

# COLLECTIVE BARGAINING AGREEMENT

between

WOODBURN SCHOOL DISTRICT 103

Marion County, Oregon

and

WOODBURN EDUCATION ASSOCIATION

July 1, 2022 through June 30, 2025

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## **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 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, class, ethnicity, gender, 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 acquire bilingualism and multiculturalism 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. The negotiated school nurse salary will appear in a separate salary scale.

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. For this agreement the terms “educator,” and “employee,” shall be used interchangeably.

### **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 COMMUNICATIONS AND RIGHTS**

### **A. Information**

Upon request, the Board agrees to allow 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. 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. Requested information that is readily available shall be provided within fourteen (14) working days upon receipt of the request, and will be provided sooner than that time period if at all possible. 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. The District may charge the Association for the actual costs of providing information.

### **B. Use of School Building**

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**

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**

The Association may place announcements and information on the bulletin board reserved for Association use in an easy to access location in the faculty lounge or lounges, in the event of multiple faculty lounges on a large campus.

### **E. Use of District Communication Systems**

The Association shall be given the right to use the school mailboxes and email for communication purposes. Association communications shall be labeled as coming from the Association.

1. Association use of e-mail shall comply with the District's acceptable use policy. In the event of interruptions, the IT Director shall inform the Association president of the:

- a. nature of, duration and frequency of the interruption(s)
  - b. estimated time of resolution of the interruption(s)
  - c. measures taken to prevent the future repetition of such interruption(s)
2. 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. The Board agrees to grant fifty-five (55) days total to be used by association officers and representatives to conduct Association business.
2. The Association shall reimburse the District for the cost of a substitute teacher (if a substitute is actually hired) and/or coverage of missed protected prep time. The billing for such reimbursement will indicate the member for which the substitute was hired (or for whom coverage was charged to protected prep time), and the date of such leave. The billing shall be done on a quarterly basis. 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 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 requests less) on a schedule mutually agreed upon by the District and Association. The President and District designee shall meet to determine a schedule mutually agreeable to the District and the Association prior to its implementation.
2. 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 the calculation, to the Association by June 1. Reimbursement by the Association shall be made to the Payroll Office by June 30.

#### 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 Collective Bargaining Agreement on the district website.
2. The District will provide a hard copy of the Collective Bargaining Agreement to the employee 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. At employee orientations, the District shall provide the union with no less than thirty (30) minutes to make a presentation to all bargaining unit employees without undue interference. The union may also set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participation in or attending the union's presentation.
3. When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the union 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.
4. 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 work site location.
- 5. 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. 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.
  - 2. Meetings canceled by one party for two consecutive months shall be discussed at the district-level liaison meeting.
  - 3. 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.



## **ARTICLE 6 - GRIEVANCE PROCEDURES**

### **A. Definitions**

#### **1. Grievance:**

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

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

#### **2. Aggrieved Person:**

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

#### **3. Party in Interest:**

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

### **B. Purpose**

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

### **C. Procedure**

#### **1. Time Limits:**

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

#### **2. Days:**

“Days” shall mean any of the 195 contract days of licensed educators throughout the

calendar year. At the request of either party, a grievance shall be held over until the following school year with the exception of the initial filing timeline.

3. Financial Responsibility:

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

4. Resolutions:

A grievance shall be considered resolved if:

- a. The aggrieved receives a satisfactory resolution to their grievance, or
- b. They choose to withdraw the grievance in writing, or
- c. The aggrieved fails to appeal the grievance to the next level within the number of days allotted at that level, or otherwise fails to comply with the requirements of this procedure.

5. Representation:

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

6. Bypassing Level 1:

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

7. Form:

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

8. Meetings:

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

D. Levels of Grievance

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

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

aware of the occurrence giving rise to the grievance. In accordance with the requirements as outlined on the grievance form, the aggrieved shall explain the nature of the grievance, against whom it is leveled, and what the aggrieved would consider an equitable solution to the grievance. The aggrieved person shall also state that the grievance is either a contractual grievance or a policy grievance (Sections A, 1 a. and b., above) or both.

If the grievance is claimed to be a contract grievance, the aggrieved person shall also specify the particular Article(s), with Section(s) and the paragraphs thereof that they claim have been violated. If the grievance is claimed to be a policy grievance, the aggrieved person shall also specify the specific School Board policy that they claim has been violated. From the date of the aggrieved initial presentation of the grievance, the immediate supervisor shall have 10 days to respond to the grievance by completion of the applicable blanks of the grievance form.

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

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

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

specified in Level Three above, the Association shall have 15 days from the date of the Board meeting in which to provide the notice of submission to arbitration.

The parties shall have 10 days from the date of District receipt of written notification from the Association of its desire to arbitrate the grievance, to meet or confer in an effort designate a mutually agreeable arbitrator, and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, the Association and the District shall select an arbitrator by alternately striking names from a list of seven arbitrators provided by the Employment Relations Board. The party to strike the first name shall be determined by lot. The parties shall jointly notify the arbitrator of their selection.

