

COLLECTIVE BARGAINING AGREEMENT

between

WOODBURN SCHOOL DISTRICT 103
Marion County, Oregon

and

WOODBURN EDUCATION ASSOCIATION

July 1, 2016 through June 30, 2019

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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 intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for teaching personnel included in the bargaining unit.

WHEREAS the parties have reached certain understandings which they desire to confirm, and

WHEREAS 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.

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 there under, for the term hereof, of all full-time and part time licensed personnel, including Teachers on Special Assignment, employed by the District. All administrative, classified, and supervisory personnel, including, but not limited to, all central office staff, principals, assistant principals, the athletic director and substitutes, 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 question shall be referred to the Employment Relations Board for a determination. For this agreement the terms "Teacher," "employee," and "member" 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 teachers 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 this Agreement and the laws of the State of Oregon.

ARTICLE 2 NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Negotiation of Successor Agreement:

The parties agree that negotiations for a successor agreement shall begin no later than February 15th of the year of the expiration of the agreement.

Regardless of whether the parties have met, it is expressly agreed that the 150 days of bargaining required by ORS 243.712 shall begin on February 15th.

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, 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 public information necessary for its functioning as exclusive bargaining representative. The District may charge the Association for the actual costs of providing the 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 said 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 teacher use in the faculty lounge.

E. Mail Facilities:

The Association shall be given the right to use the school mailboxes and e-mail for communications purposes. Communications shall be labeled as coming from the Association. Use of e-mail shall comply with the District's acceptable use policy. The District shall be responsible for the transportation of all and any District materials between school buildings. The 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 45 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.
3. No Single individual may use more than 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. The parties may mutually agree on president release time in excess of the 45 days.

G. Right to Speak at Meetings:

Upon request, an Association representative shall be allowed to make brief announcements at any faculty or other professional meeting.

H. 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.

ARTICLE 4 MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the school system and its properties and facilities.
2. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees, subject only to the provisions of the law and the specific provisions of this Agreement.
3. The right to contract or subcontract work, including the right to employ distance-learning technology for the purpose of utilizing non-District personnel to provide instruction to District students. This shall not be construed as a waiver of the Association or its right to bargain such subcontracting decision in accordance with ORS 243.698.

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 this Agreement. In the event of a conflict between the aforementioned and the terms of this Agreement, the Agreement shall be controlling.

ARTICLE 5 TEACHER ADMINISTRATION LIAISON

Communication between teachers and the Administration is recognized to be of importance, and to this end, teacher representatives and their building principals are encouraged to meet for at least thirty minutes once per month or as the need arises on issues of mutual concern.

ARTICLE 6 GRIEVANCE PROCEDURES

A. Definitions:

Grievance:

A grievance is a claim by the teacher 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 a teacher 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 a teacher, a group of teachers, or the Association based on the interpretation, application, or alleged violation of established Board policy. Such grievance can be appealed only through Level Three of the grievance procedure provided for herein.

Aggrieved Person:

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

Party in Interest:

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

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise, affecting teachers. 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 a member's personnel file.

C. Procedure:

1. Time Limits:

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

2. Days:

"Days" shall mean any day throughout the calendar year when the District office is open. 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 his/her grievance, or;
- b. He/she chooses 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 himself/herself, or, at his/her 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. By-Passing Level I:

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

7. Form:

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

8. Meetings:

At Levels 1, 2, and 3, upon the request of either the aggrieved party or the District, a meeting shall be held to discuss the grievance.

D. Levels of Grievance: If the issue is not resolved at the lowest level then implement the following:

LEVEL ONE: The aggrieved person(s)/Association shall present the grievance to his or her 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). 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 he or she claims 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 he or she claims has

been violated. From the date of the aggrieved's initial presentation of the grievance, the immediate supervisor shall have 5 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 five 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 five 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 his or her 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 five days of receipt of the Level Two answer or within 15 days of submission at the Level Two step, whichever shall occur sooner, by submission 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 to 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 his/her selection. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings. He/she shall issue his/her decision not 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 his/her 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 advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify, or amend any of the terms of this Agreement or established Board policies. The arbitrator shall have no power to substitute his/her 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 teacher 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 teacher to a plan of professional growth and the commitment of the administrator to provide significant opportunities for that growth to take place. 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 teacher's status with the District.

B. Process:

1. In developing and administering its evaluation system, the District will comply with ORS 342.850, 342.856, the ODE Framework, and the district Evaluation Handbook.
2. Evaluation of teachers shall only be conducted by licensed administrators. Information arising from mentoring, peer assistance, and peer coaching shall not be used for purposes of evaluation.
3. The District and Association agree to create a joint evaluation committee composed of an equal number of members appointed by each party. 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 serving on the committee will be given release time for their work. No change in the Evaluation Policy shall be effective until it has been reviewed and approved by the Board.
4. When an administrator sees an area of performance concern, he/she will provide feedback in accordance with the evaluation handbook.
5. The District shall provide teachers the link to access the current copy of the evaluation handbook and included timeline at the start of each school year or upon hire. If a member requests a hard copy, the district will provide them one.
6. Individual teacher evaluation data shall not be publicly released or reported, unless required by law.

- C. Any grievance filed over this article shall be treated as a policy equity grievance in accordance with Article 6-A.1.b.

