS AND WORKLOAD **47**
A. Work Day 47
B. Preparation Time 47
C. Compensation for Additional Duties 49
D. Class Size/Workload 49
ARTICLE 15 - INITIATING DISTRICT PROGRAMS **54**
A. Instructional Program: 54
B. Early Notification and Participation 54
C. Educator Input 55

D. Evaluation of the Program....55
ARTICLE 16 - SUBSTITUTES....56
A. Colleagues Covering Unfilled Vacancies....56
B. Retiring Educator Preference for Long-Term Positions....56
C. General Provisions....57
ARTICLE 17 - NONDISCRIMINATION....58
ARTICLE 18 - LAYOFF, REDUCTION-IN-FORCE, AND RECALL....59
A. Layoff....59
B. Recall....60
C. Miscellaneous....60
ARTICLE 19 - PAID LEAVES....61
A. Sick Leave....61
B. Jury Duty/Witness Leave....62
C. Professional Leave....62
D. Injury on Duty....62
E. Personal Leave....63
F. Bereavement Leave....63
G. Family Medical Leave....63
H. Flex Time....64
I. Sick Leave Bank (SLB)....64
ARTICLE 20 - UNPAID LEAVES....67
A. Parental Leave....67
B. Exchange Teaching....67
C. Professional Study....67
D. Military....68
E. Religious Unpaid Leave....68
F. Return from Leave....68
G. Preparing for Unpaid Leave....69
ARTICLE 21 - TUITION REIMBURSEMENT AND PREPAYMENT....70
A. Courses Needed for HQ Status, License or Endorsement....70
B. Courses other than Category "A"....70
C. Tuition Reimbursement Committee....70
D. Seminars, In-Service Training....71
E. Terms of Reimbursement....71
F. Terms of Prepayment....71
G. Maximum Annual District Expenditure....71
H. Option of Signing a 3-Year Commitment to WSD....72
I. Workshops and Conferences....72
J. Reduction-In-Force....72
ARTICLE 22 - PROFESSIONAL COMPENSATION....73
A. Salary Schedule....73
B. PERS Contribution....73

C. Additional Duty Schedule 73
D. Extended Contracts 73
E. Extended Contracts: Special Education 74
F. ESOL & Language Differentials 74
G. Initial Salary Schedule Placement 76
H. Initial Salary Placement for Student Service Educators 76
I. Credit for In-District Service 76
J. Pay Dates 77
K. Educational Advancement 77
L. Longevity 77
M. Professional Growth Stipends 77
ARTICLE 23 - INSURANCE 79
A. District Contribution 79
B. Continuation 79
C. Part-time Employees 79
D. Domestic Partners 79
E. Insurance Premium Pool 80
F. Benefits Into Retirement 80
ARTICLE 24 - DUES AND PAYROLL DEDUCTIONS 81
A. Dues Authorization 81
B. Remittance to Association 81
C. Other Deductions 81
D. Indemnification: 81
E. Types of Deductions 81
ARTICLE 25 - STRIKES AND LOCKOUTS 83
ARTICLE 26 - DUAL LANGUAGE EDUCATION 84
A. *Language Program Coordinators* 84
B. *Curriculum in Language of Instruction* 84
C. *Providing Professional Development* 84
D. *Recruitment and Retention of Bilingual Educators* 85
E. *Dual Language Advisory Board* 85
ARTICLE 27 - MISCELLANEOUS PROVISIONS 86
A. Separability 86
B. Savings Clause 86
C. Funding 86
ARTICLE 28 - PROFESSIONAL ISSUES COMMITTEE 87
A. Purpose and Scope 87
B. Committee Composition 87
C. Co-facilitation 87
D. New Program Review 87
ARTICLE 29 - STUDENT BEHAVIOR SUPPORTS AND SAFETY 88
A. Purpose 88

B. Professional Development 88
C. Educator Resources 88
D. School Climate Plans 89
E. Threat/Causing Fear of Harm, or Physical Attack/Harm Upon an Educator 89
F. Personal Injury Benefits and Property Loss 90
ARTICLE 30 - IMMIGRATION - SAFETY AND RELATED PROTECTIONS 91
A. Safe and Supportive Schools 91
B. Rights During Enforcement 91
C. Educators Support and Leave 92
D. Privacy and Confidentiality 92
E. Employee Rights and Resources 92
F. Participation 92
G. *Immigration Law Compliance with Working Conditions* 93
ARTICLE 31 - DURATION 94
Appendix A - Salary Schedule (LPN, RN, BSN, MSN) 2025-2026 95
Appendix A - Salary Schedule (LPN, RN, BSN, MSN) 2026-2027 96
Appendix A - Salary Schedule (LPN, RN, BSN, MSN) 2027-2028 97

Appendix A - Salary Schedule 2024-2025 98
Appendix A - Salary Schedule 2025-2026 99
Appendix A - Salary Schedule 2026-2027 100
Appendix A - Salary Schedule 2027-2028 101

Appendix B - Athletic Position Rankings- High School 102
Appendix B - Athletic Position Rankings- Middle School 103
Appendix B - Extended Season Pay and Activity Supervision 104
Appendix B - Athletic Extra Duty Schedule 105

Appendix C - Activity/Academic Position Rankings 106
Appendix C - Activity/Academic Extra Duty Schedule 108

Appendix D - Grievance Form Woodburn School District 109

PREAMBLE

This Agreement is entered into by and between the Woodburn Education Association, hereinafter called the "Association", and School District Number 103, Marion County, Oregon, hereinafter called the "District".

The District and the Association recognize and declare that providing a quality education for the children of Woodburn is their mutual aim, and that the character of such education depends on the quality and morale of the teaching service. The District and the Association recognize that staff working conditions are student learning conditions. The District and the Association recognize that both staff and students deserve a safe environment where they are respected, supported, and valued. The District and the Association acknowledge their responsibility to promote a physically and mentally healthy and balanced work environment. The District and the Association also acknowledge their responsibility to educate, support, and keep students safe to the best of their ability.

The District and the Association believe that a well-rounded public education should prepare every student for their choice of college or career path and full participation as an active and informed community member, regardless of race, economic class, ethnicity, immigration status, gender, gender expression, health, ability or sexual orientation. We know and love Woodburn students and their many ways of learning. We share the commitment to offer and support multiple pathways for students to become multilingual and multicultural at all grade levels, while maintaining a high level of academic excellence.

We believe it is essential to restore, reinvent and reclaim the promise of a strong, equitable and accessible public education for Woodburn students. Both parties commit to providing students with an enriched, diverse, and comprehensive whole-child education, which:

- improves physical and emotional health
- promotes safety and belonging through restorative practices
- engages learners in critical and creative thinking
- supports learners to achieve academic proficiency, including the effective use of technology
- fosters leadership in our communities and beyond
- includes educators, students, and families in making decisions about their work, their instruction, and their school community
- guarantees access to high quality teaching
- guarantees every student has access to the core curriculum
- uses data to guide actions and interventions that lead to improving learning outcomes for students

Toward this end the parties have reached certain understandings about the working and learning conditions in Woodburn School District, which they desire to confirm in this Agreement.

Nothing contained in this preamble to the contract is grievable.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - STATUS OF AGREEMENT

A. Recognition

The Board recognizes the Woodburn Education Association, hereinafter referred to as the "Association," as the exclusive bargaining agent with respect to employment relations, the negotiation of an Agreement, or any question arising thereunder, for the term hereof, of all full time, temporary and part-time licensed personnel employed by the District. These personnel include but are not limited to: all school personnel licensed by TSPC: educators, counselors, school nurses, school psychologists, speech language pathologists, and social workers employed by the District. For this agreement the terms "educator" and "employee" shall be used interchangeably.

All administrative, classified, confidential and supervisory personnel, including, but not limited to principals, assistant principals, substitutes and speech language pathology assistants shall be specifically excluded from the bargaining unit. However, such exclusion does not preclude recognition of such positions in the future. Questions of unit determination and/or clarification shall be resolved through negotiations. If the parties are unable to reach agreement, such questions shall be referred to the Employment Relations Board for a determination.

B. District Policies

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become a part of the rules and regulations, practices and procedures, which are consistent with this Agreement.

C. Copies

There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association. The cost of reproducing this Agreement shall be shared by the District and the Association.

D. Limitations

The purpose of this Article is to recognize the right of the bargaining agent to represent educators 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 function or policy. The Board reserves the right to create, to combine, or eliminate any positions it judges necessary, subject to the terms of the Agreement and the laws of the State of Oregon.

ARTICLE 2 - NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Negotiation of Successor Agreement

No later than April 1st of the calendar year in which this Agreement expires, both parties agree to enter into negotiations in a good faith effort to reach agreement concerning educators' salaries, hours, terms and conditions of employment, and other matters of mutual concern. Regardless of whether the parties have met, it is expressly agreed that the 150 days of bargaining required by ORS 243.712 shall begin no later than April 1st. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association after ratification. Nothing in this paragraph shall serve to modify the parties' obligation to bargain in good faith set forth in Oregon law.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing (Memorandum of Understanding, etc.), duly executed by both parties.

ARTICLE 3 – ASSOCIATION COMMUNICATION AND RIGHTS

A. Information

1. The Board shall provide the Association access to all information necessary for its functioning as exclusive bargaining representative pursuant to the Public Employee Collective Bargaining Act (PECBA), ORS 243.650 – 243.782.

2. Specifically, upon request the District shall provide to the Association any documents or data that will assist the Association in performing its bargaining, contract maintenance, representation, and organizing functions. Whenever possible, such information shall be provided in an electronic format.

3. Requested information that is readily available, including personnel data, budget reports, policies, and video surveillance recordings shall be provided within ten (10) working days upon receipt of the request, and will be provided sooner than that time period if at all possible. If a delay is necessary, the District must notify the Association in writing with a proposed timeline and reason for the delay.

4. If the requested information requires original research or extensive compilation, the District will notify the Association and provide a proposed timeline for providing the information based upon the estimated time to compile the documents.

5. The District may charge the Association for the actual costs of providing information.

B. Use of School Building

1. The Board agrees that the Association may use school buildings under the same conditions that other community groups are allowed to use the buildings.

C. Use of School Equipment

1. The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials, supplies, and repairs incidental to such use.

D. Bulletin Boards

1. Upon request, the Association will furnish and install at least one (1) bulletin board in each faculty lounge, at each worksite, for posting of Association Notices. Any new bulletin board shall be no smaller than three feet by four feet (3' x 4'). The bulletin board size and location shall be determined in collaboration with the building administrator.

2. The Association may place announcements and information on the bulletin board reserved for Association use in an easy to access location in each faculty lounge at each worksite.

3. The Association may furnish a binder to be kept in the faculty lounge for the purpose of storing materials such as membership forms, copies of the Agreement, Association contact information, and other relevant materials.

4. Upon request, the Association may furnish and install a secure deposit box on the wall of each faculty lounge for the purpose of keeping internal Association information including, but not limited to, Association election nomination forms and ballots, grievance forms, membership surveys, etc. The Association will be responsible for all management and security of secure deposit box. The size and location shall be determined in collaboration with the building administrator.

E. Use of District Communication Systems

1. The Association shall have the right to use the school mailboxes and email for communication purposes.

2. Association communications shall be labeled as coming from the Association.

3. Association use of e-mail shall comply with the District's acceptable use policy.

4. In the event of any interruptions in system access, the IT Director will make an effort to inform the Association president within 48 hours of the:

   a. nature of, duration and frequency of the interruption(s)

   b. resolution plan and estimated time of resolution of the interruption(s)

   c. measures taken to prevent the future repetition of such interruption(s).

5. District communication systems shall not be used to monitor or restrict Association activities without prior notification and mutual agreement.

6. The District shall be responsible for the transportation of all and any District materials between school buildings. Association agrees to hold the District harmless against any claim brought against the District as a result of this Section.

