SPRINGFIELD PUBLIC SCHOOLS
Every Student, Every Day

April 8, 2025

Springfield Public Schools – Initial Proposals for Successor Bargaining

This cover document accompanies the District's initial proposals as part of the formal process of collective bargaining with the Springfield Education Association. In accordance with applicable labor laws and the timelines established by the existing agreement, the District presents this proposal package to initiate negotiations with the goal of developing a successor collective bargaining agreement.

Guiding Principles – The District's approach to bargaining is grounded in the following principles:

- **Student-Centered Decision-Making**: We aim to ensure that proposals support improved outcomes for all students.
- **Collaboration and Respect**: We seek to engage in good-faith negotiations that reflect mutual respect and a shared commitment to public education.
- **Fiscal Sustainability**: We are committed to offering a fair and competitive compensation package while maintaining long-term financial health for the district.
- **Operational Clarity**: We aim to improve contractual language for consistency, clarity, and effective implementation.

The District is committed to a transparent, timely, and solution-focused bargaining process. We look forward to working collaboratively with SEA to reach a mutually beneficial agreement that reflects our shared values and collective responsibilities.

Attached hereto are the initial proposals for successor bargaining.

Submitted on behalf of Springfield Public Schools

Dustin Reese
Director of Human Resources

I. RECOGNITION

A. This Agreement made the 9th of May 2022, by and between the Board of Directors on behalf of Springfield Public Schools, Lane County, Oregon, herein called "Board" or "District," and the Springfield Education Association herein called "Association."

B. The Board recognizes the Springfield Education Association, an affiliate of the Oregon Education Association and the National Education Association, as the exclusive representative, as defined in Oregon Revised Statutes (ORS) 243.650 (1), of all full- and part-time contract, and probationary employees licensed by the Teachers and Standards Practices Commission (TSPC)~~probationary, or temporary licensed employees~~. All nurses, athletic trainers, licensed social workers, psychologists, occupational therapists, physical therapists, speech language pathologists, and board-certified behavior analysts are included in this definition.

C. Specifically excluded from the bargaining unit are supervisory, executive, confidential personnel, substitutes, temporary employees, interns and licensed personnel who are contracted to work as tutors. "Substitutes" are defined as licensed staff members hired on a daily basis who may be assigned up to ninety (90) consecutive workdays in one (1) assignment during one (1) school year. Temporary teachers are defined as any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher (ORS 342.815).

D. All District-initiated charter school licensed staff members must be licensed and shall therefore, be covered by the collective bargaining agreement.

II. STATUS OF AGREEMENT

A. This Agreement will modify or replace any policies, rules, regulations, procedures or practices of the District that are contrary or inconsistent with its terms. It is recognized that school reform and other developments may generate proposals for changes in school structures or procedures that conflict with the Agreement. In such case, the District representative and the Association representative responsible for contract management will meet informally in an attempt to resolve the conflict. Solution options may include, but are not limited to, temporary suspensions of contract language, contract modifications and pilot projects for exploring new programs or procedures. When necessary, the issue may be referred to the bargaining teams in writing. The Association agrees that if it does not file a demand to bargain with the District within fourteen (14) days of the written notification, the Association waives its right to bargain over the change or the impact of the change identified in the notice. . The parties will encourage employees, administrators and community members to provide information and ideas relative to the issue as they seek resolution.

B. If any provision of this Agreement is held to be invalid by operation of law or by a 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 will not be affected thereby, and upon the request of either the Board or the Association the parties will enter ~~into~~ negotiations pursuant to ORS 243.702 for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

C. Any individual contract between the Board and an individual licensed staff member heretofore or hereafter executed will be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement will be controlling.

D. There will be two (2) signed copies of the final Agreement for the purpose of records. One (1) will be retained by the District and one (1) by the Association. The Board agrees to strive to duplicate sufficient copies of this Agreement for all employed licensed staff members and agrees to deliver those copies to the Association for distribution to licensed staff members within forty-five (45) days of ratification of this Agreement by both parties.

E. Funding. If District revenues from the State of Oregon School Support Fund fail to increase for any school year by an amount at least equal to the average annual change in Consumer Price Index for Urban Wage Earners (CPI-U), All U.S. Cities Average, for the twelve-month (12-month) period ending the immediately previous December 31, either party may reopen economic portions of the contract by providing written notice to the other. The parties will confer regarding changes in the benefits provisions of this Agreement, but if they fail to produce agreement after a reasonable period of conferring, this Agreement shall continue in full force and effect.

III. GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to solve grievances at the lowest possible level.

B. DEFINITIONS

1. Grievance: A "grievance" is a claim by a licensed staff member, the Association, or the District based upon the misinterpretation, misapplication, or violation of this Agreement.~~or the Association based upon the misinterpretation, misapplication or violation of this Agreement.~~

2. Grievant: A "grievant" is the party making the claim, and may include an individual licensed staff member, the Association, or the District.

3. Days: The word "days" refers to a contractual day when the grievant is required to be in attendance.

C. REPRESENTATION AND RESPONSIBILITIES

1. Representation

Any party initiating or responding to a grievance may be represented by counsel and/or a designated Association representative. This includes the District when acting as a grievant. ~~Any grievant may be accompanied at all stages of this procedure by an Association representative and/or an attorney of their own choosing. The Association will have the right to be present at all stages of the procedure.~~ If either party intends to bring an attorney to any stage of the grievance procedure, they will provide the other side at least three (3) days' notice of this intention.

2. Group or Organizational Grievance

If a contractual grievance affects a group or class of licensed staff members, or a situation affecting the District collectively, the grievance may be submitted through the Association, such grievants jointly, or by the District in writing to the superintendent directly, and the processing of such grievance will commence at Level Two. ~~If a contractual grievance affects a group or class of licensed staff members, the grievance may be submitted through the Association or through such grievants jointly in writing to the superintendent directly and the processing of such grievance will commence at Level Two.~~

Time lines for group grievances will be seven (7) days longer at each level than individual grievance time lines. Group grievance time lines may be extended by mutual agreement.

3. Non-Reprisal

No reprisals of any kind will be taken by the District or any member of the administration or by any Association member or representative against any participant in any grievance

procedure by reason of such participation.

D. OPERATING LIMITS

1. Time Limits

The number of days indicated at each level as the period for action is considered a maximum. Specified time limits may, however, be extended by mutual agreement in writing.

2. Year-End Grievances

In the event a grievance is filed at such a time that it cannot be processed through the steps in this procedure by the end of the school term of the aggrieved, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

3. Meetings and Hearings

Unless mutually agreed by the grievant and the District, meetings and hearings under this grievance procedure will not be conducted in public and will include only aggrieved parties and their designated representatives; provided, if grievances are filed jointly, there will be a single designated representative for all joint aggrieved parties. The District may not have more than three (3) administrative personnel and their representative present at the hearing. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

4. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant and decisions rendered at subsequent levels of the procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association. Decisions rendered at Level Three will be in accordance with the procedures set forth in Section III.E.3.c of this procedure.

5. Grievance Form

Grievances will be filed on the form provided by the District and will include the following:

a. A clear and concise statement of the grounds upon which the grievance is based.

b. The article or provision of the contract allegedly misinterpreted, misapplied or violated.

c. The specific relief requested.

d. The reasons why the grievant considered the decision rendered unacceptable.

e. The signature of the grievant.

6. In accordance with ORS 342.895 (5), no grievance or complaint to the School Board shall be filed by any licensed staff member while any program of assistance for improvement is in progress. Options for the licensed staff member after conclusion of the program of assistance for improvement are as stated in ORS 342.895 (5).

E. THE PROCEDURE

1. Level One: Supervisor

a. A grievant will, within fifteen (15) days of their first knowledge of the facts upon which the grievance is based, discuss it with their principal or immediate supervisor with the objective of resolving the matter informally. If the District is the grievant, it will submit a written notice of grievance to the Association president or designee. The Association and District representative will meet to attempt informal resolution.

~~b.~~ If the grievant (whether a licensed staff member, the Association, or the District) is not satisfied with the informal disposition of the grievance, they may file a written grievance with the principal (or, in the case of a District-initiated grievance, with the Association president or designee) within ten (10) days of the informal meeting. The recipient of the grievance (principal or Association) will issue a written decision within five (5) days and attach it to the original written grievance. During the five-day (5-day) period, either party may convene an additional informal conference by providing at least two (2) days' notice to the other party. ~~If the grievant is not satisfied with the informal disposition of their grievance, they may file a written grievance with their principal within ten (10) days of the informal meeting. The principal will make a written decision within five (5) days and attach it to the original written grievance. During the five-day (5-day) period, the principal or supervisor may convene an additional informal conference by giving to the parties two (2) days' notice of such conference.~~

2. Level Two: Superintendent

a. If the grievant is not satisfied with the disposition of their grievance the grievant may appeal in writing to the superintendent. The notice of appeal will include a copy of the decision being appealed and the ground or grounds for contending that the decision is unacceptable. The notice of appeal will be in writing and delivered to the Human Resources Office within ten (10) days after the grievant receives notice of the Level One decision or within fifteen (15) days after presentation of the grievance, if no written decision was rendered at Level One.

b. Appeals to the superintendent will be heard by the superintendent or a designated representative within ten (10) days of the superintendent's receipt of the appeal. Written notice of the time and place of the hearing and, if a representative is designated, notice of such designation, will be given five (5) days prior thereto to the parties in interest and the Association.

c. If a representative is designated by the superintendent to conduct the hearing:

(1) The representative will not have attended or been a part of the Level One discussion.

(2) Once designated for a hearing, the representative will conduct the hearing and will not be replaced during the processing of the grievance, unless required due to health or emergency.

(3) Within five (5) days of hearing the appeal, the representative will render written findings and a recommended decision to the superintendent. The representative will provide a copy of the findings and recommended decision to all parties in interest. Within five (5) days of the representative's recommended decision, either side may submit to the Superintendent written rebuttal evidence based on information submitted in the original grievance. Within ten (10) days of the receipt of rebuttal evidence or the appeal hearing if there is no rebuttal evidence, the superintendent will communicate to all parties in interest the written decision which will include supporting reasons.

3. Level Three: Arbitration

Level Three is for disputes over the meaning and interpretation, or application of the terms of this Agreement. Arbitration related to reduction in staff will be conducted in accordance with procedures listed under Article XXII. REDUCTION IN STAFF.

~~a. Within ten (10) days of the decision at Level Two, or if no written decision has been rendered within the required time, the grievant may address to the Association a request that the decision rendered under Level Two be submitted to arbitration. If the Association so determines, it may submit the contractual grievance to arbitration within five (5) days after receipt of the request from the grievant, which submission will be affected by notice to the District.~~

a. If either the Association or the District determines the matter should be submitted to arbitration, the initiating party may do so by notifying the other within five (5) days of the Level Two decision.

b. Subject to express provisions of this Agreement, the selection of the arbitrator and subsequent proceedings will be conducted according to the rules and procedures of the American Arbitration Association.

c. The arbitrator will interpret the Agreement and determine if it has been misinterpreted, misapplied or violated. The arbitrator will have no power to add to, subtract from, or to modify the terms of this Agreement. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision will be submitted to the District and to the Association and will, within the scope of the arbitrator's authority, be final and binding to both parties.

d. Costs of the arbitration, other than the costs incurred by each party in presenting its case, will be borne equally by the parties.

e. Except for rebuttal evidence, any information, material, or testimony of witnesses not previously made known to each party during Level Two of the grievance procedures may not be used in arbitration without at least seventy-two (72) hours' prior notice to the other party.

f. The names of the witnesses who will be used in arbitration must be made known to the other party seventy-two (72) hours' prior to the first arbitration session.

~~F. DISTRICT ADOPTED PROCEDURES~~

~~1. The District will adopt grievance procedures for grievances based on claims by a licensed staff member or the Association based upon the misinterpretation, misapplication or violation of District policies, rules or regulations or administrative decisions affecting a staff member represented by the Association.~~

~~2. The procedures will be the same as those provided in this Agreement, except the following:~~

~~a. Grievance will not include contract grievances.~~

~~b. Group grievances will be deleted.~~

~~c. Level Three will provide for appeal to the Board instead of arbitration. The decision of the Board will be final and binding to the parties.~~

~~3.~~4. ~~Separate Grievance File. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel files of any of the participants.~~

V. ASSOCIATION RIGHTS

A. ROOMS: The Association may use school rooms and other meeting rooms for Association business meetings at no cost to the Association provided there is no additional cost to the District.

B. BULLETIN BOARDS: The Association may post Association materials on bulletin boards located in faculty rooms and work rooms. All materials must comply with State law and District policy with respect to campaign and election information.

C. DISTRICT MAIL AND MAILBOXES: The Association may use interschool mail and employee mailboxes for communications. The Association shall hold the District harmless against claims by the U.S. Postal Service, any state or federal agency or any individual or group of individuals regarding the Association's use of the District's mail service.

D. DISTRICT'S FINANCIAL INFORMATION: The Association will have the right to all available factual information concerning the financial resources of the District.

E. USE OF SCHOOL EQUIPMENT: The Association will have the right to use school office equipment for Association business when such equipment is not otherwise in use, provided that the equipment is not assigned to an individual. The Association will pay for the reasonable costs of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

F. FACULTY MEETINGS: Upon request and with prior notification of the building administrator, the Association will be allowed to speak briefly at the end of any regularly scheduled faculty meeting. The Association will have the opportunity to suggest items for the agenda.

G. COMMUNICATION: The District and Association will work in a collaborative effort in order for the Association to have the same information the District uses. The goal is for both the District and the Association to have common understandings in the following areas:

1. Review the licensed staffing process for each site, which would include any conversions of full-time equivalence (FTE) for any Association member.

2. Yearly, in October, review the official District count on instructional hours for each school.

3. Each semester (for schools on a semester schedule) and trimester (for schools on a trimester schedule) review class size data for each school using student data system.

The District will provide to the Association president a copy of the proposed school calendar at least two (2) weeks prior to the Board's consideration of the proposed calendar and will provide the Association with an opportunity for input during the Board's deliberations.

H. NEW TEACHER ORIENTATION: The Association will have a minimum of four (4) consecutive hours at new teacher orientation when the orientation is at least two days in length. If the orientation is one day, then the Association will have at least two (2) hours. If additional new teacher orientations are scheduled during the year, the Association will have one-fourth (1/4th) of the training time, to be not less than thirty (30) minutes.

VI. PAID LEAVES

A. COURT APPEARANCE LEAVE

1. Employees receiving notice that they are being called to jury duty will inform their building administrator and then keep the building administrator updated on both whether or not they have to report and whether or not they are selected to serve on a jury. In addition, employees receiving notice that they are being called to jury duty during September or the working days in June must petition the court for release.

