



JULY 1, 2022
thru
JUNE 30, 2024

**Collective
Bargaining
Agreement**

between

**West Linn-
Wilsonville
Education
Association**

and

**West Linn-
Wilsonville School
District**

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PREAMBLE

- A. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, we enter into this agreement committed to maintaining and strengthening our collaborative partnership based on mutual respect and trust that is deeper than the leadership and which will continue beyond the tenure of those currently in leadership positions in our respective organizations.
- B. Affirmation that all students & staff, including Latinx, BIPOC, and LGBTQIA+ are safe and welcome within our community, and free from any discrimination based on actual or perceived race, gender, gender identity, sexual orientation, disability, or national origin, and as such a culture of trust, equity, diversity, and inclusion in all areas of the West Linn Wilsonville School District shall be promoted.
- C. This Agreement is entered into between the Board of Education on behalf of the West Linn- Wilsonville School District No. 3J. (herein referred to as the "District") West Linn- Wilsonville Education Association (herein referred to as the Association), an affiliate of the Oregon Education Association and the National Education Association.
- D. The purpose of this Agreement and the intent of the parties is to set forth the agreement between the parties concerning employment relations under the statutory provisions for employees in the collective bargaining unit.

ARTICLE 1

RECOGNITION

- A. The District recognizes the Association as the sole and exclusive bargaining representative on wages, hours, and conditions of employment for all licensed personnel, including temporary personnel, and school nurse, under contract or on leave, employed by the District. For purposes of this Article, temporary personnel are defined as individuals who teach or are scheduled to teach at least sixty (60) consecutive school days. Supervisors, confidential employees, and substitutes are specifically excluded from the bargaining unit.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by the Association.
- C. The District shall provide ten (10) copies of this Agreement to each school and twenty (20) additional copies for the Association at no cost to the Association. The bargaining agreement shall be posted on the district website. The copies shall be delivered as expeditiously as possible.
- D. The District agrees to inform new educators that the Association is the exclusive collective bargaining representative for all employees in the unit described in Section A. above.
- E. The Association agrees to accept the responsibility for informing educators of their rights, obligations, responsibilities, and entitlements under the negotiated contract.
- F. The District agrees to keep the Association informed of new licensed employees hired during the school year.

ARTICLE 2

NONDISCRIMINATION

- A. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any educator covered by this Agreement because of age, race, religion, sex, sexual orientation, national origin, membership, or non-membership in the Association.
- B. The parties agree that this provision is subject to the Grievance Procedure under the condition that no other discrimination claim, suit, or charge is filed with any State or Federal agency or Court: provided further that if any such claim, suit, or charge is filed subsequent to the filing of a grievance, the grievance shall be immediately withdrawn and considered null and void regardless of its stage in the Grievance Procedure.
- C. There will be no reprisals against any individual or group of individuals because of their attempts to enforce this Agreement. In any claim brought under this section, the burden of proof shall rest with the claimant(s).
- D. Processes and procedures to report staff complaints in situations of bias or discrimination will be available and updated on the district website.

ARTICLE 3

ASSOCIATION RIGHTS

A. Public Information

1. The District shall furnish the Association with all public non-confidential information (as defined in the Public Records Law) that it requests.
2. The Association shall reimburse the District reasonable costs incurred in the development and delivery of public information.

B. School Facilities and Equipment

1. School facilities may be used for Association meetings at reasonable times approved by the District, provided that such meetings shall not interfere with the normal school operations. All Association meetings shall be scheduled through the office of the building principal. The Association shall reimburse the District for all costs associated with such use, including custodial overtime.
2. The Association shall be allowed to use the inter-school distribution facilities and teacher boxes for distribution of its communications.
3. The Association shall have the right to use the school equipment for Association business at reasonable times, when not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
4. Use of facilities and equipment outlined in this Article shall be restricted to West Linn-Wilsonville educators.

C. Release Time

Whenever an educator is needed to participate during working hours in a grievance procedure, member meetings that pertain to personnel matters, or negotiations, there shall be no loss of pay or leave. Activities related to negotiations and/or contract administration may be conducted during the workday as long as such activities do not conflict with student contact responsibilities.

D. Association Leave

1. The District agrees to release the Association President for the equivalent of up to one-half teaching time on a schedule that is mutually agreeable to the District and the Association. The Association President shall receive full-time salary and benefits from the District; however, the Association shall reimburse a rate of 25% of the President's full-time salary, only. Specific details concerning this release time, including schedule and other conditions, shall be annually agreed to in a separate President's Release Agreement. At the conclusion of a period of release time, the Association President shall have the right of reinstatement to the same position and work location held prior to the commencement of the Association leave, or if not feasible a substantially similar position without loss of seniority.

2. Thirty (30) days of leave each year will be provided for Association or OEA/NEA business with no loss of pay to the involved educators. The cost of substitutes, if hired, plus all fixed charges, will be paid by the Association. In the event that educators on leave for Association business are engaged in activities for which public funds may not be expended, the full cost of salary and benefits must be borne by the Association. Additional release time for the purpose of negotiations or administering this Contract may be granted the Association president at the discretion of the Superintendent.
3. Notification of Association leave by the Association President or Association representatives shall be given to the Director of Human Resources and appropriate Building Administrator in writing by the Association President. Substitute or class coverage shall be arranged in advance when applicable.

E. Staff Meetings

1. Upon request, an Association representative shall be allowed to make brief announcements at the conclusion of any staff or other professional meetings, unless an earlier time is mutually agreeable.
2. The representative may request the principal place items on the staff meeting agenda.

F. Bulletin Boards

1. The Association shall have, in each school building, the exclusive use of bulletin board space. The location of such bulletin board(s) shall not change from the current location(s) unless mutually agreed upon between the Association and the building principal. These bulletin board(s) may be used for posting of Association communications, so long as such communications are labeled as Association materials.

G. School Board

1. The District shall place on the Board agenda any item brought to the District by the Association's President in accordance with the current District practice.
2. The Board agenda and packet are available electronically for all members to access.

H. In-Service

1. Fall in-service shall include sufficient time for contract education presented jointly by the District and the Association.
2. All contractual, District-wide, in-service-day programs for educators shall be developed with recommendations from a joint committee composed of equal numbers of teachers appointed by the Association and other members appointed by the District. Building level in-service programs shall be developed from input from the building staff. Final decisions regarding in-service programs will be made by the District.

I. New Hire Orientation

1. The District will provide the Association a minimum of 30 minutes to present information about association membership at each new hire orientation scheduled at the start and during the school year for bargaining unit employees.

ARTICLE 4
EDUCATOR RIGHTS

A. Student Grades

1. Educators shall have the right to evaluate students and determine grades based on the District established grading scale and definitions. No student grade or evaluation will be changed without the approval of the educator or utilization of the appeals process set forth in sections 2. and 3. below. All requests to change grades will be presented to the educator, to the principal, or to the principal's designee. Parents will be encouraged to meet directly with the educator.
2. The complainant may appeal the grade to the principal. The appeal will be heard by the principal or the principal's designee. If a decision is made to change the grade, the educator will be provided written reasons justifying the change. The educator's grade will be recorded in the educator's grade book and retained there.
3. The decision of the principal or the principal's designee may be appealed to the Superintendent. The appeal will be heard by the Superintendent or the Superintendent's designee, who shall render a final decision. If a decision is made to assign a grade other than the educator's original grade, the educator will be provided written reasons justifying the change, and the decision shall be noted in both the student's permanent record and the educator's grade book.

B. Criticism

Educators shall not be criticized by any supervisor, administrator, in the presence of students, parents, the public, classified employees or other educators excluding Association representatives, nor shall they be criticized by Board members in public. This provision is not intended to limit professional discourse, discussion, or debate.

C. Just Cause

1. No educator shall be suspended, reduced in salary, reprimanded, or otherwise disciplined in writing without just cause.
2. All information forming the basis for disciplinary action will be made available to the educator upon request. Any violation of this provision may be used as a basis for a grievance; however, this Article does not apply to the dismissal of contract or probationary teachers or the non-renewal of probationary teachers' contracts, (such matters are excluded because they are governed by the Fair Dismissal Law) nor does it apply to assignment to, or retention in, Extended Responsibility assignments.
3. Any disciplinary suspension shall be with pay, pending the District's initiation of action to dismiss, discharge, or reinstate.

D. Termination Procedures

1. Any educator being recommended for termination by the administration shall be afforded the following due process rights:
2. Written notice that a recommendation for termination is being presented to the

Board;

3. Written reasons supporting the recommendation for termination, including copies of any related documents;
4. For dismissals, the opportunity for a pre-dismissal hearing before the Board, in which hearing both parties shall be granted the opportunity to present and defend the appeal and to call and cross examine witnesses; and,
5. For non-renewals, the opportunity to appear before the Board prior to any final action by the Board.

E. Required Meetings and Representation

1. Whenever an educator is required to attend any meeting in which formal disciplinary action (reprimand, suspension, termination) is to be taken, the educator and the Association President shall be provided prior written notice of the reason(s) for such appearance or meeting, including written notice of the right to representation. Any such meeting shall be conducted in confidence and, unless a written record of its substance is placed in the educator's official personnel file, shall not be used as the basis for evaluation.
2. The notification requirements of Section 1. above shall not apply when the meeting is directly related to the evaluation process. However, at the option of the educator, the educator shall have the right to have representation at any subsequent evaluation conference or meeting.
3. If an educator is involved in a discussion with an administrator which the educator reasonably believes may lead to a disciplinary action, the educator may call a halt to the discussion in order to obtain representation. The discussion may be continued when the educator has obtained representation.
4. If an educator is to be suspended, a letter from the Superintendent or designee announcing the suspension will be given the educator by the building administrator and/or Superintendent or designee. The letter will state reasons for the suspension, right to representation, and indicate that further meetings may be held. When presenting the letter, the Administrator will not initiate any further discussion about the charges nor interrogate the educator or invite or request resignation but may respond to questions by the educator.

F. Personnel Files

1. The District shall maintain one (1) official personnel file for each bargaining unit member which shall be the sole repository for all documents related to that individual's employment. Materials not contained in the official personnel file may not be used against the employee until and unless such material is transferred to the official file.
2. A working file at the building site is permitted and considered an extension of the official file. This working file must be purged when the employee leaves the building or when there is a change in building administrators. At that time, any materials to be retained shall be placed in the official personnel file.

3. Educators will sign and be given a copy of any material to be placed in their official personnel file. The educator's signature on the copy to be filed does not necessarily indicate agreement with the contents thereof. The educator will have the right to submit a written response which shall be attached to the file copy.
4. Each educator's official personnel file shall be open for inspection by the educator but shall be open only to such other persons as are officially authorized or legally designated by the educator or by the District.
5. The District may, from time to time, create a transitional file in which documents may be placed for a limited or specified amount of time. Documents in a transitional file which are subsequently placed into the working file, or the personnel file shall be subject to the provisions set forth above.

G. Membership Rights

Educators may wear pins and/or display other symbols of membership in the Association or its affiliates.

H. Academic Freedom

Educators shall enjoy academic freedom in the performance of their teaching functions. Controversial materials that are presented and discussed shall be relevant to the course content.