F. Association Leave

1. Association officers and representatives are granted sixty-five (65) days annually to conduct Association business.

2. The Association shall reimburse the District for the cost of a substitute educator (if a substitute is actually hired) and/or coverage of missed protected prep time.

   a. The billing for such reimbursement will indicate the member for which the substitute was hired and the date of such leave.

   b. The billing shall be done on a quarterly basis.

   c. If a substitute is not required or was not provided, the Association will not be charged.

3. No single individual may use more than twenty-five (25) of these days, with the exception of the mutually agreed upon Association President release.

4. All such absences shall be scheduled a reasonable time in advance by the Association president or vice president through human resources.

5. During years in which bargaining occurs, release time for the Association bargaining team members will not be counted against the limit.

G. Association President Release

1. Upon request of the Association, leave time for the Association President shall be granted between .35 and .4 FTE (unless the WEA Association requests less) on a schedule mutually agreed upon by the District and Association. The Association President and

District designee shall meet to determine a schedule mutually agreeable to the District and the Association prior to its implementation.

2. If leave is granted to the Association President, the Association shall reimburse the District for the cost of the salary and benefits at the corresponding proportionate rate. The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing, including calculation, to the Association by July 1st. Reimbursement by the Association shall be made to the Payroll Office by July 31st.

H. Right to Speak at Meetings

1. Upon request, and with prior notice, an Association representative shall be allowed up to ten (10) minutes to communicate with members at any staff, or other professional meetings.

I. Availability of Collective Bargaining Agreement

1. The District shall maintain an accessible electronic version of the current Collective Bargaining Agreement on the district website.

2. The District will provide a hard copy of the Collective Bargaining Agreement to the educator upon request.

J. New Educator Communication

1. The District and Association shall collaborate to assure that all new educators are provided information on rights and responsibilities of educators relating to such topics as, but not limited to, solving issues at the lowest level, complaints, and evaluations.

2. As the official labor representative, the Association has the right to provide a new hire orientation to all bargaining unit employees within thirty (30) days of being hired by the District.

3. Prior to the Start of the Standard Educator Work Year

a. At employee orientations, the District shall provide the Association with one of the following opportunities to meet with all new members of the bargaining unit without undue interference:

   i. Thirty (30) minutes of paid time immediately before lunch followed by a duty free lunch. Or

   ii. Sixty (60) continuous minutes of paid time during the new hire orientation.

b. Association orientations include confidential and protected bargaining unit association information, therefore only bargaining unit employees, Association officers and/or Association staff may be present.

c. The Association orientation will include a presentation from Association officers and/or Association staff on their legal rights as represented employees.

d. The Association may also set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation.

e. No employee shall suffer a loss in compensation or benefits as a result of participation in or attending the Association's presentation.

f. Upon request, the District shall submit to the Association officers and designated Association staff via email:

   i. The date, time, and location for the Association Orientation with at least thirty (30) calendar days advance notice. Any time and/or location change will be communicated promptly

   ii. An initial list of new hires ten (10) calendar days prior to the Association Orientation and shall submit any changes to the new hire list one (1) calendar day prior to the Association Orientation.

4. During the Standard Educator Work Year

   a. On or before September 30, the Association shall propose to the District a schedule that includes a date, time, and location for each month of the school year that includes a thirty (30) minute block of time for the Association to meet with new employees, with the goal of maximizing educator attendance and avoiding interference with District operations.

5. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Association may meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. These meetings may be held on a scheduled monthly basis and held in a central location, within thirty (30) calendar days from the date of hire.
6. Within 10 calendar days of the date of hire, the District shall provide the Association the following information: The employee's name and date of hire, contact information including:

    a. Cellular, home and work telephone numbers

    b. Any means of electronic communication, including work and personal electronic mail addresses

    c. Home address or personal mailing address

    d. Employment information, including the employee's job title, salary and worksite location

7. The District shall provide the Association with the required HB 2016 report no later than August 1st each calendar year.

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

3. The 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 5 - EDUCATOR ADMINISTRATOR LIAISONS

Communication between educators and the Administration is vital, and to this end:

A. Association representatives and their building principals shall meet monthly and upon request of either party. These meetings may occur during normal contract hours (including protected prep time) as long as they do not interfere with student instructional time. Loss of prep as a result of a mutually agreed upon liaison meeting will not result in compensation.

1. Compensation will not be given for attending a mutually agreed upon liaison meeting outside of regular contract hours or loss of protected prep time while attending a mutually agreed upon meeting during contract hours.

2. Meetings canceled by one party shall be rescheduled for a date within ten (10) calendar days; however, meetings may be canceled by mutual agreement of the parties.

3. Meetings canceled by one party for two consecutive months shall be discussed at the district-level liaison meeting.

4. Both parties recognize the importance of discussing any topic related to the work environment, whether related to the Collective Bargaining Agreement or not.

5. The parties will maintain running agendas and shared notes for each monthly meeting, after which the notes may be shared with educators. This does not prevent either party from keeping their own notes, or providing more context and perspective along with the shared notes.

B. Association representatives shall meet monthly with the Superintendent.

1. The parties will maintain running agendas and shared notes for each monthly meeting, after which the notes may be shared with educators.

2. Either party may bring personnel as necessary to address agenda topics.

C. School Community Council

1. To facilitate enhanced communication among all staff during administrative liaison meetings, School Community Council shall be established at each site or school within the district.

2. Each School Community Council shall meet monthly to provide liaison representatives with relevant information for discussion during liaison meetings.

3. The composition of each council shall include no fewer than two (2) certified staff. Two (2) classified staff from the respective site or school will be invited. Membership is open to all staff at the site; however, administrators may not attend. Administrators will be informed of issues raised during council meetings through the established liaison process.

4. The School Community Council at each site shall:

    a. Address site specific concerns and opportunities for improvement.

    b. Collaborate to generate actionable solutions tailored to their respective schools.

    c. Share meeting notes and recommendations with the appropriate district liaison groups for broader discussion as needed.

5. The district recognizes the importance of localized solutions and will provide reasonable support to ensure that each site specific School Community Council is effective in fulfilling its role.

    a. These meetings will not take place during paid time.

    b. The School Community Council will follow the facility request process.

6. The council will re-evaluate its membership yearly.

7. Nothing in Section C. School Community Council is grievable. If any issues arise with Section C, they will be addressed following the processes established in this article.

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 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 herein.

2. Aggrieved Person:

   The "aggrieved person" is the person, persons, or the Association bringing forth the grievance.

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

1. 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.

2. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. 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.

4. 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:

   a. "Days" shall mean any of the 195 contract days of licensed educators throughout the calendar year.

   b. 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:

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

4. Resolution: 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:

   a. 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.

   b. 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:

    a. 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:

    a. All grievances shall be filed on the established form (see Appendix D).

    b. At each step after filing, the grievance and any attachments, shall be provided by the party filing or responding, as applicable, to the other party, on the original document.

8. Meetings:

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

D. Levels of Grievance

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

LEVEL ONE

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

2. In accordance with the requirements as outlined on the grievance form, the aggrieved shall explain the following:

    a. the nature of the grievance,

    b. against whom it is leveled,

    c. what the aggrieved would consider an equitable solution to the grievance.

3. 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.

a. 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.

b. 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.

4. From the date of the aggrieved initial presentation of the grievance, the immediate supervisor shall have ten (10) days to respond to the grievance by completion of the applicable blanks of the grievance form.

LEVEL TWO:

1. 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 ten (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 ten (10) days of receipt of the Level One response, or within ten (10) days of submission of the Level One Grievance, whichever shall occur first.

2. The Superintendent or their designee shall have ten (10) days to respond to the grievance in writing.

LEVEL THREE:

1. 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 ten (10) days of receipt of the Level Two answer or within twenty (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.

2. 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 (5) days following the hearing to respond to the grievance in writing.

LEVEL FOUR:

1. If the aggrieved party is not satisfied with the Board's response, (or the Level Two response) and if the grievance is a contract grievance, the Association shall have the right to have the matter submitted to binding arbitration.

2. A written notice of submission to binding arbitration on the adopted grievance form shall be forwarded to the Superintendent's office no later than ten (10) days after the aggrieved has received the Board's decision.

3. In the event the aggrieved party has not received a response within five (5) days of the Board meeting specified in Level Three above, the Association shall have fifteen (15) days from the date of the Board meeting in which to provide the notice of submission to arbitration.

4. The parties shall have ten (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 to designate a mutually agreeable arbitrator, and obtain a commitment from such arbitrator to serve.

5. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (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.

6. The arbitrator so selected shall confer with representatives of the Board and the Association, and hold hearings.

7. They shall issue their decision no later than twenty (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.

8. 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 herein. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

E. Protection from Retaliation

In alignment with the Public Employee Collective Bargaining Act (PECBA), no educator shall face retaliation or adverse changes in working conditions for exercising their rights under the grievance process. This includes filing a grievance, participating in proceedings, or supporting a colleague in such matters.

ARTICLE 7 – EVALUATION

A. Purpose

The purpose of evaluation shall be the improvement of instruction and the measurement of educator effectiveness; encouraging professional growth; improving communication between employees and their immediate supervisor; and, when necessary, identifying and assisting employees to improve/correct areas of unsatisfactory performance. In order to work, it must be continuous, and constructive in an atmosphere of trust and respect. The success of the evaluation hinges on the commitment of the educator to a plan of professional growth and the commitment of the administrator to provide feedback that is objective, clear and actionable within the boundaries of the current evaluation, and significant opportunities for that growth to take place within those same boundaries.

Nothing contained herein shall be construed to limit the use of said evaluation to those particular purposes, it being understood that they may be utilized for all lawful purposes in determining the educator's status with the District.

B. Process

1. In developing and administering its evaluation system, the District will comply with ORS 342.850, ORS 342.856, the ODE Framework, and the District Evaluation Handbook (currently referred to as WEGES, Woodburn Educator Growth and Evaluation System).

2. Evaluation of educators shall only be conducted by licensed administrators. Information arising from mentoring, peer assistance, peer walk-throughs and peer coaching shall not be used for purposes of evaluation. Administrators will be trained in the evaluation process, and must go through a calibration process annually prior to participating in the evaluation cycle, to ensure consistency in evaluation outlined in the current/revised Evaluation Handbook (WEGES). Prior to the start of the school year, all educators will be provided with a common evaluation training module to help ensure consistent evaluation practices across the District.

3. The District and Association agree to maintain a joint evaluation committee composed of at least as many association members as district representatives. The committee shall meet at least annually, or if requested by either party, to review the current procedure and consider recommendations for change. Association members serve on the committee voluntarily and will be given release time if committee meetings are held during student

contact time. The evaluation committee will produce a concise, educator facing document that will outline the evaluation process in simple terms. No change in the evaluation system shall be effective until it has been discussed and reviewed by the joint evaluation committee and the Association and approved by the School Board.

4. Unless ODE changes its framework, educators will receive a minimum of two (2) formal observations and a minimum of two (2) informal observations in years during which they are selected for evaluation. Additional formal observations may be conducted upon the request of the educator.

    a. All observations will be scheduled in a timely manner as per ODE requirements. Formal evaluations for educators will be conducted no more than once a quarter, unless agreed upon by the educator and the evaluator.

        i. Formal observation dates and times shall be scheduled with reasonable notice to the educator so they can effectively plan the lesson.

        ii. Cancellations or adjustments initiated by the Administrator shall be communicated to the educator as soon as possible.

    b. There will be a pre-observation conference and a post-observation conference for each formal observation.

        i. If the pre-observation is not completed, the formal observation will not occur.

    c. As per the evaluation handbook, written feedback, including performance concerns, will be provided within three (3) working days following each formal observation and discussed during the post-observation conference, unless an extension of time is mutually agreed upon.

    d. Educators will have the option to provide additional artifacts as evidence of meeting standards.

    e. Educators will have the option to include a written response to the evaluation if in disagreement. The written response will be uploaded and attached to the evaluation, or attached to a written evaluation.

5. Right to Request a Different Administrator for Formal Observations

    a. An educator may request that a formal observation be conducted by an evaluator other than their assigned evaluator after the two formal observations have been completed. The district shall grant the request.

b. When the request is granted, the district will promptly notify the educator in writing of their newly assigned evaluator.

c. At no point shall the educator be penalized or face retaliation for exercising the option to request a different evaluator.