2. Judicial or Administrative Proceedings:

   a. Licensed staff members subpoenaed in a judicial or administrative proceeding related to District matters in which the licensed staff member is neither a party nor has an interest will not lose compensation for the term of the appearance.

   b. If a licensed staff member must appear in a court on a case in which the licensed staff member does have an interest (is not part of the licensed staff member's District responsibilities), the pay of a substitute shall be deducted from the licensed staff member's salary after all available personal leave is exhausted.

   c. The District will not provide paid leave for any licensed staff member for participation in action taken against the District.

   d. A member testifying before the School Board regarding a recommendation for dismissal, contract non-extension, or non-renewal of another employee shall not lose compensation for the period of appearance.

3. Payments to the licensed staff member for jury duty and witness fees will be endorsed by the licensed staff member payable to the District unless the absence was a non-paid day as defined in Article VI.A.2. The licensed staff member may keep their mileage fees.

~~B. ASSOCIATION LEAVE~~

~~1. Upon request of the Association, the District will grant to the Association thirty five (35) days leave at no cost to the Association. Such leave will be for the purpose of collective bargaining, grievance processing and performance of the general duties of the Association in its role as the exclusive representative for its members with the District. Three (3) days' written notice will be given to the District by the Association president or his/her designated representative. This notice will include the purpose, name and assignment of persons taking the leave. In cases of emergency the parties agree the time requirement may be waived.~~

~~2. An additional thirty-five (35) days of leave will be granted upon request for which the Association will reimburse the District for the cost of the substitutes, if used, at the established substitute rate of pay. The use of these days will conform to the purposes specified in Article VI.B.2.~~

~~3. The president of the Association will be released up to full time, if so requested by the Association, to fulfill the duties of the office.~~

~~a. The duties of the office include collective bargaining, grievance processing, and performance of the general duties of the Association in its role as exclusive representative.~~

~~b. During the term of the leave, the president will receive their regular pay from the District.~~

~~c. The Association will reimburse the District for the president's salary including fixed payroll expenses at a percentage proportionate to the amount of the leave requested.~~

~~d. The Association will arrange for separate Workers' Compensation insurance coverage for the president.~~

~~e. At the beginning of each school year, the president will notify the District if they wish to be credited with ten (10) days of sick leave for the ensuing year (as per Section D of this Article). If so, the Association will reimburse the District for said sick days at the normal substitute rate.~~

~~f. Leave time shall apply toward all benefits.~~

~~g. As the SEA president's term of office draws to an end, the SEA president and the Human Resources director will meet to discuss placement options. After discussing positions available for the coming year, the SEA president will submit a top three list including placement location and assignment. The SEA president will then be placed before voluntary and involuntary transfers are placed as well as before any hiring is complete.~~

~~C.~~B. PAID PERSONAL LEAVE

1. Definition. "Employee-initiated absence" will include Paid Personal Leave, Unpaid Personal Leave and Professional Development Leave.

2. Allocation. At the beginning of the school year, each licensed staff member will be granted three (3) days of personal leave to be used at such time and for such reasons as deemed appropriate by each individual employee~~, subject only to the following limitations:~~.

3. The employee shall give five (5) days' advance notice when leave is desired, unless circumstances beyond their control prevent such advance notice. The employee's request will state the date and time, either half day or full day, of the anticipated absence.

~~1.~~4. Paid personal leave may be used~~Use of leave~~ on any day before or after a holiday, or other recess period or during the first or last two (2) weeks of the licensed staff member's work year~~, for employee-initiated absences will be allowed under the following conditions:~~. Paid personal leave may not be combined with any other leave, including sick leave, to create an extended absence during these periods, except in cases of documented medical necessity as approved by the District.

~~(1) Requests for leaves must be made electronically and/or in writing to the building administrator.~~

~~(2) The Human Resources Department will approve a maximum of thirty (30) licensed staff members to be released for employee- initiated absences.~~

~~(3) Employee-initiated absences will include Paid Personal Leave, Professional Development paid days, and Personal Leave (unpaid).~~

~~2.~~5. Maximum licensed staff to be released on any one (1) day for employee-initiated absences for personal and professional leave will not exceed the following building ratio:

1 to 19 licensed staff	—	two (2) employees
20 to 29 licensed staff	—	three (3) employees
30 to 39 licensed staff	—	four (4) employees
40 to 49 licensed staff	—	five (5) employees
50 to 59 licensed staff	—	six (6) employees
60 to 69 licensed staff	—	seven (7) employees
70 to 79 licensed staff	—	eight (8) employees
80 to 89 licensed staff	—	nine (9) employees
90 to 99 licensed staff	—	ten (10) employees

~~3. With regard to use of this leave for personal needs, the intent of this provision is to provide leave for events that normally would cause the employee to be absent whether paid or not.~~

~~4.~~6. Absences for coaching District athletic contests will not be included in these limits. The principal has the sole discretion to permit more licensed staff member absences on any day than the maximums described above.

~~5.~~7. The employee will be granted one (1) additional day of paid personal leave for retirement counseling, during the final year of employment under the PERS/OPSRP system.

~~6. Unpaid leave provisions are described in Article VIII.A, page 25.~~

C. PROFESSIONAL DEVELOPMENT DAYS

Each employee will have available each year two (2) paid release days for participation in professional development activities related to the employee's current or District-approved future teaching assignment or, as approved by the principal, to observe teacher(s) in the classroom or for a clinic related to a current extracurricular assignment. Release days may be denied if not requested at least five (5) days in advance.

1. To access these professional days, the employee must both:

a. Show a connection between their chosen task and their professional goals, building goals, district initiatives or student learning goals (SLG), AND

b. Articulate how they plan to share their learning upon return. Plans for sharing the learning must be impactful to others' practice, submitted at the time of the request and approved by the building administrator before the leave occurs. Share out ideas may include but are not limited to a written summary; discussion(s) with his/her teaching partner(s), grade- or subject-level team, PLC, leadership team, building, or peers in another school; or offering a professional development activity (Seminar or other) to staff in the District.

c. As of July 1, 2020, if a teacher is enrolled in a three (3) day Research for Better Teaching (RBT) module while accessing their two (2) professional development days, they will be able to submit for a third professional development day for that module. All three (3) days shall be requested at the same time.

2. Use of leave on any day before or after a holiday or other recess period, or during the first or last two (2) weeks of the licensed staff member's work year. Professional development days may not be combined with any other leave, including sick leave, to create an extended absence during these periods, except in cases of documented medical necessity as approved by the District.

D. SICK LEAVE

1. Allocation. Sick leave is granted at the rate of ten (10) days per year and will accumulate. All employees will be credited with their full annual sick leave benefits on the first contract day of the school year. A licensed staff member absent from work on sick leave will be paid their full salary for the period of such absence not exceeding the total amount of sick leave the licensed staff member has accumulated.

Employees terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, will reimburse the District for the excess days paid to them through payroll deduction. Employees on unpaid leave in excess of fifteen (15) calendar days in any month will not earn sick leave for that month.

2. Licensed staff members new to the District who attend the new licensed staff member in-service day(s) prior to the beginning of the school year will receive one (1) additional sick leave day per each day of orientation.

3. Sick leave shall be made available pursuant to the District's sick time policy and in accordance with any applicable state and federal laws. Such accrual and use of sick leave shall be credited against the individual employee's sick time allowance pursuant to ORS 332.507 and ORS 653.601 through ORS 653.661, and in accordance with Paid Leave Oregon. ~~will cover the following situations:~~

~~4. Absence due to illness of the employee. "Illness" will include an absence due to miscarriage, pregnancy, pregnancy-related complications and an absence due to quarantine.~~

~~a. Absence due to serious enough illness or accident of spouse/same-sex domestic partner~~

~~or any of the following persons who have relationship to either the employee or the employee's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse of any of the above or residents of the employee's home such as foster children, exchange students and roommates, to enable the employee to be near the immediate families during such emergency period. Leave for other than serious enough illness of a member of the family is not covered.~~

~~5.~~4. Notification of Accumulation of Sick Leave. Each licensed staff member will have access to an electronic accounting of their use and accumulation of sick leave

5. The District will provide electronic means by which the licensed staff member will notify the District of an absence. The licensed staff member will give notice of said absence no later than 8:00 p.m. the evening prior to an absence ~~in a timely manner such~~ that the school can make arrangements for meeting classroom responsibilities. In the event that extenuating circumstances prevent a licensed staff member from providing such notice, the licensed staff member will communicate directly with the building administrator no later than 6:00 a.m. on the morning of the absence. ~~So that meaningful instruction can occur in their absence, the licensed staff member will provide a plan for the guest licensed staff member unless extreme or unforeseen circumstances prevent it.~~

6. The District may require medical certification from any licensed staff member that meets the following criteria:

   a. Absences that last for five (5) or more consecutive days; ~~of the illness after five (5) consecutive days.~~

   b. Multiple absences in a school year on Monday and/or Friday or around holidays and break periods;

   c. Sick leave taken on days which were previously denied as a personal leave (paid or unpaid) request.

7. The District reserves the right to require medical documentation for the use of sick leave when there is a reasonable basis to believe that the leave is not being used for its intended purpose. Failure to provide requested documentation may result in the leave being considered unauthorized and subject to disciplinary action.

~~6.~~8. A licensed staff member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work.

~~7.~~9. If, at the beginning of a school year, a licensed staff member, previously employed for at least one (1) school year, is ill and unable to resume teaching duties, and such licensed staff member had unused accumulated sick leave days at the end of the prior school year, previously accumulated sick leave days may be used while the licensed staff member is ill and unable to work. Such licensed staff member will not be credited with any additional sick leave days until the date of return to teaching duties.

~~8.~~10. All sick leave benefits from the District will terminate and will be forfeited upon termination of employment for any reason, except for PERS retirement purposes.

~~9.~~11. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, will be subject to disciplinary action.

~~10. All employees will be credited with their full annual sick leave benefits on the first contract day of the school year. Employees terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, will reimburse the District for the excess days paid to them through payroll deduction. Employees on unpaid leave in excess of fifteen (15) calendar days in any month will not earn sick leave for that month.~~

~~11.~~12. When the reason for sick time under SB 454 is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

~~12. Short-Term Disability.~~

~~a. Employees who suffer illness or injury not covered by the District's Workers' Compensation Insurance may be entitled to an advancement of sick leave under the following conditions:~~

~~(1) The employee must be totally disabled with respect to the duties of the regular assignment, as verified by competent medical evidence, and must continue to be disabled during the term the benefits of this section are received. Disability that extends only to extra-duty assignments or other special assignments beyond the regular assignment is not covered by this Article. The District may require an examination by its physician, at District expense, to determine whether disability, as defined in this section, exists or continues to exist. For any purpose of determining disability connected with this Article, the District physician's conclusion will be the final determination and is not subject to review.~~

~~(2) The employee must meet all of the conditions for eligibility for the District's long-term disability insurance except completion of the waiting period for the initiation of benefits.~~

~~(3) The employee must exhaust all accrued paid leave, such as sick leave, and professional development/personal leave, before any advancement of sick leave may be made.~~

~~b. For employees meeting these eligibility requirements, the District will advance sick leave, not to exceed forty (40) days, after the onset of disability and exhaustion of paid leave up to the earliest occurrence of the following:~~

~~(1) the completion of the waiting period for eligibility for the District's long-term disability insurance program, or~~

~~(2) forty (40) workdays, or~~

~~(3) the date the employee no longer is totally disabled.~~

~~c. When physically able to do so, the employee will execute a promissory note with the District.~~

~~(1) The note will provide for repayment to the District of all salary paid to the employee during the term of sick leave advancement.~~

~~(2) Repayment will be made on a mutually acceptable schedule, not to exceed five (5) calendar years from the date of return to duty, and will be by payroll deduction.~~

~~(3) If the employee refuses to execute the promissory note, or does not return to work for the District upon medical release, advancement of sick leave will cease and the full amount of the salary paid will be due and payable to the District immediately.~~

~~(4) Enforcement of the note may be pursued in any legal forum of the District's choice including, but not limited to, the Employment Relations Board, District Court or other state court. The District will be entitled to reimbursement of legal and other fees and damages arising out of pursuit of repayment of the costs described in this Article.~~

~~d. If the employee cannot return to work because of permanent, total disability or death, the repayment of costs will be waived by the District.~~

~~E. EMERGENCY PAID LEAVE~~

~~Members of the sick leave bank who have exhausted all applicable leave may apply to the Director of Human Resources for paid emergency leave, as referenced in administrative regulation GCBDE-AR. This leave may be requested to care for immediate family members who have a long-term illness or catastrophic injury. For emergency paid leave, immediate family is defined as spouses, same-sex domestic partners, parents and children.~~

~~F.~~E. BEREAVEMENT LEAVE

Up to a maximum of three (3) days' paid leave may be used for bereavement for spouse/~~same-sex~~ domestic partner or any of the following persons who have relationship to either the employee or the employee's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse/domestic partner of any of the above or residents of the employee's home such as foster children, exchange students and roommates. Two (2) additional days may be used for in-state simultaneous multiple deaths in the employee's immediate family. Five (5) days may be used for out-of-state death in the employee's immediate family. Should simultaneous, multiple deaths occur out of state, an additional three (3) days may be used. This leave is not charged against the employee's sick leave, nor is it cumulative. If additional days are needed to make a one (1) week block of time, an employee may use up to an

additional two (2) days of sick leave. In cases where additional time is needed for bereavement, employees may request additional bereavement leave through OFLA and use their accumulated sick leave to create a total block of ten (10) days. These additional days would only qualify for family members defined in OFLA.

~~G.~~F. RELIGIOUS LEAVE

Licensed staff members may take up to three (3) days of Religious Leave for the purpose of observing religious holiday(s). Licensed staff members are required to report the absence and obtain a substitute when applicable. For each Religious Leave day taken, the licensed staff member will have the option of either:

1. Using an available Professional Development day, or

2. Having the gross pay of the teacher be deducted for this leave at the substitute rate of pay.

~~H.~~G. MILITARY DUTY LEAVE

The District will comply with all State and Federal Leave laws.

~~I.~~H. OCCUPATIONAL ILLNESS OR INJURY

Licensed staff members who sustain an injury or illness compensable by Workers' Compensation will have the benefits provided below:

1. If the licensed staff member is absent from work and unable to perform regular normal duties, the District will pay the difference between the licensed staff member's regular salary and Workers' Compensation benefits for the time absent from work until accumulated sick leave has been exhausted.

2. Hours of accumulated sick leave will be deducted from the licensed staff member's sick leave account in proportion to the regular salary paid that is not covered by Workers' Compensation.