ARTICLE 8 JUST CAUSE

A. Just Cause:

No teacher 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.
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.
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 a teacher's personnel file unless the teacher has had the opportunity to review 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 teacher before it is placed in the teacher's personnel file. The teacher's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof. If a teacher refuses to sign such a document, the administrator shall affix his/her signature indicating that the teacher was given the opportunity to sign but refused. The teacher 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 teacher's personnel or working file shall be open for inspection by the teacher but shall be open only to such other persons as are officially designated by the District, teacher, or the legally designated representative of the teacher's estate.
 - 1. A teacher wishing to review the contents of their personnel file shall make a written request to the District Human Resources Department at least one work day in advance.
 - 2. A teacher wishing to review the contents of their working file shall make a written request to their building administrator at least one work day in advance.
- C. The employee shall pay for the cost of any copying requested.
- D. A teacher may request material(s) in his/her personnel file (excluding evaluations and disciplinary materials, in accordance with Oregon Revised Statutes) be removed from his/her file after three (3) years. The request shall be made to the Director of Human Resources. If this request is denied, the teacher 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 official personnel file without the provisions of this Article being followed.

ARTICLE 10 COMPLAINT PROCEDURE

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

- A. The building administrator or Superintendent's designee shall meet with the teacher to apprise the teacher of the nature of the complaint (name of complainant, date of complaint, and any written documentation) within seven (7) working days.
- B. Every attempt will be made to notify the Association when a member-on-member complaint is filed.
- C. The teacher 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.
- D. If the facts of the complaint are in dispute and the matter is not resolved, the teacher shall be notified that an investigation by the Superintendent or his/her designee shall be conducted.
- E. Upon completion of the investigation, the teacher shall be notified of the disposition of the complaint.
- F. 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 he/she believes to be relevant.
- G. 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 VACANCIES AND TRANSFERS

A. Definitions

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

B. Notice of Assignment

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

C. Vacancies

1. Posting of Vacancies: Except as provided in paragraph 3 below, the District shall electronically publish a notice of all licensed bargaining unit openings and all extra-duty position openings as soon as they occur.
2. Application to Fill a Licensed Bargaining Unit Vacancy: Any teacher who wishes to fill a vacancy shall submit an application to the Superintendent or designee within the allotted time for application. Any member who applies for and who meets the minimum qualifications of a licensed bargaining unit position shall be granted an interview.
3. Exceptions: Positions filled by a teacher returning from leave, a temporary teacher, an in-building assignment, or a transfer pursuant to Part E hereof, shall not be considered as a vacancy for the purposes of the above provisions.

D. Voluntary Transfers:

1. For purposes of this Article, a voluntary transfer shall be defined as a transfer that is initiated by the teacher, or initiated by the District and agreed to by the member.
2. Any teacher desiring a transfer for which a vacancy does not already exist shall make his or her request in writing to the Human Resources Director on or before February 1 in order to be considered for the following school year.

3. Applications for transfer must be renewed annually in order to remain valid.
4. The District may transfer a bargaining unit member regardless of whether or not the position is currently posted as a vacancy.
5. This section in no way invalidates any teacher's right to apply for and be considered for vacancies at any time they might occur.
6. The District shall retain the right to select the individual it believes to be most qualified for the position, regardless if the person is employed in the District or not.
7. Any teacher denied a voluntary transfer shall have the right to confer with the Superintendent or designee regarding the denial.

E. Involuntary Transfer:

1. For the purposes of this Article, an involuntary transfer is a transfer that is initiated by the District and not agreed to by the teacher.
2. Criteria for involuntary transfer may include but are not limited to:
 - a. District instructional needs and/or requirements;
 - b. Staff availability, experience and qualifications;
 - c. District experience (seniority);
 - d. Program needs;
 - e. School goals;
 - f. Other considerations as determined by the District.
3. Notice of Possible Transfer
 Before a decision to involuntarily transfer a teacher is finalized, the teacher shall be notified in writing by the Superintendent or his/her designee of the following:
 - a. That an involuntary transfer is being considered;
 - b. The reason(s) for the possible transfer; and
 - c. A suggested time for meeting to discuss the possible transfer if the teacher desires.
4. Meeting
 The teacher shall have the right to meet with the Superintendent or his/her designee to discuss the possible transfer at the time specified in Section E (3) above, or at another mutually agreeable time. The teacher shall have the right to have an Association representative present at the meeting.
5. Notice of Transfer
 After the meeting specified in Section E (4) above has occurred (or after the suggested time for meeting has passed if the teacher fails to respond to the notice of possible transfer), the Superintendent or his/her designee shall provide the teacher with written notification of his or her decision.

F. Moving

1. Any member notified of movement between classrooms or offices after August 15 or at any time during the school year, shall be given eight (8) hours of pay at curriculum rate.
2. The District shall transport the member's school-related materials, as well as any classroom furniture, equipment, books and supplies that are designated by the District to move with the member.

G. Summer School Positions:

1. Summer school teaching positions shall be posted electronically.
2. Any member wishing to be considered for a summer school position shall submit a written application to the Superintendent or designee. Members shall be notified as to whether they are selected for a position.

ARTICLE 12 TEACHING CONDITIONS

A. Telephone Use:

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

B. Reference 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 Board shall provide teacher reference materials in each school in the District and include therein all texts which are reasonably requested by the teachers of the school and are collectively agreed upon by the teacher and/or teams and the building administrator within the funds allocated.