6. The district shall make available the link and the current copy of the evaluation handbook and the timeline at the start of each school year, or upon hire. If an educator would like a hard copy of the handbook, they may print one on the district provided printer.

   District level professional development regarding evaluations will be conducted prior to the start of formal evaluations and will happen during contract hours.

7. Individual educator evaluation data shall not be publicly released or reported, unless required by law.

C. Evaluation Grievances

1. Any grievance filed over Section B.4 shall be treated as a contract grievance.

2. Any grievance filed over the remainder of this article shall be treated as a policy grievance in accordance with Article 6.A.1.b.

ARTICLE 8 - JUST CAUSE, DUE PROCESS, AND EDUCATOR DISCIPLINE

A. Just Cause

1. No educator shall be disciplined, which shall mean reprimanded in writing, reduced in compensation, or suspended without pay, without just cause.

2. 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.

3. 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 of this Agreement.

4. The burden of proof in all disciplinary actions shall rest solely with the District, and speculative claims, hearsay, anonymous reports, district surveillance, or social media posts shall not constitute just cause without corroborating evidence.

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. This notification shall be presented to the educator in writing.

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. In cases where the Association member declines Association representation in a disciplinary meeting, the District will document the formal refusal and provide the formal refusal to the Association if needed for litigation purposes.

3. The employee will be informed of the charges and given two (2) working days to prepare a response 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. Employees may request information supporting a disciplinary action for the purpose of determining whether to file a grievance.

6. Whenever possible, if a concern is brought to the administration that could result in disciplinary action, it needs to be brought up to the teacher no less than five (5) working days after the concern has been officially reported.

7. Investigations must be concluded within thirty (30) working days of initiation unless extenuating circumstances are documented that require a reasonable extension. In which case, the educator shall be notified in writing of the delay and the updated expected timeline.

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.

D. Progressive Discipline

1. Progressive discipline is a component of just cause for disciplinary actions. Each situation will be evaluated according to the circumstances involved and the corrective action taken may vary based upon the specific facts for that particular situation.

2. Disciplinary actions may begin with a written reprimand, followed by suspension from work without pay. Should these actions fail to result in adequate correction or should the infraction be serious, the employee will be discharged from employment with the District. In cases where a credible report or evidence of egregious or unlawful behavior exists, the district reserves the right to modify or skip steps in the progressive discipline process. In such cases:

    a. The educator and Association will still be informed of the nature of the allegation.

    b. The educator will retain the right to respond.

    c. Any immediate administrative action taken (e.g., administrative leave) will not imply guilt and will be subject to follow-up.

ARTICLE 9 - PERSONNEL FILES

A. Contents of Personnel Files

1. No written evaluation, reprimand, warning, complaint, or other disciplinary material will be placed in an educator's personnel file unless the educator has had the opportunity to review and respond to such material. This includes investigatory reports by law enforcement officials, reports from Services for Children and Families, and reports to Teachers Standards and Practices Commission.

2. The material shall be signed by the educator before it is placed in the educator's personnel file.

3. The educator has ten (10) working days to review and sign before placing the document into the personnel file.

    a. The educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof.

    b. If an educator refuses to sign such a document, the administrator shall affix their signature indicating that the educator was given the opportunity to sign, but refused.

    c. The educator will also have the right to submit a written response to such materials, which shall be attached to all file copies.

    d. No item will be moved from a supervisor's working file to the personnel file without the provisions of this Article being followed.

B. Reviewing Personnel or Working Files

1. In accordance with Oregon Revised Statutes, each educator's personnel or supervisor's working file shall be open for inspection by the educator, but shall be open only to such other persons as are officially designated by the District, the educator, or the legally designated representative of the educator's estate.

2. An educator wishing to review the contents of their personnel file shall make a written request to the District Human Resources Department at least one (1) work day in advance.

3. An educator wishing to review the contents of their supervisor's working file shall make a written request to their building administrator at least three (3) work days in advance.

4. An educator shall be entitled to have a representative of the Association accompany the educator during a review of their personnel or working file.

5. The educator shall pay for the cost of any copying/scanning requested. This information shall be provided in digital form, at the educator's request.

C. Removing Materials from Personnel Files

1. An educator may request material(s) in their personnel file (excluding evaluations and disciplinary materials, in accordance with Oregon Revised Statutes) be removed from their file after three (3) years.

    a. The request shall be made to the Director of Human Resources.

    b. If the request is denied, the educator may appeal to the Superintendent, who shall make the final determination as to whether the material will be removed.

ARTICLE 10 – COMPLAINT PROCEDURE AND CONFLICT MEDIATION OPTIONS

A. 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 their evaluation or result in discipline of that educator shall be processed according to the following procedures.

1. All Complaints

a. The building administrator or Superintendent's designee shall meet with the educator against whom the complaint is filed to inform them of the nature of the complaint (name of complainant, date of complaint, and any written documentation) within seven (7) working days.

b. The educator shall have the right to have an Association representative in attendance at any meetings or conferences regarding the complaint. If Association representation is not available, the meeting will be postponed until such representation can be arranged.

c. If the facts are disputed and the matter is not resolved, the educator(s) shall be notified that an investigation by the Superintendent or their designee shall be conducted.

d. Every effort will be made to complete the investigation in a timely manner, but no longer than thirty (30) working days.

i. Final Decision Notification: The educator must be notified of the final decision, including any disciplinary action, within five (5) working days after the investigation concludes, whenever possible.

ii. Time limits may be extended by mutual consent of the District and the subject(s) of the complaint.

e. If the complaint results in disciplinary action, then the employee shall have all rights and provisions as provided under Article 8 Just Cause, including the right to attach the statements or documents they believe to be relevant.

f. 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 an outside agency.

2. Educator to Educator Complaints and Mediation Option

   a. The District recognizes that the Association provides conflict mediation services to members of the bargaining unit. When an educator complaint is filed with the administrator, the administrator will make every attempt to notify the Association (building rep or president) in writing within 24 hours.

   b. The complaint will be held in a 48-hour waiting period, during which time the union rep will inform the employee of the availability of free mediation services through the Oregon Education Association which may be accessed to resolve the conflict. The union rep, who has been notified by the administrator, will inform the administrator of the employee's decision, no later than the end of the 48-hour waiting period.

   c. The requirement to notify an employee of a complaint filed against them within seven (7) working days (see section 1.A above) begins at the conclusion of the 48-hour waiting period.

3. Exceptions to this Complaint Procedure

   a. 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 an outside agency.

4. Confidentiality and Protection Against Retaliation

   a. All complaints and investigations shall remain confidential to the extent permitted by law.

   b. Anonymous complaints will not be used for disciplinary action unless substantiated by independent evidence.

   c. Educators shall not be subject to retaliation for complaints that are unsubstantiated or dismissed.

5. Documentation and Record-Keeping

   a. If a complaint is unsubstantiated or does not result in disciplinary action, it shall not be placed in the educator's personnel file or supervisor's working file.

b. Any documentation related to unsubstantiated complaints shall be maintained.

c. If a complaint results in disciplinary action, only relevant and substantiated documents shall be placed in the personnel file, along with any rebuttal statements or additional documents provided by the educator.

ARTICLE 11 – ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Notice of Assignment

1. Definition: An assignment occurs within a building; a transfer occurs when staff is moved from one building to another. Some unique positions that are split between buildings or that are district-wide, do not fall under this definition.

2. Educators seeking a change of assignment within their building for the following school year may communicate their interest to their building administrator and Director of Human Resources, in writing, prior to February 1st.

3. 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.2. above.

4. On or before June 1, the District shall notify educators of their anticipated work assignment and work hours for the following school year.

    a. If there is a change in the work assignment from the previous contract year, the educator may request an explanation of the decision, including the factors considered in making the assignment.

5. 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 process.

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 educator 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.

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. Administrator Directed Transfer

1. Administrator directed transfers will be initiated only after the process for posting vacancies above has been completed.

2. Administrator Directed Transfer Timeline

   a. Whenever possible, if the District anticipates that an administrator directed transfer may be necessary, they must provide notice to the potentially affected educator(s) no later than May 15.

   b. Upon educator request, the appropriate administrator will meet with the affected educator(s) to:

      i. Inform the educator of the potential transfer.

      ii. Provide a list of any known vacancies.

      iii. Allow the educator to express their preferences for available vacancies or apply for a voluntary transfer/reassignment.

   c. After considering the educator's input, the District must make a final decision on the transfer and provide written notification to the educator no later than June 1.

   d. Any educator who receives an Administrator Directed Transfer will be given (16) hours of pay at curriculum rate, in order to prepare for their new assignment as per section D below. This time must be documented on an extended timesheet.

D. Reassignment and Transfer Compensation

1. Secondary Educators who are assigned by Administration to teach an area/s of endorsement and/or language strand 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 to be paid on the September paycheck or on the next pay period after the timesheet is submitted, whichever is later. This time must be documented on an extended timesheet.

2. Elementary educators who are provided notice of change in grade level(s), or language strand will be given sixteen (16) hours of pay at curriculum rate for planning. This time must be documented on an extended timesheet.

3. Notification outside of the adopted school year calendar must be made to home address, by personal telephone, or work and personal email, if provided.

4. If an educator applies for a position or requests a transfer, the Reassignment and Transfer Compensation will apply.

5. An Educator who is directed to teach a new content area, course, or grade level that is not covered by Section D.1. or 2, may request 16 hours of release time for planning. A calendar of release time will be mutually agreed to by the educator and the administrator. If an agreement cannot be reached the educator will receive 16 hours of flex time.

E. Moving Compensation

1. Any educator notified of movement between classrooms or offices 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. This time must be documented on an extended timesheet. If an educator requests a classroom transfer, the moving compensation may apply. If compensation is not approved, the educator may request up to 16 hours of flex time for completing the move.

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

1. Summer school positions shall be posted electronically.

2. The District will send out email notifications to all certified staff when summer school positions are posted.

3. The District will email the Association President of summer school openings once positions are posted on the District website.

4. Any educator wishing to be considered for a summer school position shall submit an application via the District's online application process.

5. The application process will be streamlined and not require items such as: Transcripts, letters of reference, reference checks, and letter of intent.

6. Educators shall be notified as to whether they are selected for a position.

7. Every Summer School educator will be provided with a summer school contract, which includes the rate of pay, on or before the start of their Summer School position.

ARTICLE 12 – WORKING CONDITIONS AND SAFETY

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 assigned to more than one building or school and who spend at least 25% of their assignment in more than one building. Educators will be provided a phone within two (2) weeks of working in a workspace.

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 an alternate location.

4. 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.

5. All classroom/office spaces will have doors that lock from the inside.

    a. For each classroom/office space, or other spaces such as restrooms, regularly used by an educator and agreed upon by administration, an educator will be provided a key to all doors that lock from the inside.

    b. Key(s) will be provided to educators within two (2) weeks of working in a workspace as identified above.

6. The Association and District will participate in walkthroughs to identify rooms needing window coverings in order to comply with District safety procedures. These walkthroughs will take place annually via the Site Safety Committee.

    a. If there are additional requests for working blinds or working window coverings where needed to support safety, in any room which may be occupied by an educator and/or student, such requests will be submitted to the Site Safety Committee for review. If approved, the Site Safety Committee will submit the request via work order. Such requests will be prioritized.

B. Reference and Professional Materials

1. 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. Therefore, the District shall provide educator reference materials in each

school in the District including 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.

2. Each Media Center in the District shall be funded for reference materials at a minimum rate of $1,000 per year.

C. Safety

1. Educators shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or wellbeing.

2. The District will abide by all local, state, and federal workplace health and safety regulations and communicable disease health protocols. In addition, the District shall ensure that maximum occupancy limits for all instructional and workspaces are established in accordance with local fire codes and are not exceeded during school operations.

3. 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, tissues, and disinfectant wipes or spray and towels 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. Comply with all state and federal Occupational Safety and Health Administration (OSHA) requirements to post notice when nonroutine cleaners, paints, sealants, and other chemicals are to be used at the worksite.