3. If the licensed staff member has an accepted Workers' Compensation claim as a result of being injured by a student, and is absent from work in excess of ten (10) work days and unable to perform regular duties, the District will pay the difference between the employee's regular salary and worker's compensation benefits beginning after the tenth day of absence for the remaining period of absence or until the Workers' Compensation claim is closed. The employee's sick leave will not be affected.

~~J.~~I. SICK LEAVE BANK

The District and the Association will collaboratively manage a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to provide additional sick leave days to eligible and participating employees should a long-term illness or catastrophic injury exhaust the members' accumulated sick leave. The sick leave bank shall also provide sick leave days to eligible

and participating members to care for a child, spouse/partner, or parent as defined by OFLA/FMLA should child, spouse/partner, or parent have a long-term illness or catastrophic injury that exhausts the employee's accumulated sick leave. The District and Association shall establish rules and regulations to govern the sick leave bank that meet these conditions.

1. Unit members' participation in the sick leave bank shall be voluntary.

2. The maximum annual contribution of paid sick leave hours to the bank by a unit member shall be sixteen (16) hours. If the sick leave bank is at its maximum number of hours, unit members can join and their contributions will be deducted from their individual sick leave account and credited to the sick leave bank when the bank total drops below the maximum. Leave will be prorated based on FTE.

3. The maximum number of sick leave hours in the bank to be used in any school year shall not exceed six thousand (6,000).

4. Unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days.

5. Sick leave bank days shall be used by unit members who have a doctor's opinion stating they, their child, spouse/partner, or parent as defined by FMLA/OFLA are unable to perform their assigned responsibilities due to a long-term illness or catastrophic injury. Sick leave bank days may also be used by members who have a doctor's opinion stating they need to care for their child, spouse/partner, or parent as defined by OFLA/FMLA due to long-term illness or catastrophic injury.

6. The maximum number of consecutive sick leave bank days a unit member can use is sixty (60) workdays (prorated based on FTE). A unit member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.

7. All paid sick leave hours contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.

8. A joint committee consisting of the Director of Human Resources, Payroll and Benefits Supervisor, SEA Insurance Chair and SEA Bargaining Chair will evaluate union member applications for the sick leave bank.

9. If the unit member disagrees with the committee's decision, the member may appeal. If the reason for the denial is based on incomplete or missing documentation the member may provide missing documents to the committee for further review. If the basis for denial is for other reasons, the member may appeal to the Superintendent and the SEA president or their designees. The decision will be binding and not grievable.

10. Sick Leave Bank request forms may be accessed through the District website under Human Resources in the forms directory.

J. PAID LEAVE OREGON

The Paid Leave Oregon (PLO) program will apply to all members of the bargaining unit, subject to the following:

1. Throughout an employee's PLO leave the employee will be permitted to utilize any available paid leave accruals to make up the difference between the amount provided by PLO and the employee's normal workweek, based on assigned FTE. If the employee does not have available paid leave accruals, the District will allow the employee to utilize unpaid personal leave for the portion of each day not covered by PLO.

2. Employees on PLO leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.

3. The District will ensure that the employee's PERS record remains in an active status while the employee utilizes PLO.

4. Employees requesting PLO time off will provide written notice, including an explanation for the reason the leave is requested, at least thirty (30) days before starting a period of family leave, medical leave, or safe leave. If the leave is not foreseeable (e.g., an unexpected serious health condition, premature birth of a child, unexpected adoption), the employee will be required to give notice within twenty-four (24) hours of the commencement of the leave. Failure to provide proper notice may delay PLO benefits to the employee.

K. ACADEMY OF ARTS AND ACADEMICS (A3)

1. Definition. "Days" for all licensed staff members assigned at A3 will be defined as eight (8) hours and forty (40) minutes.

VII. PREGNANCY DISABILITY AND PARENTAL LEAVE

The District and the Association intend to coordinate a~~n employee~~licensed staff member's rights under Article VII with state and federal family leave law in a manner that ensures no loss of ~~an~~a ~~employee~~licensed staff member's rights.

The District shall grant leave as required by Oregon and Federal law for the birth or adoption of a child. If additional benefits not included in this article are required by state and/or federal leave law, they shall be granted to the ~~employee~~licensed staff member by the District.

Please note that all cases under this article will be addressed by the Human Resources Department on an individual basis.

A. PREGNANCY DISABILITY LEAVE

1. A pregnant ~~employee~~licensed staff member, disabled because of pregnancy, may request a leave of absence for the period of disability. A newly hired ~~employee~~licensed staff member must report to work at least one (1) day in order to be eligible for pregnancy disability leave under this Article.

   a. The ~~employee~~licensed staff member will ~~give to~~provide the ~~District~~ Human Resources ~~Office~~ department with electronic and/or written notice of intent to request leave at the earliest possible date after the necessity for leave becomes known to the ~~employee~~licensed staff member.

   b. The District may require the ~~employee~~licensed staff member to provide a written statement from their treating physician indicating that the ~~employee~~licensed staff member is pregnant and suffering disability due to pregnancy that requires release from work:

      (1) The District may require a second opinion from a physician mutually acceptable to the District and the ~~employee~~licensed staff member.

      (2) If no agreement on a second physician can be reached within a reasonable period of time, the District may request that the Bureau of Labor and Industries appoint a second physician.

      (3) The second medical opinion will be the final decision and will not be subject to appeal by the District or the ~~employee~~licensed staff member.

2. During the pregnancy disability leave, the ~~employee~~licensed staff member may, but is not required to, use earned sick leave in accordance with the Oregon Family Leave Act (OFLA). Additionally, pregnancy disability leave may be available to licensed staff members through Paid Leave Oregon in accordance with Article VI.K. If no paid leaves are available through OFLA or PLO, the licensed staff member may elect to use unpaid leave for the duration of the pregnancy disability. ~~(Article VI.D)) or personal leave (Article VI.C). Unless the employee elects to use sick leave or personal leave, pregnancy leave will be without pay.~~

3. Early Termination of Leave.

   a. A~~n employee~~licensed staff member on pregnancy disability leave may submit an electronic and/or written request to the Human Resources ~~Office~~ department for early return from leave to resume ~~her~~ their position if ~~she~~ they regain~~s~~ ~~her~~ their ability to perform ~~her~~ their duties. The District may require medical certification, under the procedure established by this Article, of the ~~employee~~licensed staff member's ability to resume ~~her~~ their duties.

   b. ~~An~~A ~~employee~~licensed staff member on pregnancy disability leave may submit an electronic and/or written request with the Human Resources ~~Office~~ department that ~~she~~ they be notified of any teaching positions, with less strenuous duties than ~~her~~ their former position and for which ~~she~~ they ~~is~~ are licensed and qualified, that become vacant during the period of the leave. The ~~employee~~licensed staff member may submit a timely electronic and/or written request for early termination of leave and temporary transfer to such position under District- established procedures.

4. In lieu of leave, ~~an~~a ~~employee~~licensed staff member subject to this provision may request temporary transfer to any vacant and less strenuous teaching position for which ~~she~~ they ~~is~~ are licensed and qualified. The District may require medical certification, as provided by this Article, of the need for transfer.

5. The decision whether to grant a request for early return from leave or a request for temporary transfer under this article will be exclusively left to the District. An arbitrator will have no authority to rule on or consider any dispute regarding requests for early return from leave or temporary transfer. In the event of a dispute regarding such requests, the licensed staff member's recourse will be to appeal the decision through the Board Policy Grievance Procedures. The School Board's decision will be final and binding on the parties.

   a. Following pregnancy disability leave, the ~~employee~~licensed staff member will be reinstated to the position held at the commencement of leave unless the position has been eliminated. If the ~~employee~~licensed staff member's position has been eliminated, ~~she~~ they will be reinstated to a substantially equivalent position; provided that ~~employee~~licensed staff members on pregnancy disability leave are subject to the reduction-in-force provisions of this Agreement and state law to the same extent as ~~employee~~licensed staff members actively working.

B. PARENTING LEAVE

1. Eligibility and Notice

   a. ~~An~~A ~~employee~~licensed staff member may take up to twelve (12) consecutive weeks of parenting leave (bonding), under FMLA and/or PLO~~/OFLA laws~~, in the event of childbirth, pre-placement, or placement of an adopted or foster child in the home.

   b. If two (2) family members are ~~employee~~licensed staff members and parenting leave is for twelve (12) weeks or less, the family members may divide the leave according to a plan submitted in the advance request for leave; provided that:

(1) Each family member may take only one (1) parenting leave per childbirth and the leave days must be consecutive, and

(2) Both ~~employee~~licensed staff members may take leave at the same time but are limited to the aggregate of twelve (12) weeks.

(3) When both family members are covered under FMLA/OFLA, they may each take up to six (6) weeks concurrently and then take additional total (aggregate) of twelve (12) weeks parenting leave separately. For example: If both parents want to take their full twelve (12) weeks of time allowed and have some time off together, they may stagger their leaves so that one (1) parent starts their leave at week one (1) through week twelve (12) and the other parent starts their leave at week six (6) of the first parent's leave, overlapping time off together for six (6) weeks and then continues their leave through the completion of their own twelve (12) weeks.

c. Leave may begin:

(1) On the date the ~~employee~~licensed staff member's child is born, or

~~(1)~~(2) On the date pre-placement activities begin, or

~~(2)~~(3) On the date an adopted or foster child is placed in the ~~employee~~licensed staff member's home.

d. The ~~employee~~licensed staff member(s) must provide the ~~District~~ Human Resources department with notice of the dates for which leave is requested at least thirty (30) days prior to the ~~employee~~licensed staff member's last duty day.

(1) If unforeseeable circumstances prevent the ~~employee~~licensed staff member(s) from providing thirty (30) days' notice, the ~~employee~~licensed staff member(s) will provide the ~~District~~ Human Resources department with the maximum notice possible under the circumstances.

(2) Failure to provide the required notice may result in the delay of commencement of the leave up to three (3) weeks from the date notice is received by the ~~District~~ Human Resources department and a reduction of the period of leave for which the ~~employee~~licensed staff member(s) is eligible to request pay of up to three (3) weeks, at the District's discretion.

e. Beyond FMLA and/or PLO ~~/OFLA~~ leave entitlements, an ~~employee~~licensed staff member may request unpaid parenting leave to create a block of time up to twelve (12) consecutive months of parenting leave, subject to the other provisions of this article, in the event of child birth or placement of an adopted or foster child in the home.

(1) If two (2) family members are covered by this agreement, only one (1) family member will be eligible for unpaid parenting leave beyond FMLA/OFLA entitlement.

f. Parenting leave through FMLA is not available to ~~employee~~licensed staff members who are surrogate parents, seasonal or temporary ~~employee~~licensed staff members, or ~~employee~~licensed staff members who have been employed fewer than one hundred eighty (180) days prior to the birth or adoption of the child. Parenting leave in these circumstances may be available through PLO, subject to the determination made by the administrators of the PLO program.

2. Paid/Unpaid Status

a. During the first twelve (12) weeks of leave the ~~employee~~licensed staff member(s) may, but is not required to, use accumulated unused sick leave or personal leave. In such cases, paid leave is limited to unused, accumulated sick leave or personal leave.

b. Paid leave in excess of twelve (12) weeks will be granted only if the Human Resources ~~Office~~ department receives a physician's written verification of ~~employee~~licensed staff member illness or disability requiring release from work. In such cases, paid leave is limited to unused, accumulated sick leave or personal leave.

c. If holidays, non-contract days or vacation days, for which the ~~employee~~licensed staff member would not ordinarily be charged a leave day if absent, fall within the twelve-week (12-week) period immediately following birth or placement of an adopted or foster child in the ~~employee~~licensed staff member's home, they will neither extend the twelve-week (12-week) period nor be charged against the ~~employee~~licensed staff member's accrued leave account.

d. Premature birth does not extend the right to request paid leave beyond twelve (12) weeks. However, in the event of premature birth, an ~~employee~~licensed staff member who has requested a total of twelve (12) weeks of leave or less will be granted an extension of leave until the date the physician certifies the infant has reached the developmental stage of twelve (12) weeks; provided that the ~~employee~~licensed staff member submits an electronic and/or written request for extension of leave.

e. Except as specifically provided by this Article, parenting leave in excess of twelve (12) weeks will be without pay.

3. Return from Leave

a. If the parenting leave is limited to twelve (12) weeks or less, the ~~employee~~licensed staff member will be reinstated to the position held at commencement of leave, unless the position has been eliminated. If the position has been eliminated, the ~~employee~~licensed staff member will be assigned to a substantially equivalent position.

b. Return from leave in excess of twelve (12) weeks will be at the beginning of the school year or the beginning of the second semester, unless the District and the ~~employee~~licensed staff member mutually agree to some other date.

(1) A District decision to grant a request to return at a time other than the beginning of the school year or the beginning of the second semester will not obligate the

District to grant such a request from another ~~employee~~licensed staff member, or the same ~~employee~~licensed staff member, at a future date.

(2) If a child is born, or an adopted or foster child is placed in the home, during the summer recess when school is not normally held, the ~~employee~~licensed staff member may take up to two (2) full semesters of leave.

(3) If the parenting leave extends beyond twelve (12) weeks, the ~~employee~~licensed staff member will be reinstated to a substantially equivalent position.

(4) In no case will parenting leave in excess of one (1) year be granted.

c. Notwithstanding any other provision of this Agreement, ~~employee~~licensed staff members on parenting leave are subject to the reduction-in-force provisions of this Agreement and State law to the same extent as ~~employee~~licensed staff members actively working.

d. The provisions above notwithstanding, a parenting leave may not extend beyond the contract of a temporary or part-time licensed staff member.

C. COORDINATION OF PREGNANCY DISABILITY AND PARENTAL LEAVES

Pregnancy disability leave does not extend parenting leave. Eligibility for paid or unpaid parenting leave will be reduced by the corresponding amount of paid or unpaid pregnancy disability leave taken after the birth of the child. In no case will pregnancy disability and parenting leave combine to:

1. Create a total leave period after childbirth in excess of one (1) year, or

2. Extend the contract of a temporary or part-time licensed staff member.

D. BENEFITS DURING AND FOLLOWING PREGNANCY DISABILITY/PARENTAL LEAVE

1. If an ~~employee~~licensed staff member elects to use sick leave or personal leave during pregnancy disability or parental leave, the District will continue the same contributions for benefits during paid leave as the ~~employee~~licensed staff member was entitled to while working.

2. ~~Employee~~Licensed staff members on unpaid leave may purchase insurance through COBRA (at step rates) for the duration of their leave, not to exceed one (1) year. The District will inform any ~~employee~~licensed staff members who have been approved for a leave of absence, or who inquire about an unpaid leave, of their insurance options and the cost of coverage to the ~~employee~~licensed staff member. Continuation of insurance benefits beyond twelve (12) weeks of FMLA/OFLA and/or PLO leave in the preceding twelve-month (12-month) period will be at the expense of the ~~employee~~licensed staff member on leave.