C. Safety:

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or well-being. The District Safety Committee will consist of representatives appointed by the District and the WEA. The District will abide by all local, state and federal workplace health and safety regulations and communicable disease health protocols. A complaint claiming a violation of this section should first be addressed to the District Safety Committee. If the teacher is not satisfied with the result, the complaint will be filed to the proper state agency, and a report made to the School Board. This complaint will not serve as a basis for a claim of violation of this Agreement.

D. Inclement Weather and School Closures:

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

ARTICLE 13 TEACHER WORK YEAR

A. Calendar:

The teacher work year shall not exceed 191 days, including up to 177 classroom days, and a minimum of five (5) holidays, five (5) teacher workdays and four (4) inservice days. The State Instructional Improvement Day shall be designated as a non-contract day. The 5 holidays shall be as follows:

- Labor Day
- Veterans Day
- Thanksgiving Day
- Presidents' Day
- Memorial Day

B. Calendar Review:

The District shall develop a proposed school calendar for the upcoming year and shall, not later than February 1 of each year, provide the Association with a copy of that proposed calendar. The Association shall review the proposed calendar and shall provide feedback to the Superintendent no later than March 1 of each year. Final discretion as to the calendar shall rest with the District as specified by Board policy.

ARTICLE 14 TEACHING HOURS AND TEACHING LOAD

A. Teaching Day:

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

B. Preparation Time:

1. Middle and High School Teachers:

Middle and high school teachers shall be provided an instructional period of not less than 45 minutes per day of uninterrupted, duty-free preparation time. Middle and High School teachers, including specialists, shall also be scheduled additional blocks of not less than 30 minutes to provide a total minimum of 290 minutes per week of preparation time. If the instructional preparation period is shortened to less than 45 minutes, the weekly total must remain at the 290 minute minimum. 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.

2. Elementary Teachers:

Elementary teachers, including specialists, shall be provided a minimum of 290 minutes per week of preparation time, which shall be scheduled as uninterrupted time. Preparation time shall be scheduled in daily blocks of not less than 30 minutes each. 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.

3. Non-Classroom Assigned Members:

Prep time for a non-classroom assigned member may follow different schedules than those whose assignment is in a regular classroom setting. The schedule will be developed jointly with building or District administration. The guarantee would be that an equivalent weekly amount of prep time will be given to the non-classroom assigned member.

4. Loss of Preparation Period:

Teachers who serve as a substitute for another teacher's class or are required to supervise students and non-special education teachers attending required meetings (excluding field trips and professional development), during their regularly scheduled preparation time shall receive their per diem rate for the time involved. Teachers required to attend meetings during their scheduled preparation time shall receive their per diem rate for the time

involved, with the exception of Special Education Teachers attending special education meetings covered under the special education stipend (Article 22, Section D). The above-specified amount will be increased in accordance with the provisions of Appendix A in the second and any subsequent years of this Agreement.

5. General Duty Time:

All time within the teacher work day not specifically designated as preparation time, and excepting 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, and other activities as determined by the District.

6. Early Release:

Teachers shall be allowed to leave school 15 minutes after the end of the instructional day on Fridays and on the last working day before Thanksgiving and Christmas.

C. Class Size/Workload:

All teacher and Association concerns regarding class size and workload will be resolved as a policy grievance pursuant to Article 6(A)(1)(b). Class size issues shall also be a subject for discussion at Superintendent-Association liaison committee meetings.

ARTICLE 15 INITIATING DISTRICT PROGRAMS

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 teachers shall be given an opportunity to provide input into the proposal before its adoption.
- 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.

ARTICLE 16 SUBSTITUTES

Teachers 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. Teacher 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 teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, sexual orientation, gender self-identification, disability or age. An alleged violation of this article may not form the basis of a grievance or unfair labor practice complaint.

ARTICLE 18 REDUCTION IN STAFF AND RECALL

A. Layoff:

If the Superintendent is to recommend the layoff of teachers to the Board, the Association will have not less than two 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 teacher who is competent and licensed/endorsed to teach an assignment filled by a less senior teacher, and who meets the qualifications established for the position occupied by the less senior teacher, 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 teacher's most recent first day of actual service as a teacher 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 or more employees 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 employee no later than December 1st of each year. Any teacher who is to be laid off will be so 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 teacher is qualified, the recall procedure outlined below shall be followed:

1. At the time of layoff, the District shall provide laid-off teachers the opportunity to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify teachers who have expressed the desire to return to the District of the recall by mail, sent to the last address given by the teacher to the District. Those teachers 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. A teacher who is on the recall list shall have seven calendar days from

the date of receipt of notice of recall to notify the District in writing of his or her intent to be considered for the open teacher position with the acknowledgment that upon acceptance by the District said teacher will report for duty as a full-time certified staff person in such position within 20 days from the date said notice was received. However, if the teacher was not receiving unemployment insurance benefits and if he/she can show that he/she was serving in a regular (not temporary) contracted position for another Oregon school district, he/she shall, upon timely written request, be granted an additional 45 days within which to report to work if the employing district has refused a request for release from contract. Failure of the teacher to respond within the time provided herein, or a second refusal of a recall offer to a position within the teacher's area of licensure, shall constitute a waiver of the teacher's right to be recalled and shall terminate such teacher's right to further recall consideration.

C. Miscellaneous:

1. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and accrued years of seniority, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher 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.
2. If the District is in a reduction-in-force (RIF) mode, as defined in Article 21, Section G 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:

Each teacher shall receive 10 days sick leave at full pay during each school year. Teachers who serve under contract for a fraction of the school year shall receive sick pay on a pro-rata basis.