4. In an effort to try and resolve concerns at the lowest level, any claims of violations of this article shall be reported, in writing, by educators to the building level safety committee. Within ten (10) working days of receipt of the concern the building administrator will communicate to educators how the issues in the concern will be addressed.

   a. For unresolved concerns reported to the building level safety committee, educators will follow Board Policy GBM-AR: Staff Complaints and begin the process at Step Two. A response will be provided within ten (10) working days of receipt of the unresolved concern.

5. After the Building Safety committee has heard the concern and Board Policy GBM-AR has been followed, if the educator is not satisfied with the result, the educator may make a complaint with the proper state agency.

a. Proper state agencies include, but are not limited to, the following:

i. Oregon Occupational Safety and Health (Oregon OSHA)

ii. Oregon Department of Transportation (ODOT)

6. Maintenance and Construction

a. When maintenance and/or construction is scheduled to take place during the school year, efforts will be made to limit disruptions to students and staff, and if necessary a plan will be created to offer students and staff alternate locations and/or mitigation efforts (i.e., fans, air filters, PPE, etc.) for working/teaching during the anticipated time of maintenance and/or construction.

D. District Safety Committee

1. The District Safety Committee will consist of at least three (3) representatives appointed by the Association from different building levels, and at least three (3) representatives appointed by the District, in addition to the administrator responsible for district safety.

2. The District Safety Committee shall meet according to OSHA guidelines and Board policy.

3. By October 1, the District Safety Committee will communicate the templates for building-specific safety inspection checklists for building safety committees to use throughout the year.

E. Indoor Air Quality

1. If there is a health emergency declared by the State/OHA that affects indoor air quality measures, the District and Association shall meet within five (5) work days to discuss implementation of state guidance.

2. When an Educator feels that the indoor air quality has been compromised in any part of a district building accessible to students and staff (for example, classroom or office) due to any factor (including but not limited to mold, construction, or maintenance issues) the following shall occur:

a. The impacted educator(s) will inform the building administrator in writing of the air quality issue.

F. Indoor Temperature

1. Upon request, educators will be provided with a thermometer for their workspace or classroom.

G. Hazardous Conditions

1. An educator shall not be made to work in any building which has been deemed hazardous by administration.

H. 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. Early Release: The District directs educators to end the work day at a time earlier than the usual end of the work day.

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 either in-person or virtually.

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. The Board may direct educators to make up all or a portion of such short-term closure 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.

I. 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 Section H above would normally apply.

2. Safety (Auxiliary to CBA Sections C-F.)

a. 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

a. On request the District and Association will meet to discuss issues that may arise in connection to opening plans.

J. Electronic Surveillance

1. Purpose

a. 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. Electronic surveillance refers to visual recordings with cameras. Prior to audio being recorded, the District will provide at least 24 hour notice to the site liaison and Association President via email. Audio recordings will not be used for professional evaluation or educator discipline. As such, the District and the Association agree:

i. Such equipment shall not be used in classrooms (except gyms) or private offices without prior notice regarding purpose and use.

ii. 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.

iii. 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.

iv. Electronic records will be kept in accordance with Oregon records retention law.

2. Employee Request for Access

a. The District and the Association recognize the importance of transparency and accountability in the workplace. To support this, educators shall be granted access to video surveillance recordings when such recordings are relevant to an incident or concern involving the educator through the public records request process.

b. An educator, or the Association on behalf of the educator, may submit a written request to access video surveillance recordings related to a specific incident, through

the public records request process. The request must include the date, time, and location of the incident, and a brief description of the reason for the request.

c. The District shall respond to the request, per the public records request timeline.

3. Privacy and Confidentiality

Access to video surveillance footage shall be granted in a manner that respects the privacy of other individuals and complies with applicable laws and policies. Recordings shall not be copied, downloaded, or distributed without prior written approval from the District.

4. Retention of Footage

Surveillance recordings shall be retained, as the storage system capacity allows, unless otherwise required by law or pending an active investigation.

ARTICLE 13 - EDUCATOR WORK YEAR

A. Standard Educator Work Year

1. The standard educator work year shall not exceed 195 days, including:

   a. Up to 179 classroom days

   b. Six (6) paid holidays

   c. Six (6) educator work/planning/grading days, including one (1) work/planning/grading day immediately following winter break

   d. Four (4) in-service days

2. Definitions of Days

   a. Classroom Days

      i. Classroom days consist of student instruction, professional development, student conferences, preparation time, and/or general duty time.

      ii. One (1) classroom day a year may consist of counting two (2) evenings of educator-student/family conferences that take place during a time that is usually outside of the scheduled work day. This one (1) classroom day will be reflected on the calendar by a "Conference Comp Day" and will occur after both evenings of scheduled student conferences have taken place for the year.

   b. Holidays

      i. Holidays are days in which educators are paid and do not report to work.

      ii. The six (6) paid holidays shall be as follows:

         1. Labor Day

         2. Veterans' Day

         3. Thanksgiving Day

         4. MLK Jr. Day

         5. Presidents' Day

         6. Memorial Day

   c. Work/Planning/Grading Days

      i. Work/Planning/Grading days entirely consist of uninterrupted, duty-free, educator-directed protected preparation time, with no student contact or required meetings.

ii. No District initiated mandatory training or professional development may be scheduled for educators on these work/planning/grading days. Educator requested/initiated training or professional development may be scheduled on these work/planning/grading days.

iii. Educators required to attend meetings during the scheduled work/planning/grading day shall receive their per diem or curriculum rate, whichever is higher, for the time involved. Educators reserve the right to ask for meetings to take place during classroom days.

iv. Planning/grading day minutes do not count towards the minimum of weekly protected prep minutes, prorated by the number of weekly student contact days.

v. There shall be at least one (1) work/planning/grading day at the end of each grading term, when report cards are due.

vi. The work/planning/grading day scheduled before the student school year shall be scheduled as one (1) full day or two (2) half days.

vii. Educators will have the option of working remotely for each work/planning/grading day, granted they have the required materials and technology to complete the required tasks for that work/planning/grading day.

1. Remote work requires availability via District communication platforms, which includes e-mail and synchronous communication during standard work hours.

2. Non-Punitive Policy: Remote work decisions shall not result in punitive measures or negative evaluations.

3. Availability: Educators must be available during standard work hours.

4. Building Access: Educators opting to work onsite shall have full access to district buildings and resources.

d. In-service Days

i. In-service days consist of supervisor-directed time, professional development, mandatory trainings, and/or preparation time.

ii. Each in-service day shall be scheduled as one full day or two half days.

e. The traditional state-wide in-service day shall not be part of the standard work year.

f. Educators required to attend New Teacher Orientation, Professional Development, and/or Curriculum work beyond the standard educator work year, shall be paid for their time involved at the per diem rate.

i. Work completed outside of the standard educator work year, already compensated for with a related stipend will not receive additional pay. For example, Willamette Promise, FFA, Athletics, etc.

B. Specialized Educator Work Year

1. The specialized educator work year may be extended by up to five (5) days at the District's discretion. These days will be represented on their work year calendar. An Educator may request their work year be extended up to an additional five (5) days, with Administrator approval.

2. The extension of each work year in excess of five (5) days, and not represented on their work calendar, shall be by mutual agreement. All days of the educator's calendar shall be paid at the per diem rate. Specialized educators include:

    a. Library Media Specialists

    b. Instructional Coaches

    c. Counselors

    d. Program Coordinators

    e. New Teacher Mentors

    f. Licensed Special Educators

3. Specialized Educators whose work year exceeds 195 days will have separate work calendars.

C. Calendar Development and Review Process

1. The District shall use a collaborative process to develop a proposed school calendar(s) for the upcoming year(s). Therefore, a Calendar Committee shall be made up of Association representatives from OSEA and WEA, as well as District Administrators.

2. The Calendar Committee shall develop proposed calendar options and provide the Association(s) with a copy of proposed calendar options no later than January 10.

3. The Association(s) shall have 30 days to review the proposed calendar options and provide feedback to the Superintendent.

4. After considering the feedback, the calendar options will be presented to the School Board by the Calendar Committee.

5. Final discretion as to the calendar shall rest with the District as specified by the Board policy.

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, not 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.

3. When an educator is on a field trip and the educator does not receive a duty-free lunch that day, the educator will be compensated for thirty (30) minutes of extended pay at the per diem rate.

4. When an educator is at Outdoor School, for each day that the educator does not receive a duty-free lunch, the educator will be compensated for thirty (30) minutes of extended pay at the per diem rate.

B. Preparation Time

All educators shall be provided uninterrupted, duty free preparation time for a minimum of 320 minutes per week, prorated by the number of weekly student contact days.

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

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

   b. Middle and High School educators shall also be scheduled additional blocks of not less than 30 minutes to provide a total minimum of 320 minutes per week of preparation time.

   c. If the instructional period is less than 45 minutes, the weekly total of preparation time will remain at the 320 minute minimum.

   d. Middle and High School educators who teach more than three (3) unique courses, not including advisory, will receive 350 minutes of preparation time per week.

   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, no later than October 1st, building administrators shall provide an alternative daily schedule for use in case of an unscheduled late start or early release. This schedule will provide preparation time for educators whose preparation time would be lost because of the late start or early release.

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 or early release. This schedule will provide time for educators whose preparation time would be lost because of the late start or early release.

      iii. In the event of an unscheduled early release or late start, 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 educator in daily blocks of not less than 30 minutes.

4. Loss of Preparation Period

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.

b. An educator may volunteer to sub during their prep, take additional students in their classrooms, or be pulled from their primary duties to sub.

c. Educators required to attend meetings including pre- and post-observation meetings during their scheduled preparation time shall receive their per diem rate, for their time involved.

d. When compensated for loss of prep, educators will submit documentation indicating the amount of time for their work, rounding up to the nearest quarter hour.

e. When educators take students on a field trip, participate in professional development, or similar activities they are not compensated for loss of preparation time.

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 instruction, family communication, grading, student supervision, staff meetings, extra preparation time, progress monitoring and other activities as determined by the District.

6. Early Release

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

C. Compensation for Additional Duties

Duties beyond contracted hours, including unscheduled PD or meetings, shall be compensated at the educator's curriculum rate.

D. Class Size/Workload

1. A large class size presents a hardship to the educator as well as the students they serve. The Association recognizes that the District may not have full control over all of the factors impacting class size. However, the District will strive to provide equity between educators in order to provide an appropriate and sustainable learning environment for our students.

2. All class size issues shall be handled through this structured response system and the grievance process when a mutually agreed upon resolution has not been made. To proactively manage class and caseload sizes, the District shall use a tiered system for monitoring and intervention:

   a. Watch Category: 90-110% of threshold, monitoring by building principal and Educator required.

   b. Concern Category: 111-130% of threshold, immediate administrative intervention required. When class/caseload size is within 111% to 130% of threshold size for 10 school days, relief will be implemented within 10 school days.

   c. Critical Category: 131%+ of threshold, mandatory relief action required. When class size exceeds 131% of threshold size for 10 consecutive school days, mandatory relief will be implemented within 5 school days.

   This tracking system shall be monitored by the Association and District, with updates provided biannually (October 1 and March 1) or upon Association request.

2. Immediate and Automatic Remedies for Oversized Classes/Caseloads

   Relief options are listed in no particular order. Selection of relief will be through mutual agreement between the educator and building administrator or direct supervisor.

   a. Redistribution of students: Students shall be reallocated across classrooms within the building to balance class sizes.

   b. A blended class of no more than two grade levels combined (e.g., 1-2 or 2-3). All efforts will be made to avoid blended classes at the Kindergarten level.

   c. Hiring or Transferring a Licensed Educator.

      i. The District shall hire an additional educator or transfer an educator from another building.

      ii. Building administration will first notify district educators of open positions to allow for educators to request a voluntary transfer. Transfers shall not result in over the cap class/caseload size for the sending building.

   d. Instructional Assistant Assignment

      i. An Instructional Assistant (IA) shall be assigned to support the affected class for half of the instructional day. An Instructional Assistant shall be assigned to support the affected class for at least half of the time during specials. As needed, support may be increased up to full time during specials. Fifteen (15) minutes per

week will be allotted for the educator to collaborate with the assistant outside of instructional time.

e. Provide additional protected prep time needed as a result of the larger class size.

f. Overage Compensation: If no other solutions are feasible a stipend of $1500 per semester prorated based on the number of days the trigger was exceeded will be paid in December and June.