3. All benefits to which the licensed staff member was entitled at the time pregnancy disability or parental leave commenced, including seniority and unused accumulated sick leave will be restored to the licensed staff member upon return.

4. There will be no accrual of benefits or employment credit during unpaid leave, except that seniority will accrue during leave to the extent required by law.

VIII. UNPAID LEAVES

All unpaid leaves within this Article are limited to one (1) year in five (5) inclusively. Exceptions for emergencies are considered on an individual basis. Aggregate total of licensed staff members on leave within this Article (excluding VIII.A) will not exceed 5 percent (5%) of the teaching force. If necessary, a priority system based on length of service will be followed.

A. UNPAID PERSONAL LEAVE (SHORT-TERM)

1. Definition. "Employee-initiated absence" will include Paid Personal Leave, Unpaid Personal Leave and Professional Development Leave.

~~1.~~2. Licensed staff members will be granted unpaid personal leave for up to six (6) days during any three- year (3-year) period. Request for such leave shall be submitted to the Human Resources department, once approved by the building administrator, ~~District~~ at least five (5) days prior to the commencement of said leave, except in the case of an emergency.

~~2.~~3. Unpaid personal leave may be used ~~Use of leave~~ on any day before or after a holiday, or other recess period or during the first or last two (2) weeks of the licensed staff member's work year. Unpaid personal leave may not be combined with any other leave, including sick leave, to create an extended absence during these periods, except in cases of documented medical necessity as approved by the District.~~, for employee-initiated absences will be allowed under the following conditions.~~

~~a. Requests for leaves must be made electronically and/or in writing on the "Employee Exception Time Report" forms to the building administrator.~~

~~b. The Human Resources Department will approve a maximum of thirty (30) licensed staff members to be released for employee-initiated absences.~~

~~c. Employee-initiated absences will include Paid Personal Leave, Professional Development paid days, and Personal Leave (unpaid).~~

~~3.~~4. Maximum licensed staff to be released on any one (1) day for employee-initiated absences for personal and professional leave will not exceed the following building ratio:

1 to 19 licensed staff	—	two (2) employees
20 to 29 licensed staff	—	three (3) employees
30 to 39 licensed staff	—	four (4) employees
40 to 49 licensed staff	—	five (5) employees
50 to 59 licensed staff	—	six (6) employees
60 to 69 licensed staff	—	seven (7) employees
70 to 79 licensed staff	—	eight (8) employees
80 to 89 licensed staff	—	nine (9) employees
90 to 99 licensed staff	—	ten (10) employees

B. UNPAID PERSONAL LEAVE (LONG-TERM) ~~NON-PAID LEAVE, PERSONAL~~

A licensed staff member may apply for a one-year (1-year) personal leave for VISTA and other similar national service, or a two-year (2-year) personal leave for Peace Corps or a teaching position at an international school based upon the following factors:

~~1. The leave is non-paid.~~

~~2.~~1. Only contract staff not currently on a plan for improvement or program of assistance for improvement are eligible to apply.

~~3.~~2. There must be at least five (5) years' satisfactory service before a licensed staff member can reapply.

~~4.~~3. The District must be able to find a qualified replacement.

~~5.~~4. Board approval is required for such leave. As per Administrative Procedure GCBD/GCBD-AR, the District will consider requests or extensions to unpaid personal leave on a case-by-case basis.

~~6.~~5. No leave will be granted under this section for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.

~~7.~~6. As of July 1, 2020, licensed staff members who teach abroad at an accredited school shall be credited with years of experience for step movement on the salary schedule.

C. UNPAID PROFESSIONAL LEAVE

1. Any contract licensed staff member may apply for a non-compensated leave of absence for one (1) semester or one (1) school year once during each five-year (5-year) period for the purpose of taking additional training or any activity which, in the opinion of the District, would result in benefit to the District. ~~As per Administrative Procedure GCBD/GDBD-AR, the~~ The District will consider requests for extensions to unpaid professional leave on a case-by-case basis.

2. Requests for leaves of absence must be submitted in writing to the Human Resources department ~~and state~~stating the reason(s)~~, or reasons,~~ for the request.

3. Licensed staff members, while on leave of absence status, may advance based on earned quarter hours, or the equivalent, of course work from an approved college or university while on leave.

4. No leave of absence will be granted during the course of the school year in order for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.

5. Licensed staff members assigned for a full school year to another district as the result of a licensed staff member exchange will be advanced a step on the salary schedule if the licensed staff member is otherwise eligible for such a step increase.

D. MILITARY LEAVE

The District will comply with all State and Federal leave laws.

E. UNPAID EMERGENCY LEAVE

A licensed staff member may apply for up to one (1) year of non-compensated leave of absence, to be granted at the discretion of the District, for emergencies of a serious personal nature. This leave is non- accumulative and must be approved in advance by the Board. In requesting emergency leave, the applicant must state the general nature of the emergency.

~~F. NON-PAID LEAVE, PERSONAL~~

~~A licensed staff member may apply for a one-year (1-year) personal leave for VISTA and other similar national service, or a two-year (2-year) personal leave for Peace Corps or a teaching position at an international school based upon the following factors:~~

~~1. The leave is non-paid.~~

~~2. Only contract staff not currently on a plan for improvement or program of assistance for improvement are eligible to apply.~~

~~3. There must be at least five (5) years' satisfactory service before a licensed staff member can reapply.~~

~~4. The District must be able to find a qualified replacement.~~

~~5. Board approval is required for such leave. As per Administrative Procedure GCBD/GCBD-AR, the District will consider requests or extensions to unpaid personal leave on a case-by-case basis.~~

~~6. No leave will be granted under this section for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.~~

~~7. As of July 1, 2020, licensed staff members who teach abroad at an accredited school shall be credited with years of experience for step movement on the salary schedule.~~

~~G.~~F. RETURN FROM LEAVE

All benefits to which a licensed staff member was entitled at the time their leave of absence commenced, including seniority and unused accumulated sick leave will be restored to the licensed staff member upon return as fully as if leave had never been taken. That licensed staff member will

be assigned to a position substantially equivalent to the one held at the time said leave commenced, provided that employees on unpaid leave are subject to the reduction-in- staff provisions of this Agreement and State law to the same extent as employees actively working. Seniority will accrue during unpaid leave to the extent required by law.

~~H.~~G. NOTICE OF INTENT TO RETURN

1. Licensed staff members on any approved leave of absence, paid or unpaid, through the end of a school year must deliver to the District written notice of intent to return to employment for the subsequent school year. Written notice must be received by the Human Resources department ~~Office~~ no~~t~~ later than April 1 of the school year the leave is taken. Failure to deliver timely written notice will constitute resignation of employment effective the date notice was due.

~~2. The Human Resources Office will send an electronic reminder of the April 1 deadline to the licensed staff member on leave. Electronic reminders will be sent on or before March 1, to the last address provided to the Human Resources Office in writing by the licensed staff member. The electronic reminder is a courtesy. Failure of the District to meet the March 1 deadline does not excuse the employee from missing the April 1 deadline to declare their intent to return.~~

~~3.~~2. A licensed staff member granted any leave of absence, paid or unpaid, scheduled to end prior to the last licensed staff member workday of the school year will be considered to have resigned from employment if the licensed staff member fails to report for work on the day leave is scheduled to terminate unless an electronic and/or written request for extension of the leave has been approved, in writing, prior to the date the leave was scheduled to terminate.

~~I.~~H. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves will be applied for in writing to the Human Resources department and the response of the District will be in writing.

~~J.~~I. INSURANCE

Employees on leave may purchase insurance through COBRA (at step rates) for the duration of their leave, up to eighteen (18) months. The District will inform any employees who have been approved for leave of absence or who inquire about an unpaid leave, of their insurance options and the cost of coverage to the employee. Continuance of insurance benefits will be at the expense of the employee on leave.

~~K.~~J. UNEMPLOYMENT HOLD HARMLESS

Any unit member who, while on leave of absence under the provisions of this article and section, submits an application for unemployment compensation under ORS Chapter 657 will be deemed to have resigned from employment with Springfield Public Schools. Such resignation will be effective with the date of application for unemployment compensation. Thereafter, said employee will forfeit any and all rights under this Collective Bargaining Agreement.

IX. WORK SCHEDULES

~~The District and the Association will work cooperatively to reach employee decisions that are based upon sound educational practice and in the best interests of students and employees.~~

A. INSERVICE WEEK

The District will ensure that the equivalent of two (2) days (sixteen [16] hours in blocks of no less than four [4] hours ~~not~~ including lunch) during in-service week prior to the start of the school year will be considered uninterrupted planning time for licensed staff members. Use of this time will be determined by the licensed staff member and may include licensed staff member directed team or department planning, but will not include building or district meetings or non-instructional supervisory duties such as registration duties.

1. In the event a licensed staff member's assignment requires attendance at district or building meetings or non-instructional duties that do not allow the equivalent of two (2) days of uninterrupted planning time, the licensed staff member and building administrator will jointly decide which meetings or duties will take priority.

~~2. Licensed staff member will be provided with a complete time schedule of district meetings no later than the start of in-service week. Building administrators will share their tentative building schedule at the beginning of in-service week.~~

~~3.~~2. The District will communicate with the Association in planning the beginning of the year schedule for district-wide staff development activities.

~~4.~~3. If in-service week falls below four (4) days, then the Superintendent or designee and the SEA President will convene a meeting to discuss the implication on time allocations. This meeting will include representatives from elementary, middle and high schools and at least one (1) representative from Special Programs.

B. BUILDING HOURS

1. Building hours may vary from school to school as determined by the District. Building hours will not exceed eight and one-half (8.5) ~~eight (8)~~ hours per ~~a~~ day and will generally occur between 7:30 a.m. and 4:30 p.m. Licensed staff members will be expected to attend staff meetings and other required meetings ~~such as District budget meetings~~ unless prior arrangements are made with the building/program administrator. Licensed staff members hired prior to July 1, 1992, may be assigned hours of work prior to 7:30 a.m. or after 4:30 p.m. only on a voluntary basis unless insufficient numbers of properly licensed volunteers are available to staff the District program.

~~1.~~2. Building hours for the Academy of Arts and Academics (A3) will not exceed eight (8) hours and forty (40) minutes per day and will generally occur between 7:30 a.m. and 5:00 p.m.

~~2.~~3. Licensed staff members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of normal building hours ~~the student day~~. Licensed staff members shall be available for student and/or parent

consultation outside of normal building hours and will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary, to include Individualized Education Program (IEP) meetings.~~.~~

4. Licensed staff members are expected to attend family engagement events over the course of the school year as part of their professional responsibilities, scheduled in advance and in consultation with staff. Family events include but are not limited to the following:

   a. Elementary Schools: Meet your teacher, open house/curriculum night, one music performance, Literacy/Math night, ELD night, Kinder orientation, and attendance at one PTO meeting per year.

   b. Middle Schools: Registration/welcome social, open house/curriculum night, 8th grade promotion, 6th grade parent showcase and information night, grade level music performance.

   c. High Schools: Fall Open House, Spring Showcase, and Graduation

~~3.~~5. Licensed staff members may make adjustments to their schedule for an individual workday by informing their building administrator with at least two (2) days' notice to accommodate professional obligations and/or to meet personal needs. Adjustments to the work schedule will not result in the licensed staff member working less than their normal scheduled amount of hours for that day. If a licensed staff member works less than their normal scheduled amount of hours as a result of a schedule adjustment, the licensed staff member will utilize any appropriate leave accruals. ~~Licensed staff members may make reasonable adjustments to their daily and weekly schedule as necessary to accommodate professional obligations including Association business and to meet personal needs.~~

~~4.~~6. If a licensed staff member wants to make adjustments to their schedule (more than a single workday), they will make a request to their building administrator with five (5) days' written notice. Building administrators will provide a written response to the licensed staff member. ~~Licensed staff members will make a request to their building administrator when adjusting their schedule long term. Each building will establish a process for the request.~~

~~5.~~7. In the interest of collaboration ~~time~~ toward student outcomes, teachers may be required to attend one meeting no more than every other week that extends outside of their normal workday for a period of time not to exceed 25 minutes beyond their normal work hours. This would not be additional compensated time and does not include Individualized Education Program (IEP) meeting times.

C. PROFESSIONAL RESPONSIBLITIES ~~DAY~~

For purposes of fulfilling professional responsibilities, licensed staff members will be guided by these principles.

1. Definition. "Professional responsibility" refers to a teacher's duty to uphold ethical standards, fulfill contractual obligations, and demonstrate integrity, professionalism, and accountability. Educators must act in the best interest of students, colleagues, and the school community

while adhering to the ethical and professional standards set by the Teacher Standards and Practices Commission (TSPC) of Oregon (OAR 584-020-0000 to 584-020-0045).

~~1.~~2. Licensed staff members will be present at the work site(s), to include during preparation time, to perform assigned duties as determined by the school/program administrator. Licensed staff members will collaborate with the building/program administrator to set a yearly schedule (including dates and times) of staff meetings. In addition, licensed staff members of a particular school/program may, but are not required to, determine certain additional times during the daily, weekly or monthly schedule when all licensed staff members will be present.

3. Licensed staff members will spend the time necessary for adequate preparation for instruction to include developing and maintaining instructional plans in alignment with curriculum guidelines, pupil and parent consultations, building and District-wide curriculum development and other activities related to instruction. Lesson plans should be prepared in advance and accessible to administrators and substitutes as needed to support student learning.

~~2.~~4. Licensed staff members will ~~strive to~~ complete attendance within the first ten (10) minutes of class. In the event a staff member is regularly unable to meet this timeline, the principal and member will meet to discuss the barriers and create a plan which may include an alternate timeline, access to technology, and/or an alternate path for completion.

5. Licensed staff members will ~~make every effort to~~ respond to work-related emails within one (1) ~~two (2) business~~ work day~~s~~.

6. Licensed staff members will maintain up-to-date emergency substitute plans that include essential classroom information, lesson guidance, and student needs to ensure continuity of instruction and student safety. In the event of a planned long-term absence, teachers are expected to supply ten (10) instructional days' worth of plans for the substitute teacher. After ten (10) days, a long-term substitute will be expected to continue instruction in alignment with the curriculum map, syllabus, and scope and sequence.

~~3.~~7. No additional compensation will be paid for performance of these duties.

~~4.~~8. Substituting for Other Teachers.