I. Personal Life

The personal life of educators is not of appropriate concern or attention of the District, except where it can be documented that it affects job performance and/or classroom responsibilities. In the event that the District needs to access for legitimate business purposes, a personal device that has been used for school-related work, the District will use protocols that will endeavor to protect the employee's personal and private information that is contained on the device.

J. Substitutes

A list of substitutes shall be available in the online substitute system. Educators are responsible for securing a substitute, if applicable for any absence by using the online system.

K. Safety Conditions

1. The District recognizes that educators have the right to a safe and welcoming workplace. The District and the Association agree that personal safety can include both physical and emotional factors and that everyone has a role to play in the safety of themselves and others.
2. Educators who identify unsafe or hazardous conditions in their work environment shall report such conditions to the building principal, immediate supervisor, or Association representative as soon as possible. The principal, supervisor or appropriate safety committee shall respond in writing to the educator indicating what action(s), if any, the District intends to take to address the reported condition. In

situations where an educator is injured, the Association President shall be permitted to view incident reports in the office of Human Resources, upon request.

3. If an educator experiences an injury or a traumatic event at work, the educator shall report it to their immediate supervisor or designee and complete an incident report or file a worker's compensation form (801) within 24 hours, or as agreed by both parties. Upon receipt of a report, the Administrator or District shall offer the affected educator an opportunity to debrief, process and/or receive emotional support as soon as possible.

L. Subcontracting

The District shall not subcontract any WWEA bargaining unit work without the prior written agreement with the Association, unless specifically provided for in this Agreement.

ARTICLE 5

STUDENT BEHAVIOR

A. General

1. We strive to ensure everyone in our learning communities feel safe and a sense of belonging, including both staff and students.
2. Just like academics, students come to us with varied skills and mindsets in social emotional learning and behavior, and we can help students further develop those skills and mindsets.
3. We understand and collectively commit to the following high leverage components that will improve safety and behavior in our schools.
 - a. Building strong supportive relationships
 - b. Developing shared ownership and strong teams to support students, while staff work directly with the students have a strong voice in problem-solving
 - c. Investing in building social emotional skills for all students, taking the time to build character, resilience, and community
 - d. Using data regularly to help understand trends, improve practices, check perceptions, celebrate successes, look for issues of equity and review program effectiveness
 - e. Developing and reviewing expectations for school routines and behavior
 - f. Clarifying processes and actions for when a student's behavior is disruptive to the learning environment, and striving for clear communication around follow-up steps needed to support a student
 - g. Engaging in professional learning around best practices for supporting the social emotional learning of all students as well as strategies for students who may need more support
 - h. Ensuring staff with specific skills in supporting behavioral and mental health needs are connected with every school staff, and that we continue to cultivate partnerships with community-based mental health providers and organizations
 - i. Supporting students in developing an understanding of their mental health and wellness, and helping them learn to reflect on their behavior, set goals for improvement and learn from mistakes
4. The District will annually update and publish the Student Rights and Responsibilities handbook which includes references to policies and procedures regarding student behaviors and discipline. The handbook shall be made available electronically or by hard copy. The District and the Association jointly commit to full implementation of the policies. Where any policy is not fully implemented, an employee may seek assistance from their building administrator, assistant superintendent, the Association, or the Superintendent.

B. Procedure

Educators may temporarily exclude a student from the classroom when, in the judgment of the educator, the student's behavior is seriously disrupting the instructional program. When a student is so excluded, the following procedure will be utilized:

1. The student will be sent to the building office. Prior to requesting that the student be placed back in the classroom, the principal or designee will meet with the educator to discuss the referral and the conditions for the student's return.
2. If the educator does not agree to place the student back in the classroom at the principal's or designee's request, the student will not be allowed back in the class pending completion of this procedure.
3. In the event the educator and principal or designee disagree, the matter will be referred as soon as possible to the Superintendent. A conference will be arranged with the educator, principal or designee and Superintendent. The decision of the Superintendent will be final.
4. The parties agree that in such matters a speedy resolution of any disagreement is of paramount importance. The parties agree that a good faith effort will be made to arrange and meet with the Superintendent as soon as possible; even if it means meeting outside the regular workday. If the Superintendent is not available to meet as per this section, this meeting will be conducted by the Assistant Superintendent. If neither is available, it will be conducted by another certified central office administrator.

ARTICLE 6

DISTRICT RIGHTS

- A. The District hereby retains all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oregon. Such powers, rights, authority, 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. The hiring of all employees and, subject to the provisions of the law, determining qualifications;
 - 3. The establishment of curriculum, grade levels and courses of instruction, including special programs, and athletic, recreational, and social events for students;
 - 4. The determination of the means and methods of instruction, the selection of textbooks and other teaching materials, and use of teaching aids; and,
 - 5. The determination of class schedules, the hours of scheduled instruction, the co-curricular activities, and the duties, responsibilities, and assignments of educators and other employees with respect thereto.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices shall be consistent with the terms of this Agreement.
- C. Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work of the individuals not included in the WWEA bargaining unit.
- D. Nothing in this Agreement shall limit in any way nor shall require the District to continue in existence any of its present programs in its present form and/or location or any other basis.

ARTICLE 7

COMPLAINT PROCEDURE

A. Notification and Representation

1. An educator shall be informed of any complaint which is made to any member of the administration or to any member of the Board by a parent, student, or other person, the substance of which may be used in evaluation of the educator or may be placed in the educator's personnel file.
2. Within ten (10) working days of receipt of the complaint or at a mutually agreeable time, the building principal and the educator shall meet to discuss the complaint.
3. The educator may have a representative present at all meetings involving this procedure.

B. Procedure and Resolutions

1. If the educator wishes to meet with the complainant, the principal shall attempt to arrange the meeting. If the issue is resolved, no record will be retained unless the administrator deems the nature of the complaint to be of special concern.
2. When the administrator judges attempt at informal resolution to be no longer productive, the complaint will be reduced to writing and signed by the complainant. A copy shall be given to the educator. An unwritten or unsigned complaint shall not be processed further.
3. The administrator shall investigate a written, signed complaint and recommend a plan for resolution. Copies of the investigation report and recommended plan shall be given to the complainant, the educator, and the Superintendent. The decision of the administrator may be appealed to the Superintendent for a final decision.

C. Disposition

1. Any complaint the administration chooses not to discuss with the educator within the provisions of section A. above shall be considered void and shall not be considered by the District.
2. A complaint may be deemed without merit by the presiding administrator at any point in this procedure. In such cases, no record of the complaint will be retained.
3. If a complaint has been substantiated or deemed to be of special concern and a record is placed in the employee's personnel file, the record shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, the name of the complainant(s), the administrative investigation report, and the disposition of the complaint. The educator may submit a written statement of disagreement, which will be attached to the record.

ARTICLE 8

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure the resolution of grievances at the lowest possible level. Meetings or discussions involving grievances should be scheduled to avoid interruption of classroom instruction. At every level the grievance proceedings will be kept as informal as possible without compromising confidentiality and the sense of equality of the parties.

B. Definitions

1. Grievance

- a. A "contract grievance" shall mean a contention that the grievant has been subject to a violation, misinterpretation, unfair or inequitable treatment under this Agreement, or inappropriate application of this Agreement.
- b. A "policy grievance" shall mean a contention that there has been a violation of District policy, or administrative rules or regulations. A policy grievance shall be allowed to advance to Level Three, the School Board.

2. Grievant

The "grievant" is anyone of the following: an educator, a group of educators or the Association initiating a grievance under the terms of the Agreement.

3. Representative

"Representative" is the individual or Association representative(s) who may speak for and/or advise the grievant.

4. Immediate Supervisor

The "immediate supervisor" is the one who has direct administrative or supervisory responsibility.

5. Days

"Days" shall mean the grievant's working school days.

C. Conditions

1. Grievance Merit

The provisions of this Article shall not be interpreted as a requirement on the Association to process any grievances through arbitration which it, in good faith, believes lack sufficient merit.

2. Grievant's Right to Representation

The grievant shall have the right to be represented at all stages of the grievance procedure.

3. Association's Right to be Involved

At all levels of the grievance procedure, the Association representative(s) has a right to be in attendance and, at a time mutually agreed upon among the parties, to state the Association's view(s).

4. Right to Information

Upon request and excluding confidential information, the grievant shall be provided with available District information that is necessary to the processing of the grievance.

5. Group Grievance

A group or class action grievance, involving more than one (1) supervisor, may be initiated at Step 2 of the formal grievance procedure.

6. Written Notice of Hearing Dates

The District shall provide the Association with reasonable and timely notice of hearing dates and places.

7. Written Notice for Denial of Grievance

- a. A written disposition stating reasons for denial of a grievance shall be given to the grievant.
- b. Said written notice with reasons shall be given at all levels of this grievance procedure except at the informal level.

8. Resolution

A grievance shall be considered resolved at any level where mutual agreement has been reached. Resolution of a grievance at any step of the procedure shall be final and binding upon the District, the Association, and the affected employee(s).

9. Conduct of Hearings

At the option of the grievant, hearings may be open, provided the hearings officer is notified at least forty-eight (48) hours in advance of the hearing. At Level 2 and beyond, the grievant shall be permitted to present relevant evidence including the calling and cross-examining of witnesses, making a record, and filing arguments. Evidence shall not be intentionally withheld at any level. Decisions shall be based solely upon the evidence and testimony presented at the hearings.

10. Year-end/Summer Grievance

- a. In the event a grievance is not concluded by the end of the school year or is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the remaining time limits set forth herein may be reduced or extended by mutual agreement.
- b. If the involved parties are not available during the summer to meet filing and/or processing deadlines, the grievance shall be extended to the following school year with applicable timelines commencing the first day the grievant reports to work. However, no such grievance will be considered unless a written statement of intent to file has been presented to the immediate

supervisor prior to the end of the school year.

11. Grievance File

The District shall maintain a grievance file, and all documents, communications, and records relating to a grievance shall be kept in it and not made a part of the personnel file of any participant. The grievant or designee shall have access to the grievance file.

12. Reprisals

There shall be no restraint, coercion, interference, discrimination, or reprisal exerted on any individual, groups of individuals, or the Association involved in the grievance procedure by reasons of such participation.

13. Timelines

The number of days indicated at each level should be considered maximum. The time limits may be modified by mutual consent in writing by the District and the Association.

14. Failure to Meet Timelines

A grievance shall be considered dropped if the grievant fails to request initial or further consideration of the grievance at each level within the time limits specified in these procedures. If the District fails to respond to a grievance within the specified timelines, the grievance shall be considered denied at that level and may be appealed.

15. Exclusions

Any bargaining unit member who has worked for the District for more than three (3) consecutive years and is not covered by the Fair Dismissal Procedures of Oregon Law may challenge termination of employment through the grievance procedure, including binding arbitration, with just cause as the standard. Dismissal of contract teachers and dismissal or non-renewal of a probationary or temporary teacher shall be governed exclusively by the Fair Dismissal Law rather than this grievance procedure.

D. Procedures

1. Informal

- a. The grievant will first discuss the concern informally with the immediate supervisor within twenty (20) days of first knowledge of the concern.
- b. The supervisor will respond to the grievant within twenty (20) days following the discussion of the concern.
- c. If the grievant is not satisfied with the disposition of the concern, or if no decision has been rendered within twenty (20) days after being presented to the immediate supervisor, the grievant may proceed to the formal level.
- d. If the immediate supervisor fails to implement the resolution agreed upon at the

informal level, then the grievant may file a formal grievance with the supervisor.