3. Class Size/Workload Guidelines

Table 1: Elementary Educators – Homeroom Classes, Language Classes, and Specials

Grade Level	Threshold
Kindergarten	21*
First	23*
Second Grade	25*
Third Grade	25*
Fourth Grade	27*
Fifth Grade	27*

*Students may be enrolled in a single homeroom class but may receive instruction in a variety of classrooms and settings. To count toward the threshold the following conditions must be met:

a. The students must be assigned to a classroom for more than 50% of the instructional day.

b. There is no additional staff support assigned to the classroom during that time period.

Table 2: Student Services

Student Services	Threshold
Elementary Learning Specialists	30
Middle School Learning Specialists	35
High School Learning Specialists	38
Bridges Transition Program	20 full time per case manager

Intensive Learning Center	EL: 10 MS: 12 HS: 14
Intensive Learning Center - Functional	EL: 9 MS: 10 HS: 12
Speech Language Pathologists	50 (*Weighted: See Table 3)
School Psychologists	1 FTE per 800 student enrollment
School Counselors	1 FTE per 700 student enrollment

Speech Language Pathologist (*Weighted Caseload Formation)

Caseload size for speech language pathologists will be calculated using a weighted caseload formulation. The weighted caseload formulation will be reviewed by the Director of Student Services and district speech language pathologists annually for efficacy. Any changes or adjustments made to the formulation will be by mutual agreement between the Director of Student Services and district speech language pathologists.

For each student on the SLP caseload, the following values will be applied:

Table 3: Speech Language Pathologist (*Weighted Caseload Formation)

Category of Service/SLP Responsibility	**Value**
IEP input/meeting attendance/evaluations	.25
Specially Designed Instruction	.5
Related Service	.25
Case Management	.5
Augmentative/Alternative Communication	.5
> 30 minutes per week therapy	.25 for every 15 minutes over 30/week based on 120/month
Self-contained classroom	.25

Bilingual Evaluation Support/ Evaluations done for other SLPs: 1-5 Evaluations: 6 - 10 Evaluations: 11 - 15 Evaluations:	 .5 1.0 1.5

ARTICLE 15 - INITIATING DISTRICT PROGRAMS

A. Instructional Program:

1. A set of interrelated programs for students and staff that are guided by a common framework for curriculum, instruction, assessment and learning climate. The primary criteria for determining the success or effectiveness of an instructional program are these measures of changes in the selected group of learners. These changes can be affective, academic, social or physical.

2. An Instructional Program includes:

   a. Curriculum (what we teach): This includes materials, state standards, instructional plans, learning experiences, assessments, etc.

   b. Pedagogy (how we teach): This includes art or science of teaching; strategies; education; instructional methods

   c. An Instructional Program is grounded in the Instructional Core:

      i. Educators' knowledge and skill

      ii. Students' engagement in their own learning

      iii. Academically challenging curriculum and content

When the District initiates new instructional programs, it is expected that the following guidelines will be adhered to:

B. Early Notification and Participation

1. The District shall notify affected educators at the earliest stage of the instructional program development process.

2. Educators shall be given an opportunity to participate in all stages of the program's development, including curriculum review and adoption, and assessments.

3. Affected educators shall be given an opportunity to provide input into the proposal before its adoption, including input during any stage and after the adoption process has been completed. Progress updates and a final summary will be made available to all educators.

The final summary will include strengths and weaknesses of programs and rationale for the recommendation the workgroup has made.

C. Once implemented, the District shall provide a means for evaluation of the program at the end of the first year. A copy of the results of such evaluation shall be available to the Association upon request.

D. The Professional Issues Committee (PIC) may review instructional program initiation and implementation.

ARTICLE 16 - SUBSTITUTES

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

A. Colleagues Covering Unfilled Vacancies

1. An unfilled vacancy is defined as a position that requires a substitute when the educator is absent, but a substitute is not available via Frontline or other absence management system used by the district.

2. Educators who cover an unfilled vacancy will receive additional pay at the per diem or curriculum rate, whichever is higher, for the duration of the coverage.

3. When students are dispersed among teachers due to an unfilled vacancy for half a day or more and the number of students present that day results in a class size of more than 125% of current enrollment, the affected educators will receive a stipend of $100 per day, paid at the end of the pay period in which the vacancy occurs.

4. The district will fill unfilled vacancies in the least disruptive manner.

    a. For elementary, every effort will be made to not use Specials teachers (library, music, PE, art) or Reading Specialists to cover absences.

    b. Elementary administrators will fill vacancies in the following order, based on availability:

        i. Edustaff or other absence management system used by The District

        ii. Substitutes currently in the building

        iii. Unassigned substitutes from another building

        iv. Other available staff as determined by the administrator

        v. Building Administrator(s)

        vi. Specials teachers (library, music, PE, art)

        vii. Reading Specialist

    c. Article A.4 is not subject to the grievance procedure in Article 6.

B. Retiring Educator Preference for Long-Term Positions

1. The District 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 an educator has previously assigned or been assigned a bilingual substitute 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.

    a. If plans are not available, the administrator or their designee may assist in the creation/provision of lesson plans.

    b. 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.

5. The district will provide a digital form for educators to give feedback on roving substitutes. This form will be made available on the district website. Feedback from this form, as well as the feedback gathered for regular substitutes by the Frontline system, will be shared with the administration at the building where the substitute worked.

ARTICLE 17 - NONDISCRIMINATION

The District and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of educators, or in the application or administration of this Agreement on the basis of:

- race
- creed
- color
- religion
- national or ethnic origin
- ancestry
- sex
- age
- domicile
- marital status
- sexual orientation
- gender identity
- gender expression
- disability, legally protected leaves, or reasonable accommodations
- pregnancy
- familial status
- economic status
- veterans' status

An alleged violation of this article may not form the basis of a grievance or unfair labor practice complaint. Members may access any legal processes under state or federal law. Members may contact the Bureau of Labor and Industries for assistance in filing a complaint regarding violation of state and federal non discrimination law at https://www.oregon.gov/boli/pages/index.aspx.

ARTICLE 18 - LAYOFF, REDUCTION-IN-FORCE, AND RECALL

A. Layoff

1. Recommended Layoffs

   a. If the Superintendent is to recommend the layoff of educators to the Board, the Association will have not less than two (2) weeks advance notice of such recommendation. Such notice will be in writing and will indicate the programs that may be affected.

2. Required Layoffs

   a. When a layoff is required, it shall be for the reasons and under the conditions described in ORS 342.934, and only after consultation with the Association.

   b. No educator who is competent and licensed/endorsed to teach an assignment filled by a less senior educator, and who meets the qualifications established for the position occupied by the less senior educator, shall be laid off. Competence and seniority shall be as defined in ORS 342.934. Specifically, seniority shall be defined as the length of service with the District and will begin to accrue as of the educator's most recent first day of actual service as an educator for the District. Seniority shall continue to accumulate when the employee is on approved leave.

   c. Subject to competence and certification or licensure considerations, if two (2) or more educators are found to have equal seniority, the employee to be laid off will be determined by lot.

   d. The District will post and provide the Association with a list showing the seniority of each educator no later than December 1st of each year or upon request.

   e. The District shall notify the affected educators thirty (30) calendar days prior to the effective layoff date to the extent possible. Such notice will include the date of layoff and the reason(s) for the layoff.

   f. If the District is in a reduction-in-force (RIF) mode, as in Article 21, the District and the Association will negotiate a one-time early retirement incentive as a means to alleviate the financial impact of a reduction-in-force.

B. Recall

If within 27 months of layoff, a vacancy occurs within the District for which the laid-off educator is qualified, the recall procedure outlined below shall be followed:

1. At the time of layoff, the District shall provide laid-off educators the opportunity to express in writing a desire to return to the District. The District shall also receive the educator's mailing and email addresses for recall notification.

2. In the event of a recall, the District shall notify educators, who have expressed the desire to return to the District, of the recall by certified mail and email (if provided), sent to the last addresses given by the educator to the District.

3. Those educators responding to the recall will be considered for rehiring based upon seniority and competence using the same criteria as described above for the initial reduction-in-force.

4. An educator who is on the recall list shall have seven (7) calendar days from the date of receipt of certified notice of recall to notify the District in writing, of their intent to be considered for the open educator position with the acknowledgement that upon acceptance by the District said educator will report for duty as a full-time certified staff person in such position within twenty (20) calendar days, or a mutually agreed to number of days, not to exceed sixty (60) calendar days from the date said notice was received.

5. Failure of the educator to respond within the time provided herein, or a second refusal of a recall offer to a position within the educator's area of licensure, shall constitute a waiver of the educator's right to be recalled and shall terminate such educator's right to further recall consideration.

C. Miscellaneous

1. All benefits to which an educator was entitled at the time of their layoff, including unused accumulated sick and bereavement leave, accrued years of seniority, and credit towards a satisfactory probationary period, will be restored to them upon their return to active employment. Upon return, educators will be placed on the proper step of the salary schedule for their current position according to their experience and education.

2. An educator will not receive increment credit for time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring tenure.

3. The Association shall receive a copy of any layoff or recall notice.

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 pro quota 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 the district.

4. The employee's sick leave balance shall be printed on their monthly pay stub, and also be available via the employee portal. The employee may request, via email, to the Business Office, assistance with how to calculate their most current amount of sick, personal, and bereavement leave hours.

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 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 any other family member where paid leave is provided under and set forth in state or federal law.

7. Sick leave which does not interfere with instruction or require a substitute may be taken in half-hour increments.

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.

9. The District will provide clear, detailed information about the different options of paid leave to any educator who asks for assistance, or an explanation, by the Human Resources Department or Business Office.

B. Jury Duty/Witness Leave

1. 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.

2. 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.

3. Each educator shall promptly notify the Human Resources Department upon receipt of notice of jury duty by submitting the date in the Frontline Aesop system. Notification of subpoena shall be made by written or electronic (email) notice.

C. Professional Leave

1. Educators shall be allowed to participate in and attend out-of-District visitations on approval of the Superintendent.

2. The District shall provide and/or reimburse approved costs incurred by educators participating in professional onsite visitations and/or conferences.

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

1. Employee may receive funds due them under Workers' Compensation and be granted a leave of absence without any charge against the employee's sick time.

2. Employee may 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. Personal leave may be taken as full days, or half-days. With the approval of the administrator, personal leave which does not interfere with instruction or require a substitute, may be taken in 2 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 per diem rate, for each of the three personal 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. 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.

2. 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 Paid Leave Oregon.

3. No employee shall be required to exhaust accrued leave (sick, personal, and/or bereavement) before accessing Paid Leave Oregon benefits, the Family and Medical Leave Act, and the Oregon Family Leave Act, in accordance with Oregon law.

H. Flex 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. The educator will submit a request to their administrator in writing (or electronically) when the time will be taken and when it will be made up.

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 serious or ongoing illness or catastrophic injury to themselves or a family member occur.

   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 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 participants' 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 must 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. This requirement may be waived if the SLB committee determines there are sufficient days in the bank from the previous year.

b. Educators hired between September 25 and October 31 have ten (10) days to enroll in the sick leave bank. Any educators hired after October 31, have fourteen (14) business days from their hire date to enroll in the SLB to gain eligibility.

c. Participants may donate additional sick leave days, up to a maximum of ten (10), 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 16 or fewer hours left of sick leave, all other available types of leave must be exhausted.

   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 a second, separate request. A total of forty (40) days can be awarded per school year. There is no limit on the number of requests a member may submit.