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

## ARTICLE 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).
2. Evaluation of educators shall only be conducted by licensed administrators. Information arising from mentoring, peer assistance, 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 to ensure consistency in evaluations outlined in the current/ revised Evaluation Handbook (WEGEs).
3. The District and Association agree to create 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 committee will begin the process of reviewing and revising the handbook no later than March 31st, 2023. The Evaluation committee will produce a concise, educator facing document that will outline the evaluation process in simple terms. No major change in the evaluation system shall be effective until it has been reviewed by the Association and approved by the School Board.
4. Unless ODE changes its framework, educators will receive a minimum of two (2) formal observations in years during which they are selected for evaluation.
  - a. All observations will be scheduled in a timely manner as per ODE requirements.

Formal evaluations for educators will be conducted not more than once a quarter, unless agreed upon by the educator and the evaluator.

- b. There will be a pre-observation conference and a post-observation conference for each formal observation.
    - c. As per the evaluation handbook, written feedback, including performance concerns, will be provided within 3 working days following each formal observation and discussed during the post-observation conference. Unless an extension of time is mutually agreed upon.
  - 5. The district shall provide educators the link to access the current copy of the evaluation handbook and the link to the timeline at the start of each school year, or upon hire. If a member requests a hard copy of the handbook, the district will provide them one. District level professional development regarding evaluations will be conducted prior to the start of formal evaluations.
  - 6. Individual educator evaluation data shall not be publicly released or reported, unless required by law.
- C. Any grievance filed over Section B.4 shall be treated as a contract grievance. Any grievance filed over the remainder of this article shall be treated as a policy grievance in accordance with Article 6.A.b.

## ARTICLE 8 - JUST CAUSE

### A. Just Cause

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

### B. Due Process Provision

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

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

### C. Exception

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

## **ARTICLE 9 - PERSONNEL FILES**

- A. 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. The material shall be signed by the educator before it is placed in the educator's personnel file. The educator has ten (10) days to review and sign before placing the document into the personnel file. The educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof. 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. The educator will also have the right to submit a written response to such materials, which shall be attached to all file copies.
- B. 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, educator, or the legally designated representative of the educator's estate.
  - 1. 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 workday in advance.
  - 2. 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) workdays in advance.
- C. The employee shall pay for the cost of any copying/scanning requested. This information shall be provided in digital form, at the employee's request.
- D. 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. The request shall be made to the Director of Human Resources. 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.
- E. No item will be moved from a supervisor's working file to the personnel file without the provisions of this Article being followed.



## **ARTICLE 10 - COMPLAINT PROCEDURE & CONFLICT MEDIATION OPTIONS**

### 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 of the complaint are in dispute 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. Time limits may be extended by mutual consent of the District and the subject of the complaint. Upon completion of the investigation, the educator shall be notified of the disposition 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 any 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. WSD recognizes that WEA provides conflict mediation services to its membership. 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 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. 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.

## **Article 11 - Assignments, Vacancies & 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 HR Director, 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.
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 processes.
2. If a licensed position becomes available, the position will be posted both internally and externally simultaneously. Open positions will be communicated via the district website.
3. Any qualified bargaining unit in-house candidate who applies will be granted an interview. If an in-house applicant is selected by the hiring process they will be offered the position. The subsequent teaching vacancy will trigger the process set forth above again.
4. If an in-house applicant is not selected for the position by the hiring process, they may request a post-interview discussion. At this time the hiring process transitions to external applicants.
5. This process will apply to regular positions only. This process will not be used for temporary or substitute positions.
6. The district will continue to maintain the right to make final assignments/hiring decisions.

C. Involuntary Transfer

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

D. Reassignment and Transfer Compensation

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

E. Moving Compensation

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

F. Summer School Positions

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

## **ARTICLE 12 - WORKING CONDITIONS**

### **A. Telephone Use and Workspace**

1. The District will provide access to a district phone for all itinerant and non-itinerant educators. Itinerant educators are those who are assigned to more than one building or school and who spend at least 25% of their assignment in more than one building.
2. If access to a district phone is not or cannot be provided to educators as in A.1 above, the district will provide a virtual voice service.
3. When necessary, arrangements may be made with the building administrator for the use of a private workspace to allow privacy-and quiet for online work assigned, confidential conversations, or when making confidential calls regarding students. If a private onsite work space is not available they may request approval from their supervisor to perform this assigned duty from 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.

### **B. Reference and Professional Materials**

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

### **C. Safety**

Educators shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or wellbeing. The District Safety Committee will consist of representatives appointed by the District and the Association. The District will abide by all local, state and federal workplace health and safety regulations and communicable disease health protocols. A complaint claiming a violation of this section should first be addressed to the District Safety committee. After the District Safety committee has heard the complaint, if the educator is not satisfied with the result, the educator may make a complaint with the proper state agency. This complaint will not serve as a basis for a claim of violation of this Agreement.

1. In an effort to protect the health and continuity of learning of Woodburn staff and students, the district shall implement the following measures:
  - a. Provide, and make readily available, hand sanitizer in every teaching/learning area.

- b. Provide PPE for use in accordance with ODE, OHA, and CDC recommendations (e.g. face coverings sized and designed to capture aerosol droplets (e.g. KN95 masks) for educators and students aged 5 and above, gloves, approved hand sanitizer, tissues, single-use disinfectant wipes, etc.)
2. A complaint claiming a violation of this section may be filed with the proper state agency.