Sick leave not taken shall accumulate and may be used at a future time.

At the time of original employment or subsequent reemployment by the District, teachers 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 75 days. Transfer of sick leave from another Oregon district shall not be effective until the teacher has completed 30 working days in this District.

The employee's sick leave balance shall be available upon request.

The annual 10 days sick leave shall be added to the teacher'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 his or her final paycheck.

Sick leave may be used for the injury or illness of the employee or to care for his/her child, by adoption or birth, who resides in the employee's household. Sick leave may also be used for any reason set forth in state or federal law.

B. Jury Duty Leave:

Any teacher in the District, regardless of his/her place of residence, who serves on jury duty or as a witness testifying under subpoena, provided he/she is not a party in interest, shall receive full pay while on jury duty or service as such witness. Fees received by the teacher for jury duty or witness fees shall be forwarded to the District business office; however, the teacher may retain mileage fees. Each teacher shall promptly notify the Superintendent's office upon receipt of notice of jury duty or subpoena.

C. Professional Leave:

Teachers shall participate in and attend out-of-District visitations on approval of the Superintendent. The District shall provide and/or reimburse approved costs incurred by teachers participating in professional onsite visitations and/or conferences. When district transportation for approved travel is not available, teachers 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 him/her under Workers' Compensation and be granted a leave of absence without any charge against employee's sick time.
2. Employee may make claim for sick time, but the same shall be reduced by the sums paid employee by Workers' Compensation.

E. Personal Leave:

Teachers will be granted three days of personal leave per year. This leave may be used as desired by the teacher and shall be non-accumulative. Half-days may be used. With the approval of the administrator, time taken which does not interfere with instruction may be made up with trade time rather than charged as Personal Leave. The Principal is to be notified of such absence as soon as possible, except in cases of emergency, two days in advance. 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.

At the end of the school year, each employee shall be paid, in addition to his/her other pay, an amount equal to the daily pay for substitute teachers for each of the three days not used during the year.

Teachers who work less than full time shall receive time off and the year-end cash on a pro-rated basis based upon the relationship their regular work schedule bears to that of a full-time employee.

F. Bereavement Leave:

Teachers will be granted two 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 for two years for a total of four days. Bereavement leave will be allowed for 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:

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

H. Sick Leave Bank:

1. Sick Leave Bank Committee
 - a. The Committee shall be composed of three (3) Association members.
 - b. The Committee shall award or deny any Association member's

request for leave from the bank. The decision of the committee shall not be subject to the grievance process.

2. Donation to SLB

- a. To become enrolled in the SLB, prior to October 1, association members will have the option to donate a minimum of one full day, in half or full day increments, up to a maximum of three full days within one school year.
- b. Association members may donate additional sick leave days, up to the maximum, at their discretion.
- c. 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 donations are necessary.
 - ii. Members will not be required to re-donate more than one (1) time per calendar year.
- d. 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 current SLB members.

3. Withdrawal from SLB

- a. SLB can only be used if Association member has exhausted all available types of paid leave.
- b. Members must request leave in half or full day increments, up to a maximum of twenty (20) days.
- c. If a member is terminated or leaves the district during or after a contract year, donated hours will not be returned to the member.

4. Qualifications to apply for SLB

- a. Association member has provided proof of a personal or immediate family (spouse or child) member's serious physical health care condition for a medical provider.
- b. To qualify for leave from SLB, association member must have been employed for a minimum of ninety (90) days.
- c. Association members employed on a temporary contract, hired before October 1 and with a contract length of at least 135 days shall be eligible.
- d. Association member initiates contact with the Committee.
- e. Association member completes and returns the application.
- f. Application is reviewed by the Committee.
- g. Association member will receive written notification of the Committee's decision within ten (10) working days of receipt of application.
- h. Upon approval Business Office will make appropriate adjustments to the Association member'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 teachers. Such leave must be requested not less than 30 days prior to the teacher'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 30 days prior notice. The leave shall continue through the end of the school year in which the leave commenced, or as otherwise mutually agreed between the teacher and the District. If the teacher 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 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 his/her professional responsibilities; provided said teacher states his/her 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, a teacher shall be placed in the same position on the salary schedule as if he/she had taught in the District during that period. In no case shall more than two teachers be granted such leave in any one academic year. No probationary teacher shall be granted such leave.

C. Professional Study:

Upon application, a leave of absence of not more than one year shall be granted, at the discretion of the Superintendent, to not more than three teachers for the purpose of studying at an accredited college or university in a course of studies directly related to the teacher's professional responsibilities. These teachers shall agree to return to the District and teach not less than two years each for the District. Upon return from such leave, the teacher(s) shall be placed at an appropriate place on the salary schedule as befits his/her training and experience. The year's leave shall be counted as experience. No such leave shall be granted to a probationary teacher.

D. Military:

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

E. Return From Leave:

1. All benefits to which a teacher 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. A teacher must return from the leave directly to employment in the District.
3. All the above benefits will be reduced to writing, signed by the teacher, and placed in the teacher'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 teachers 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 as defined by the Federal No Child Left Behind Act for the teacher'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 teacher's assignment or future assignment.
- B. All teachers shall be eligible to request reimbursement of tuition other than those in Section A as listed below:
 - 1. For courses that increase the teacher's knowledge in the subject area(s) of his/her current assignment.
 - 2. For courses that increase the teacher's knowledge and skill in the English, Spanish, and/or Russian language.
 - 3. For courses that increase the teacher's knowledge and skill in language acquisition.
 - 4. For courses that are part of a planned educational administration program when the teacher has been recommended for the program by a District administrator.