   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 withdraw from SLB

   a. The SLB Committee may request additional information or documentation prior to their determination.

   b. To qualify for leave from SLB, participants must have been employed for a minimum of sixty (60) 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. Participants contact the SLB Committee.

   e. Participant completes and returns the SLB application.

   f. Application for withdrawal is reviewed by the SLB Committee, which will confirm that accumulated leave balances are within the requirements set forth in 4.a.

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

   h. Upon approval, the SLB Committee will inform the WSD Business Office and the WSD Business Office will make appropriate adjustments to the participant's leave and time sheet records.

ARTICLE 20 - UNPAID LEAVES

A. Parental Leave

1. A non-paid leave for the purpose of caring for a newborn child, or for adoption, shall be available to educators.

2. Such leave must be requested not less than thirty (30) days prior to the educator's anticipated departure from the classroom.

    a. In the case of adoption, however, District receipt of the application for adoption within five (5) days of the date of its submission to the adoption agency shall, when submitted in conjunction with the parental leave request, waive the requirement for thirty (30) days prior notice.

3. The leave shall continue through the end of the school year in which the leave commenced, or as otherwise mutually agreed between the educator and the District.

4. If the educator is to return from leave before the end of the school year, the date of return shall be mutually agreed upon by the District and the educator.

B. Exchange Teaching

1. Upon application, a leave of absence not to exceed two (2) years may be granted for the purpose of participation in an exchange teacher program in other states, territories, or countries; foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to their professional responsibilities; provided said educator states their intention to return to the school system.

2. Such leaves may be granted at the discretion of the Superintendent and will depend upon such factors as the availability of a suitable replacement, etc.

3. Upon returning from such leave, an educator shall be placed in the same position on the salary schedule as if they had taught in the District during that period.

4. No probationary educator shall be granted such leave.

C. Professional Study

1. Upon application, leave of absence of not more than one (1) year shall be granted, at the discretion of the Superintendent, to not more than three educators for the purpose of studying at an accredited college or university in a course of studies directly related to the educator's professional responsibilities.

2. These educators shall agree to return to the District and work not less than two (2) years each for the District.

3. Upon return from such leave, the educator(s) shall be placed at an appropriate place on the salary schedule as befits their training and experience.

4. The year's leave shall be counted as one year of experience.

5. No such leave shall be granted to a probationary educator.

D. Military

1. Military leave shall be granted in accordance with state and federal law.

2. Should an educator's military leave be canceled or delayed and the educator notifies their supervisor and reports to work as previously scheduled, the educator shall not be charged for any unused paid or unpaid leave.

E. Religious Unpaid Leave

1. Educators shall be granted unpaid religious leave in accordance with state and federal law.

F. Return from Leave

1. All benefits to which an educator was entitled at the time leave of absence commenced, including seniority and unused accumulated sick leave, will be restored upon return as fully as if such leave had never been taken. Upon return, the educator's monthly gross wage may be impacted.

2. Any educator returning from unpaid leave will be placed on the proper step of the salary schedule for their current position according to their experience and education.

3. An educator must return from the leave directly to employment in the District.

4. All the above benefits will be reduced to writing, signed by the educator, and placed in the educator's file with this Agreement.

5. Failure to follow the procedure in this Article, or failure to return to work on the agreed upon date without being granted an extension, shall result in the employee's forfeit of position. The position shall be declared vacant and open to employment.

G. Preparing for Unpaid Leave

1. All unpaid leave must be requested in advance.
2. Notification of approval or denial of unpaid leave will occur within fifteen (15) working days of the date of the supervisor's signature.
3. Within five (5) days of approval of four (4) or more consecutive days of unpaid leave, the administrator will schedule a meeting with the educator to come to a mutual agreement regarding sub plans for the unpaid leave. The educator will have no less than five (5) working days to submit the agreed upon sub plans.

ARTICLE 21 - TUITION REIMBURSEMENT AND PREPAYMENT

A. All educators shall be eligible to receive reimbursement or prepayment of tuition costs and assessment costs as listed below. For each District-approved course or assessment, the District shall pay the full cost.

1. For courses or assessments needed to qualify as Highly Qualified for the educator's assignment, until the Oregon Department of Education ends the requirement.

2. For courses or assessments needed to obtain a license or endorsement required by the District for the educator's assignment or future assignment.

B. All educators shall be eligible to request reimbursement or prepayment of tuition other than those in Section A as listed below:

1. For courses that increase the educator's knowledge and skill in the subject area(s) of their current assignment.

2. For courses that increase the educator's knowledge and skill in the English, Spanish, and/or Russian language.

3. For courses that increase the educator's knowledge and skill in language acquisition.

4. For courses that increase the educator's knowledge and skill in the field of education.

5. For courses that are part of a planned educational administration program when the educator has been recommended for the program by a District administrator.

C. These requests will be reviewed and acted upon in accordance with District-designated procedures by a committee of Association members appointed by the Association. The Association shall keep the District informed at all times of the current Chairperson of the committee. At the beginning of each school year, all educators shall be eligible to receive prepayment or reimbursement of tuition costs for up to six (6) quarter hours, cumulative to a maximum of eighteen (18) hours. However, these hours will be reduced by any hours reimbursed under Section A above. For each approved course or assessment, the District will prepay or reimburse up to the current PSU graduate rate (Portland State University) per quarter hour.

D. The District shall pay the full cost for those courses, seminars, in-service training sessions, or other such sessions in which the educator is required to participate. However, if there is an additional cost for college credit, any such additional cost shall be reimbursed only in accordance with Sections A and B above.

E. Terms of Reimbursement

For any and all reimbursement, the educator must provide proof of payment of tuition and/or assessment cost and proof of successful completion. This requires passing the assessment or for courses a grade of "C" or better or a "Pass" if the class is taken on a pass/fail basis. This information must be submitted to the Human Resources Office within 45 calendar days of completion of the assessment or end date of course for fall, winter and spring terms. Educators who take classes during the summer shall not be eligible for reimbursement until after classes have commenced for the following school year. Proof of payment and proof of successful completion for summer courses must be submitted to the Human Resources Office no later than October 31. There will be no prepayment of spring or summer courses.

F. Terms of Prepayment

The District shall prepay all costs to the educator for eligible courses and/or assessments, as listed in Section A and B above, within twenty (20) business days of receiving proof of: Completed Tuition Prepayment Request Form, proof of registration, and cost breakdown (including tuition and/or assessment cost). Educators receiving prepayment for tuition and/or assessment shall sign a District provided repayment agreement for the circumstances: if the educator does not earn a passing grade (as defined by a grade of C or higher or "Pass" in a Pass/Fail course) and/or fails to provide verification of course completion within 45 days of the course end date for fall and winter, or if the educator voluntarily resigns from the District before the start of the following school year. This provision may be waived by the Superintendent if extenuating circumstances prohibit the completion of course. Repayment will occur through a deduction in the next available payroll up to the full amount of the prepayment.

G. The District's maximum expenditure for tuition reimbursement and prepayment under Section B, with the exception of Section C above, shall be limited to $140,000 in any one contract year. The District and Association shall collaborate on procedures and rules governing the disbursement of funds under this section.

H. Educators participating in a district-sponsored, multi-class (ie, targeted endorsement) cohort have the option of:

1. Using the tuition reimbursement process, as described in section B above, or signing a three-year commitment agreement with the district which begins when the district pays for the first class and the educator adheres to the prescribed timeline related to the program.

2. If the educator cannot meet the prescribed timeline, then the three-year commitment will begin once the educator completes the program. When the commitment is not met due to unforeseen circumstances such as an approved FMLA/OFLA leave, the district and the employee will come to a mutual agreement on an adjusted timeline.

I. Workshops and Conferences

1. Conference request forms will be posted on the district website. Questions regarding applying for conferences or workshops may be directed to the building administrator.

2. The District will pre-pay or reimburse up to $700 per educator per year, at the educator's request.

3. This $700 allowance may be used for any cost associated with any non-mandated workshops, seminars, conferences, in-service training, or other sessions an educator may attend that the principal or direct supervisor agrees are relevant to their assignment and which will benefit the educator in their profession. The $700 will only apply to the costs associated with the workshop or conference. The district will pay separately for the cost of up to two (2) substitute teacher days, if applicable.

4. The district will share all finalized educator conference requests with the Association President as they are received by the Business Office, including approval status or reason for denial.

J. Reduction-In-Force

1. If the District is in a reduction-in-force mode, all payments required by the provisions of this article shall be suspended for classes taken during the preceding summer and the school year in which the layoffs become effective. However, any course work approved for tuition reimbursement prior to the date of layoff notice shall be reimbursed and employees whose tuition reimbursement account is not at the maximum specified in Section B above shall continue to accumulate tuition reimbursement credit for possible future use. The District shall not be deemed to be in a reduction-in-force mode unless a layoff is to occur in two (2) or more buildings and/or in two (2) or more program areas (areas of licensure) exclusive of federally funded programs and employees.

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 2025-2026 salary schedule shall be the 2024-2025 salary schedule increased by three and a half percent (3.5%) retroactive to July 1, 2025. For 2026-2027, the salary schedule shall be the 2025-2026 salary schedule increased by three and a quarter percent (3.25%). For 2027-2028, the salary schedule shall be the 2026-2027 salary schedule increased by three and a quarter percent (3.25%).

** Retro pay will be applied from July 1, 2025 to June 30, 2026 only to base salary, not differentials or stipends.

** Retro pay will only be provided to educators employed by the District at the time of full ratification.

** COLA increases will apply only to base salary, not differentials or stipends.

B. PERS Contribution

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

C. 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.

D. 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.

E. 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 an annual differential of 10% based on the rate of MA + 0 hours, Step 1, distributed monthly, 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 D (4) of this Article.

All speech/language pathologists, social-workers and school psychologists will be paid an annual differential of 10% distributed monthly based on the rate of MA + 0 hours, Step 1.

* Differentials will be based upon the 2024-25 salary schedule for the duration of the contract.

F. ESOL & Language Differentials

1. Once eligible, members will receive the differential on a monthly basis.

2. Educators applying for the ESOL differential or the Language 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 in addition, satisfy one of the criteria set forth below to be eligible for the monthly differentials. The Association will schedule the testing and provide the results to the Educator within 30 days of receiving the request from the educator.

3. ESOL Differential

   Educators who satisfy the above English Proficiency criteria and one of the criteria set forth below, shall be eligible for a yearly differential in the amount of 3% (at the Masters+0, Step 1), distributed monthly.

   a. Oregon ESOL Endorsement; or

   b. Verification of completion of a university or District approved ESOL program and have submitted an application to TSPC to add the endorsement.

4. Oral Language Differential

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

   a. Passing the Spanish ORELA exam (listening/ speaking components); or

   b. Scoring at the Advanced level on the ACTFL oral assessment in Spanish or Russian

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

   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 any combination of these three (3) differentials (up to a maximum 9% differential).

7. 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 amount(s) of the differential(s) will appear in that month's check. If the correct paperwork is submitted after the 1st of the month, the amount(s) of the differential(s) will appear in the following month's check.

8. Differentials will be based upon the 2024-25 salary schedule for the duration of the contract.

G. 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 service in, Peace Corps, or documented teaching of 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.

H. Initial Salary Placement for Student Service Educators

Initial salary placement for Speech Language Pathologists, School Psychologists, School Counselors and School Social Workers who have completed licensure requirements in their respective fields, shall be placed no lower than MA+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.

I. 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.

J. 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.

K. 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.

L. Longevity

Educators who 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 paid 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

If an educator starts at a step, other than step one, longevity will be calculated based on years worked within Woodburn School District as a licensed educator.

M. Professional Growth Stipends

The District shall pay an annual stipend of $2,000 (distributed evenly in monthly paychecks) 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 (nbpts.org)

   If complete paperwork is submitted by the 1st of the month, the amount of the stipend will appear in that month's check. If the complete paperwork is submitted after the 1st of the month, the amount of the stipend will appear in the following month's check. Stipend will be prorated based on the receipt date of completed documentation.