2. Formal

Level 1: immediate Supervisor

- a. If the grievant wishes to pursue the concern, it shall be submitted to the immediate supervisor as a formal grievance in writing within twenty (20) days after the decision has been rendered at the informal level.
- b. A hearing by the involved supervisor if requested, shall be held within twenty (20) days or as soon thereafter as the parties are available. Within twenty (20) days after the hearing, the supervisor shall communicate a written decision.
- c. If the grievant is not satisfied with the immediate supervisor's decision and wishes to pursue the matter further, an appeal shall be presented in writing to the Superintendent or the School Board (the choice being the grievant's) within fifteen (15) days after receipt of the immediate supervisor's response at Level 1.

Level 2: Superintendent or School Board

- a. Within twenty-five (25) workdays after the receipt of the appeal, including all correspondence and the written report of the case from the previous steps, the Superintendent or School Board will hold a hearing. If the hearing is before the School Board, the hearing will be consistent with Article 8, C.9, Hearings Procedures. The Superintendent or School Board shall make arrangements for a hearing with the grievant.
- b. Within twenty (20) days of the hearing the Superintendent or School Board shall communicate the decision in writing to the grievant.
- c. Decisions from Level 2 on District policy or administrative rules or regulations shall be final and binding.
- d. If the grievance is not resolved at Level 2 and involves the misinterpretation, inequitable treatment, or a violation of this Agreement, and the Association wishes to pursue the matter further, the grievance shall be submitted to final and binding arbitration within twenty-five (25) days after receipt of the Superintendent's or School Board's disposition.

3. Level 3: Arbitration

- a. Upon timely receipt by the District of the Association's written notice of intent to take a grievance to arbitration, the parties shall have ten (10) workdays within which to attempt to select a mutually acceptable party to act as arbitrator.
- b. If the parties fail to agree, they shall jointly request the Employment Relations Board to submit a list of disinterested persons who are qualified and willing to serve as an arbitrator. Following the toss of a coin, the District and the Association shall alternately strike two (2) names from the list: The remaining name shall be that of the arbitrator, who shall set a time and place for a hearing which is agreeable to both

parties. The proceedings shall be in conformity with the rules of the American Arbitration Association governing labor relations matters.

- c. The arbitrator shall have authority to consider only a claim which is based upon a specific provision of this Agreement.
- d. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to alter, amend or modify the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. Any decision of the arbitrator within the scope of this Agreement shall be final and binding on the District, the Association and the employee(s) involved.
- f. Expenses of arbitration shall be borne equally by both parties, except each party.

ARTICLE 9

WORK YEAR/SCHOOL CLOSURE

A. Contract Year

The standard contract year for educators each school year shall be one hundred ninety-one (191) days. Educators new to the District who are required to be in attendance longer than 191 days will be compensated at their per diem rate for each additional day.

B. Contract Days

The contract period shall include one hundred ninety-one (191) days as follows:

1. Up to one hundred eighty-three (183) student contact/workdays as described in Section below: and
2. Six (6) paid holidays on:
Labor Day
Veterans Day
Thanksgiving Day
Martin Luther King Day
Memorial Day
New Year's Day
3. Staff Development Days - No less than three staff development days as follows:
 - a. One (1) full day as directed by the District for all (November);
 - b. One (1) full day as directed by individual educators for all on first day after winter break.
 - c. One full day for secondary half designed by district, half designed by educators (November); and,
 - d. Four professional growth staff development Wednesdays for primary (half designed by district, half designed by educators).

C. Workdays

1. Three (3) workdays, for all educators prior to the opening of school in the fall, including the equivalent of one and one-half (1 ½) days free of any required meetings plus:
2. Four (4) workdays at the high school level with one (1) day at the end of each grading period to be used primarily for planning and grade preparation; or
3. Six (6) workdays at the Middle School level with one (1) day at the end of each grading period to be used primarily for planning and grade preparation and two (2) days to prepare for and conduct parent conferences; or
4. Seven (7) workdays at the primary level with one (1) day prior to each of two report card periods (November and June) to be used primarily for planning and grade

preparations, two (2) days to prepare for and conduct each of two parent conferences (fall and spring) and one (1) day to close out the school year.

D. Parent Conferences

1. Normally, parent conferences shall include two (2) days in the fall and two (2) days in the spring at the primary level and one (1) day in the fall and one (1) day in the spring at the middle school level.
2. Parent conference schedules shall be set by the building principal after consultation with the staff. Conferences may be held during and/or after regular work hours. The workday/work week hours shall be adjusted so as to not exceed a normal forty (40) hour work week or individual educator shall receive their regular hourly rate of pay for each hour of extra time worked.
3. During the day(s) designated for parent conferences, educators shall have the flexibility to schedule time to prepare for and conduct the conferences.

- E. The October statewide in-service day shall be a non-contract day. However, educators may apply for funds from the Professional Development Fund to attend workshops or conferences on this day.

F. School Calendar

The Association shall be given the opportunity to review and comment on the school calendar prior to its submission to the School Board for adoption. The Association will be given the opportunity to comment on any unforeseen changes that occur after adoption.

G. Inclement Weather/Emergency Closure

Educators shall not be required to work when school(s) are closed to students because of inclement weather, district-wide emergencies, or other catastrophic events and pay will not be reduced. However, the District reserves the right to reschedule any or all lost days/time, after consultation with the Association, at no additional pay to the teaching staff. Rescheduled day(s) shall be the same type as days lost (student contact days, workdays, or staff development days) unless otherwise agreed to in writing by the parties.

H. Professional Growth Wednesdays

On the eight (8) District wide Professional Growth Wednesdays (early release days), educators shall be granted half of such days scheduled at their work site for planning and preparation. Principal directed days will be planned collaboratively with a teacher leadership team.

ARTICLE 10

WORKDAY

A. Work Hours

1. The regular teaching day for a full-time educator shall be eight (8) hours, including a minimum of thirty (30) continuous minutes duty-free lunch during the regular lunch period to be used as the employee wishes. By mutual agreement with the principal, staff may have a lunch period of up to forty-five (45) minutes or go beyond an eight-hour day for staff meetings by shortening another workday, provided that the work week remains at 40 hours.
2. Except as provided in A.1. above, required whole staff meetings called by the administration shall be held within the school day and will be limited to no more two required meetings per week.
3. Educators shall be allowed to deviate from the normal workday by mutual agreement in advance, if possible, from the building principal.
4. On days when there are required events after the school day, educators may leave as soon as the last bus has departed at the primary level, or after the last scheduled class period at the secondary level.
5. Educators may choose to work remotely during grading/report card days that do not require in- person meetings.

B. Preparation Time

1. High school educators shall have no less than three hundred (300) minutes per week of scheduled preparation time. (This is based upon a five-day week; shorter weeks may have less prep time). This preparation time shall be during the student day and in blocks on a daily basis, whenever possible. On days where the schedule does not allow for prep time during the student day, an educator will be provided a block of forty (40) minutes free of required duties or assignments. High school educators shall not be required to teach more than three (3) subject areas nor more than three (3) teaching preparations per day.
2. Middle school educators will be provided daily continuous preparation time equal to a regular classroom period but at least the minimum of forty-five (45) minutes.
3. Primary school educators shall have a minimum of forty-five (45) minutes of uninterrupted preparation time daily, free of required meetings. Supervisors shall designate, in writing, when each educator's preparation time is scheduled. The forty-five (45) minute preparation time will be free of scheduled staff meetings or committee meetings called by the principal. Reasonable efforts will be made by supervisors, office staff and colleagues to minimize interruptions during scheduled preparation time.
4. Educators working less than full-time shall have prorated preparation time.
5. In addition to the compensation provided in Appendix B-1, high school educators serving as Department Chairs or Team Leaders shall receive one (1) day of school business leave per month.
6. For educators assigned to more than one (1) work site, preparation time and a thirty (30)

minute lunch time shall not be used to travel between buildings, without the written consent of the affected educator(s).

C. Substitute Teaching

The District will not require an educator to substitute for another educator during an assigned preparation period. When an educator agrees to cover a class during their designated preparation period or by administrator request, they will receive their per diem rate off pay for the loss of the preparation period.

D. Student Instruction Time

1. The District and the Association recognize that the student school year is now defined in annual hours of instruction, not days of attendance and that such minimum standards are established by the state.
2. The District standard level for actual instructional hours per year shall be as follows:

Primary schools:	406 hours
Primary schools – K-5:	918 hours
Middle schools – 6-8:	954 hours
High schools:	990 hours
3. The District will not increase an individual educator's student contact time and/or student instructional time beyond the District's standard level outlined in Section 2 above without prior written agreement with the Association unless:
 - a. it is necessary to meet state minimum hour requirements; or
 - b. the change is part of a schedule adjustment that is approved by a majority of the impacted staff.

E. Non-Student Contact Time

In addition to the preparation period outlined in paragraph B.3 above (45 minutes before or after school), primary educators shall have 150 minutes of non-student contact time during student hours during a full five-day school week for students. Reasonable efforts will be made by supervisors, office staff and colleagues to minimize interruptions during the scheduled non-student contact time. Principals will work with specialists to create workable schedules. Educators who miss non-student contact time on Principal directed early release days shall have the option of submitting a timecard for 30 minutes of additional paid time.

F. Dual Language Program

1. Primary Schools:

The District will pay primary school Dual Language educators up to eight (8) hours per month at their per diem rate, for curriculum development and lesson planning that is educator directed. As needed, school Principals and/or District Dual Language leaders will approve primary Dual Language educators additional pay cards, at the curriculum rate or one-half day substitute release for curriculum development and team planning work.

2. Secondary Schools:

In addition to the preparation time provided in paragraphs B.1 and B.2 in Article 10, high school and middle school educators in the Dual Language Program shall have an educator directed curriculum development period to create instructional materials and scaffolds for the target language as these programs require continued revision and

creation of materials. As needed, school Principals and/or District Dual Language leaders will approve pay cards for secondary Dual Language educators, at the curriculum rate, for curriculum development and team planning work outside of the workday.

ARTICLE 11

CLASS SIZE/CASELOAD

- A. The District and the Association agree that the pupil-educator ratio is an important factor in maintaining quality education.
- B. Educators who believe their class size or workload is excessive compared to other educators in the District shall discuss the situation with the principal. The educator may discuss the matter next with the Superintendent or designee and may suggest option(s) for the District's consideration.
- C. The Association shall be provided with an electronic file of class size by class/caseloads by September 30th and February 1st, or as soon thereafter as available.
- D. The Association may comment on its concerns regarding class size and may make recommendations for the District's consideration to rectify any imbalances in class size.
- E. 1. The District desire is to meet the following guidelines for class size averages except in classes that are traditionally large such as choir, instrumental music, and physical education:

Grades/Assignment	Class Size	
Preschool	16-18	students per class
K-3	20-25	students per class
4-5	25-28	students per class
6-8	120-180	students/teacher daily*
9-12	120-150	students/teacher daily*
Speech Pathologists	40-60	students
OT/PT	50-70	students
Counselors	400-725	students assigned
Learning Specialist	30-50	students

- 2. If these guidelines are not met the District agrees to pursue the following options after consultation with the educator(s) involved:
 - 1. Transfer/Reassignment of students;
 - 2. Additional Paraeducator time for educators;
 - 3. Developing split classrooms;
 - 4. Adding certified (licensed) staff;
 - 5. No changes due to financial/physical space/time limitations; and,
 - 6. Other options mutually agreeable between the educator(s) and the District

*These numbers are based upon a traditional student schedule where each educator is seen once each day by the student. Adjustments must be made where alternative or block schedules have been adopted.