~~a. In the event that the District is unable to provide a substitute for any given class, the following personnel may be asked (or required) to fill in temporarily. Non-classroom staff will be the first level asked/required to fill in. If all members of this level are unavailable, only then may those in levels two and three be asked/required, respectively.~~

~~(1) Non-classroom Staff (Dean of Students, counselors, Facilitating Teachers, etc.)~~

~~(2) Classroom staff on a preparation period (volunteer)~~

~~(3) Classroom staff on a preparation period (non-volunteer)~~

a. When a licensed staff member, not hired as a temporary teacher for the purpose of roaming (being on call at the building level on a daily basis for the purpose of substituting),

is asked or required by the building principal or designee to fill in temporarily for a class or classes due to a lack of available substitutes, the licensed staff member shall receive additional compensation for the class period(s) under the following circumstances:

(1) K-12 classroom teachers who are asked to cover a class during their protected preparation time due to a staff absence. This does not include covering a class during collaboration times.

(2) Instructional Coaches and/or Behavior Interventionists are asked to cover a class due to staff absences that results in that staff member being required to complete their normal duties outside of the workday.

(3) Mental Health Specialists and/or Counselors are asked to cover a class due to staff absences that results in that staff member being required to use additional time outside of their workday for agency, family, and student contacts and support.

(4) Deans of Students are asked to cover a class due to staff absences that results in that staff member being required to perform normal duties outside of the workday.

(5) Teachers on Special Assignment are asked to cover a class due to staff absences that results in that staff member being required to perform normal duties outside of the workday.

~~a.~~b. ~~The building principal or designee will keep a record of staff members who have fulfilled this duty so as to discourage a disproportionate burden on any individual member.~~ The District will keep a record of licensed staff members who have fulfilled this duty so as to discourage a disproportionate burden on any individual staff member. At the next Contract Maintenance meeting following the end of each term, ~~these records~~ the District will provide a list to the Association of all licensed staff members who have fulfilled the duty of substituting for other teachers as outlined above. ~~be shared with the Director of the grade level for sharing at the following Contract Maintenance Meeting~~.

D. WORK FROM HOME

1. Licensed staff members ~~Certified employees~~ may presumptively "work from home" on grading days ~~and during teacher- directed times on work days and collaboration days~~ provided that:

a. They have the required materials and technology to complete their assigned/required tasks;

b. They are working from a location that is within the state of Oregon;

c. They are not on growth and support goals or a plan of assistance; and

d. Their permission to "work from home" has not previously been revoked.

2. Eligible certified employees seeking to "work from home" will provide their principal or designee with advance notice of intent to "work from home~~.~~" And will sign a work from home

agreement. The principal or designee will not unreasonably withhold permission to "work from home," denying such permission only if conflicting obligations direct otherwise.

~~2.~~3. For any grading day that a licensed staff member plans to work from home, the licensed staff member will notify the building administrator by 4:00 p.m. the day prior to the work from home day.

~~3.~~4. Permission to "work from home" may be presumptively revoked if the employee has been unsuccessful completing tasks when they previously worked from an alternate location.

E. DUTY DAYS

1. The salary schedule for licensed staff of the Springfield Public Schools is based on one hundred ninety-three (193) contract days including six (6) paid holidays. The salary schedule for licensed staff members of the Academy of Arts and Academics (A3) is based on one hundred eighty (180) contract days including six (6) paid holidays.

~~1.~~2. A duty day for all licensed staff members assigned at A3 will be defined as eight (8) hours and forty (40) minutes.

~~2.~~3. Athletic trainers also work a one hundred ninety-three day (193-day) school year schedule with six (6) paid holidays, but their calendar is based on the Oregon School Activities Association (OSAA) schedule.

a. Building administrators, athletic directors and trainers will work together to build the trainer's calendar before the end of the previous school year.

b. Trainers may begin their work-year one (1) week before the first practice date, as identified by the OSAA calendar, begins. The work-year will end after the completion of one hundred ninety- three (193) workdays, including paid holidays.

c. Trainers are not required to work a traditional Monday through Friday week and should reserve work to coincide with competitions and practices.

d. Competitions that occur on the weekend or during vacation count as workdays.

e. If spring sports have an extended season that requires an athletic trainer to work beyond their one hundred ninety-three (193) days, the trainer will be paid their daily rate. This must be pre- approved by the appropriate Director.

F. EMERGENCY CLOSURE/SNOW DAYS

1. If schools are closed for all District students due to emergency, licensed staff members will not be required to report for work during the closure. If all District students are dismissed early due to emergency, licensed staff members will be dismissed when the District determines that students' safety has been secured. Employees will not be charged leave for pre-arranged leaves of absence which occur during emergency closures.

2. In a contract year of one hundred eighty-eight (188) or more days, unless the District drops below the minimum instructional time requirements established by the State Board of Education, the District will not require unit members to make up the first two (2) days missed. However, if emergency closure(s) constitute more than two (2) days or instruction time falls below state minimums, the District may require make- up without additional compensation to unit members.

3. If the number of contract days is one hundred eighty-seven (187) or one hundred eighty-six (186), the second snow day may be assessed as a furlough day and one (1) furlough day may be added back as whatever day was lost as a result of the emergency closure day (e.g., student-contact day, collaboration day, licensed staff member planning day).

4. If the number falls below one hundred eighty-six (186), then both may be counted as furlough days. If only one (1) snow day is to be made up, it will be as a collaboration day. If two (2) snow days are to be made up, one (1) will be as a collaboration day and one (1) will be as a student contact day. Notice must be given to staff on or before April 1.

5. If one (1) or more District buildings, but not all buildings, are closed due to emergency, licensed staff members assigned to work in those buildings will report for assignment.

G. PREPARATION TIME

1. Preparation time provides licensed staff members the time necessary to prepare for instruction. This time is intended to be uninterrupted and at the direction of the individual licensed staff member.

2. Elementary Licensed Classroom Teachers ~~Staff Members~~

a. All full-time elementary licensed classroom teachers ~~staff members including special education, Title, and English Language Development (ELD) licensed staff members and elementary specialists,~~ will be provided three hundred sixty (360) minutes of preparation time per five-day (5-day) student week, prorated based on the number of student days per week. Early release days will constitute a half-day for the purpose of prorating preparation time.

Of the three hundred sixty (360) minutes, the District will provide preparation time during the student contact day as follows:

(1) During a five-day (5-day) student week, the District will provide a total of one hundred thirty five (135 minutes) in three (3) separate daily blocks of forty five (45) minutes each.

(2) During a four-day (4-day) student week, the District will provide a total of ninety (90) minutes in two (2) separate daily blocks of forty five (45) minutes each.

(3) During a five-day (5-day) student week that contains an early release day, the District will provide a total of one hundred twenty (120) minutes in two (2) separate daily blocks of forty five (45) minutes each and one block of thirty (30) minutes on the

early release day.

~~a minimum of one hundred thirty (130) minutes of preparation time during the student instructional day in blocks of no less than thirty (30) minutes. In order to count as part of the three hundred sixty (360) minutes, before-school prep time must be in blocks of no less than twenty (20) minutes and after-school prep time must be in blocks of no less than thirty (30) minutes. Preparation time for part-time licensed staff members will be prorated based on their FTE.~~

~~a. The District will work with building leadership to provide daily preparation time for classroom teachers whenever existing resources and staffing make that possible.~~

b. An additional non-student day will be provided at a time to be determined by the District. If the calendar rests at one hundred eighty-eight (188) days or more, this day will be fully licensed staff member directed. If the calendar falls to one hundred eighty-seven (187) or fewer days, the workday will be divided into equal parts to allow for building-level collaboration and licensed- staff-member-directed planning/preparation time. Collaboration and licensed-staff-member- directed planning/preparation time for part-time licensed staff members will be prorated based on their FTE.

3. Elementary Licensed Specialists

a. All full-time elementary licensed specialists, including special education, Title, English Language Development, and any other non-classroom teacher, will be provided three hundred sixty (360) minutes of preparation time per five-day (5-day) student week, prorated based on the number of student days per week. Early release days will constitute a half day for the purpose of prorating preparation time.

b. Given the nature of their position, which includes additional parent meetings both during the student day and throughout the work week, Elementary licensed specialists will work with their building administrators to determine the most appropriate time for preparation to be provided in blocks no less than twenty-five (25) minutes.

~~3.~~4. All middle school classroom licensed staff members shall be granted one (1) period ~~(at a minimum of forty-five [45] minutes)~~ for preparation during the student contact day, equivalent to that day's class period length of time, not to exceed forty-five (45) minutes.~~.~~

~~4.~~5. ~~On the four by four (4x4) block schedule, a~~All high school classroom licensed staff members on a four-by four (4x4) block schedule, not to include advisory period(s), shall be granted one (1) block period for preparation during the student contact day, equivalent to that day's block class period length of time. On non-block days, licensed staff members shall be granted two (2) class periods for preparation.

~~5.~~6. Gateways High School licensed staff will have preparation time of one (1) class period daily.

~~6.~~7. Furthermore, it is recognized that preparation time is a mandatory subject of bargaining whenever a significant change in structure or schedule occurs.

H. GRADING

Middle school and high school teachers will keep their grades up to date. “Up to date” means that at any given time, grades will be no more than one (1) week from being current.

Communication with the building principal is required when extenuating circumstances arise that prevent teachers from maintaining up-to-date grades.

I. REPORT PREPARATION DAYS

This article is based on current student report cards and reporting practices.

1. Elementary:

Each trimester, elementary licensed staff members will be given one (1) non-student workday to prepare grade reports, for a total of three (3) non-student grading days. Grades will be due at the end of the report card preparation day or the next day, as determined by the building administrator.

Any elementary licensed staff member with a class size of thirty-two (32) or more students may request an additional half-day substitute release day each reporting period to prepare grade reports. The request should be made to the Director of Elementary Instruction.

2. Secondary Schools on a Semester Schedule:

Each mid-semester progress report period ~~quarter~~, licensed staff members will be given one (1) non-student workday to prepare ~~grade~~ mid-semester progress reports. Grades will be due at the end of the report card preparation day or the next day as determined by the building administrator. An additional non- student workday will be provided at the end of the first semester.

3. Secondary Schools on a Trimester Schedule:

Each trimester, licensed staff members will be given two (2) non-student workdays to prepare grade reports for a total of six (6) non-student grading days. One (1) workday will occur at the end of each trimester; the other workday will occur at or within two (2) weeks of the midterm of each trimester. Grades will be due at the end of the report card preparation day or the next day, as determined by the building administrator.

~~J. MIDTERM PROGRESS REPORTS~~

~~If midterm progress reports are required by the District or the building, a half-day of non- student work time will be provided for the purpose of preparing such reports for students who are having academic difficulty, as determined by the licensed staff member. However, if midterm progress reports are required for every student, a full day of non-student work time shall be provided.~~

~~K.~~J. PARENT CONFERENCES

In order to provide time for licensed staff to prepare, administrators will make every effort to NOT schedule meetings after school during the week of conferences.

1. Evening Parent-Teacher Conferences

   a. Evening conferences are a required part of the parent-teacher conference schedule for all licensed staff in the building. Building decisions regarding the specific scheduling of evening conferences apply to all licensed staff and ultimately reside with the building administrator. Prior approval by the building principal is required when an emergency or an extraordinary, unpredictable circumstance arises and a modification is requested. ~~Building decisions around evening conferences apply to all licensed staff in the building. Prior approval by the building principal is required when an emergency or an extraordinary, unpredictable circumstance arises and a modification is requested.~~

   ~~b. Site administrators will determine, with input from staff, whether or not evening conferences occur. Evening conferences will be scheduled in lieu of regular parent teacher conferences. Evening conferences shall not begin before 4:00 p.m. and shall end before 9:00 p.m. on the evening scheduled.~~

   ~~c.~~b. The total duration of ~~time for any evening of conferences~~ any evening conference session shall not exceed four (4) hours.

   ~~d.~~c. Licensed staff members who participate in evening conferences will receive equivalent early release time on an agreed-upon non-student conference day. ~~If evening conferences are held, then licensed staff members who participate will be allowed equivalent early release time on an agreed upon non-student conference day.~~

2. Elementary:

   a. First Trimester: At the end of the first trimester, elementary licensed staff members will be provided two (2) non-student workdays in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students.

   b. In order to provide time for elementary building licensed staff to prepare, meetings will not be scheduled before or after school during the week of parent/teacher conferences other than required Individualized Education Program (IEP) meetings.

3. Secondary Schools on a Semester Schedule:

   a. First quarter: At the end of the first quarter, secondary licensed staff members will be provided one (1) non-student workday in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students.

4. Secondary Schools on a Trimester Schedule:

Secondary licensed staff members working on a trimester schedule will be provided with one (1) non- student workday in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students. The placement of this day in the calendar will be such as to facilitate the intended purpose of the conferences.

5. Should an employee experience a unique or emergency situation that falls during parent/teacher conferences, the employee should request conferences be rescheduled with the building administrator. If approved, the following process will be followed: (1) the employee and principal will work together to identify new dates during which conferences will take place; (2) the conferences will need to be rescheduled within three weeks of the original conference dates; (3) teacher will notify parents of the date change; and (4) if sub release time is needed to make up missed conferences, the employee will use the appropriate leave.

~~L. ELEMENTARY STAFF MEMBERS IN THE DUAL LANGUAGE PROGRAM~~

~~Four (4) substitute days will be provided per school year to each full-time elementary licensed staff member who teaches two sessions of the same class in the dual-language program for the completion of parent-conferences, parent-communication and report preparation. Timing of the substitute days shall be determined by the licensed staff members in consultation with the building administrators.~~

~~M.~~K. NON-PROFESSIONAL DUTIES

Licensed staff members will be compensated for all non-professional duties beginning with the commencement of such duties each day in accordance with the pay schedule set forth in Article XV.F. NONPROFESSIONAL DUTY PAY.

~~N. EXTRACURRICULAR ACTIVITIES~~

~~Licensed staff members will be paid additional compensation for the services as defined in Article and APPENDIX A.~~

~~O.~~L. SPECIAL EDUCATION LICENSED STAFF MEMBERS RESPONSIBLE FOR WRITING IEPS

Special education licensed staff members and case managers will not be assigned non-instructional duties outside the student contact day during the months of October, November, May, and June (pre-census months). Non-instructional duties outside the student contact day will not be assigned to case managers or special education licensed staff members that write a significant portion of twenty (20) or more individualized education plans (IEPs).

During the remainder of the school year, special education licensed staff members/case managers with fewer than twenty (20) IEPs will be assigned a prorated number of duties in a meeting that occurs prior to October 15. This collaborative meeting between the case manager/licensed staff member, the building administrator, and a district special education administrator will take into account: (a) building administrator assigned special education meetings, (b) district representative assigned IEP requirements, (c) building administrator assigned student contact requirements, and (d) assignments to building/district academic/behavioral teams.