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 teachers 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.

- C. The District shall pay the full cost for those courses, seminars, inservice training sessions, or other such sessions in which the teacher 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.
- D. For any and all reimbursement, the teacher 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. Teachers 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 Human Resources Office no later than October 31.

- E. The District's maximum expenditure for tuition reimbursement under Section 8, with the exception of Section C above, shall be limited to \$120,000 in any one contract year. The District and Association shall collaborate on procedures and rules governing the disbursement of funds under this section.

F. Workshops:

The District will pay up to \$500 per teacher per year for any non-mandated workshops, seminars, conferences, in-service training, or other sessions a teacher may attend that the principal agrees are relevant to assignment and which will benefit the teacher in his/her profession. The cost of any necessary substitute shall be deducted from the amount set forth in this section.

G. Reduction in Force:

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 became 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 or more buildings and/or in two 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 2016-2017 salary schedule shall be the 2015-2016 salary schedule increased two and a half percent (2.5%). For 2017-2018, the salary schedule shall be the 2016-2017 salary schedule increased by three percent (3%). For 2018-2019, the salary schedule shall be the 2017-2018 salary schedule increased by three and a half percent (3.5%). The District shall continue to "pick up", or pay, the employee's 6% retirement contribution. If the employee's percentage is changed by law, the parties will meet to negotiate this section.

B. Additional Duty Schedule:

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

C. Extended Contracts:

1. Teachers 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. Teachers performing teaching or other work assignments in the 21st Century After School Program will be paid at the curriculum rate.
3. Teachers 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, teachers 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. Teachers 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. Teacher 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 a teacher is willing to serve on a Site Council in his/her building, this service is not subject to compensatory time because it is voluntary. Members who attend at least eighty percent (80%) of the scheduled meetings shall receive an annual \$200 honorarium for their service.

D. Extended Contracts: Special Education:

All special education teachers, which shall include all teachers assigned to any position that requires a special education endorsement, shall receive \$2,500 per annum, in lieu of compensatory time for special education-related activities that are outside regular working hours (IEP staffings, etc.) and for up to 20 hours of District scheduled mandatory staff development time that is not within the regularly scheduled work day and is without any other additional pay or benefit. All special education teachers shall also be eligible for compensatory time for attending open houses and such other activities that are required of all teachers in the building to which the teacher is assigned as provided in Section C(3) of this Article.

All speech/language pathologists shall receive a stipend of \$4000 per school year.

All school psychologists shall receive a stipend of \$4000 per school year.

E. ESOL & Language Stipends:

1. Once eligible, members will receive the stipend on an annual basis.
2. Teachers applying for the ESOL stipend or the Language stipend must show proficiency in written and spoken English by receiving an advanced level score in speaking and writing on an English Proficiency test approved by the Association and District, and satisfy one of the criteria set forth below to be eligible for the annual stipend(s).
3. ESOL Stipend:
Teachers who satisfy the above English Proficiency criteria and one of the criteria set forth below shall be eligible for an annual stipend of \$900.
 - a. Oregon ESOL Endorsement; or
 - b. Verification of completion of a university or District approved ESOL program
4. Language Stipend:
Teachers applying for the Language Stipend who satisfy the above English Proficiency criteria and one of the criteria set forth below shall be eligible for an annual stipend of \$900.
 - a. Passing the Spanish ORELA exam; or
 - b. Scoring at the Advanced level on the ACTFL oral and written assessment in Spanish or Russian; or
 - c. Hold a Spanish or Russia Language endorsement on their license
5. Teachers can qualify for one or both of these stipends, for totals of \$900 for one or \$1800 for both.
6. If the date of qualification for the stipend is after the beginning of the employee's contract year, or if the employee does not complete the entire contract year, the stipend will be prorated based upon the total days worked with the qualification/endorsement. The annual stipend will be paid to the teacher in December. However, if they earned a prorated stipend after

December 10th, it will be paid to them on the next available pay period.

F. Credit for Prior Experience:

1. Licensed teachers new to the District shall be granted a year of experience credit for each prior year of licensed teaching experience, or relevant experience as determined by the District.
2. For every two (2) full years, to a maximum of ten (10) years of non-certified military, Peace Corps, or teacher corps, newly employed teachers shall receive one (1) year of experience credit on initial salary schedule placement.
3. A teacher must have served a minimum of 135 days in a particular academic year and for a single employer in order to have that year counted as a year of teaching experience.

G. Credit for In-District Service:

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

H. Pay Dates:

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

I. Educational Advancement:

A teacher who completes coursework which qualifies him/her 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.

ARTICLE 23 INSURANCE

A. District Contribution:

The District's contribution for employee insurance benefits shall not exceed \$1,193 per employee per month, effective October 1, 2016. Effective October 1, 2017, the District's contribution for employee insurance benefits shall not exceed \$1,243 per employee per month. Effective October 1, 2018, the District's contribution for employee insurance benefits shall not exceed \$1,293 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 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 he/she is 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 teachers who are scheduled to work more than 20 hours per week but less than full-time. The District's contribution shall be prorated based on the ratio of the teacher's scheduled work week to the normal full-time work week.