D. Indoor Air Quality

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

E. Short-term School Closures

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

In the event a closure happens after the April Board meeting, the Board will address the closure at the next Board meeting.

F. Extended School Closure

1. Definitions

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

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

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

3. Ending of Closure/Partial Closure

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

G. Electronic Surveillance

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

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



## **ARTICLE 13 - EDUCATOR WORK YEAR**

### **A. Calendar**

The standard educator work year shall not exceed 195 days, starting in the 2020-2021 school year, including up to 179 classroom days, and a minimum of six (6) holidays, six (6) educator workdays with one workday immediately following winter break, and four (4) in-service days. The State Instructional Improvement Day shall be designated as a non-contract day. The six (6) holidays shall be as follows:

Labor Day

Veterans Day

Thanksgiving Day

MLK Jr. Day

Presidents' Day

Memorial Day

- B. The specialized educator work year shall be extended by a set number of days, based on position. The District will consult with employees before adding days to their schedule. The extension of each contract day in excess of five (5) shall be by mutual agreement. These days shall be paid at the per diem rate for:

1. Library Media Specialists
2. Instructional Coaches
3. Counselors
4. Licensed Special Educators
5. New Teacher Mentors
6. Program coordinators

- C. The district shall notify educators of the specialized educators' work calendar, no later than thirty (30) calendar days after the Board has adopted the standard school calendar.

### **D. Calendar Development and Review Process**

The District shall use a collaborative process to develop a proposed school calendar(s) for the upcoming year(s). To this end, a Calendar Committee shall be made up of Association representatives from OSEA and WEA, as well as WSD Admin. The Calendar Committee shall develop proposed calendar options and provide the Association(s) with a copy of proposed calendar options not later than January 10. The Association(s) shall have 30 days to review the

proposed calendar options and provide feedback to the Superintendent. After considering the feedback, the calendar options will be presented to the School Board by the Calendar Committee. 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, including a duty-free lunch period. Educators' starting and release time may vary depending on building and program hours, as established by the building principal. If an employee receives permission from their principal to depart early or arrive late, the educator may be required to make up the amount of time missed.
2. A duty-free lunch period of thirty (30) minutes shall be afforded all educators. Educators shall be permitted to leave the building during the lunch period.

### B. Preparation Time

All educators shall be provided uninterrupted, duty-free preparation time for a minimum of 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. Middle and High School educators that teach more than three (3) unique courses, not including advisory, will receive 350 minutes of preparation time per week.
- d. If the instructional period is shortened to less than 45 minutes, the weekly total must remain at the 320 minute minimum.
- e. When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday periods, or for other reasons, the daily preparation time shall be the same as a normal schedule for the particular days worked.
  - i. In the event of a full day school closure, preparation time is missed for that day only and is not compensated as lost preparation time or taken as additional time on a subsequent day.
  - ii. At the beginning of the school year, building administrators shall provide an alternative daily schedule for use in case of an unscheduled late start. This schedule will provide preparation time for educators whose preparation time would be lost because of the late start.
  - iii. In the event of an unscheduled early release, educators will be compensated for lost preparation time.

#### 2. Elementary Educators, including Specialists:

- a. Preparation time shall be scheduled in daily blocks of not less than 30 minutes each.
  - b. When less than a full week is worked due to scheduled or non-scheduled school closure, vacations, holiday periods, or for other reasons, the daily preparation time shall be the same as a normal schedule for the particular days worked.
    - i. In the event of a full day school closure, preparation time is missed for that day only and is not compensated as lost preparation time or taken as additional time on a subsequent day.
    - ii. At the beginning of the school year, building administrators shall provide an alternative daily schedule for use in case of an unscheduled late start. This schedule will provide preparation time for educators whose preparation time would be lost because of the late start.
    - iii. In the event of an unscheduled early release, educators will be compensated for lost preparation time.
3. Non-classroom Assigned Educators:
- a. Prep time for a non-classroom assigned educator may follow different schedules than those whose assignment is in a regular classroom setting.
  - b. The schedule will be developed jointly with building or District administration.
  - c. The guarantee would be that an equivalent weekly amount of prep time will be given to the non-classroom assigned 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. An educator may volunteer to sub during their prep, take on additional students in their classrooms, or be pulled from their primary duties to sub. Non-special education educators required to attend meetings during their scheduled preparation time shall receive their per diem rate for the time involved.
  - b. The above-specified amount(s) will be increased in accordance with the provisions of Appendix A in the second and any subsequent years of this Agreement.
5. General Duty Time:
- a. All time within the educator workday not specifically designated as preparation time or the duty-free lunch period, shall be considered general duty time. General duty time may be devoted to student instruction, student supervision, faculty meetings, extra preparation time, and other activities as determined by the District.

6. Early Release:

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

C. Class Size/Workload

The District and WEA agree that the student-educator ratio is an important factor in maintaining quality education and agree to establish a class size/case load committee (CCWC) to address concerns from educators or administrators regarding these workload issues. Additionally, we acknowledge that early planning and preparation in the spring are key to reducing potential class size/caseload issues in the fall.

This article establishes the Class size, Caseload and Workload Committee (CCWC).