- F. The District and Association shall form a Study Group in November of 2023 to discuss class size and caseloads.

ARTICLE 12

EVALUATION

- A. The purpose of the evaluation is to allow the educator and the District to determine the educator's development and growth in the teaching profession, to evaluate the performance of teaching responsibilities and to improve instruction
- B. Evaluations of educators shall be in accordance with State law and adopted Board Policy/Educators Handbook for Professional Growth.
- C. Any proposed changes in the policy/evaluation handbook(s) shall first be presented to a Joint Evaluation Consultation Committee, composed of three (3) administrators appointed by the Superintendent and four (4) educators appointed by the Association. The Committee shall review all proposals and shall, by majority vote, make recommendations to the Board for its consideration. No change in the evaluation policy/handbook shall be effective until it has been approved by both the Committee and the Board.

ARTICLE 13

VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Educator Initiated Transfers

1. Educator initiated transfers are those in which an educator requests a transfer from one building to another, one subject area or grade level to another, or to fill a vacated position. Transfer requests will be tendered from January 2 to February 1 annually. The district will provide a list of all transfer requests to building administrators. Administrators will set an interview with educators prior to the closing of a posted position. The district shall make a good faith effort to grant transfer requests.
 - a. After February 1, educators not already on the transfer list will submit an application to any open positions for which they seek a transfer. After July 15 of each year, the transfer list will be dissolved.
2. In either case, if the educator is licensed for the position sought, the individual will be given an interview. Once a decision has been made on filling the position, all interviewed educators shall be notified of the decision prior to any general, public announcement. Any educator denied an educator-initiated transfer will be personally notified and will be given the reason(s) for denial in writing referencing the criteria listed in Paragraph D.
3. Joint Assignments
 - a. Two (2) educators requesting to share one (1) full-time position shall present a proposal to the building principal. Such proposal shall be reviewed by the building principal and the District office prior to approval or denial. The requesting educators will be notified of the decision on their request within thirty (30) days of submission.
 - b. Joint-assignment requests must be renewed annually.
 - c. Educators in joint assignments shall receive their individual hourly rates when substituting for each other. Both educators shall attend regularly scheduled parent conferences and parent programs at no cost to the District.
 - d. Educators in joint assignments are responsible for informing themselves about topics covered at faculty meetings they do not attend. Such educators are encouraged to attend all meetings.

B. District Initiated Transfers

1. District initiated transfers are those in which an educator is transferred from one building to another, one subject area or grade level to another, or to fill a vacated position on the initiation of the District. When a District initiated transfer is proposed, the staff member(s) involved has the right to discuss the change and the reasons therefore with the administrators involved no later than twenty-four (24) hours prior to general notification of the staff. The educator shall have the right to object to such transfer to the Superintendent in writing.

2. Educators, with the exception of itinerant Student Services staff who are subject to assignment procedures described in Article 13, Section F., will not be subject to more than two (2) District-initiated transfers during any three (3) year period.

C. Paid Days for: Transfer/New Subject Matter Preparation/Changing Primary Grade Level

1. If notice of a transfer or room movement of an educator occurs before the first contract day, the educator shall be given one (1) paid day to complete the transfer. If the change occurs after first contract day, the educator shall be given two (2) student-free workdays.
2. Any middle school or high school educator who receives a new subject matter preparation after the start of a given semester shall receive one (1) paid day to prepare for the new assignment. Any primary educator who receives a grade level change after the start of a given semester shall receive one (1) paid day to prepare for the new assignment.
3. Additional days may be granted as deemed reasonable and appropriate upon petition to the Assistant Superintendent.

D. Criteria

When making transfers, the District will consider, but not be limited to, the following criteria:

1. Instructional requirements
2. Individual's qualifications
3. Service to District - Seniority
4. Principal's Acceptance and/or Recommendation
5. Previous District-Initiated transfer(s)

E. Posting

During the school year notices for openings will be posted for five (5) days. In addition, copies of all postings will be sent to the Association President and to all bargaining unit employees. If a vacancy occurs after July 15th or after the start of school an exception to the five (5) day rule may be made after conferring with the Association.

F. Assignment of Special Services Staff

To maximize the stability of special programs and strengthen the all-important student-teacher relationship, and meet the changing needs of the District, scheduling of special services staff by program area will be as follows:

- | | |
|----------|--|
| Step I: | If changes in assignments are contemplated, all staff in a program area shall meet with their supervisor to jointly decide on the educators' assignments. |
| Step II: | If there is no consensus reached in Step I, and an itinerant special service staff member is scheduled for transfer by the District more than twice in a three (3) year period, then the administrator may appeal to the Superintendent to set aside the limitations outlined in Section B.2. above. |

The Superintendent shall consult with the affected parties and consider the following criteria in rendering his/her decision:

1. Needs of students;
2. Equitable workload or caseload;
3. Minimize disruption to the program; and,
4. Minimize travel time; and,
5. Past transfers of staff.

G. Notice of Assignment

1. All educators scheduled to return for the next school year shall receive written notice of their next year's assignment, including building, grade level and/or subject matter, no later than the last working day in June. Such notices are tentative and subject to change.
2. If an assignment is changed after the last educator workday, the educator shall be notified as soon as possible. If staff cannot be contacted in person, the administrator will try to reach them by phone, and lastly, by mail.

ARTICLE 14

REDUCTION IN FORCE AND RECALL

A. Layoffs

1. If the Board determines that a reduction in force is necessary, it shall insofar as is reasonably practicable, provide ninety (90) days written notice to the Association. The notice shall include the specific position(s) to be affected, the proposed time schedule, and the reasons for the proposed action, assuming this information is available when the notice is given or as soon as possible thereafter.
2. This Article shall apply to all releases, layoffs, or terminations for non-personal reasons, and educators who are laid off under this Article shall hereinafter be referred to as "laid-off educators".
3. The District shall provide the Association with a seniority list by December 1 of each year. Seniority shall be defined as the length of continuous service dating from the first day of regular contract service as an educator in the District from the most recent date of hire, including any leaves of absences. Ties for position on the seniority list shall be broken by the District drawing lots in the presence of the Association President or designee.
4. The following criteria shall be applied in determining which educators will be retained:
 - a. The educator must be properly licensed to teach the curriculum area or grade level(s) of the program being retained.
 - b. After licensure requirements have been determined, seniority shall be applied in the following order: temporary educators shall be laid off before other educators; probationary educators shall be laid off before contract educators.
 - c. Special educators whose positions are discontinued and who are qualified shall be considered as classroom educators for purposes of seniority. "Qualified" means licensed to teach the assignment and able to meet highly qualified status under federal guidelines, if applicable.
5. The District shall make every reasonable effort to transfer educators of courses scheduled for discontinuance to other positions for which they are qualified.
6. If the District desires to retain an educator with less seniority than an educator being released under this section, the educator being retained shall have more competence, cultural or linguistic expertise as defined in ORS 342.932 and HB 2001 than the educator with more seniority who is being released. The burden of proof shall rest with the District to show that the educator being retained shall have more competence, cultural or linguistic expertise, or merit than any educator with more seniority who is being released. The District shall consider the performance of teaching duties as referenced in the educator's personnel file for the last four (4) years.
7. Educators who are on leave of absence shall be subject to the same criteria as all other educators and, for the purposes of reducing force, shall be deemed to hold active teaching status.

8. The District shall provide as follows:

- a. Fringe benefits as established in this Agreement for a minimum of sixty (60) days following the layoff date during the regular school year; or through September 30th if the layoff occurs at the end of the school year or during the summer months.
- b. The District shall have no obligation to provide these fringe benefits to a laid-off educator who secures employment as an educator in another district. If an educator secures employment outside the field of education and receives fringe benefits from the new employer, fringe benefits paid by the District shall not be required to duplicate those paid by the other employer.
- c. Educators may continue group rate insurance coverage at their own expense for eighteen (18) months following the termination of the District-provided benefits.

B. Recall

1. Eligibility for recall shall extend for twenty-seven (27) months from the time of layoff, and educators shall be called in reverse order of layoff, if properly licensed to teach the vacant position.
2. The District shall not consider for recall an educator who, at the time of layoff, has presented to the Director of Human Resources a written request not to be so considered.
3. In the event of recall, the District will notify the educator by certified mail, return receipt requested, at the last address given to the District by the educator, who will have sixteen (16) calendar days from the receipt or attempted delivery of the letter to notify the District of an intent to return and must be able to return within twenty (20) calendar days of receipt of the letter. If the recall occurs during the school year, the educator(s) shall be given ten (10) days' notice to return to work. These timelines may be extended by mutual agreement.
4. When recalled, the educator will retain the same employment status as when laid off, and will retain accumulated sick leave, seniority rights, and years of experience for salary schedule placement.
5. The District agrees not to hire any new educators until all laid-off employees have been offered recall to positions for which they were licensed at the time of lay-off.
6. Recall rights shall not be lost if recall is declined for a position that is less hours and/or pay than the position held previous to layoff. Educators offered a position that is less hours and/or pay shall have two (2) working days to accept or decline the position. An employee laid-off from a full-time position may accept recall to a less than full-time position without losing recall rights to a full-time position.

C. Appeal

Any appeal from a decision concerning the application of the procedures in this article shall be processed through the grievance procedure outlined in this Agreement and the results of such appeal shall be final.

ARTICLE 15

PAID LEAVES

A. Personal Leave

1. Up to four (4) days per year of non-accumulative personal leave shall be granted. Personal leave shall not be used for a second business or occupation or attached to the school break periods (winter and spring) to extend time off.
2. Personal leave shall be charged in not less than four (4) hour increments when it is necessary to employ a substitute for an educator on such leave.
3. Notice of use of personal leave shall be made at least one (1) day before taking such leave, except in cases of emergency.

B. Professional Development Leave

1. Each employee shall be granted up to two (2) days of professional development leave annually. This leave is non-accumulative.

C. Bereavement Leave

1. Up to three (3) days shall be allowed for each death in the immediate family. Additional days may be granted by the Superintendent or designee.
2. Immediate family shall include:
 - a. spouse;
 - b. children, grandchildren, or grandparents of educator or spouse;
 - c. parents or siblings of teacher or spouse;
 - d. step-relatives of educator or spouse;
 - e. persons who have lived in the educator's household as a family member;
 - f. persons with whom the educator has lived as a family member;
 - g. significant other or close personal friend of long-standing;
 - h. loss of pregnancy; and,
 - i. loss of current student (1-day of leave).

D. Legal Leave

1. Leave shall be granted to an educator for appearances in any legal proceeding connected with the educator's employment or with the school system or for jury duty. Personal leave shall be used where the educator is involved in personal litigation.
2. Fees paid to educators for jury service shall be forwarded to the District. Any expense money paid by the court shall be retained by the educator.
3. Appearance before a court, legislative committee, or other judicial body as a witness in response to a subpoena shall be granted. Fees paid for such service shall be retained by the District. Any expense money paid to the educator shall be retained by the educator.