D. Domestic Partners:

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

E. Pooling of Insurance Premiums:

If after the annual open enrollment period some employees are enrolled in a grouping of medical and dental plans and 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 members.

Distribution of pooled amounts will occur immediately after the open enrollment

period ends. Teachers may opt-out of district insurance at any time provided the district receives a certificate of insurance coverage from the employees' other insurance carrier. All opt-out monies will automatically be pooled but only disbursed immediately after open enrollment period. Married couples or domestic partners who both work for the district can choose to have their spouse opt out of coverage and have their monies applied towards the out-of-pocket for the other spouse. If there are any unused monies after that, it will be applied to the insurance pool.

Teachers selecting a high-deductible plan (OEBB Plan 9) 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 \$200 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 following District insurance plans after he/she retires at his/her own expense.

ARTICLE 24 DUES AND PAYROLL DEDUCTIONS

A. Dues Authorization:

Any teacher who is a member of the Association or who has applied for membership, may sign and deliver personally or through the Association to the Superintendent, an assignment authorizing deduction of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. 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 teachers who join the Association after the commencement of the school year shall be appropriately prorated so that payments will be completed by the following July.

B. Fair Share Agreement:

To assure that employees covered by this Agreement are adequately represented by the bargaining agent, the District shall deduct an amount each month from the pay of each employee who is not a member of the Association as a Fair Share fee. The Fair Share amount shall be the annual dues charged by the official bargaining agent and its affiliates. It is the intent of the parties that this clause be administered so as to comply with applicable statutes.

An employee who has not requested payroll deduction of Association dues under this Agreement and who has not certified to the District that he/she has paid dues directly to the Association shall be subject to the provisions of this Article. Such request for payroll deduction or certification of District payment of dues shall be made by the tenth day of the month prior to the month in which the deduction is to be made.

C. Remittance to Association:

A list of the employees who have authorized payroll deduction for Association dues shall be sent to the Association, together with the remittance due to the United Teaching Profession (i.e., local, OEA/NEA), within five days after the monthly salary check has been received by the employees of the District. The Association agrees to furnish the Superintendent any information needed to fulfill the provisions of this Article, not otherwise readily available to the District.

D. Other Deductions:

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

E. 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 a 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 YEAR-ROUND EDUCATION

If and when an alternate student attendance calendar (such as, but not limited to; multi- track YRE, single track YRE, modified YRE, or split shifting) is reinstated in any grades K-12, then both parties agree that this article will be subject to re-negotiation. In addition, the subject of additional workdays for packing and moving at the end of each session will be negotiated.

A. Calendar:

1. Holidays - Five (5) holidays- Labor Day; Veterans' Day; Thanksgiving Day; Presidents' Day; and Memorial Day.
2. Parent Conferencing Days -There shall be two (2) days scheduled for school conferences. Conference days shall be scheduled on a building-by-building basis by the District and may include evening hours, but shall be contiguous, excluding weekends and holidays, to the teacher's other assigned workdays.
3. Grades - One (1) day shall be allocated for each grading period for all teachers who are required to do progress reports or to assign grades to students.
4. Staff/Curriculum Development - All days within the one hundred ninety-one (191) day contract that are not devoted to other activities shall be devoted to staff and curriculum development activities. Each teacher will be consulted before his/her in-service/staff development days are scheduled in a concerted effort to respond to the teacher's interests and needs. In-service/staff development days shall be scheduled contiguous, excluding holidays, and weekends, to other scheduled workdays unless the individuals involved have voluntarily agreed to the scheduling in question.

- B. Extended Contracts: The rates specified in Article 22, C2, of the Agreement shall also apply to teachers who agree to serve as substitutes on days that are not within their assigned work year.

When other considerations are equal, an available teacher will always be retained for substitute work before other persons from the substitute list are retained.

- C. Pay Dates: YRE staff shall have the option of selecting the existing September through August pay cycle or an August-through-July pay cycle wherein the first monthly pay is provided on the last working day in August. Newly hired teachers who are in an YRE assignment, and who do not have other medical insurance coverage for the month of September, shall be allowed to enroll in the District's insurance plan and shall receive the same District contribution towards the cost of insurance as is provided for other teachers.

However, if it is not possible for such teachers to be enrolled in the District

provided insurance plan without also enrolling, those newly hired teachers who do have other insurance coverage, the District shall reimburse such teacher's out-of-pocket cost for insurance, to a maximum as specified in Article 18.

D. Annual Consultation:

So long as YRE remains in effect, the District and the Association will, in accordance with past practice, consult and review YRE issues in an attempt to resolve problems as they arise.

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 WEA, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

B. Savings Clause:

Nothing contained herein shall be construed to deny or restrict to the District or 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. 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 teacher work year (excluding insurance) of this contract for bargaining pursuant to the state mid-term bargaining law. 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

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. 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. The committee may take no action that is contrary to this Agreement without authorization from both the Board and the Association. The committee is not intended as a grievance or appeals committee for actions under the contract, nor a forum for individual grievances. The committee is not intended to replace building liaison committees nor replace the process of addressing issues at the lowest level.

ARTICLE 29 SMALL SCHOOLS

All changes in working conditions and practice in regard to the environment of the small schools concept at Woodburn High School shall conform to the terms and conditions of the collective bargaining agreement and District policy.