Each May 1, a committee of three (3) members appointed by the Association president and three (3) administrators appointed by the superintendent will be formed. The superintendent will also sit on the committee as an ex-officio member for a total of seven (7) members.

After the committee is formed in the Spring, the committee will collaborate to minimize potential workload issues for the following fall as outlined below. Each fall, and throughout the school year, the committee will meet to review class sizes and caseloads, consider options, and formulate recommendations to the Superintendent for consideration when triggers have been met or surpassed. When triggers have been met or exceeded, immediate actions, as outlined below, will be required.

**Spring Committee Planning**

Each Spring beginning in 2023-2024:

1. Principals will share projected enrollment and tentative staffing assignments by June 1st.
2. Educators may request a meeting with the principal and a building representative to address any class size or placement concerns.
3. During pre-service week, updated class size information will be shared with the Association along with plans to support educators whose class sizes or caseloads may exceed the triggers as outlined below.

**Fall Committee (Beginning Fall 2023)**

August and September Information:

1. The Association president shall be provided with the District class size and/or case load by school and by individual class before the August meeting and again by the end of the

third full week of school and by the end of the third full week of the second semester of each school year.

2. Class Size and Caseload Maximums.

The CCWC will convene to review educator workloads that have reached or exceeded Level 1. The committee will meet immediately before students arrive, again not later than the end of the third full week of the school year and as necessary thereafter. The CCWC must issue a plan within one week of the CCWC meeting. This plan shall alleviate the workload of each educator whose workload is in level 1 including the options outlined below (in no particular order):

Option 1: Provide Educational Assistant Support (with collaboration time to meet with the teacher) .5 general education EA equates to 3-5 students (as determined by the CCWC)

Option 2: Add or assign Educator FTE

Option 3: Transfer Students

Option 4: Blend classrooms, rearrange caseloads or transfer educator FTE for support (per Article 11)

Option 5: Provide additional professional release to the teacher for planning, assessment, and parent conferences

Option 6: Any relief that is mutually agreeable between the educator and the district.

The CCWC's decision must reduce the workload below the triggers listed in the table below or the equivalent as implemented or is mutually agreeable to the educator and the district. Any educator workloads that meet or exceed the cap will be the immediate and primary charge of the committee before it considers how to alleviate workloads in the "trigger range."

3. The CCWC will meet as necessary to address concerns it receives from members or administrators. The committee will consider the following factors in deciding upon its recommendation(s):

- a. The number of students in the class and/or the student load/case load
- b. School and District class size/student load/case load averages
- c. The number and characteristics of special need students
- d. The instructional level of the classroom (e.g. primary, intermediate, etc.)
- e. The educator's professional experience
- f. The amount of instructional assistant time or specialist assistance provided
- g. Teacher feedback/input/suggestions

4. In situations where the committee determines an adjustment is warranted, the committee

will consider recommending the following options:

- a. Additional instructional tools
  - b. Transfer/reassignment of licensed educator(s)
  - c. Additional educational assistant time in the classroom(s)
  - d. No changes due to financial/physical space/time limitations
  - e. Other options mutually agreed to between the educators and administrators on the committee
  - f. Development of blended classroom(s)
  - g. Transfer/reassignment of students
  - h. Additional instructional support staff
  - i. Flexible grouping strategies may be used to support core instructional blocks
  - j. Additional professional release may be provided to the teacher for planning, assessment, and parent conferences
  - k. Additional licensed staff may be hired, subject to funding and/or the capacity of the building.
  - l. Overage Stipend
    - i. \$1500 per semester prorated based on the number of days the trigger was exceeded. Stipends will be paid in December and June.
5. All teacher and Association concerns regarding class size and workload, will be resolved as a policy grievance pursuant to Article 6.A.b. Class size issues shall also be a subject for discussion at Superintendent-Association liaison committee meetings.
6. This agreement is in effect as long as the individual school maintains schoolwide Title 1A eligibility.

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

Grade Level	Level 2	Level 1
Kindergarten	19	21
First	20	23

<b>2nd grade</b>	<b>22</b>	<b>25</b>
<b>3rd Grade</b>	<b>22</b>	<b>25</b>

<b>Special Education</b>	<b>Level 2</b>	<b>Level 1</b>
<b>Elementary Learning Specialists</b>	<b>28</b>	<b>30</b>
<b>Middle School Learning Specialists</b>	<b>33</b>	<b>35</b>
<b>High School Learning Specialists</b>	<b>36</b>	<b>38</b>
<b>Post High Learning Specialists</b>	<b>17-19 full time</b>	<b>20 full-time</b>
<b>Intensive Learning Center</b>	<b>EL: 8-9</b> <b>MS:10-11</b> <b>HS: 12-13</b>	<b>EL: 10</b> <b>MS:12</b> <b>HS: 14</b>
<b>Intensive Learning Center- Functional</b>	<b>EL: 7-8</b> <b>MS: 8-9</b> <b>HS: 10-11</b>	<b>EL: 9</b> <b>MS:10</b> <b>HS:12</b>
<b>Speech Language Pathologists</b>	<b>45-49 (*Weighted)</b>	<b>50 (*Weighted)</b>
<b>School Psychologists</b>	<b>1 FTE per 900 student enrollment</b>	<b>N/A</b>



### **Speech Language Pathologist (\*Weighted) Caseload Formulation**

A weighting system for speech language pathologist caseloads will be introduced for the 2023-24 school year. The 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:

<b>Category of Service/SLP Responsibility</b>	<b>Value</b>
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
Self-contained classroom	.25
Bilingual Evaluation Support to other SLP	.5

## **ARTICLE 15 - INITIATING DISTRICT PROGRAMS**

Instructional Program: 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.