E. Temporary Military Leave

Time necessary for educators called into temporary active duty of any unit of the United States reserves shall be granted for a period not exceeding fifteen (15) calendar days in any one (1) calendar year. In such cases, an educator who has been employed by the

District for at least six (6) months prior to the commencement of the temporary leave shall be paid at the educator's regular pay in addition to any pay received for the active service. This section shall be administered pursuant to Oregon law.

ARTICLE 16

SICK LEAVE

Educators shall receive paid sick leave as follows:

- A. "Sick Leave" means absence from duty because of an educator's illness or injury.

Sick leave shall also be used for purposes prescribed by the state and federal Family Medical Leave Law, including, but not limited to, illness of self or of a child or other dependent, maternity, paternity or adoption or critical illness of a resident of the employee's household.

- B. In accordance with Oregon law, the District shall allow ten (10) days sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Completion of one-half (1/2) or more of the workdays in a calendar month shall constitute a "month employed." Sick leave shall be credited to educators on the first (1st) duty day. Part-time educators shall be granted sick leave on a pro-rata basis.
- C. Sick leave not taken shall accumulate for an unlimited number of days. The District shall permit an educator to take up to seventy-five (75) days sick leave accumulated to other Oregon districts. The accumulation shall not exceed that carried by the most recent employing district. However, the transfer of sick leave from another Oregon district shall not be effective until the teacher has completed thirty (30) working days in this District.
- D. For purposes of determining retirement benefits, the District shall permit a bargaining unit member to transfer an unlimited number of days of unused accumulated sick leave from another Oregon district employer.
- E. Sick leave, to the limit the employee has accumulated, may be used to make up the difference between the employee's regular net, take-home salary and the benefits received under the Oregon Worker's Compensation Law. An employee's sick leave will be charged for only the prorated portion paid by the District.
- F. Each educator will be given a written accounting of the use and accumulation of sick leave on a monthly basis on the payroll check stub.
- G. An educator on extended contract shall be credited one-half (1/2) day of sick leave for each ten (10) of the additional days worked.

ARTICLE 17

PREGNANCY AND PARENTAL LEAVE

- A. Pregnancy of an educator shall be treated as a disability. An educator shall receive time off during a period of absence which is considered by the educator's physician to be medically necessary for safe pre-delivery and post-delivery.
- B. A written request shall be submitted to the building principal and Human Resources at least one (1) month prior to the beginning of the leave unless an emergency situation develops in which case the educator shall, upon request by the educator, be immediately excused from duties by the District.
- C. An educator may be required to begin leave at such time during the pregnancy when, in the opinion of the educator's physician, normal teaching duties cannot be practically performed.
- D. The leave shall end when the educator's physician certifies capability of performing normal duties for that educator's position.
- E. During the period of absence which the educator's physician considers medically necessary, sick leave shall be payable.
- F. Up to twelve (12) weeks of sick leave may also be used for parental leave for care of a newborn child or for adoption, in accordance with Family Medical Leave law.
- G. Unpaid parental leave shall be granted to any educator for the purpose of childcare or adoption. The leave notification form shall show the time such leave is to commence and the tentative date of return. The initial leave shall not exceed one (1) full school year after the close of the school year in which the leave is to begin.
- H. During the term of the unpaid leave granted, the District shall allow the educator to purchase any fringe benefits available at the group rate.
- I. An educator returning to the District after a leave without pay will be credited with all benefits to which the educator was entitled at the time the leave commenced, including seniority and unused accumulated sick leave. The reinstatement shall be to a position similar, same or substantially equal as when the leave was granted.

ARTICLE 18

UNPAID LEAVES

A. Short-term Leaves

1. Short-term leaves, not to exceed twenty (20) consecutive working days, may be granted upon adequate prior notification to the building principal and the principal's determination that the absence will have a minimal negative impact on the instructional program. The determination shall be based on, but not limited to, such considerations as adequate lesson plans related to instruction goals, preparation of materials, and availability of a qualified substitute.
2. The District retains the sole discretion to grant or deny short-term unpaid leaves for any reason(s) deemed appropriate. Granting or denying leave request under this section shall not be considered a precedent for further requests.

B. Long-term Leaves

1. Long-term leaves require the approval of the Superintendent or designee and may be granted for any reason deemed appropriate.
2. Educators requesting long-term leave shall submit a letter of request to the Superintendent or designee at least thirty (30) days prior to beginning date of the leave, except in cases of emergency.
3. During the term of the leave, an educator shall be permitted to purchase any fringe benefits available at the COBRA rate, at the educator's expense, subject to the terms and conditions of the insurance carrier(s).

C. Return from Leave

1. Educators returning from leave during the same school year the leave was taken shall give the Superintendent or designee at least thirty (30) days' notice of intent to return and shall be reinstated to the position held prior to the leave.
2. Educators returning from leave in a subsequent school year shall notify the Superintendent or designee in writing by February 15th of intent to return and shall be returned to the similar, same, or substantially equivalent position.
3. All benefits to which an educator was entitled at the time the unpaid leave commenced, including seniority and unused sick leave, shall be restored upon the educator's return. Sick leave shall not accrue during the time the educator is on unpaid leave of absence.
4. All extensions and renewals of leaves shall be applied for in writing to the Superintendent or designee. The District shall provide a written response to the applicant as soon as practicable.
5. Substitute Teaching

An educator on an unpaid leave of absence may have the opportunity to

substitute in the District or elsewhere.

D. Types of Leaves (Examples)

1. International and Federal Programs

An unpaid leave of absence not to exceed two (2) years may be granted to any educator, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teacher's Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities provided said educator states his/her intention to return to the school system. Upon return from such leave, an educator may be placed at the same position on the Salary Schedule as he/she would have been had he/she taught in the District during such period if an evaluation of his/her teaching experience by the administration shows such experience to be substantially equal to a year's teaching in the District.

2. Professional Study

An unpaid leave of absence of up to one (1) year may be granted to any educator upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the Salary Schedule as when the teacher left if the return is in the same school year. If the return is in the subsequent school year, the teacher shall be placed on the salary position one (1) step advanced from the step from which the teacher left the prior year.

3. Health and/or temporary disability leave may be granted provided the request includes a statement of need signed by a physician duly licensed to practice medicine in the State of Oregon.

4. Elected office leave may be granted for service as an elected officer of a professional organization and to campaign for a public office, and, if elected, to serve the term of that office.

5. Military leaves shall be in accordance with state and federal law.

6. Religious leaves may be granted for days of religious observance consistent with educator and District rights and obligations under applicable laws regarding discrimination in employment.

7. Teaching in a Related Field

A leave may be granted for employment in an institution of higher learning or for teaching abroad, provided the type of employment is approved in advance by the District.

8. Temporary leaves may include an extended illness or injury, child rearing or adoption, or any other purpose deemed appropriate by the District.

9. Special leaves may be granted for situations that may arise.

ARTICLE 19

TUITION REIMBURSEMENT

A. Hours

1. The District will reimburse educators for tuition paid at the college or university of the educator's choice.
2. The amount of reimbursement will be limited to the tuition rate in effect at Portland State University at the time of attendance or the actual tuition, whichever is less.

B. Approval

1. Each educator shall have on file with the appropriate administrator a professional growth plan that has been jointly developed. The plan shall reflect the educator's goal(s) for professional development. The educator may modify the professional growth plan at any time during the school year, with the consent of the appropriate administrator.
2. District approval must be obtained prior to enrolling in a course for which prepayment or reimbursement will be requested. Courses will not be approved unless they relate to the educator's goals and the approved program for professional growth.
3. Normally, the District will not approve more than one (1) course or four (4) quarter hours during fall, winter, and spring. Exceptions may be granted only by the Superintendent or designee.

C. Reimbursement

For the 2022-2024 school years, the District's expenditure for tuition reimbursement shall be limited to \$300,000 each year. Each bargaining unit member shall be eligible for tuition reimbursement for up to twelve (12) Credit hours or (8) Semester hours each year as outlined in this article. Bargaining unit members enrolled in a specific program that requires lock-step movement with a cohort that exceeds the 12-credit limit may be approved for additional credits as needed. Educators on a Temporary contract are not eligible for tuition reimbursement and professional development funds.

1. Reimbursement will be made to the employee upon satisfactory completion of the course and verification by grade slips or transcripts and fee receipt or canceled check.
2. Reimbursement will be made on the following schedule:
 - a. no later than January 31 for fall term courses completed;
 - b. no later than April 30 for winter term courses completed;
 - c. no later than June 15 for spring term courses completed;
 - d. no later than September 30 for summer term courses completed.
3. Tuition reimbursement shall apply for educators on Board-approved leave of absence for advanced study, but subject to a maximum of twelve (12) credit

hours per twelve (12) month period. Such reimbursement shall not occur prior to the educator's return to duty.

4. The educator must receive a grade equivalent to a "B" or better in all graded classes and a "P" in all pass or fail classes.
5. If an educator does not choose to return to the District for the ensuing school year, the District shall not be obligated to pay for any class taken during spring or summer terms. If prepayment was made, reimbursement shall be withheld from the final paycheck or recovered by other suitable collection efforts.
6. In areas where educators need to take undergraduate classes to improve their professional knowledge of their instructional area, they may apply to the Superintendent or designated representative for permission to take the undergraduate class. In all cases, permission must be granted prior to taking the undergraduate class for reimbursement. Courses taken at the undergraduate level are not eligible for movement on the salary schedule.

D. Prepayment of Tuition

1. Upon request of the educator and completion of appropriate forms, a check will be made payable to the college or university for prepayment of tuition. Twenty-one (21) days' notice shall be required.
2. If, after receiving prepayment of tuition, the educator is unable to provide evidence of successful completion of the course (grade card or transcript), reimbursement to the District will be in the form of a payroll deduction. The amount of prepayment for spring term tuition shall be withheld from the educator's final check pending proof of successful completion of the course.

E. Part-time Educators

1. Educators employed less than full time shall receive prorated tuition reimbursement, based upon twelve (12) credit hours over a twelve (12) month period. Within these guidelines, the educator will be fully reimbursed for a limited amount of hours (i.e., a one-half (1/2) time educator will be reimbursed for the first four (4) semester or six (6) quarter credit hours.
2. Part-time educators not returning for the following school year shall be subject to pro-rata recovery as outlined in Section C.5. above.

Note: If the Oregon System of Higher Education changes from quarter to semester hours, the parties agree to adjust the language in this Article accordingly with no loss of benefits to bargaining unit members. Currently, the calculation is 12 quarter credit hours is equal to 8 semester credit hours.

ARTICLE 20

IMPROVEMENT OF EDUCATION

A. School-year Proposals

1. Educators may propose curriculum development/improvement projects by submitting an outline to the building principal, who shall discuss the proposal with the educator.
2. Within a reasonable time after the discussion, the principal shall communicate the decision to the educator.
3. An approved outline shall be forwarded to the appropriate central office administrator for a funding decision, which shall be communicated to both the educator and the principal within a reasonable time of receipt of the proposal.

B. Summer Proposals

Proposals which will become part of summer curriculum activities shall be submitted no earlier than May 1st according to District-established guidelines and timelines, with educators to be notified in writing of the disposition of the proposal within thirty (30) days of submission.