~~P.~~M. SPECIAL EDUCATION LICENSED STAFF MEMBERS AND CASE MANAGERS

1. Special education licensed staff members and case managers may request half-day or full-day release time through the Special Programs Director or designee for legally mandated I.D.E.A. Activities (such as testing, IEP development, and IEP progress reports) and spring transfer meetings. Such release days are in addition to the Report Preparation Days provided in Article IX.I. The Special Programs Director will have sole discretion in authorizing half-day or full-day requests.

2. ~~If case management time is not built into the student contact day or week (i.e., minimum ninety (90) minutes for the week) for special~~ Special education licensed staff~~, they~~ may request up to four (4) days of release time for completion of special education programming needs. This is in addition to the half- day or full-day release time referenced above. These release days are not available to teachers who have at least ninety (90) minutes of case management time per week during the student contact day. Approvals are contingent upon adequate funding.

3. Special education licensed staff members may request additional time for Educational Assistants to meet outside of the student contact day. This time must be utilized for planning for student supports that the Educational Assistant will be responsible for, under the supervision of the licensed staff member. The additional hours must be agreed to voluntarily by the Educational Assistant and approved by the building administrator.

4. Principals may request additional time for licensed special education teacher teams to meet outside of the contract year. For purposes of planning for the following year, the special education team may request up to an additional ten (10) hours of planning time through the principal after school concludes in June. The Special Programs Director will have sole discretion in authorizing additional hours.

~~Q.~~N. ENGLISH LANGUAGE DEVELOPMENT (ELD)

1. A pool of forty (40) days of release time will be available to English Language Development (ELD) licensed staff members for mandated activities separate from teaching/preparation for teaching, such as individualized testing, new student processing, compiling data for state reports, spring transfer meetings and transition record-keeping. ELD licensed staff members may request half-day or full-day release time for such purposes through the Director of Instruction or designee. The appropriate District Director or designee will have sole discretion in authorizing half-day or full-day requests.

2. ELD staff members may request additional time for Educational Assistants to meet outside of the student contact day. Any such time must be utilized for planning for student supports for which the Educational Assistant will be responsible, under the supervision of the licensed staff member. The Educational Assistant will have the option whether to work the requested additional hours.

~~R.~~O. SPLIT-ASSIGNMENT CLASSROOM TEACHERS ~~LICENSED STAFF MEMBERS~~

All split-assignment classroom teachers ~~licensed staff members~~ assigned to more than one (1)

building as part of their daily FTE will be assured travel time of twenty (20) minutes between buildings ~~in addition to a thirty minute (30 minute) duty free lunch period~~. Their workday is to include the normal preparation time. Mileage allowances in accordance with the provisions of Article XVI REQUIRED TRAVEL will be paid for all required travel from building to building.

1. In cases where a classroom teacher ~~licensed staff member~~ has a split assignment, one (1) of the sites that the classroom teacher ~~licensed staff member~~ is assigned will be considered "home base," as designated by the District. The classroom teacher ~~licensed staff member~~ will be responsible for attending staff meetings at the "home base" school and will be responsible for obtaining information generated at the meetings at the other school(s) not considered "home base."

2. A classroom teacher ~~licensed staff member~~ with a split assignment will confer with the building principals to establish the classroom teacher's ~~licensed staff member's~~ assignment of non-instructional duties and attendance at scheduled school events and special meetings, proportional to their assignments in each building.

3. The Association may request a list of all classroom teachers ~~employees~~ teaching part or full-time with split assignments, their respective FTEs, their assignments, their "home base," and their designated prep period.

4. Classroom teachers ~~Employees~~ assigned to more than one (1) building will have the option of a District-provided cell phone capable of performing school-required tasks including but not limited to texting and emailing.

~~S.~~P. WORKLOAD, WORK SPACE AND WORK EQUIPMENT REVIEW

1. It is the District's responsibility to determine and assign the workloads of unit members including, but not limited to, the number of students to be served, caseloads, conditions under which work is performed, the equipment with which work is to be performed and other elements pertaining to employee workload. In the event a licensed staff member believes a District-determined workload, work space, or work equipment allocation to be inequitable, the licensed staff member may notify the principal or immediate supervisor and request review. It is the intention of this provision that concerns related to workload be addressed in a serious and timely manner.

2. Step One. In the event a licensed staff member believes a District-determined workload, work space, or work equipment allocation to be inequitable, the licensed staff member will first notify the principal or immediate supervisor and request review. When a review is requested, the principal/supervisor will meet with the affected licensed staff member to resolve the concern. If, within seven (7) contract days, the concern is not resolved to the satisfaction of the licensed staff member involved, the licensed staff member may request that the process proceed to Step Two. Association and District representatives will be notified of this decision by the licensed staff member and the principal involved. Notification may be made by e-mail.

3. Step Two. In the event a licensed staff member and principal/supervisor are unable to resolve a workload, work space, or work equipment issue, the matter will be brought to the Director of Instruction. The Director of Instruction will have seven (7) contract days to resolve the

concern. If the concern cannot be resolved to the satisfaction of the licensed staff member involved, the licensed staff member may request that the issue proceed to Step Three, the District/Association Workload, Work Space, and Work Equipment Review Committee.

4. Step Three: District/Association Workload, Work Space, and Work Equipment Review Committee.

a. Each review committee will be comprised of six (6) persons: three (3) appointed by the Association and three (3) appointed by the District. The Association and the District will each appoint an alternate person to the review committee in case of a conflict of interest by one of the members resulting in recusal.

b. The review committee will be appointed within three (3) contract days of a request to proceed to Step Three. The review committee will be required to review the process and procedures to be used for hearing workload, work space and work equipment concerns. The process and procedures will be outlined in writing and jointly submitted by SEA and the District prior to the first meeting of the committee.

c. Within ten (10) contract days of the appointment of committee members, the review committee will meet to review the concerns and will issue a recommendation.

~~The Review Committee will be composed of six (6) persons: three (3) appointed by the Association and three (3) appointed by the District. The Association and the District will each appoint an alternate person to the Review Committee in case of a conflict of interest by one of the members resulting in recusal.~~

~~The District/Association Review Committee members will be appointed by the October contract maintenance meeting of each school year. The committee will be required to meet prior to October 31 to review the process and procedures to be used for hearing workload, work space and work equipment concerns. The process and procedures will be outlined in writing and jointly submitted by SEA and the District.~~

~~Within ten (10) contract days of the request to proceed to Step Three, the Committee will meet to review the concern and will issue a recommendation.~~

~~a.~~d. In reviewing the matter, the Committee will meet with the principal/supervisor and the licensed staff member initiating the request, as well as any other persons the Committee determines may have information relevant to the matter. In reviewing the matter, the Committee will be provided information previously considered, along with any previous attempts to resolve the concern.

~~b.~~e. The Committee's task will be to determine:

(1) Whether the workload, work space, or work equipment assigned to the licensed staff member is inequitable, and

(2) If an inequity exists, the reasonable alternatives available and recommended course(s) of action to resolve the dispute.

~~c.~~f. If the Committee determines that inequity in workload, work space, or work equipment exists, its recommendation may include, but is not limited to, the following:

(1) modifying work space,

(2) purchasing needed equipment and/or supplies,

(3) increasing the building FTE,

(4) providing additional educational assistant time,

(5) temporarily increasing the licensed staff member's salary,

(6) modifying class size/composition,

(7) providing additional professional development money and/or days,

(8) providing a suitable mentor,

(9) modifying the teaching assignment to provide fewer class preparations or additional preparation time, or

(10) adjusting non-instructional duties.

~~d.~~g. The recommendation of the Committee will be made by majority vote and will be presented in writing to the Superintendent, with a copy to the Association.

~~e.~~h. Within five (5) contract days, the Superintendent will direct the implementation of the committee's recommendation or will provide an explanation as to why the Committee's recommendation will not be implemented, along with any other direction relevant to the matter. This will be in writing to all parties of interest. The decision will be binding and not grievable.

X. ASSOCIATION DUES AND PAYROLL DEDUCTION

A. The District agrees to deduct Association dues, assessments and voluntary contributions from the salaries of bargaining unit employees as requested by the Association on behalf of the employee. Requests to deduct Association dues will be honored when received in writing from the Association by the fifteenth (15^{th}) of the month prior to the month deductions are to be made. Such authorization will continue in effect from year to year unless revoked in writing by September 30th.

Pursuant to such authorization, the District will deduct the dues in ten (10) equal deductions beginning in November. Deductions authorized after the commencement of the school year will be pro-rated so that the full amount will be deducted by the end of that licensed staff member's payroll period.

The District agrees to provide to the Association information that includes an initial report of each new employee's social security number, home address and phone, work location, position, FTE, and date of hire. Initial reports shall be made as soon as the new employee information is available. Subsequent monthly reports will include any changes to the above information, any change in employment status (e.g., starting and ending dates for unpaid leaves of absence, termination), and the effective date of any change in employment status.

B. The Association agrees to lawfully implement Section A of this article and agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the provisions of Section A of this article, provided the Association's attorneys are allowed to represent the District, as well as the Association, in any such action. If the District insists on having its own attorney(s), then this hold harmless clause will be null and void.

C. If an employee gives written notification to the ~~Human Resources~~Payroll Department of an alleged District clerical error in the employee's payroll deductions for the current school year, the District will investigate. Within thirty (30) working days of verifying such a District clerical error, the District will correct the error. The District's liability for any such error will be retroactive to the date of verification of the error, provided that if the District erroneously pays money to the Association, the Association will promptly remit such money to the injured party upon notification.

D. The District agrees to deduct from the salaries of its licensed staff members as requested by the licensed staff member:

1. Premiums for approved insurance and annuity programs.

~~2. Contributions to the United Way Fund.~~

~~3. Payment to credit unions.~~

~~4.~~2. Other items as approved by the District.

E. Salary Deposits. The District will deposit all licensed staff members' salaries into the licensed staff member's financial institution. Temporary payment by check in lieu of transfer of funds may be granted by the District.

F. For winter and spring vacations, the District will deposit salaries by the last workday before the vacations begin.

G. The District will deposit all Association dues into the appropriate Association account as communicated by the Association president.

XI. INSURANCE

A. JOINT INSURANCE COMMITTEE

The District and the Association agree to participate in a Joint Insurance Committee that includes representation from the Oregon School Employees Association, Springfield Education Association, and Springfield Association of Administrators and Confidentials. Such committee would be composed of three (3) members appointed by each Association and three (3) members appointed by the District. Other District employees or retirees may attend Joint Insurance Committee meetings by invitation of the District or any of the associations. Contractors or agents of the district may also attend Joint Insurance Committee meetings by invitation only.

District and employee contributions shall be allocated to the District Health Plan Fund. This fund is independent of the District General Fund, separated for accounting, payment and reporting purposes. The Health Plan Fund shall be the sole repository of all District and employee insurance contributions and shall pay all claims and costs associated with the operation of the SPS Self-Funded Plan. The District recognizes that moneys in the District Heath Plan Fund will ONLY be used for expenses related to insurance, health, or wellness.

1. The Committee's task will be to advise the District and Association regarding medical, dental, and vision insurance coverage plan designs and carriers for active and retired employees who are contractually covered by such insurance. In addition, the Committee may consider other issues as requested by the District or any of the Associations, except that the Joint Committee will not consider issues arising from disputes over interpretation of negotiated contract language/procedures between individual associations and the District. The insurance committee will ensure that all expenditures of the District Health Plan Fund are related to insurance, health, or wellness.

2. Individual associations will bargain the District contribution levels during regularly scheduled bargaining sessions.

3. If decisions are required by the committee, the Association and District agree to use a consensus model to resolve such decisions. If consensus cannot be reached, voting will be done with each group having the following number of votes: SEA—three (3) votes, OSEA—three (3) votes, SAAC—two (2) votes, and District—one (1) vote.

B. INSURANCE MATRIX

The District and Association agreed to apply to an insurance matrix, which covers medical, dental and vision insurance for all licensed employees, the full bargained amount of the District's monthly contribution towards premium for each employee. The matrix will be adjusted annually in consultation with the Joint Insurance Committee.

NOTE: The District will be presenting information related to financial parameters at the initial proposal exchange on April 8, 2025.

1. The District's monthly contribution for 2022-2023 will be one thousand two hundred sixty five

dollars ($1,265) per month and for 2023-2024 the District's contribution will be one thousand two hundred ninety dollars ($1,290) per month.

2. District contribution for insurance premiums for part-time employees will be a pro-rated portion of the contribution for full-time employees according to the part- time employee's percentage of full employment.

3. Long-Term Disability (LTD) Insurance. The employee will pay the full premium costs of a Long-Term Disability plan provided by the District.

C. VOLUNTARY EARLY RETIREMENT (VER) INSURANCE

1. This section applies to all eligible licensed staff members who elected to participate in the District's Voluntary Early Retirement (VER) Plan and have retired from the District.

2. A VER retiree may elect medical insurance under the plan for current employees as follows:

    a. Single retirees will be enrolled as single coverage.

    b. Retirees with spouses will be enrolled as two-party (2-party) coverage.

    c. Retirees with families will be enrolled as full family.

    d. Retirees may also enroll in a supplemental insurance plan.

3. The District's contribution for VER retirees electing single, two-party (2-party), full family, or supplemental plans, will be the step rate for the elected coverage. The District's contribution will be the same as for current employees, including the cap limitation. VER retirees will receive the same benefits resulting from pooling or blending of rates as active step- rated licensed staff members.

    The same dental and vision plan provided for current employees will be provided for the VER retiree and spouse.

    a. Insurance coverage for the VER retiree and spouse will terminate upon eligibility for Medicare or at age sixty-five (65), whichever comes first.

    b. In the event of the VER retiree's death prior to age sixty-five (65), the employee's spouse will be eligible for insurance for ten (10) years or until eligible for Medicare or age sixty- five (65), whichever of the three (3) comes first. The District's contribution for medical insurance coverage will be as above.

4. When spouses are both retirees of the District and both are eligible for Voluntary Early Retirement, they may combine the amount of the District contributions for each and select desired insurance coverage at the regular open enrollment period.

5. The District will provide a one-hundred-fifty-dollar ($150) monthly stipend for a VER retiree who elects to opt out of District insurance coverage. The stipend will be paid for the same length of time as the retiree's insurance would have been in effect. To qualify for the stipend, the retiree can no longer be covered by ANY District insurance plan.