An Instructional Program includes:

- Curriculum (what we teach)
  - o Materials, instructional plans, learning experiences, assessments, etc.
- Pedagogy (how we teach)
  - o Art or science of teaching; education; instructional methods

An Instructional Program is grounded in the Instructional Core:

- Educators' knowledge and skill
- Students' engagement in their own learning
- Academically challenging content

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

- A. The affected teaching staff shall be made aware of the proposed program by the Administration.
- B. 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

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

### A. Colleagues Covering Unfilled Vacancies

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

### B. Retiring WSD Educator Preference for Long-Term Positions

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

### C. General Provisions

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

## **ARTICLE 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 origin
- ancestry
- sex
- age
- domicile
- marital status
- sexual orientation
- gender identity
- gender expression
- disability, legally protected leaves, or reasonable accommodations

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 - REDUCTION IN STAFF AND RECALL**

### **A. Layoff**

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.

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.

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.

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. 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. Any educator who is to be laid off will be notified in writing as soon as practicable, but not less than two weeks prior to the effective date of layoff. Such notice will include the date of layoff and the reason(s) for the layoff.

### **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. 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.

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 staff.

2. An educator who is on the recall list shall have seven calendar days from the date of receipt of certified notice of recall to notify the District in writing, by mail, 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) days from the date said notice was

received.

3. However, if the educator was not receiving unemployment insurance benefits and if they can show that they were serving in a regular (not temporary) contracted position for another Oregon school district, they shall, upon timely written request, be granted an additional forty-five (45) days within which to report to work if the employing district has refused a request for release from contract.
4. 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 leave and accrued years of seniority, will be restored to them upon their return to active employment, and they 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. The Association shall receive a copy of any layoff or recall notice.
3. If the District is in a reduction-in-force (RIF) mode, as in Article 21, Section H, 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

## 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 prorata basis.
2. Sick leave not taken shall accumulate and may be used at a future time.
3. At the time of original employment or subsequent reemployment by the District, educators who were employed the previous year in an Oregon school district shall be allowed to transfer their accumulated sick leave; provided, however, the amount of leave transferable shall not exceed seventy-five (75) days. Transfer of sick leave from another district shall not be effective until the educator has completed thirty (30) working days in this district.
4. The employee's sick leave balance shall be printed on their monthly pay stub, and also be available via the employee portal.
5. The annual ten (10) days of sick leave shall be added to the educator's beginning total at the start of each academic year. An employee who leaves employment with the district and has used more sick leave than was earned at the time of separation, shall have the value of the unearned but used sick leave withheld from their final paycheck.
6. Sick leave may be used for the injury or illness of the employee or any medical or mental health appointment of the employee. These uses extend to the employee's child, by adoption or birth, spouse/domestic partner or other family member where paid leave is provided under and as set forth in state or federal law.
7. Sick leave which does not interfere with instruction or require a substitute may be taken in ½ hour increments, with a minimum of one (1) hour.
8. Effective September 3, 2023 educators will be able to access Paid Leave Oregon program leave and may use their existing sick leave to supplement Paid Leave Oregon to achieve their full wage. Educators may elect the order and manner of leave use, contingent upon the Paid Leave Oregon guidelines.

### B. Jury Duty/Witness Leave

Any educator in the District, regardless of their place of residence, who serves on jury duty or as a witness testifying under subpoena, provided they are not a party in interest, shall receive full

pay while on jury duty or service as such witness. Fees received by the educator for jury duty or witness fees shall be forwarded to the District business office; however, the educator may retain mileage fees. Each educator shall promptly notify the Human Resources Department upon receipt of notice of jury duty or subpoena.

C. Professional Leave

Educators shall be allowed to participate in and attend out-of-District visitations on approval of the Superintendent. The District shall provide and/or reimburse approved costs incurred by educators participating in professional onsite visitations and/or conferences. When district transportation for approved travel is not available, educators shall be reimbursed for approved travel at a District-wide rate set by the Board.

D. Injury on Duty

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

1. Employee may receive funds due them under Workers' Compensation and be granted a leave of absence without any charge against the employee's sick time.
2. Employees may 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 ½ hour increments, with a one (1) hour minimum.
2. At the end of the school year, each employee shall be paid, in addition to their other pay, an amount equal to the daily per diem rate for each of the three days not used during the year. Partial days shall be prorated at the per diem rate. Educators who work less than full time shall receive time off and the year-end cash on a prorated basis based upon the relationship their regular work schedule bears to that of a full-time employee.
3. Such leave may be taken at the beginning or end of a holiday or break period only at the discretion of the Superintendent and/or designee.