C. Rates of Pay

The hourly rate for approved curriculum development work shall be \$42.00 per hour.

ARTICLE 21

PROFESSIONAL DEVELOPMENT PROGRAM

A. Fund Establishment

1. Fund Establishment

The District shall establish a separate Professional Development Fund of \$77,500 in 2006-2007. Each year thereafter, the Fund amount will increase by the percentage increase in the total number of full-time equivalent (FTE) educators within the District.

2. Fund Administration

- a. There shall be a committee established to make recommendations as to the expenditure of monies from this fund. The committee shall have six (6) members. Three (3) shall be appointed by WWEA; one (1) each from primary, middle, and secondary grade levels. Three (3) shall be appointed by the District. The Committee shall establish procedures to obtain and act on expenditure requests. All recommendations made by the committee shall be subject to approval of the Superintendent or designee.
- b. The committee shall confirm the fund amount at the beginning of each year, using the formula outlined in Section A. 1. above.

3. Fund Objective

The objective of the fund is to provide monies for workshops, seminars, conferences or other programs or subjects.

B. District-Initiated Attendance at Conferences and Conventions

Whenever the District requires that an educator attend a conference or a convention, total costs (defined as actual expenses, mileage, and substitute's salary) shall be paid by the District.

ARTICLE 22

FUNDING OF THE AGREEMENT

- A. The parties recognize that the revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedure, and in certain circumstances by vote of the citizens. The District makes no guarantee as to passage of any levy request.
- B. The District agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement. The District agrees not to modify the compensation specified in this Agreement unless mutually agreed to by the District and the Association but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

ARTICLE 23

COMPENSATION

A. Salaries

1. Basic teaching salaries for bargaining unit members shall be as follows:

2022-2023: Appendix A-1
2023-2024: Appendix A-2

2. The 2022-2024 salary index schedule for bargaining unit members shall be in accordance with Appendix A-3. Schedule will indicate a 6% cost of living adjustment in year 2022-2023 and 4% in year 2023-2024. For 2023-2024, Step 1 shall be deleted, and an additional step (4% increment) shall be added to top of each education column.
3. For the 2022-2023 and 2023-2024 school years, a vertical step advancement (4% increment) shall occur July 1, for all eligible bargaining unit members.
4. Longevity Pay – Educators who do not receive an increment (educational or experience) step and are at the maximum pay schedule for columns 4, 5, and 6 shall receive an annual stipend amount in a separate payment in the December payroll. Stipend amounts for 2022- 2023 shall be as follows:

Column 4 (MA, BA+60) \$1,000
Column 5 (MA+24) \$1,100
Column 6 (MA+45) \$1,200

The stipend shall increase by the amount of the cost-of living adjustment each year.

B. Salary Placement and Advancement

1. All educators will be placed on the salary schedule appropriate to their prior related professional work experience, degree(s), and graduate credit hours.
2. Effective July 1, 2022, educators employed in the District in Registered Nurse, School Psychologist, Speech Language Pathologist, Clinical Social Worker, Physical Therapist, and Occupational Therapist positions with a master's degree shall have their salaries based on the MA+45 column with step placement at the appropriate experience level. Employees in these roles with a bachelor's degree will be placed at the BA+60 column with step placement at the appropriate experience level.
3. Educators qualifying for educational advancement on the salary schedule must submit a written request along with verification by the first (1st) calendar day of the month for salary to be modified that month. All such modification to an educator's salary placement shall be retroactive to the first day of the month in which the credits were submitted.
4. College hours submitted for educational advancement must have been earned subsequent to the education degree or certification to teach, and except for lower division hours approved as part of an education improvement plan, must be upper division or graduate level hours. All such hours must be reasonably related to the educator's instructional assignment or to a field of study normally included in the

public curriculum.

5. Educational advancement on the salary schedule is obtained by completing graduate level credits after earning a bachelor's degree or master's degree. All credits must be reasonably related to the educator's instructional assignment or to a field of study normally included in the public curriculum.

C. New Educator

All educators newly employed by the District who have not begun participating in the Oregon Public Retirement Service Plan (OPSRP) because of the waiting period eligibility requirement shall receive during such period an amount equivalent to the dollar amount "picked up" by the District for an educator on that step who is under OPSRP until such time as the new educator participates in OPSRP and is eligible to have contributions "picked up".

D. Method of Payment

Twelve (12) equal monthly payments of salary and fringe benefits to be received by the educator on the 25th day of each month (unless the 25th falls on a holiday or weekend, payment is made the day or two prior), September through August.

E. Hourly Rate of Pay

Individual hourly rates of pay shall be determined by dividing the 191-day annual contract salary by 1,528 hours.

F. Mileage

Mileage payments for use of a private vehicle on authorized District business will be at the IRS rate per mile. In addition, the District will provide secondary liability insurance to cover all such occurrences.

G. PERS/OPSRP Pick Up

With respect to all professional compensation the District shall "pick-up", assume and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the educator participating in the Public Employees Retirement System (PERS). The full amount of required employee contributions "pick-up" and paid pursuant to this section shall be considered as "salary." Such "picked-up" or paid employee contributions shall be credited to the employee PERS/OPSRP accounts and shall be employee contributions for the purpose of ORS 238.005 to 238.750.

H. Direct Deposit

The District shall offer the option of direct deposit to the financial institution of the employee's choice, subject to the capabilities of the payroll system.

I. Extended Contracts

Upon request by an educator, they may work outside the contract year on specific work for the District and receive compensation with prior written approval (e.g., email) by the principal or District Administrator.

J. Professional Growth Stipends

The District shall pay an annual stipend of \$2,000.00 to any bargaining unit member who has met any of the following criteria:

- a. Earned a PH.D. degree; or
- b. Earned National Board Certification; or
- c. Earned an advance license from a recognized professional organization that is equivalent to national board certification (District and Association must both agree to this equivalency requirement).

K. Curriculum Work

For any curriculum work that has been approved by the District, an employee shall be paid at the rate of \$42.00 per hour.

ARTICLE 24

EXTRA DUTY/ACTIVITY PAY

A. Schedule

The schedule shall consist of up to nine (9) levels with four (4) steps per level, as shown in Appendix B. Positions are grouped by category in accordance with Appendix B-1.

B. Compensation

Compensation for extra duty shall be determined by the extra duty salary schedule in Appendix B. All numbers reflect a percentage of the current base salary.

C. Payment

1. Payment shall be based on time, duration, and responsibility. Payment for similar responsibilities shall be consistent throughout the District.
2. Each contracted extra-duty person shall have the right to choose to be paid in twelve (12) equal monthly payments if responsibilities are year-long, or in one lump sum following the end of the extended responsibility, or in three (3) equal payments during the term of extended responsibilities.

D. Criteria for Placement

1. Persons new to the District shall be placed in the appropriate column for years of comparable experience in coaching that sport or activity.
2. Persons previously serving in the District in the same extra duty capacity will be placed in the appropriate column for years of experience.
3. The District will inform all Association members of any vacant extra-duty positions using the same procedures as for regular teaching positions.
4. The District may use non-bargaining unit personnel to fill these positions, after giving consideration to the qualifications of bargaining unit member applicants.

E. Extended Season

1. Coaches or advisors listed in Appendix B who are involved in Oregon School Activities Association (OSAA) or other recognized state competition beyond the regular scheduled district level competition shall receive the following extended compensation:
 - a. All coaches and/or advisors of teams or groups involved in state competition will receive a weekly salary of ten percent (10%) of their extra-duty salary for each week of involvement in the state competition. If the involvement results in time increments less than one (1) week, daily compensation shall be equal to two percent (2%) of their extra-duty salary, not to exceed ten percent (10%) for a calendar week.
 - b. Coaches and/or advisors of students involved in a state competition shall be

compensated for their involvement, subject to approval of the Superintendent.

2. The head coach and/or advisor in consultation with the District athletic director will determine the number of assistant coaches and advisors to be compensated for their involvement, subject to approval of the Superintendent or designee.

F. Primary Music Educators

1. Pay for primary music educators who have approval to take students to perform at the OMEA District II Solo and Ensemble Festival and for educators participating in the District Vocal and Instrumental Festivals will be paid at the approved curriculum rate.
2. Primary music educators who serve one building will not be reimbursed for the two expected programs per school year held outside of the regular school hours.
3. Primary music educators who serve more than one building and are expected to prepare two programs per school year in each building will be paid for the second set of programs at the educator's hourly rate.

G. Activity Pay

1. Educators who perform non-teaching activity assignments shall be compensated for such service at the rate of \$27.00 per hour.
2. Activity assignments are any non-teaching assignments requested by the administration that occur outside the normal workday. Such assignments include, but are not limited to, chaperone duties (dance, bus, fun night, etc.) and athletic event duties (timers, scorers, ticket sellers, crowd supervisors, starters, judges, public address, etc.).
3. Participation in these assignments shall be strictly voluntary.
4. The District may use non-bargaining unit personnel to perform these assignments.
5. Activity pay does not accrue when activities are an extension of professional or instructional responsibilities.

ARTICLE 25

INSURANCE

- A. The District's insurance program will provide coverage for the following:
 - 1. Full Family Hospital/Medical
 - 2. Full Family Dental with Orthodontia
 - 3. Full Family Vision;
 - 4. Employee Term Life Insurance of \$20,000 per educator
 - 5. Employee Long Term Disability (Income protection)
- B. Part-time educators may choose to participate in any of the above plans, subject to the rules and regulations of the insurance carrier(s).
- C.
 - 1. Effective October 1, 2022, the District shall contribute \$1,690.00 each month to the Insurance Pool on behalf of each full-time bargaining member.
 - 2. Effective October 1, 2023, the District shall contribute \$1,790.00 each month to the Insurance Pool on behalf of each full-time bargaining unit member.
- D. The District will contribute a pro-rata amount of the monthly insurance cap for less than full-time bargaining unit members. Less than full-time employees must be .5 FTE or more to be covered by the Insurance Pool. Employees working less than .5 FTE shall receive pro-rata insurance benefits but will not be covered by the Insurance Pool. Effective October 1, 2015, there will be one insurance pool for which all eligible (.5 FTE or above) employees will be a part of.
- E. Individuals may elect to waive coverage, subject to the rules and regulations of the insurance carrier(s). If the Insurance Pool is insufficient to cover all premium costs, the Association shall determine which individuals shall have payroll deductions.
- F. If an educator's employment is terminated prior to the end of a school year, the educator's insurance benefits shall terminate at the end of the month in which the educator's employment terminates. If an educator terminates employment at the end of the school year and has worked the full school year, the District shall, at the request of the educator, continue the insurance benefits through the month of September.
- G. If changes in the current carriers are needed, the District shall select the carrier(s) and benefit plans for the District's insurance program based on recommendations from the Association and consistent with other sections of this Article.
- H. Bargaining unit members who are married, or registered domestic partners may combine their District contributions to select medical, dental, and vision coverages from the District's insurance program. Any remaining insurance cap dollars shall be applied to the Insurance Pool.
- I. The insurance benefit year shall be from December 1 through November 30 of each year.