ARTICLE 23 - INSURANCE

A. District Contribution

The District's contribution for employee insurance benefits shall not exceed $1,600 per employee per month, effective October 1st, 2025. Effective October 1st, 2026 the District's contribution for employee insurance benefits shall not exceed $1,660 per employee per month. Effective October 1st, 2027, the District's contribution for employee insurance benefits shall not exceed $1,720 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 Premium 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.

1. 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.

2. Pool fund calculations will be verified by the Director of Business Services, and Director of Human Resources, prior to Association member notification.

3. Insurance Pool funds are to be used to offset the out-of-pocket portions of the premiums of Association members.

4. If there is a balance in the pool at the end of the fiscal year it will be distributed first to those with an HSA (Health Savings Account) compliant plan, up to the legal IRS limit, in June. If there are remaining funds, they will be disbursed equally to an HRA (Health Reimbursement Arrangement) for each member.

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 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 24 - DUES AND PAYROLL DEDUCTIONS

A. Dues Authorization

The Association shall provide a list of unit members who have authorized dues deductions. The OEA will provide the District a letter attesting they possess verification of authorizations, and upon a request of the District, the Association will provide the authorization forms for inspection. Pursuant to such authorization, the District shall deduct-one-tenth of such dues from the first regular salary check of the teacher each month for 10 months, beginning in October and ending in July of each year. Deductions for educators who join the Association after commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

B. Remittance to Association

Within five (5) business days after the monthly salary check has been received by the employees of the District, the District shall provide a digital register in the format the district utilizes, of the NEA/OEA/WEA dues, including voluntary Association contributions, deducted from each member's paycheck, together with the remittance due to the United Teaching Profession (i.e. local, OEA/NEA). The Association agrees to furnish the Superintendent any information to fulfill the provision of this Article, not otherwise readily available to the District.

C. Other Deductions

The District, upon appropriate authorization of the educator, shall deduct from the salary of any educator and make proper remittance for long-term disability and any other plans or programs jointly approved by the Association and the Board.

D. Indemnification:

The Association will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amounts paid to it in error.

E. Types of Deductions

Subject to normal accounting procedures, educators may authorize the business office to modify the payment of their contracted salary, which may include but are not limited to:

1. Tax sheltered annuities, as authorized by the Internal Revenue Service
2. Insurance premiums
3. Membership dues in the Association and its affiliates, including assessments and voluntary political contributions (i.e. OEA, NEA, WEA)
4. Employee PERS/OPSRP contributions

5. NEA Member Benefits or other benefits-related vendor deductions may be available for payroll deduction if the vendors meet a minimum requirement of ten active contributors as documented by employee payroll deduction forms.

ARTICLE 25 - STRIKES AND LOCKOUTS

As there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

A. During the term of this Agreement, the District shall not, as a result of a dispute with the Association, deny employment to any employee covered by the terms of this Agreement.

B. During the term of this Agreement, the Association or its members will not participate in an unlawful strike or the withholding of services against the District. In the event of the above by the Association or its members, the District may take appropriate action consistent with established labor/management relation's practices.

ARTICLE 26 - DUAL LANGUAGE EDUCATION

Woodburn is a dual language district. The parties agree to the following in order to support educators in delivering language development instruction for all students:

A. The District will continue to employ three (3) FTE as follows: Language Program coordinators two (2) FTE Spanish Language, and one (1) FTE Russian Language who shall:

1. Have command of languages as demonstrated by meeting the full ESOL and language requirements as per Article 22 Section F.

2. Provide direct support to educators to ensure consistency of visions, goals and program implementation. Design professional development for curricula and effective teaching and learning practices. Provide support for modifications needed to the curricula. In order to accomplish this, the coordinators will collaborate with the district directors, principals, Instructional Coaches, and staff.

3. Provide support in implementing curricula and district-provided materials to Spanish/Russian language educators for those who are teaching Foreign Language for English Speakers (FLES) for elementary level and World Language for secondary levels.

4. Monitor and recognize progress toward the attainment of the Student Biliteracy Benchmarks at all levels, i.e. Grade 5 Recognition, Grade 8 Certificate, and Grade 12 Oregon State Seal of Biliteracy/Multiliteracy.

B. The district will provide curriculum materials in language of instruction.

1. Language Program coordinators, dual language educators, and Instructional Coaches may work with District and school administration and staff to review and adopt materials related to the language programs.

2. If District adopted materials are not available or are not provided in the language of instruction, educators will be compensated at their curriculum or per diem rate of pay, whichever is higher, for curriculum creation. Administrator approval will be obtained before curriculum creation begins.

3. When materials are developed or translated by educators, the district will make those materials available to all educators.

C. Provide initial and ongoing professional development in dual language instruction at all levels K-12.

1. Provide ongoing and differentiated professional development for all instructional educators.

2. Topics addressed may include, but are not limited to: the principles and philosophy of dual language education, application of dual language principles in the classroom, and

differentiated teaching strategies attending to the needs of culturally, linguistically, and socioeconomically diverse students. This may also include sheltered instruction and English language learner services.

D. The district will make significant efforts to recruit and retain a sufficient number of bilingual educators to maintain an uninterrupted continuum of academic language development in the target language(s) as students progress through the grade levels.

E. Maintain a Dual Language Advisory Board with representation from all levels and language strands that will include the following:

1. Administration

2. Language program coordinators

3. WEA will appoint at least three (3) educators for each level

4. The District will solicit participation from parents

5. The superintendent or their designee

The Dual Language Advisory Board will meet at least quarterly to review the Dual Language Program and make an annual report to the School Board.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision.

B. Savings Clause

Nothing contained herein shall be construed to deny or restrict to the District or any educator such rights as it may have under Oregon School Laws or other applicable laws and regulations.

C. Funding

Revenue needed to fund this agreement must be established by budget procedures and must be provided by, among other things, funding from the state. All compensation and economic benefits contained in the agreement are therefore contingent upon all sources of revenue.

1. If the District's March State Fund Grant Estimate for any given year is less than 103% or greater than 106% of the March State Fund Grant Estimate for the preceding year, the district or the Association may reopen the economic provisions, including, but not limited to, the length of the educator work year (excluding insurance) of this contract for bargaining pursuant to the state mid-term bargaining law.

2. If such reopening of negotiations does occur, the wage rates and insurance contributions in effect at the time of reopening shall remain in effect until such time as a successor agreement is ratified and implemented by the parties.

ARTICLE 28 - PROFESSIONAL ISSUES COMMITTEE

A. Purpose and Scope

The District and the Association shall form a Professional Issues Committee for the purpose of discussing matters that are not subject to this Agreement that may arise during the term of this contract.

1. The committee may take no action that is contrary to this Agreement without authorization from both the Board and the Association.
2. The committee is not intended as a grievance or appeals committee for actions under the contract, nor a forum for individual grievances.
3. The committee is not intended to replace monthly building or district liaison meetings, nor replace the process of addressing issues at the lowest level. Issues will be discussed at building level liaison meetings before being brought forward to a PIC meeting.

B. Committee Composition

The committee shall consist of three (3) representatives selected by the Association, one from each educational level, and three (3) administrators chosen by the District, one being from each level. In addition, the committee shall include the Director of Human Resources or Superintendent's designee, and the Association President or designee.

C. Co-facilitation

Co-facilitators from each group shall be established at the beginning of the school year. Meetings can occur in the event of an absence of any co-facilitator. These meetings will occur on a monthly basis, starting in October, determined by the co-facilitators. The parties will designate a recorder and maintain running agendas and shared notes for each monthly meeting.

D. New Program Review

1. New instructional programs may be reviewed by the Professional Issues Committee at any point in the process of their implementation by the District, should disputes arise between the District and affected educators.

2. The Professional Issues Committee may offer recommendations to the appropriate District Staff for the improvement of new district programs at any point in the process.

ARTICLE 29 - STUDENT BEHAVIOR SUPPORTS AND SAFETY

A. Purpose

1. The District and Association are committed to maintaining safe, supportive learning environments that prioritize the well-being of students and staff.

2. Both the District and Association acknowledge that:

    a. Multi-Tiered System of Support (MTSS) is a framework that includes, but is not limited to, Response to Intervention (RTI) and Positive Behavioral Intervention and Supports (PBIS) frameworks.

    b. Behavior is communication.

B. Professional Development

1. The Association and District further acknowledge that no system, regardless of how it is designed, can be effective unless it is implemented with fidelity across the entire school system.

2. Therefore, the District shall annually offer training to all existing and newly-hired educators in the District's school climate systems, which may include but is not limited to MTSS, PBIS, and other relevant behavior systems.

3. These trainings shall be differentiated, as needed, to meet individual building and educator needs and experience while maintaining consistency across the district in practice.

C. Educator Resources

1. Each building shall have at least one point person designated as the behavior contact who will respond to behavior.

2. The District shall provide access to the following resources to educators:

    a. Oregon Revised Statutes Chapter 339 — School Attendance, Admission, Discipline, Safety

    b. Current School Board policies referencing, but not limited to, student discipline, safety, and conduct

    c. The current WSD Student-Parent Handbook

d. Staff handbooks and relevant administrative directives

D. School Climate Plans

1. The School Climate Plan template will include behavior support and discipline documentation guidance for all PBIS and Behavior teams at the building level to use throughout the year, including, but not limited to the following:

   a. Definitions of minor and major behaviors, along with examples

   b. Documentation processes for minor and major referrals

   c. Procedures for processing referrals

   d. Identification of a location or locations other than the student's classroom for educators, support staff, or building leadership to implement crisis prevention and/or de-escalation strategies

   e. Building-specific procedures that ensure educators know how to contact the point person for behavior support

E. Threat/Causing Fear of Harm, or Physical Attack/Harm Upon an Educator

1. Definitions

   a. Threat/Causing Fear of Harm: Any behavior that causes another person to fear injury to themselves or property, including verbal, written, gestural, electronic, or third-party threats

   b. Physical attack/harm: Violent contact that has inflicted bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the District

2. Any student who is alleged to have committed Threat/Causing Fear of Harm or Physical Attack/Harm upon an educator shall be temporarily removed from the classroom.

   a. If the alleged behavior has been substantiated, prior to student reentry to the classroom a reentry meeting will be held and/or a safety plan will be developed by the Threat Assessment Team with the impacted educators' input.

3. Any student who has committed a threat/causing fear of harm upon an educator shall be immediately reported to the site Administrator.

F. Personal Injury Benefits and Property Loss

1. Any case of personal injury or property loss of an educator while acting within the scope of their duties shall be promptly reported in writing to the immediate supervisor who shall forward a copy to the Building Site Safety Officer.

2. The District will create and maintain, and make available via the District website, a packet of materials for educators who experience a physical attack/harm at work. Items in this packet will include, but not be limited to, information about the following:

    a. Workers' compensation;

    b. This Collective Bargaining Agreement;

    c. Leaves of absence;

    d. Insurance benefits;

    e. EAP (Employee Assistance Program).

3. The District shall reimburse educators for out of pocket costs, up to $500, for damage to personal property when the damage is a result of any Physical Attack/Harm on the educator's person suffered during the course of employment.

ARTICLE 30 - IMMIGRATION - SAFETY AND RELATED PROTECTIONS

A. Safe and Supportive Schools

1. The District affirms that schools are safe spaces for students, families, and staff, free from unlawful immigration enforcement.
2. No immigration agent (Immigration Customs Enforcement (ICE), Department of Homeland Security (DHS), or federal law enforcement) may enter school property or access records without all of the following:
    a. Proper legal credentials
    b. A judicial warrant signed by a federal judge
    c. Providing identification documents to school personnel
3. Administrative warrants, detainers, or other civil immigration documents shall not be grounds for entry. To summarize, anything other than a judicial warrant signed by a federal judge will not satisfy the requirements in 2.b above.
4. If enforcement agents arrive, the District shall:
    a. Verify credentials and purpose; if a proper warrant is not provided the District will immediately direct the federal agents to leave
    b. Implement the District's standard response protocol, including lockdown or shelter-in-place procedures if necessary to ensure safety
    c. Restrict unauthorized access to students and sensitive areas until verification is complete
    d. Notify the Association immediately
    e. Take steps to minimize disruption for students, families, and staff including asking ICE or DHS personnel to remove themselves from private property

B. Rights During Enforcement

1. If the District receives a warrant, subpoena, or request for documents, affected educators will be notified within three (3) days and provided a copy.
2. The District will only comply to the extent explicitly required by law.
3. If the district receives credible information that enforcement agents are expected to enter a school, staff and families will be notified in advance, through existing District communication systems.
4. An educator who reasonably fears enforcement action may get authorization from their administrator to temporarily leave the site.