F. Bereavement Leave

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

G. Family Medical Leave

1. The parties recognize that the Federal Family and Medical Leave Act and the State Family Leave law apply to educators. 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. In the interim, beginning in January 2023, the District agrees to pay both the employee and employer portion of the premium. Employees will be able to access accrued leaves in order to make themselves whole during any period of leave which qualifies under Oregon Paid Leave.

H. Flex Time/Comp Time

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

I. Sick Leave Bank (SLB)

1. Purpose
  - a. The purpose of the sick leave bank is to provide participants with additional sick leave days should a long-term illness or catastrophic injury to themselves, spouse/domestic partner, or child.
  - b. Participants returning from FMLA or OFLA leave who have exhausted their accumulated sick leave may access the SLB for an amount not to exceed five (5) days for medical appointments related to health maintenance.
2. Sick Leave Bank Committee
  - a. The Committee shall be composed of three (3) participating educators.

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

### 3. Donation to SLB

- a. To become enrolled in the SLB, prior to October 1, educators will have the option to donate a minimum of one full day, with additional days in half or full day increments, up to a maximum of five (5) full days within one (1) school year.
- b. Educators hired between September 25 and October 31 have until October 31 to enroll in the sick leave bank.
- c. Participants may donate additional sick leave days, up to the maximum, at their discretion.
- d. SLB will maintain a minimum balance of fifty (50) days. If requested leave would require SLB to fall below the minimum balance:
  - i. The committee would determine whether additional hours of donations are necessary.
  - ii. Participants will not be required to re-donate more than one (1) time per calendar year.
- e. If participants withdrew days from the bank the previous school year, they must donate at least one (1) day at the start of the next school year regardless of whether there is a mandatory donation that year.
- f. Any time remaining in the SLB on June 30 will automatically roll to the next year to begin the SLB balance. The SLB committee will review the balances at the beginning of the year to determine whether there needs to be a sick leave contribution for the new year by the current SLB participants.
- g. WSD agrees to contribute to the SLB the amounts of 125 days in the 2023-24 school year and 50 days in the 2024-25 school year. This contribution will occur once WEA solicits SLB donations from educators in each year. Contribution from WSD will occur after SLB participants contribute 50 days. No Contributions will be made after the 2024-25 school year.

### 4. Withdrawal from SLB

- a. SLB can only be used if the participant has exhausted all available types of paid leave.
- b. Participants must request leave in half or full day increments, up to a maximum of twenty (20) days per request. If a participant needs to request beyond the

twenty (20) day maximum, they must submit and be approved for unpaid leave through the District process, prior to the SLB Committee reviewing the request and rendering a decision for additional days. A total of forty (40) days can be awarded per school year.

- c. If a participant is awarded days and does not use them all by the end of the school year, the unused days will be returned to the sick leave bank.
- d. If a participant is terminated or leaves the district during or after a contract year, donated hours will not be returned to the participant.

5. Qualifications to apply for SLB

- a. Participant has provided proof of a personal or immediate family (spouse or child) member's serious physical health care condition from a medical provider.
- b. To qualify for leave from SLB, participants must have been employed for a minimum of ninety (90) days.
- c. Educators employed on a temporary contract, hired before October 31 and with a contract length of at least 135 days, shall be eligible.
- d. Participant contacts the SLB Committee.
- e. Participant completes and returns the SLB application.
- f. Application is reviewed by the Committee, which will confirm with the Business Office that all accumulated leave has been exhausted as well as consider other SLB criteria set forth in the CBA.
- g. Participant will receive written notification of the Committee's decision within ten (10) working days of receipt of application.
- h. Upon approval, the WSD Business Office will make appropriate adjustments to the participant's leave and time sheet records.

## **ARTICLE 20 - UNPAID LEAVES**

### **A. Parental Leave**

A non-paid leave for the purpose of caring for a newborn child, or for adoption, shall be available to educators. Such leave must be requested not less than thirty (30) days prior to the educator's anticipated departure from the classroom. In the case of adoption, however, District receipt of the application for adoption within five 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.

1. 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.
2. If the educator is to return from leave before the end of the school year, the date of return shall normally coincide with the beginning of the grading cycle.

### **B. Exchange Teaching**

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. 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. 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. In no case shall more than two educators be granted such leave in any one academic year. No probationary educator shall be granted such leave.

### **C. Professional Study**

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. These educators shall agree to return to the District and work not less than two (2) years each for the District. 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. The year's leave shall be counted as experience. No such leave shall be granted to a probationary educator.

### **D. Military**

Military leave shall be granted in accordance with state and federal law. 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. 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, shall be restored upon return as fully as if such leave had never been taken.
2. An educator must return from the leave directly to employment in the District.
3. All the above benefits will be reduced to writing, signed by the educator, and placed in the educator's file with this Agreement.
4. 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.

F. Unpaid Leave Notification

Notification of approval or denial of unpaid leave will occur within fifteen (15) working days of the date of the supervisor's signature.

## **ARTICLE 21 - TUITION REIMBURSEMENT**

- A. All educators shall be eligible to receive reimbursement 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 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 reimbursement of tuition costs for up to six quarter hours, cumulative to a maximum of 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 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. 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.