- J. The parties acknowledge the Pacific Source Pathfinder 1600 medical plan is a high deductible health plan that meets the Internal Revenue Service (IRS) requirements to allow a Health Savings Account. Employees in the bargaining unit enrolling in this medical plan are eligible and should establish a Health Savings Account for the purpose of paying out-of-pocket medical/dental/prescription drug expenses with pre-tax dollars provided they have no other health coverage (except as permitted by the IRS), are not enrolled in Medicare and are not a dependent of another health insurance plan. The following applies to bargaining unit employees enrolling in the Pacific Source Pathfinder 1600 medical plan:
1. Will not be eligible to sign-up to participate in the District's Flexible Spending Account (FSA) plan during the open enrollment period, per IRS rules. Employees may continue to sign-up for a FSA for dependent care purposes;
 2. Shall have the unused portion of the negotiated monthly insurance cap contributed into their established Health Savings Account plan by the District each month during the benefit year; and,
 3. May choose a Health Savings account custodian from a district approved vendor.
- K. Consistent with the language outlined in Article 25, the Association is directing the District to apply the unused insurance cap dollars (based on FTE) in the Insurance Pool be divided equally amongst all participating members in the District's insurance program to reduce out-of-pocket premium costs, and to provide additional contributions to bargaining unit employees' Health Savings Account plans.

ARTICLE 26

PAYROLL DEDUCTIONS AND ASSOCIATION DUES

A. Types of Deductions

Subject to normal accounting procedures, educators may authorize the business office to modify the payment of their contracted salary to include deductions for:

1. Tax sheltered annuities, as authorized by the Internal Revenue Service;
2. Insurance premiums;
3. Membership dues in the Association and its affiliates, including assessments and voluntary political contributions;
4. OnPoint Credit Union;
5. Clackamas Community Credit Union
6. Employee PERS/OPSRP contributions; and,
7. OEA Foundation.

B. Authorization

1. Membership dues and payroll deductions are continuous from year-to-year unless revoked in writing by the employee no later than September 30 in the school year. The Association shall provide written notice to the District of bargaining unit members who have elected to have dues deducted from their paychecks and identify the dues to be deducted from each. The Association shall also provide the District with written notice when a bargaining unit member should no longer have dues deducted.
2. If a change in the educator's deductions is desired, the authorization of the change should be submitted to the District no later than the fifteenth (15th) of any month, to be effective for the following payroll period.
3. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the West Linn-Wilsonville School District (District) of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The district shall enact dues deduction changes on the pay period following notification in accordance with the District's "cut-off-date" for payroll processing.

C. Association Dues

1. Total West Linn-Wilsonville Education Association (WWEA) dues shall be deducted equally from the first two paychecks. Dues for OEA/NEA shall be deducted in ten (10) consecutive, equal payments commencing with the third paycheck.

2. If an educator commences employment after the start of the school year, total prorated WWEA) dues shall be deducted from the first paycheck and prorated OEA/NEA dues shall begin the following month.

D. Remittance of Dues Checks

1. WWEA dues payments will be deducted in the September and October paychecks each school year and shall be remitted to the WWEA Treasurer.
2. Within ten (10) days after each pay period starting in November each school year, the District shall send to OEA an Excel-compatible register of the NEA/OEA dues, including voluntary Association contributions, deducted from each member's paycheck.
3. Within ten (10) days after each pay period starting in November, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary association contributions, deducted for the month.

E. Employee Information

The District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members). This list shall include the bargaining unit employee information required under HB 2016 and will be sent no later than August 1, December 1, and April 1 each year, as required by the law.

F. Errors

When major errors in payroll and/or payroll deductions are first discovered, the employee and the Association shall be notified immediately. If action(s) is necessary to remedy the error(s), such action(s) shall be mutually agreed upon among the District, the individual, and the Association.

G. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, unfair labor practices or judgments against the District concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 27

RETIREMENT

A. Eligibility

1. An educator who is employed by the District prior to June 30, 2007, and has completed fifteen (15) or more years of service with the District is eligible for early retirement if he or she is at least 55 years of age or has thirty (30) years in PERS and notifies the HR Director no later than May 1st.
2. An educator who is employed by the District after July 1, 2007, is not eligible for benefits under this Article.

B. Retirement Stipend and Benefits

1. Any educator taking retirement under this Article shall receive a monthly stipend of \$500. This stipend will terminate after forty-eight (48) months or at the end of the month in which the educator reaches age 62, whichever comes first.
2. In addition to the stipend provided above, any educator taking retirement under this Article shall be provided the same full family medical, dental, and vision coverage provided to regular staff members if the educator is currently enrolled in insurance at the time of retirement. Benefits shall be effective on the date of retirement and continue through the last day of the month immediately prior to the retiree's 62nd birthday.
3. An educator who meets eligibility requirements to retire under Section A of this Article, and who served a portion of District service as a part-time employee, shall receive pro- rated District Early Retirement stipend and benefits calculated to include the fifteen (15) years of his/her service with the greatest percentage of full-time equivalency in the District. The employee shall not be penalized in early retirement stipend or benefits if he/she has worked beyond the defined eligibility period.
4. If an educator's spouse is over the age of 65 at time of educator's retirement, they will term their insurance at the end of the month prior to educator's retirement date and be Medicare eligible. It is the responsibility of the spouse to register for Medicare in a timely manner. Failure to do so may result in a lapse of coverage and/or penalty from Social Security Administration.
5. If educator's spouse reaches age 65 during the term of this agreement, they will be Medicare eligible and will be termed from district insurance at the end of the month prior to turning 65. It is the responsibility of the spouse to register for Medicare in a timely manner. Failure to do so may result in a lapse of coverage and/or penalty from Social Security Administration.

C. Retirement Options

1. The retiree may elect to receive the monthly stipend and insurance benefits as outlined in Section B. above.
2. As an alternative, at the time of retirement, a separate calculation shall be made for each retiree. This calculation shall include the value of the stipend (stipend amount times up to 48 months) and the value of the insurance (current premium costs of medical, dental and vision plans times number of months until age 62). This total

shall be the value of that individual's retirement package.

- a. Allocation of this retirement package shall be at the discretion of the retiree. The retiree may choose to receive a monthly stipend, purchase group insurance benefits, or a combination thereof. Any changes in the allocation of these funds shall be made in writing to the District.
- b. At the request of the retiree, the monthly allocation may be reduced and paid out over a longer period of time than forty-eight months, so long as the total cost to the District does not exceed the value of the individual's retirement package.

D. Notification

An educator exercising this option must give written notice thereof to the District no later than sixty (60) days prior to the retirement date.

E. Re-employment of Retired Employees

Employees who choose to retire during their current contract year may be re-hired to finish the current contract year under the following conditions:

1. Employees will be notified of whether or not they will be re-hired within thirty (30) days after their application for early retirement. They may withdraw that application within ten (10) days of said notification
2. Selected for re-hire, a bargaining unit member may continue to work as a temporary employee at his/her current contracted salary and benefits for a period not to exceed his/her current contracted work year.
3. Employees may defer any contractual early retirement benefits for which they are eligible until the end of their work contract; or, at their option, they may elect their early retirement benefits at the time of their retirement.

ARTICLE 28

PART-TIME EDUCATORS

- A. Part-time educators shall be recognized as any certified educator employed less than full- time.
- B. Part-time educators who are required to participate in an all-day in-service shall receive additional pay for hours worked beyond their contracts. They shall participate in scheduled workdays according to their contractual requirements.
- C. Part-time educators shall be appropriately placed on the Salary Schedule, receiving prorated salaries and one (1) step increment for each year of service.
- D. Part-time educators shall receive prorated insurance benefits, sick leave, prep time, and other contractual benefits.
- E. Each part-time educator shall receive written notice from the District indicating the percentage of full-time equivalency that individual is contracted for. Such notice shall also indicate the amount of prorated salary and insurance benefits, as well as placement on the Salary Schedule. The educator will sign such notice verifying receipt and a copy shall be placed in the personnel file.
- F. The District shall attempt to schedule part-time educators' time and/or teaching periods consecutively. Where consecutive scheduling is not possible, the educator shall be notified prior to hiring and/or be allowed to resign from portions of the assignments without penalty.
- G. Part-time educators' salary will be determined as a ratio of hours worked: eight (8) hours. That ratio shall be consistent with preparation and teaching times of full-time staff.

ARTICLE 29

NO STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the Association and its members agree not to participate in or sanction any strike against the District as a result of any dispute with the District. The Association agrees to instruct its members in their obligation under this Article.
- B. The District will not, as a result of a dispute with the Association, lockout members of the bargaining unit during the term of this Agreement

ARTICLE 30

COMPLIANCE

- A. This Agreement shall supersede any individual teacher contract.
- B. In cases of direct conflict with Board policy or District administrative regulations, the terms of this Agreement shall prevail.
- C. In cases of direct conflict with local, state, or federal laws or regulations, such regulations shall prevail.

ARTICLE 31

SEVERABILITY

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. The parties shall enter negotiations for the purposes of attempting to arrive at a mutually satisfactory replacement for a provision declared unlawful.

ARTICLE 32

EDUCATOR FACILITIES AND SUPPLIES

A. Facilities

The District shall make every effort to provide an area in each school for educators' lunch space, and a suitable workspace for them to prepare, plan and conduct business. With supervisor approval, itinerant educators shall be allowed to work remotely to complete assigned duties. Furthermore, the District shall provide educators with the necessary and appropriate equipment, supplies and technology required for the effective performance of duties. Vending machines and other items may be installed in educators' facilities at the expense of educators, with use of revenue to be determined by those educators.

B. Key Checkout Procedure

The District will provide keys (with alarm code) to main building entrance and individual workspace/classroom to allow educators access to their worksite for performance of their job duties.

C. Communications

The District will provide additional or alternative communication devices as needed to conduct required work-related business.

ARTICLE 33

EMPLOYEE ASSISTANCE PROGRAM

- A. The District shall provide an Employee Assistance Program (EAP). Services provided through this program shall include, but are not limited to, problems related to stress, alcohol/drugs, marital and family status, divorce, depression, financial or legal difficulties, prolonged illness, or job-related relationships.
- B. The EAP shall provide professional and confidential assessment and counseling services for all employees and/or members of the employee's family.
- C. Referral to the EAP shall be either self-referred or supervisor referred. Participation in the EAP shall be strictly voluntary.
- D. Program materials and information will be available in each building. In addition, program information shall be presented during staff meetings.