If it becomes necessary for the collective bargaining agreement to be changed to accommodate the small schools environment, then the following procedure shall apply:

- A. The modification to the collective bargaining agreement shall be voted upon by the Association members impacted by the change in working conditions.
- B. The election shall be conducted by an association representative. An 85% affirmative vote will be required to change a working condition for the affected employees.
- C. The vote tally and the proposed change shall be brought to the Association Executive Board with recommendation to "approve."
- D. The Association Executive Board will forward its approval recommendation to the Representative Council and the Woodburn School District Board of Directors.

The waiver of the collective bargaining agreement is valid for one year, and does not set precedence upon any other group covered by the collective bargaining agreement.

ARTICLE 30 DURATION

The effective date of this Agreement shall be July 1, 2016 except as specified in Article 23, and this Agreement shall continue in effect through June 30, 2019. If a new Agreement is not entered into by the parties prior to June 30, 2016, established policy grievances and other complaints of the Association and its members thereafter arising shall be processed in accordance with Article 6 of the Agreement until such time as a new Agreement has been executed.

Woodburn Education Association:

Cherene C. Mills 8/11/16

Cherene Mills, President

School District 103, Marion County, Oregon:

Linda Kay Reeves 8/11/16

Linda K. Reeves Board Chairperson

Woodburn School District

APPENDIX A – SALARY SCHEDULE 2016-2017

Effective July 1, 2016

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	\$36,878	\$38,464	\$40,050	\$41,636	\$43,222	\$44,808	\$46,394	
2	\$38,464	\$40,050	\$41,636	\$43,222	\$44,808	\$46,394	\$47,980	
3	\$40,050	\$41,636	\$43,222	\$44,808	\$46,394	\$47,980	\$49,566	
4	\$41,636	\$43,222	\$44,808	\$46,394	\$47,980	\$49,566	\$51,152	
5	\$43,222	\$44,808	\$46,394	\$47,980	\$49,566	\$51,152	\$52,738	\$54,324
6	\$44,808	\$46,394	\$47,980	\$49,566	\$51,152	\$52,738	\$54,324	\$55,910
7	\$46,394	\$47,980	\$49,566	\$51,152	\$52,738	\$54,324	\$55,910	\$57,496
8	\$47,980	\$49,566	\$51,152	\$52,738	\$54,324	\$55,910	\$57,496	\$59,082
9	\$49,566	\$51,152	\$52,738	\$54,324	\$55,910	\$57,496	\$59,082	\$60,668
10	\$51,152	\$52,738	\$54,324	\$55,910	\$57,496	\$59,082	\$60,668	\$62,254
11		\$54,324	\$55,910	\$57,496	\$59,082	\$60,668	\$62,254	\$63,840
12			\$57,496	\$59,082	\$60,668	\$62,254	\$63,840	\$65,426
13				\$60,668	\$62,254	\$63,840	\$65,426	\$67,012
14					\$63,840	\$65,426	\$67,012	\$68,598
15					\$65,426	\$67,012	\$68,598	\$70,184
16						\$68,598	\$70,184	\$71,770

Post Graduate work is listed in quarter hours

Curriculum rate = \$31.20

Woodburn School District

APPENDIX A – SALARY SCHEDULE 2017-2018

Effective July 1, 2016

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	\$37,985	\$39,619	\$41,253	\$42,887	\$44,521	\$46,155	\$47,789	
2	\$39,619	\$41,253	\$42,887	\$44,521	\$46,155	\$47,789	\$49,423	
3	\$41,253	\$42,887	\$44,521	\$46,155	\$47,789	\$49,423	\$51,057	
4	\$42,887	\$44,521	\$46,155	\$47,789	\$49,423	\$51,057	\$52,691	
5	\$44,521	\$46,155	\$47,789	\$49,423	\$51,057	\$52,691	\$54,325	\$55,959
6	\$46,155	\$47,789	\$49,423	\$51,057	\$52,691	\$54,325	\$55,959	\$57,593
7	\$47,789	\$49,423	\$51,057	\$52,691	\$54,325	\$55,959	\$57,593	\$59,227
8	\$49,423	\$51,057	\$52,691	\$54,325	\$55,959	\$57,593	\$59,227	\$60,861
9	\$51,057	\$52,691	\$54,325	\$55,959	\$57,593	\$59,227	\$60,861	\$62,495
10	\$52,691	\$54,325	\$55,959	\$57,593	\$59,227	\$60,861	\$62,495	\$64,129
11		\$55,959	\$57,593	\$59,227	\$60,861	\$62,495	\$64,129	\$65,763
12			\$59,227	\$60,861	\$62,495	\$64,129	\$65,763	\$67,397
13				\$62,495	\$64,129	\$65,763	\$67,397	\$69,031
14					\$65,763	\$67,397	\$69,031	\$70,665
15					\$67,397	\$69,031	\$70,665	\$72,299
16						\$70,665	\$72,299	\$73,933