~~C. INSURANCE BENEFIT FUND~~

~~The SEA and the District agree to suspend the Insurance Benefit Fund described below during the period in which the experience of licensed employees is pooled with experience from classified employees and administrative confidential employees. In the future, if licensed employees experience alone is used to determine premium, the SEA Insurance Benefit Fund will be reinstated as described. The balance of the Insurance Benefit Fund shall be held by the District to be used by the SEA during the life of this contract or beyond.~~

~~In recognition of the licensed staff members' participation in maintaining insurance premiums at a reasonable level, the District will establish an Insurance Benefit Fund.~~

~~1. The fund will be used to mitigate premium increases, not to increase the District's contribution for insurance.~~

~~2. At the end of the plan year, the District shall contribute to the fund amounts based upon the total loss ratio for that year.~~

~~a. The District will contribute seventy-five thousand dollars ($75,000) to the fund if the total loss ratio is ninety-five to one hundred percent (95% to 100%) of medical premium.~~

~~b. The District will contribute one hundred fifty thousand dollars ($150,000) to the fund if the total loss ratio is ninety to ninety-four point nine (90% to 94.9%) of medical premium.~~

~~c. The District will contribute two hundred fifty thousand dollars ($250,000) to the fund if the total loss ratio is less than ninety percent (90%) of medical premium.~~

~~3. Beginning with the 2003–2004 year, the fund shall not exceed the greater of four hundred thousand dollars ($400,000) or ten percent (10%) of medical/dental premium.~~

~~4. The Insurance Benefit Fund shall be dedicated to licensed employee insurance benefits or general health care of employees.~~

~~5. Interest generated by the Insurance Benefit Fund shall be credited to the Insurance Benefit Fund.~~

~~6.~~1. ~~A joint committee, composed of three (3) members appointed by the District and three (3) members appointed by the Association, will be established to ensure responsible expenditure of this fund in compliance with generally accepted accounting principles.~~

XII. SALARY SCHEDULES

A. SALARY INDEX

Salary Schedules for 2025-2026 ~~2022-2023~~ and 2026-2027 ~~2023-2024~~ are based on a three-point-seven-five percent (3.75%) horizontal index and a three-point-seven-five percent (3.75%) vertical index.

B. SALARY SCHEDULE

NOTE: The District will be presenting information related to financial parameters at the initial proposal exchange on April 8, 2025.

1. Effective the first month of the 2022-2023 school year, employees on the Salary Schedule will receive a five percent (5%) Cost of Living Adjustment (COLA). Effective the first month of the 2023-2024 school year, employees on the Salary Schedule will receive a four percent (4%) Cost of Living Adjustment.

2. Employees who have fifteen (15) years as a licensed staff member in the District will receive a longevity stipend as part of their annual salary. The stipend will be calculated at one-point-five percent (1.5%) of step one (1) of the employee's current column. Part-time employees are included with no proration based on FTE. An official leave of absence does not constitute an interruption in consecutive years of service.

3. Beginning July 1, 2023, employees who have twenty-five (25) years as a licensed staff member will receive an additional longevity stipend as part of their annual salary. The stipend will be calculated at an additional one-point-five percent (1.5%) of step one (1) of the employee's current column, for a total of three percent (3%) of step one (1) of the employee's current column. Part-time employees are included with no proration based on FTE. An official leave of absence does not constitute an interruption in consecutive years of service.

4. All licensed employees will receive a three-hundred-dollar ($300) stipend in their September paycheck for use on classroom supplies, professional development, etc. No accounting or receipts are required for these funds.

C. INITIAL PLACEMENT ON THE SALARY SCHEDULE ~~/SALARY COLUMN ADVANCEMENTS~~

	A	B	C	D	E	F	G
Teachers	B	B+23	B+45	B+68 or M	B+90 or M+22 or B+67 w/M	B+105 or B+90 w/M or M+45	M+90 or PhD
Nurses	LPN	RN		RN+B	RN+M		

1. Upon initial employment, teachers will be placed on the salary schedule above in accordance with the Oregon Pay Equity Law and according to the standards set forth in this article. ~~After employment, teachers who meet the criteria for higher salary columns in accordance with this article may advance to such higher columns.~~

2. Initial Placement on the salary schedule (Column). Degrees and credits must be awarded by an accredited college or university in order to be applied for initial placement ~~or advancement~~ on the salary schedule.

3. Initial Placement on the salary schedule (Step). Placement on the salary schedule will be based on full-year teaching experience. Experience will not be awarded for substitute teaching or partial years' service. Full-year teaching experience is equal to one-hundred thirty-five (135) days within a school year. After initial placement on the salary schedule, step advancement will be awarded for each year of full-year teaching experience.

~~4. After initial placement on the salary schedule, step advancement will be awarded for full-year teaching experience. Hours or credits earned must be classified as graduate-level, except for non-graduate hours or credits related to the members' current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for recertification. The number of hours used to advance to the next column is based on quarter hours. Each semester credit earned at a college or university will count as one and one-half (1.5) quarter hours. The superintendent or designee reserves the right to award non-accredited hours for coursework deemed by the District to be equivalent hours awarded by accredited institutions.~~

~~5.~~4. Teachers hired to teach approved vocational courses, and who hold a special vocational license in addition to a basic or standard certificate, will be placed on the salary column that reflects their academic training.

a. Initial step placement for these employees will be determined by granting credit for teaching experience in accordance with this article. Step placement will be determined by crediting one (1) year of teaching experience for each two (2) years of paid, trade-related experience at the journeyman level.

b. After initial placement on the salary schedule, step advancement will be awarded for full-year teaching experience.

~~6.~~5. Licensed staff members who were previously employed by the District as Educational Assistants will be granted up to three (3) additional years of experience for initial placement on the salary schedule. One (1) year of credit will be granted for every two (2) years of continuous service as an Educational Assistant.

~~7.~~6. As of July 1, 2020, licensed staff members will be credited with years of experience for teaching abroad at an accredited school for purposes of initial placement on the salary schedule.

~~8.~~7. LPNs and RNs will be placed accordingly in the highest column for which they qualify educationally. (An RN with a BA+90, for example, would be placed in the BA+90 column, rather than the RN+BA column).

~~9.~~8. To the extent a licensed staff member's placement on the salary schedule is not conspicuously determined by the above, that member's placement will be determined in accordance with the Oregon Pay Equity Law and will be based on relevant education and work experience.

D. OFFICIAL TRANSCRIPTS

Licensed employees may file with the District a letter signed by an authorized official of the institution of higher education to verify the qualification to advance to a higher column on the current salary schedule in lieu of official transcripts on or before October 1, to qualify for the increased pay. The official transcripts will be filed with the District as soon as available.

E. SALARIES OF LESS-THAN-FULL-TIME LICENSED STAFF MEMBERS

Salaries of less-than-full-time licensed staff members will be pro-rated based on full-time equivalence (FTE).

F. HOURS TOWARD COLUMN ADVANCEMENT

1. Eligible Coursework. To qualify for column advancement, courses must be directly related to the employee's current teaching assignment, a future assignment with the District, or an approved professional development area that benefits student learning. Hours used toward advancement from one column to another must be earned from an accredited college or university. Hours or credits earned must be classified as Graduate Hours.

   a. Courses must provide substantive new learning in pedagogy, instructional strategies, subject-matter expertise, special education, educational leadership, or technology integration in the classroom to be considered eligible.

   b. General education courses, personal enrichment courses or courses unrelated to education (i.e.: hobbies, general business, or unrelated sciences) will not be considered for salary advancement.

   c. Coursework that consists primarily of summarizing prior work, compiling past lesson plans, reflecting on past teaching experiences without incorporating new instructional methods, or other non-rigorous activities shall not qualify for salary advancement.

2. Pre-Approval Process. Prior to enrollment in coursework used for column advancement, licensed staff members will submit a request for course approval to Human Resources for pre-approval. Requests should include a course description, syllabus (if available) and a brief explanation of how the course applies to the licensed staff member's professional growth.

3. Verification and Documentation. Upon successful course completion, licensed staff members must provide an official transcript and evidence of coursework, including a sample of graded assignments or projects, if requested. The District reserves the right to audit coursework to ensure compliance with these standards before granting column advancement.

~~Hours used toward advancement from one column to another must be earned from an accredited college or university. Hours or credits earned must be classified as Graduate Hours, except for non-Graduate hours or credits related to the member's current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for~~

~~relicensing. In order to be counted, undergraduate hours or credits must be earned after January 1, 2004.~~

~~1.~~4. The number of hours used to advance to the next column is based on "quarter hours." Each semester credit earned at a college or university will count as one and one-half (1.5) quarter hours.

~~2. After June 30, 2010, non-Graduate hours must be pre-approved by the building administrator or the Human Resources director in order to guarantee use for advancement on the salary schedule.~~

~~3. Courses taken without pre-approval will only count for salary advancement pending approval by the Human Resources director.~~

~~4.~~5. School Nurses and Athletic Trainers may use Continuing Education (CE) hours to move across the salary schedule provided the courses relate to the employee's assignment at the time of the course. Ten (10) Continuing Education hours is equal to one (1) quarter credit hour (Article XII.I). Course hours will begin accumulating as of August 29, 2017. Continuing Education hours used for national certification (Article XXII.G) will not count for movement on the salary schedule.

G. Employees shall be eligible for experience increments if they are "in paid status," i.e., working, on paid leave, or otherwise paid (e.g., on holiday), for seventy percent (70%) of one (1) school year. However, if one does not meet the seventy percent (70%) threshold by virtue of taking FMLA or OFLA leave, the person will nonetheless receive the step increase; and if the District exercises its rights under the FMLA/OFLA "Special Rules for Teachers" to require one to remain on leave through the end of the term, and that causes the person to drop below the seventy-percent-day (70%-day) threshold, they will nonetheless receive the step increase.

XIV. EXTRACURRICULAR AND CO-CURRICLUAR ACTIVITIES

A. PAY FOR ~~COACHING~~EXTRACURRICULAR ACTIVITIES

Pay for ~~coaching District athletics~~extracurricular activities will be in accordance with APPENDIX A of this Agreement. The pay for each position listed in APPENDIX A will include base pay for zero (0) to two (2) years of experience and a longevity increase for three (3) to five (5) years and for six (6) years or more. ~~will be calculated on a base activities salary of point one eight six (.186) of Step 01 on the Salary Schedule. That product is multiplied by the percentage specified for each position in APPENDIX A.~~

Coaches who are SEA members may choose the option of splitting their position ~~salary~~ with another coach. This is only an option for SEA member coaches and can only occur if initiated by the member coaches, not the Athletic Director, nor the District, nor the building administration.

B. PAY FOR ~~SUPERVISING STUDENT ACTIVITIES~~CO-CURRICULAR ACTIVITIES

Pay for ~~supervising student activities~~co-curricular activities will be in accordance with APPENDIX ~~A~~ B of this Agreement. The pay for each position listed in APPENDIX ~~A~~ B will include base pay for zero (0) to two (2) years of experience and a longevity increase for three (3) to five (5) years and for six (6) years or more. ~~will be calculated on a base activities salary of point one eight six (.186) of Step 01 on the Salary Schedule. That product is multiplied by the percentage specified for each position on APPENDIX A.~~

C. ADDITION OF EXTRACURRICULAR OR CO-CURRICULAR POSITIONS

Any request to add an extracurricular position to Appendix A must be submitted to the District Athletic Director for approval. Once approved, the District and Association agree to meet in Contract Maintenance to determine the appropriate placement on Appendix A. Any request to add a co-curricular position to Appendix B must be submitted to the appropriate level director of instruction for approval. Once approved, the District and Association agree to meet in Contract Maintenance to determine the appropriate placement on Appendix B.

~~C. COACHING LONGEVITY PAY~~

~~Licensed staff members will be provided compensation above the pay rates as prescribed in APPENDIX A previous experience in or out of the District in the same responsibility according to the following schedule:~~

~~Previous Years of Experience~~	~~Increase Athletic/Activity Pay By:~~
~~Zero to two (0–2) years~~	~~0 percent (0%)~~
~~Three to five (3–5) years~~	~~5 percent (5%)~~
~~Six (6) years or more~~	~~15 percent (15%)~~

~~D. ASSIGNED SUMMER ACTIVITIES~~

~~All District-assigned summer activities will be paid at the same rate as non-professional duty pay (Article XVI.F).~~

~~E. INACTIVE EXTRACURRICULAR ACTIVITIES~~

~~1. If the District decides to reactivate elementary or middle school voluntary athletic assignments listed as inactive in APPENDIX A – ATHLETICS/ACTIVITIES employees will be paid seventeen dollars ($17.00) per hour.~~

~~1. If the District decides to reactivate elementary or middle school voluntary activity assignments listed as inactive in APPENDIX A – ATHLETICS/ACTIVITIES employees will be paid thirteen dollars ($13.00) per hour.~~

D. EXTENDED SEASON PAY FOR ATHLETICS

1. Definition. "Extended season" means athletic competition that occurs after the Round of Thirty-Two (32) for all team sports and after district and/or regional competition is complete for all other sports.

2. The District will determine the employees to be assigned to attend athletic competition during the extended season including coaches or support group advisors, e.g., band and rally advisors.

3. Coaches and Athletic Directors assigned to attend extended season competition will be compensated for each day on which they are required to supervise practice or competition. Coaches' daily rate of compensation for each day of assigned practice or competition supervision will be calculated by dividing the annual coaching stipend by the number of days in the season as determined by the District.

~~1.~~4. Support group advisors will be compensated on the day the group is required to perform in support of a qualifying OSAA athletic team. Although supervisory responsibilities may extend overnight, salary compensation only includes the athletic contest time as well as preparation for travel and travel to and from the event, provided that compensation will only be for time spent on these activities outside the regular workday. Support group advisors' compensation will be pro-rated on an hourly basis according to the advisors' teaching salary.

XV. SUPPLEMENTAL PAY AND APPAREL SERVICE

A. SUPPLEMENTAL PAY

The determination of the need for the services and the assignment of duties listed in this Article are at the sole discretion of the District.

Supplemental pay for each position listed under Section C of this Article will be calculated utilizing the ~~per diem~~hourly rate of pay for the ~~employee~~ licensed staff member and the number of hours of work performed or by multiplying Step 01 of Column A of the ~~Non-VER~~ Salary Schedule by the percentage listed for the position.

B. SUPPLEMENTAL PAY POSITIONS

1. High School Department Chairpersons support key leadership functions in our comprehensive high schools and will be paid their hourly rate of pay up to a maximum number of hours as determined by the District. The maximum number of hours will be determined by the work to be completed as well as by potential funding sources. ~~(Refer to Instruction Department procedures specific to high school department leadership for additional information on compensation, hiring process, and annual time lines.)~~

2. Elementary Administrative Assistants, seven-point-four-two percent (7.42%). When situations require that administrative assistants need help in their duties, assistance may be provided from the District, including authorization for substitutes.

3. Instructional support licensed staff members (i.e. literacy, math, behavior, and TAG) will be paid their hourly rate of pay up to a maximum number of hours as determined by the District. In addition, substitute release days will be provided up to a maximum number of days as determined by the District. These positions for which zero (0) FTE is assigned will be voluntary positions.