5. Questioning of educators will occur privately whenever possible.

6. When available, interpretation services will be provided.

C. Educators Support and Leave

1. Educators with an active work authorization will not be disciplined or terminated, solely based upon their active work authorization status.

2. Educators can use personal leave or apply for unpaid leave for immigration-related issues.

3. Absences of ninety (90) days or less due to detention, or deportation will be treated as unpaid leave.

4. The District will explore alternative arrangements including, but not limited to, remote work. Consideration of alternative arrangements shall include the impact on program delivery, staffing needs, and the employee's assigned duties.

5. Educators may request association representation in all employment related immigration matters.

D. Privacy and Confidentiality

1. Immigration status and related personal information are confidential.

2. Disclosure will occur only when legally required or with educator consent.

3. With the educator's consent, the District will notify the Association promptly if contacted by any agency regarding immigration matters.

E. Employee Rights and Resources

1. Educators may update names or social security numbers without loss of rights or seniority.

2. The District shall provide "Know Your Rights" information for staff, students, and families.

3. Immigration resources will be provided on the district website.

F. Participation

In the event that an employee has a problem with their right to work in the United States, the District shall notify the Association, with the educator's consent, in writing prior to taking any action. The District agrees to meet with the Association to discuss the nature of the problem to attempt to reach a resolution.

G. The District shall comply with all immigration laws. If changes in law affect working conditions, the District shall bargain with the Association over the impact.

ARTICLE 31 - DURATION

The effective date of this Agreement shall be July 1, 2025, except as specified in Article 23, and this Agreement shall continue in effect through June 30, 2028. If a new Agreement is not entered into by the parties prior to June 30, 2028, 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 2025-2026

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, 2025

Step	LPN	RN	BSN	MSN
1	77,754	80,091	82,433	84,770
2	80,091	82,433	84,770	87,111
3	82,433	84,770	87,111	89,447
4	84,770	87,111	89,447	91,787
5	87,111	89,447	91,787	94,126
6	89,447	91,787	94,126	96,464
7	91,787	94,126	96,464	98,801
8	94,126	96,464	98,801	101,140
9	96,464	98,801	101,140	103,479
10	98,801	101,140	103,479	105,817

Woodburn School District
Appendix A
Salary Schedule 2026-2027

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, 2026

Step	LPN	RN	BSN	MSN
1	80,281	82,694	85,112	87,525
2	82,694	85,112	87,525	89,942
3	85,112	87,525	89,942	92,354
4	87,525	89,942	92,354	94,770
5	89,942	92,354	94,770	97,185
6	92,354	94,770	97,185	99,599
7	94,770	97,185	99,599	102,012
8	97,185	99,599	102,012	104,427
9	99,599	102,012	104,427	106,842
10	102,012	104,427	106,842	109,256

Woodburn School District
Appendix A
Salary Schedule 2027-2028

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, 2027

Step	LPN	RN	BSN	MSN
1	82,890	85,382	87,878	90,370
2	85,382	87,878	90,370	92,865
3	87,878	90,370	92,865	95,356
4	90,370	92,865	95,356	97,850
5	92,865	95,356	97,850	100,344
6	95,356	97,850	100,344	102,836
7	97,850	100,344	102,836	105,327
8	100,344	102,836	105,327	107,821
9	102,836	105,327	107,821	110,314
10	105,327	107,821	110,314	112,807

Woodburn School District
Appendix A
Salary Schedule 2024-2025

***The 2024-25 salary schedule is provided for reference purposes only**

2024-2025 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	52,529	54,790	57,050	59,309	61,569	63,828	66,087	
2	54,790	57,050	59,309	61,569	63,828	66,087	68,349	
3	57,050	59,309	61,569	63,828	66,087	68,349	70,605	
4	59,309	61,569	63,828	66,087	68,349	70,605	72,867	
5	61,569	63,828	66,087	68,349	70,605	72,867	75,125	77,383
6	63,828	66,087	68,349	70,605	72,867	75,125	77,383	79,645
7	66,087	68,349	70,605	72,867	75,125	77,383	79,645	81,903
8	68,349	70,605	72,867	75,125	77,383	79,645	81,903	84,165
9	70,605	72,867	75,125	77,383	79,645	81,903	84,165	86,422
10	72,867	75,125	77,383	79,645	81,903	84,165	86,422	88,683
11		77,383	79,645	81,903	84,165	86,422	88,683	90,943
12			81,903	84,165	86,422	88,683	90,943	93,202
13				86,422	88,683	90,943	93,202	95,460
14					90,943	93,202	95,460	97,720
15					93,202	95,460	97,720	99,980
16						97,720	99,980	102,239

Woodburn School District
Appendix A
Salary Schedule 2025-2026

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, 2025

2025-2026 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	54,368	56,708	59,047	61,385	63,724	66,062	68,400	
2	56,708	59,047	61,385	63,724	66,062	68,400	70,741	
3	59,047	61,385	63,724	66,062	68,400	70,741	73,076	
4	61,385	63,724	66,062	68,400	70,741	73,076	75,417	
5	63,724	66,062	68,400	70,741	73,076	75,417	77,754	80,091
6	66,062	68,400	70,741	73,076	75,417	77,754	80,091	82,433
7	68,400	70,741	73,076	75,417	77,754	80,091	82,433	84,770
8	70,741	73,076	75,417	77,754	80,091	82,433	84,770	87,111
9	73,076	75,417	77,754	80,091	82,433	84,770	87,111	89,447
10	75,417	77,754	80,091	82,433	84,770	87,111	89,447	91,787
11		80,091	82,433	84,770	87,111	89,447	91,787	94,126
12			84,770	87,111	89,447	91,787	94,126	96,464
13				89,447	91,787	94,126	96,464	98,801
14					94,126	96,464	98,801	101,140
15					96,464	98,801	101,140	103,479
16						101,140	103,479	105,817

Post Graduate work is listed in quarter hours
Curriculum rate = $46.01

Woodburn School District
Appendix A
Salary Schedule 2026-2027

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, 2026

2026-2027 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	56,135	58,551	60,966	63,380	65,795	68,209	70,623	
2	58,551	60,966	63,380	65,795	68,209	70,623	73,040	
3	60,966	63,380	65,795	68,209	70,623	73,040	75,451	
4	63,380	65,795	68,209	70,623	73,040	75,451	77,868	
5	65,795	68,209	70,623	73,040	75,451	77,868	80,281	82,694
6	68,209	70,623	73,040	75,451	77,868	80,281	82,694	85,112
7	70,623	73,040	75,451	77,868	80,281	82,694	85,112	87,525
8	73,040	75,451	77,868	80,281	82,694	85,112	87,525	89,942
9	75,451	77,868	80,281	82,694	85,112	87,525	89,942	92,354
10	77,868	80,281	82,694	85,112	87,525	89,942	92,354	94,770
11		82,694	85,112	87,525	89,942	92,354	94,770	97,185
12			87,525	89,942	92,354	94,770	97,185	99,599
13				92,354	94,770	97,185	99,599	102,012
14					97,185	99,599	102,012	104,427
15					99,599	102,012	104,427	106,842
16						104,427	106,842	109,256

Post Graduate work is listed in quarter hours
Curriculum rate = $47.51

Woodburn School District
Appendix A
Salary Schedule 2027-2028

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, 2027

2027-2028 Salary Schedule

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	57,959	60,454	62,947	65,440	67,933	70,426	72,918	
2	60,454	62,947	65,440	67,933	70,426	72,918	75,414	
3	62,947	65,440	67,933	70,426	72,918	75,414	77,903	
4	65,440	67,933	70,426	72,918	75,414	77,903	80,399	
5	67,933	70,426	72,918	75,414	77,903	80,399	82,890	85,382
6	70,426	72,918	75,414	77,903	80,399	82,890	85,382	87,878
7	72,918	75,414	77,903	80,399	82,890	85,382	87,878	90,370
8	75,414	77,903	80,399	82,890	85,382	87,878	90,370	92,865
9	77,903	80,399	82,890	85,382	87,878	90,370	92,865	95,356
10	80,399	82,890	85,382	87,878	90,370	92,865	95,356	97,850
11		85,382	87,878	90,370	92,865	95,356	97,850	100,344
12			90,370	92,865	95,356	97,850	100,344	102,836
13				95,356	97,850	100,344	102,836	105,327
14					100,344	102,836	105,327	107,821
15					102,836	105,327	107,821	110,314
16						107,821	110,314	112,807

Post Graduate work is listed in quarter hours
Curriculum rate = $49.05

APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE
Effective July 1, 2025

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

Category A - Head Coaches	Category B - Assistant Coaches
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

Category AA	Category BB
7th& 8th Grade Football, Head	7th& 8th Grade Football, Assistant
7th& 8th Grade Soccer, Head	Cross Country, Assistant
7th& 8th Grade Volleyball, Head	Soccer, Assistant
Cross Country, Head	Track, Assistant
7th& 8th 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, 2025

High School Athletic Category - 2025-2028

	HS A	HS B
Year 1-5	$8,027	$6,923
Year 6 +	$8,7325	$7,521

Middle School Athletic Category - 2025-2028

	MS AA	MS BB
Year 1-5	$3,606	$2,664
Year 6 +	$3,968	$3,268

APPENDIX C - 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

Category	Level	Activity
A	HS	FFA
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, 2025 - June 30, 2028

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 2025 - 2028

	A	B	C	D	E	F	G	H
Year 1-5	$6,971	$6,009	$4,327	$3,845	$3,366	$2,886	$2,401	$1,569
Year 6 +	$7,599	$6,540	$4,761	$4,230	$3,701	$3,175	$2,646	$1,722

APPENDIX D - GRIEVANCE FORM WOODBURN SCHOOL DISTRICT

This form is to be carried forward until the grievance is resolved:
Name of Grievant:
Date Filed:
Building:
Assignment:
Name of Principal:

Provisions of Professional Agreement or School Policy allegedly violated, or:
[ ] Contract Grievance [ ] Policy Grievance

Statement of Grievance:

_____
_____
_____
_____
_____

Date of alleged action which caused the grievance or first knowledge of such action:

_____

Remedy or Action Requested:

Is a meeting to discuss this grievance desired? [_]Yes [_] No

82
LEVEL ONE Date of Receipt of Grievance:_____

Disposition By: _____(Principal)
Written Response: _____

_____

_____

_____

_____ _____
Signature of Principal Date

Date of receipt of principal's answer: _____

Grievance settled on the basis of Principal's answer: [ ] Yes [ ] No

LEVEL TWO - SUPERINTENDENT
Grievant's Reason for appeal to Level Two Superintendent:

_____
_____
_____
_____
_____

_____ _____
Signature of Grievant Date

83

Is a meeting to discuss this grievance desired? [ ] Y e s [ ] N o
Date appeal received:

_____
Disposition by Superintendent:

_____
_____
_____
_____
_____

_____
Signature of Superintendent Date

Date of receipt of Superintendent's answer: _____
Grievance settled on the basis of Superintendent's answer: [ ] Y e s [ ] N o

LEVELTHREE - SCHOOL BOARD
Grievant's reason for appeal to Level Three Board: _____
_____
_____
_____
_____

A meeting to discuss this grievance is desired: [ ] Y e s [ ] N o

_____
Signature of Grievant Date

84

Date appeal received: _____
Present: _____

_____

_____

_____

Date: _____

Signature of Board Chairperson: _____

LEVEL FOUR - ARBITRATION DEMANDS:

WEA appeals this grievance to binding arbitration as per Article 6, Section D, Level 4:

_____

Signature of Grievant Date

_____

Signature of WEA Date

Note: Attachments may be made if space is inadequate for response.