Post Graduate work is listed in quarter hours

Curriculum rate= \$32.14

Woodburn School District

APPENDIX A – SALARY SCHEDULE 2018-2019

Effective July 1, 2018

Step	BA	BA+20	BA+40	BA+60	BA+80/ MA	BA+100/ MA+20	MA+40	MA+60
1	39,314	41,005	42,696	44,387	46,078	47,769	49,460	
2	41,005	42,696	44,387	46,078	47,769	49,460	51,151	
3	42,696	44,387	46,078	47,769	49,460	51,151	52,842	
4	44,387	46,078	47,769	49,460	51,151	52,842	54,533	
5	46,078	47,769	49,460	51,151	52,842	54,533	56,224	57,915
6	47,769	49,460	51,151	52,842	54,533	56,224	57,915	59,606
7	49,460	51,151	52,842	54,533	56,224	57,915	59,606	61,297
8	51,151	52,842	54,533	56,224	57,915	59,606	61,297	62,988
9	52,842	54,533	56,224	57,915	59,606	61,297	62,988	64,679
10	54,533	56,224	57,915	59,606	61,297	62,988	64,679	66,370
11		57,915	59,606	61,297	62,988	64,679	66,370	68,061
12			61,297	62,988	64,679	66,370	68,061	69,752
13			62,988	64,679	66,370	68,061	69,752	71,443
14				66,370	68,061	69,752	71,443	73,134
15				68,061	69,752	71,443	73,134	74,825
16						73,134	74,825	76,516

Post Graduate work is listed in quarter hours

Curriculum rate= \$33.26

APPENDIX B - ATHLETIC EXTRA DUTY SCHEDULE

(Effective July 1, 2016)

HS CATEGORY

Athletic 16/17

	<u>HS A</u>	<u>HS B</u>	<u>HS C</u>	<u>HS D</u>	<u>HS E</u>	<u>HS F</u>
Year 1-5	\$5,635.45	\$4,859.53	\$3,510.63	\$3,104.73	\$2,362.63	\$2,026.43
Year 6+	\$6,131.55	\$5,278.75	\$3,843.75	\$3,634.65	\$2,898.70	\$2,452.83

MS CATEGORY

Athletic 16/17

	<u>MS AA</u>	<u>MS BB</u>
Year 1-5	\$2,530.73	\$1,869.60
Year 6+	\$2,784.93	\$2,294.98

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.

ATHLETIC POSITION RANKINGS

High School

Category A

Basketball (Boys & Girls), Head
Football, Head
Soccer (Boys & Girls), Head
Track (Boys & Girls), Head
Volleyball, Head
Wrestling, Head

Category B

Baseball, Head
Hi-Liners, Head
Softball, Head
Swimming, Head

Category C

Basketball (Boys & Girls), Assistant
Cross Country, Head
Football, Assistant
Soccer (Boys & Girls), Assistant
Tennis (Boys & Girls), Head
Track, Assistant
Volleyball, Assistant
Water Polo, Head
Wrestling, Assistant

Category D

Baseball, Assistant
Golf, Head
Hi-Liners, Assistant
Rally, Head (per season)
Softball, Assistant
Swimming, Assistant

Category E

Cross Country, Assistant
Rally, Assistant (per season)
Tennis, Assistant

Category F

Golf, Assistant

Middle School

Category AA

7th & 8th Grade Football, Head
7th & 8th Grade Soccer, Head
7th & 8th Grade Volleyball, Head
Cross Country, Head
7th & 8th Grade Basketball (Girls & Boys),
Wrestling, Head
Baseball, Head
Softball, Head
7th & 8th Track, Head

Category BB

7th & 8th Grade Football, Assistant
Cross Country, Assistant
Wrestling, Assistant
Track, Assistant

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 Director, in collaboration with the Head Coach.

Teams

Football - Head Coach plus five Assistants
Boys or Girls Soccer- Head Coach plus two Assistants
Volleyball - Head Coach plus two
Assistants Boys or Girls Cross Country-
Head Coach Water Polo - Head Coach
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

Individual Sports

One to two students qualify for state- Head Coach only
Three or more students qualify for state - Head Coach and 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 \$15.00 per hour. Employees will be paid at a rate of \$25.00 per hour for event management.

ACTIVITY/ACADEMIC EXTRA DUTY SCHEDULE
(Effective July 1, 2016)

Academic 16/17	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Year 1 -5	\$4,893.35	\$4,218.90	\$3,038.10	\$2,699.85	\$2,362.63	\$2,026.43	\$1,686.13	\$1,101.88
Year 6+	\$5,334.10	\$4,590.98	\$3,341.50	\$2,969.43	\$2,599.40	\$2,229.38	\$1,857.30	\$1,209.50

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.

ACTIVITY/ACADEMIC POSTION RANKINGS

<u>Category</u>	<u>Level</u>	<u>Activity</u>
A	HS	FFA
A	HS	DECA
B		(No Current Position)
C	HS	Band
C	HS	Mariachi Band
C	HS	May Day
C	HS	Vocal
C	HS	Concessions Coordinator
D	E	Elementary Extended Day Choir
E	MS	Math/Science Club Advisor, Head
E	HS	Forensics, Head
F	HS	Drama (per play, up to 3 per year)
F	HS	National Honor Society
F	MS	Annual/Yearbook Advisor
F	HS	Forensics, Assistant
G	MS	Math/Science Club Advisor, Assistant
H	HS	Link Crew Advisor
H	MS	WEB Leaders Advisor
H	E/MS/HS	Battle of the Books Coordinator
H	MS	Music

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: _____

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

Remedy or Action Requested: _____

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

1

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

☐ Yes ☐ No

Date appeal received: _____

Disposition by Superintendent:

Signature of Superintendent
Date

Date of receipt of Superintendent's answer: _____

Grievance settled on the basis of Superintendent's answer: ☐ Yes ☐ No

LEVELTHREE-SCHOOLBOARD

Grievant's reason for appeal to Level Three Board: _____

A meeting to discuss this grievance is desired: ☐ Yes ☐ No

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.