F. The District’s maximum expenditure for tuition reimbursement 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.

G. 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.

H. 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.

I. 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 2022-2023 salary schedule shall be the 2021-2022 salary schedule increased by seven and seventy-five hundredths percent (7.75%). For 2023-2024, the salary schedule shall be the 2022-2023 salary schedule increased by five percent (5%). For 2024-2025, the salary schedule shall be the 2023-2024 salary schedule increased by five percent (5%).

### **B. PERS Contribution**

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

### **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.

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 schedules the testing and provides the results to 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.
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 amounts of the differential(s) will appear in that month's check. If the correct paperwork is submitted after the 1st of the month, the amounts of the differential(s) will appear in the following month's check.

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

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

Column 7 (MA+40) \$ 880

Column 8 (MA+60) \$ 940

M. Professional Growth Stipends

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

1. Earned a doctorate degree; or
2. Earned a National Board for Professional Teaching Standards Certification

## ARTICLE 23 - INSURANCE

### A. District Contribution

The District's contribution for employee insurance benefits shall not exceed \$1468 per employee per month, effective October 1st, 2022. Effective October 1st, 2023 the District's contribution for employee insurance benefits shall not exceed \$1,575 per employee per month. Effective October 1st, 2024, the District's contribution for employee insurance benefits shall not exceed \$1,600 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.

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



## **ARTICLE 25 - STRIKES AND LOCKOUTS**

Inasmuch 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. Beginning with the 2023-24 school year, 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 and staff.
  - 3. Provide support in implementing district-provided curricula to FLES and Spanish/Russian language educators.
  - 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 will 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, 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 translation begins.
  - 3. When materials are developed or translated by educators, the district will make those materials available to all educators.
- C. 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.
- D. 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 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 collective bargaining 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.

### **B. Committee Composition**

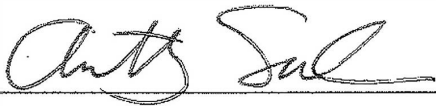
The committee shall consist of three (3) representatives selected by the Association, one from each educational level, and three (3) administrators chosen by the District, one being from each level. In addition, the committee shall include the Director of Human Resources or Superintendent's designee,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

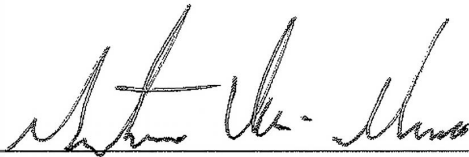
## ARTICLE 29 - DURATION

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



**Anthony Salm, President**

**Woodburn Education Association**



**Gustavo Vela-Moreno, School Board Chairperson**

**Woodburn School District**

**School District 103**

**Marion County, Oregon**

**Woodburn School District**  
**Appendix A**  
**Salary Schedule 2022-2023**

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

Effective July 1, 2022

**2022-2023 Salary Schedule - 195 days**

Step	BA	BA+20	BA+40	BA+60	BA+80/	BA+100/	MA+40	MA+60
					MA	MA+20		
<b>1</b>	47,646	49,696	51,746	53,795	55,845	57,894	59,943	
<b>2</b>	49,696	51,746	53,795	55,845	57,894	59,943	61,994	
<b>3</b>	51,746	53,795	55,845	57,894	59,943	61,994	64,041	
<b>4</b>	53,795	55,845	57,894	59,943	61,994	64,041	66,092	
<b>5</b>	55,845	57,894	59,943	61,994	64,041	66,092	68,141	70,189
<b>6</b>	57,894	59,943	61,994	64,041	66,092	68,141	70,189	72,240
<b>7</b>	59,943	61,994	64,041	66,092	68,141	70,189	72,240	74,289
<b>8</b>	61,994	64,041	66,092	68,141	70,189	72,240	74,289	76,340
<b>9</b>	64,041	66,092	68,141	70,189	72,240	74,289	76,340	78,388
<b>10</b>	66,092	68,141	70,189	72,240	74,289	76,340	78,388	80,438
<b>11</b>		70,189	72,240	74,289	76,340	78,388	80,438	82,488
<b>12</b>			74,289	76,340	78,388	80,438	82,488	84,537
<b>13</b>				78,388	80,438	82,488	84,537	86,585
<b>14</b>					82,488	84,537	86,585	88,635
<b>15</b>					84,537	86,585	88,635	90,685
<b>16</b>						88,635	90,685	92,733