ARTICLE 34

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2022 and remain in full force and effect until June 30, 2024.
- B. This contract constitutes the sole and entire existing agreement between the parties. This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the District and the Association.
- C. Rights granted under this Agreement shall terminate on the expiration date of this Agreement, consistent with Oregon law.
- D. Having duly ratified this Agreement, the parties have authorized their representatives to indicate their acceptance thereof:

Signed and dated the 21 day of September 2022

FOR THE ASSOCIATION


FOR THE DISTRICT



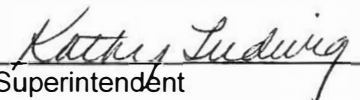
President, WWEA



Board of Directors



Negotiations Chair



Superintendent

**APPENDIX A-1
WEST LINN-WILSONVILLE SCHOOL DISTRICT**

SALARY SCHEDULE eff. July 1, 2022

	BA	BA + 24	BA + 45	BA + 60 MA	MA + 24	MA + 45
STEP						
1	\$47,468	\$49,365	\$50,847	\$52,372	\$53,422	\$54,489
2	\$49,365	\$51,341	\$52,881	\$54,468	\$55,558	\$56,668
3	\$51,341	\$53,394	\$54,997	\$56,649	\$57,781	\$58,935
4	\$53,394	\$55,530	\$57,197	\$58,913	\$60,091	\$61,293
5	\$55,530	\$57,752	\$59,483	\$61,269	\$62,494	\$63,744
6	\$57,752	\$60,062	\$61,864	\$63,720	\$64,993	\$66,296
7	\$60,062	\$62,465	\$64,338	\$66,268	\$67,593	\$68,945
8	\$62,465	\$64,964	\$66,914	\$68,918	\$70,298	\$71,703
9	\$64,964	\$67,560	\$69,588	\$71,677	\$73,110	\$74,572
10	\$67,560	\$70,263	\$72,373	\$74,542	\$76,034	\$77,554
11	\$70,263	\$73,074	\$75,266	\$77,524	\$79,075	\$80,658
12	\$73,074	\$75,997	\$78,278	\$80,626	\$82,237	\$83,882
13			\$81,408	\$83,850	\$85,527	\$87,238
14				\$87,204	\$88,948	\$90,728
15						\$94,356

6% increase over 2021-2022 Salary Schedule
District pays 6% PERS for employee

**APPENDIX A-2
WEST LINN-WILSONVILLE SCHOOL DISTRICT**

SALARY SCHEDULE eff. July 1, 2023

	BA	BA + 24	BA + 45	BA + 60 MA	MA + 24	MA + 45
STEP						
1	\$47,468	\$49,367	\$50,848	\$52,371	\$53,420	\$54,489
2	\$51,340	\$53,395	\$54,996	\$56,647	\$57,780	\$58,935
3	\$53,395	\$55,530	\$57,197	\$58,915	\$60,092	\$61,292
4	\$55,530	\$57,751	\$59,485	\$61,270	\$62,493	\$63,745
5	\$57,751	\$60,062	\$61,862	\$63,720	\$64,994	\$66,294
6	\$60,062	\$62,464	\$64,339	\$66,269	\$67,593	\$68,948
7	\$62,465	\$64,964	\$66,913	\$68,919	\$70,297	\$71,703
8	\$64,964	\$67,563	\$69,591	\$71,675	\$73,110	\$74,571
9	\$67,563	\$70,262	\$72,372	\$74,544	\$76,034	\$77,555
10	\$70,262	\$73,074	\$75,268	\$77,524	\$79,075	\$80,656
11	\$73,074	\$75,997	\$78,277	\$80,625	\$82,238	\$83,884
12	\$75,997	\$79,037	\$81,409	\$83,851	\$85,526	\$87,237
13	\$79,037	\$82,198	\$84,664	\$87,204	\$88,948	\$90,728
14			\$88,051	\$90,692	\$92,506	\$94,357
15				\$94,320	\$96,206	\$98,130
16						\$102,055

4% Increase over 2022-2023 Salary Schedule
Step 1 from 2022-2023 Salary Schedule Deleted
New Step added to each column on 2023-2024 Salary Schedule
District Pays PERS for Employee

**APPENDIX A-3
WEST LINN-WILSONVILLE SCHOOL DISTRICT**

2022-2024 INDEX SCHEDULE

	BA	BA+24	BA+45	BA+60/MA	MA+24	MA+45
STEP						
1	1.0000	1.0400	1.0712	1.1033	1.1254	1.1479
2	1.0400	1.0816	1.1140	1.1474	1.1704	1.1938
3	1.0816	1.1249	1.1586	1.1933	1.2172	1.2416
4	1.1249	1.1699	1.2049	1.2411	1.2659	1.2912
5	1.1699	1.2167	1.2531	1.2907	1.3166	1.3429
6	1.2167	1.2653	1.3033	1.3423	1.3692	1.3966
7	1.2653	1.3159	1.3554	1.3960	1.4240	1.4525
8	1.3159	1.3686	1.4096	1.4519	1.4809	1.5106
9	1.3686	1.4233	1.4660	1.5099	1.5402	1.5710
10	1.4233	1.4802	1.5246	1.5703	1.6018	1.6338
11	1.4802	1.5395	1.5856	1.6332	1.6659	1.6992
12	1.5395	1.6011	1.6490	1.6985	1.7325	1.7671
13			1.7150	1.7664	1.8018	1.8378
14				1.8371	1.8739	1.9113
15						1.9878

APPENDIX B

West Linn-Wilsonville Extra-Duty

Salary Schedule 2022-2024

Category	Step 1	Step 2	Step 3	Step 4
A	16.0%	16.5%	17.0%	17.5%
B	14.0	14.5	15.0	15.5
C	12.0	12.5	13.0	13.5
D	9.0	9.5	10.0	10.5
E	7.5	8.0	8.5	9.0
F	6.0	6.5	7.0	7.5
G	4.5	5.0	5.5	6.0
H	2.5	3.0	3.5	4.0
I	1.0	1.5	2.0	2.5

Note: Percentages refer to a percent of the then-current base salary as shown in Appendix A-1 and Appendix A-2.

APPENDIX B-1

Extra Duty Categories

Category A/*AA Head Football Head Basketball Head Wrestling	Category B/*BB Head Baseball Head Track Head Softball Head Volleyball Head Soccer Head Dance Team HS ASB Advisor Head Lacrosse Head Cheerleading (per season)	Category C/*CC HS Band HS Choral Events Manager Instructional Coordinator TOSA HS Art Director Head Tennis Head Golf Head Cross Country Head Swimming
Category D/*DD HS Drama Program Director MS Track HS Department Heads	Category E HS Orchestra HS Director of Musical Academic Coaching (per season)	Category *EE Crew Advisor MS Art Director
Category F/*FF MS Leadership Coordinator (per grade)	Category G Director of Play Yearbook School Newspaper Literary Magazine MS Jazz MS Band MS Orchestra MS Choral HS Club/or Class Advisor (Model UN, Speech/Debate, DECA, FBLA, ISEF, National Honor Society, Thespians, Mock Trial, Science Club, International Club, Middle School Clubs)	Category H/*HH Outdoor School Coordinator Outdoor School Teacher HS May Day/May Festival Coordinator

Notes:


1. Assistants paid at 70% of head coach/advisor, but on individual's own experience level
2. Technical Director for play/musical paid at 70% of category, but on individual's own experience level. Other assistants for play musical pad at 60% at own experience step.
3. Criteria for Paid Club Advisor – two or more of the following: year-long duty; required responsibilities with students during non-work hours/evenings/Saturday; out-of-district competitions; national/state recognition.

THIS MEMORANDUM IS CONTINUED AS PART OF THE 2022-2024 WVEA CONTRACT
APPENDIX C PROTOCOL ON CRITICAL ISSUES
between the
WEST LINN- WILSONVILLE EDUCATION ASSOCIATION
and the
WEST LINN-WILSONVILLE SCHOOL DISTRICT

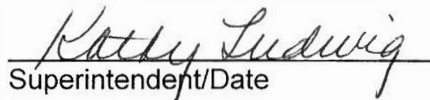
1. The parties to this Protocol agree that there are critical concerns to all school district employees in the West Linn-Wilsonville School District.
2. Further, the parties have expressed a joint desire to establish a formal process to study these complex subjects as they relate to all programs and classrooms within the District.
3. Further, the parties have expressed a joint desire to participate in an ongoing discussion of critical issues such as class size and workload, serving high needs students, integrating technology into classroom instruction, curriculum benchmarks and assessment and other mutually agreed upon issues.
4. Therefore, it is hereby agreed that by this Protocol a joint District-Association Critical Issues Study Group will be formed.
5. This Study Group shall be composed of WVEA members from every building and/or program appointed by the Association and a similar number of administrators/designees appointed by the Superintendent. The Study Group may also call on other District employees to serve as resource personnel.
6. The Study Group shall select their own officers and leaders by a majority vote of the total group.
7. The Study Group shall be charged with:
 - a. Focusing the critical issues studies on enhancing student learning and the effectiveness of all licensed staff.
 - b. Reviewing current conditions and collect existing data regarding critical issues.
 - c. Conducting a search of relevant research including best practices, anecdotal data, case studies and current theory.
 - d. Analyzing the differences between current practices and conditions and what the research indicates are best practices and conditions.
 - e. Making recommendations to teachers, principals, administrators, and the District that may include pilot projects, action research, program modifications, organizational changes, or other options/ideas that the Critical Issues Study Group may identify.

FOR THE ASSOCIATION

FOR THE DISTRICT

 9/27/22

President/Date

 9/27/22

Superintendent/Date

THIS MEMORANDUM IS CONTINUED AS PART OF THE 2022-2024 WWEA CONTRACT
APPENDIX D

MEMORANDUM OF UNDERSTANDING
between the
WEST LINN-WILSONVILLE EDUCATION ASSOCIATION
and the
WEST LINN-WILSONVILLE SCHOOL DISTRICT


Early Bird Classes

Having reached certain understandings, the parties declare as follows:

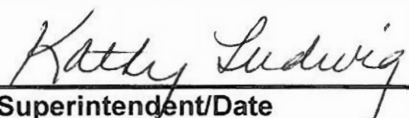
The District may offer "early bird" classes, classes that are held prior to the start of the regular school day, if the following conditions are met:

1. Teacher participation in early bird classes shall be strictly voluntary.
2. Teachers teaching early bird classes shall be compensated by:
 - a. a workday that is adjusted forward (their eight-hour workday will start sooner and end sooner than other staff); or
 - b. receiving an additional stipend of twenty percent (20%) of their annual salary if they maintain a full teaching load during the regular school day. Part Time educators teaching a regular Early Bird Class shall be compensated at the 1.0 FTE rate regardless of their current FTE.
3. Teachers teaching early bird classes will have the same amount of preparation time as other staff members, as provided by the WWEA contract. Teachers will not teach early bird classes on the prep period, nor will an early bird class be substituted for or used to reduce prep time.
4. This constitutes the full agreement between the parties.

For the Association:

 9/27/22
President/Date

For the District:

 9/27/22
Superintendent/Date

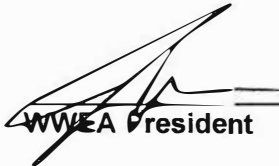
THIS MEMORANDUM IS CONTINUED AS PART OF THE 2022-2024 WWEA CONTRACT
APPENDIX E

MEMORANDUM OF UNDERSTANDING
between the
WEST LINN- WILSONVILLE EDUCATION ASSOCIATION
and the
WEST LINN-WILSONVILLE SCHOOL DISTRICT

Re: PERS/OPSRP Pick-up

This is written to confirm the parties understanding that paragraph G. in Article 23 – compensation provides the District to “pick-up” the employee’s six percent (6%) PERS/OPSRP obligation in lieu of a six percent (6%) salary adjustment. Should the PERS/OPSRP “pick-up” be declared illegal or discounted by voter action, administrative rule, or legislation, then the licensed salary schedule shall be increased by six percent (6%) on the same date the PERS/OPSRP “pick-up” is discontinued.

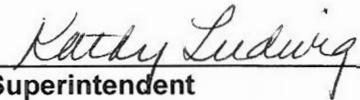
For the Association:



WWEA President

9/27/22
Date

For the District:



Superintendent

9/27/22
Date