Post Graduate work is listed in quarter hours

Curriculum rate = \$40.31

**Woodburn School District**  
**Appendix A**  
**Salary Schedule 2023-2024**

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

Effective July 1, 2023

**2023-2024 Salary Schedule - 195 days**

Step	BA	BA+20	BA+40	BA+60	BA+80/	BA+100/	MA+40	MA+60
					MA	MA+20		
<b>1</b>	50,028	52,181	54,333	56,485	58,637	60,789	62,940	
<b>2</b>	52,181	54,333	56,485	58,637	60,789	62,940	65,094	
<b>3</b>	54,333	56,485	58,637	60,789	62,940	65,094	67,243	
<b>4</b>	56,485	58,637	60,789	62,940	65,094	67,243	69,397	
<b>5</b>	58,637	60,789	62,940	65,094	67,243	69,397	71,548	73,698
<b>6</b>	60,789	62,940	65,094	67,243	69,397	71,548	73,698	75,852
<b>7</b>	62,940	65,094	67,243	69,397	71,548	73,698	75,852	78,003
<b>8</b>	65,094	67,243	69,397	71,548	73,698	75,852	78,003	80,157
<b>9</b>	67,243	69,397	71,548	73,698	75,852	78,003	80,157	82,307
<b>10</b>	69,397	71,548	73,698	75,852	78,003	80,157	82,307	84,460
<b>11</b>		73,698	75,852	78,003	80,157	82,307	84,460	86,612
<b>12</b>			78,003	80,157	82,307	84,460	86,612	88,764
<b>13</b>				82,307	84,460	86,612	88,764	90,914
<b>14</b>					86,612	88,764	90,914	93,067
<b>15</b>					88,764	90,914	93,067	95,219
<b>16</b>						93,067	95,219	97,370

Post Graduate work is listed in quarter hours

Curriculum rate = \$42.33



**Woodburn School District**  
**Appendix A**  
**Salary Schedule 2024-2025**

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

Effective July 1, 2024

**2024-2025 Salary Schedule - 195 days**

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

Post Graduate work is listed in quarter hours  
Curriculum rate = \$44.45

## ATHLETIC POSITION RANKINGS

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

### High School

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

**Middle School**

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

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

## **EXTENDED SEASON PAY AND ACTIVITY SUPERVISION**

High School athletic coaches listed below who are entered in state or national competition will receive a weekly salary of 5 percent of their extra duty pay upon completion of all league competitions (including district tournaments and league playoffs). Additional coaches may be added only at the discretion of the District Athletic Coordinator, in collaboration with the Head Coach.

### **Teams**

Football – Head Coach plus five Assistants

Boys and Girls Soccer – Head Coach plus two Assistants

Volleyball – Head Coach plus two Assistants

Boys or Girls Cross Country – Head Coach only

Water Polo – Head Coach only

Boys or Girls Basketball – Head Coach plus three Assistants

Girls Softball – Head Coach plus two Assistants

Boys Baseball – Head Coach plus two Assistants

Boys or Girls Golf – Head Coach only

Cheer – Head Coach plus two Assistants

### **Individual Sports**

One to two students qualify for state – Head Coach only

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

Cross Country

Swimming

Wrestling

Golf

Tennis

Track

### **Student Athletic Event and Activity Supervision**

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

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

**APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE**  
**Effective July 1, 2022**

**High School Athletic Category - 2022-2023**

	<b>HS A</b>	<b>HS B</b>
Year 1-5	\$7,281	\$6,279
Year 6 +	\$7,923	\$6,822

**Middle School Athletic Category - 2022-2023**

	<b>MS AA</b>	<b>MS BB</b>
Year 1-5	\$3,270	\$2,416
Year 6 +	\$3,599	\$2,964

**High School Athletic Category - 2023-2024**

	<b>HS A</b>	<b>HS B</b>
Year 1-5	\$7,645	\$6,593
Year 6 +	\$8,319	\$7,163

**Middle School Athletic Category - 2023-2024**

	<b>MS AA</b>	<b>MS BB</b>
Year 1-5	\$3,434	\$2,537
Year 6 +	\$3,779	\$3,112

**High School Athletic Category - 2024-2025**

	<b>HS A</b>	<b>HS B</b>
Year 1-5	\$8,027	\$6,923
Year 6 +	\$8,735	\$7,521

**Middle School Athletic Category - 2024-2025**

	<b>MS AA</b>	<b>MS BB</b>
Year 1-5	\$3,606	\$2,664
Year 6 +	\$3,968	\$3,268

### **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.

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

<b>F</b>	<b>HS/MS</b>	<b>Department Heads</b>
<b>G</b>	<b>MS</b>	<b>Math/Sci Club Advisor, Asst.</b>
<b>G</b>	<b>MS</b>	<b>Music</b>
<b>H</b>	<b>MS</b>	<b>WEB Leaders Advisor</b>
<b>H</b>	<b>ES/MS/HS</b>	<b>Battle of the Books Coord.</b>



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

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

**Academic 2022-23**

	A	B	C	D	E	F	G	H
Year 1-5	\$6,323	\$5,450	\$3,925	\$3,488	\$3,053	\$2,618	\$2,178	\$1,423
Year 6 +	\$6,892	\$5,932	\$4,318	\$3,837	\$3,357	\$2,880	\$2,400	\$1,562

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

**Academic 2023-24**

	A	B	C	D	E	F	G	H
Year 1-5	\$6,639	\$5,723	\$4,121	\$3,662	\$3,206	\$2,749	\$2,287	\$1,494
Year 6 +	\$7,237	\$6,229	\$4,534	\$4,029	\$3,525	\$3,024	\$2,520	\$1,640

**Academic 2024-25**

	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 C - 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:

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

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Remedy or Action Requested:

Is a meeting to discuss this grievance desired? ☐ Yes ☐ No

**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

Is a meeting to discuss this grievance desired?      ☐ Y e s ☐ N o

Date appeal received: \_\_\_\_\_

Disposition by Superintendent:

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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: \_\_\_\_\_

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

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Signature of Grievant

Date

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.