4. Educational Technology Leaders will be assigned an Educational Technology Leader fund or stipend. The fund allocated to pay Educational Technology Leaders may be used for stipends, or extra duty days, or compensating additional help. For the fund to be used other than a stipend, a plan will be submitted to and approved by the principal. Educational Technology Leaders will receive the following stipend and extra duty days and will sign an agreement with the District on an annual basis outlining the duties and responsibilities associated with the assignment.

    a. Site-based Educational Technology Leaders.

        (1) Each elementary, secondary, middle and small high school will be allocated one (1) Educational Technology Leader.

        (2) Each comprehensive high school will be allocated two (2) Educational Technology Leaders.

b. Training Days.

(1) Educational Technology Leaders shall be provided with one (1) training day before in- service week.

c. Extra Duty Days.

(1) Educational Technology Leaders will be provided extra duty days to prepare for school in order to support teachers during in-service week as follows:

(a) Large schools (more than 500 students) will be allocated three (3) extra duty days.

(b) Medium schools (250 – 499 students) will be allocated two (2) extra duty days.

(c) Small schools (less than 250 students) will be allocated one (1) extra duty day.

(d) Educational Technology Leaders will be provided with one (1) extra duty day to prepare for the end of the school year.

d. Compensation.

(1) Educational Technology Leaders will receive an annual stipend of five hundred dollars ($500) and a school based stipend calculated as follows:

(a) Elementary, middle and small high schools: Base plus 1.5 multiplied by (number of students).

(b) Comprehensive high schools: Base plus 1.5 multiplied by (number of students), divided by two (2).

(c) Base = column one (1), step one (1) multiplied by 4.4 percent.

5. Saturday School. Licensed staff members who supervise Saturday School shall be paid at the hourly rates, based on Step 05 on the Bachelor's column of the non-VER salary schedule. Maximum hours will be set as follows: high school licensed staff members will not exceed six (6) hours per week and middle school licensed staff members will not exceed four (4) hours per week.

6. Athletic Directors, nine-point-two percent (9.2%) per season (three [3] seasons in a year).

~~7. Elementary Head Licensed Staff Members, fifteen-point-oh-four percent (15.04%).~~

7. Site-based Equity and Inclusion Leadership Team Members. Each elementary, middle and high school will be allocated one (1) Equity and Inclusion Leadership Team member.

a. Extra Duty Days

(1) Equity and Inclusion Leaders will be provided with one (1) extra duty day for training before in-service week.

(2) Equity and Inclusion Leaders will be provided with one (1) extra duty day to prepare for the end of the school year.

b. Compensation

(1) Equity and Inclusion Leaders will receive an annual stipend of twenty-five hundred dollars ($2500).

8. Site-based Student Union/Student Alliance Facilitators. Each student union/student alliance group will be allocated one (1) facilitator.

a. Approved Student Union/Student Alliance Groups

(1) Facilitators will be allocated for each approved Student Union and/or Student Alliance. The list of approved groups are enclosed with this Agreement.

(2) The approved list of Student Union/Student Alliance groups includes the following: Asian (or AAPI) Student Union, Black Student Union, Gender & Sexualities Alliance, Latinx Student Union, Multicultural Student Union, Native American Student Union, and Women's Empowerment Alliance.

(3) Any request to add a Student Union or Student Alliance must be submitted to the District's Equity and Inclusion Coordinator to determine if it meets the criteria of a Student Union/Student Alliance. The Equity and Incusion Coordinator will forward any recommendation which meets this criteria to be reviewed and approved by the Association and the District in Contract Maintenance in order for the facilitator to be compensated in accordance with this agreement.

b. Compensation

(1) Elementary. Facilitators of Elementary Student Unions and/or Student Alliances will receive an annual stipend of seven-hundred fifty dollars ($750).

(2) Secondary. Facilitators of Secondary Student Unions and/or Student Alliances will receive an annual stipend of one-thousand five-hundred dollars ($1500).

C. EXTENDED CONTRACTS

At the start of the year, the District designee will determine which of the "maximum of" categories are eligible for extended contract along with the number of days they will receive. Categories listed without "maximum of" will receive their stated days. Licensed staff members receiving extended

contracts will be paid at their hourly rate determined upon their base pay. These days will be submitted on time sheets and paid during the next available pay cycle. Members will be notified by the building principal in September and the information shared with the SEA in October.

1. Industrial Education Teachers—a maximum of four (4) days.

2. Family and Consumer Studies Teachers—a maximum of three (3) days.

3. Senior High Librarians—a maximum of ten (10) days.

4. Mid-School Librarians—a maximum of six (6) days.

5. Elementary Librarians—a maximum of four (4) days.

6. Art Teachers—a maximum of three (3) days.

7. High School Counselors—a maximum of ten (10) days.

8. Mid-School Counselors—a maximum of six (6) days.

9. Elementary Counselors—a maximum of two (2) days.

10. High School Science—a maximum of three (3) days per high school per year if required by the District to perform detailed inventory of science equipment.

11. Transition Record-Keepers.

    a. Elementary fifth-grade teachers—one-half (1/2) day

    b. Middle School eighth-grade bloc teachers—one-half (1/2) day.

    c. In elementary K-8 schools, fifth-grade and eighth-grade bloc teachers— one-half (1/2) day.

12. Middle School Physical Education Teachers will receive by request only one (1) day of extended contract at the end of the school year for cleaning and storing equipment.

D. LICENSED STAFF MEMBER SUBPOENAS

A licensed staff member subpoenaed by the District or required in writing by the District to attend legal hearings during a licensed staff member vacation period or after the end of the contracted work year on days when the licensed staff member is not otherwise required to be on duty, will be paid at their hourly rate determined upon their base pay for the time spent in such hearings.

E. NONPROFESSIONAL DUTY PAY

The District will pay licensed staff members at an hourly rate for those duties assigned by a building

principal or activities director for which the licensed staff member must return to the school or activity beyond those hours or duties for which they are normally paid. All licensed staff members will have the opportunity to have their names included on the list of those requesting voluntary assignment to nonprofessional duties available in the District.

For the 2022-2023 contract year, the District will pay licensed staff members at the rate of eighteen dollars ($18.00) per hour for such duties. In each subsequent year, the rate will increase by the same percentage by which the salary schedule increases.

F. WORKSHOPS AND CURRICULUM ACTIVITIES OUTSIDE THE SCHOOL DAY

Licensed staff members participating in District-sponsored workshops and curriculum activities outside the school day and not including professional development duties and responsibilities will be paid according to the following schedule:

1. Required time will be paid an hourly rate determined upon their base pay.

2. Stipend positions:

   a. A list of stipend-related positions covering duties, tasks and roles that fall outside the employee's work responsibilities will be developed and maintained by the District.

   b. A scope of the work outlining the level of work, amount of time, deliverables, and stipend amount will be provided to the employee

   c. Stipends will be determined with the following calculation: estimated time required times forty dollars ($40) per hour.

3. Work that is receptive in nature or that requires minimal sharing of information will be paid at the rate of thirty-five dollars ($35) per hour.

G. APPAREL SERVICE

Based upon a determination of need by the school administration and according to rules adopted by the administration, shop coats will be furnished and laundered by the District for Vocational and Industrial Education teachers and laboratory coats will be furnished and laundered for Art and Science teachers. These coats will be provided within ten (10) working days of the first contract day. If the District is unable to provide them by this time, the licensed staff member will be compensated for any loss to personal clothing and for cleaning costs.

~~H. EXTENDED SEASON PAY FOR ATHLETICS~~

~~1. Definition. "Extended season" means athletic competition that occurs after the Round of Thirty-Two (32) for all team sports and after district and/or regional competition is complete for all other sports.~~

~~2. The District will determine the employees to be assigned to attend athletic competition during the extended season including coaches or support group advisors, e.g., band and rally~~

~~advisors.~~

~~3. Coaches and Athletic Directors assigned to attend extended season competition will be compensated for each day on which they are required to supervise practice or competition. Coaches' daily rate of compensation for each day of assigned practice or competition supervision will be calculated by dividing the annual coaching stipend by the number of days in the season as determined by the District.~~

~~4.~~1. ~~Support group advisors will be compensated on the day the group is required to perform in support of a qualifying OSAA athletic team. Although supervisory responsibilities may extend overnight, salary compensation only includes the athletic contest time as well as preparation for travel and travel to and from the event, provided that compensation will only be for time spent on these activities outside the regular workday. Support group advisors' compensation will be pro-rated on an hourly basis according to the advisors' teaching salary.~~

XVI. REQUIRED TRAVEL

A. Licensed staff members will not be permitted ~~required~~ to drive students to activities which take place away from the school building, except those licensed staff members who are trained and certified through the Transportation department to operate and drive Type-10 and/or Type-20 vehicles as part of their coaching and/or activity leader duties. ~~A licensed staff member may do so voluntarily, however, with the advance approval of their principal or immediate supervisor, they will be compensated at the current state mileage rate for the use of their own automobile.~~

B. Licensed staff members will be reimbursed at the current IRS ~~State~~ mileage rate if required in writing by the District to drive their personal automobiles outside the limits of the City of Springfield (excluding Walterville Elementary School) while performing District-assigned duties.

C. At the effective date of this Agreement, the Board will arrange for and maintain liability insurance in usual form covering the District and the licensed staff member for liability to third persons resulting from any negligent act or omission of the licensed staff member arising in the course of the authorized use of their automobile in the performance of school duties.

XVIII. ~~EMPLOYEE~~LICENSED STAFF MEMBER RIGHTS

A. DISCIPLINE

1. The Association has recognized in another section of this contract the right of the Board to establish and enforce rules and regulations, not in conflict with this Agreement, and to discipline professional ~~employee~~licensed staff members for violation of these rules and regulations. However, no ~~employee~~licensed staff member~~-~~ will be disciplined without just cause and unless the generally accepted rights of due process are protected. ~~Employee~~Licensed staff member accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. ~~A~~ Growth and support goals and/or a plan of assistance ~~is~~ do not constitute ~~not~~ disciplinary action.

2. Just cause does not apply to the dismissal of a contract or probationary licensed staff member, the non-extension of a contract licensed staff member, the nonrenewal of a probationary licensed staff member's contract (such matters are excluded because they are governed by the Fair Dismissal Law), or co-curricular or extra-duty assignments.

B. RIGHT TO REPRESENTATION

~~An employee~~A licensed staff member shall be granted representation during any meeting which might reasonably be expected to lead to disciplinary action. The Association will annually notify ~~employees~~ licensed staff members of their right to representation. When a request for representation is made the meeting may be delayed no longer than the end of the immediately following contract day, or forty-eight (48) hours, if the requested meeting occurs on the last day of the contract year.

C. PERSONNEL FILES

The personnel file shall be the repository of material related to employment. A working file, which is a collection of documents that could be used for evaluation and discipline, is permitted, but materials must be placed in the personnel file ~~if they are to be~~once they are used for evaluation or discipline.

1. The Board agrees to protect the confidentiality of all personnel files; references; academic credentials; working files; investigatory files; and any other documents in the above file, to the extent permitted by Oregon law.

2. A licensed staff member shall be shown all material before it is placed in the personnel file except that personnel and payroll documents, including licenses, academic records, and payroll information shall be routinely placed in personnel files without notice to ~~employee~~licensed staff members.

3. ~~An employee~~ A licensed staff member shall have the right to review the personnel and working files with a representative present and to receive a copy of any document contained therein.

4. ~~An employee~~ A licensed staff member shall have the opportunity to submit a written response to material placed in ~~his/her~~their personnel ~~or working~~ file within ten (10) calendar days and to have said response included in the file.

5. After three (3) years, a~~n employee~~ licensed staff member may request from the Director of Human Resources the removal of outdated materials that do not pertain to evaluation or discipline or materials required for the financial management of the District. Removal of any document will comply with State of Oregon archival records laws and administrative rules.

6. Evidence not previously recorded in the licensed staff member's District personnel file prior to the notification of the demotion, discipline or other involuntary change in the employment status will not be used by the Board as a basis for its action.

~~D. COMPLAINT PROCEDURE~~

~~A licensed staff member must be informed verbally or in writing of a formal complaint and the nature of the complaint within ten (10) contract days of receipt of the complaint. All complaints shall be signed by the complainant or the circumstances giving rise to the complaint signed by an administrator. The administrator will inform the licensed staff member of the identity of the complainant (except where federal or state law or agencies precludes disclosure of the complainant's identity).~~

~~1. A conference will be held with the licensed staff member regarding the complaint. During vacation and/or holiday period(s), every effort will be made to handle the complaint expeditiously.~~

~~2. Unsubstantiated or unfounded complaints shall not impact a licensed staff member's evaluation.~~

~~3. Only complaints which result in disciplinary action or an evaluative record shall be placed in the licensed staff member's personnel file and shall not be removed for any reasons, except if the related discipline is overturned. An employee shall have the right to attach the employee's response, or any other relevant documents to any document included under this subsection.~~

~~4. If the bargaining unit member is dissatisfied with the resolution, they may appeal to the Superintendent or, if dissatisfied, to the Board level.~~

~~5. The employee has the right to Association representation at all levels of this procedure.~~

~~E.~~D. CRITICISM OF LICENSED STAFF MEMBERS

Any criticism by a supervisor, administrator, or Board member of a licensed staff member and ~~his/her~~their instructional methodology will be made in confidence and not in the presence of students, other licensed staff members, parents, or other public gatherings, provided that, at the election of the supervisor, administrator or Board member, or the licensed staff member, an observer may be present.

~~F.~~E. EVALUATION

All licensed staff members shall be evaluated using the District procedure as articulated in the Growth and Evaluation Handbook. The Association and District will collaborate on revising the Growth and Evaluation Handbook as needed.

1. The goal of evaluations for licensed staff members is to improve instruction and make decisions regarding continued employment.

2. Licensed evaluations shall be conducted consistent with State law ORS 342.850 and SB 290. The District will follow guidelines for ~~directed~~ growth and support goals and plans of assistance as stated in the Growth and Evaluation Handbook for both probationary and contract ~~employees~~licensed staff members.

3. Peer assistance shall be voluntary on the part of the ~~person~~ licensed staff member needing help and the licensed staff member(s) providing the peer assistance. Licensed staff members providing peer assistance shall not be required to testify against another licensed staff member regarding the substance of peer evaluation.

~~G.~~F. SAFETY

1. The District shall provide a safe and healthful working environment for all ~~employees~~ licensed staff members so ~~employees~~ they will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being as determined by the ~~district~~ District in conjunction with the Risk Management team. ~~Unit~~ Licensed staff members will be informed immediately when they are potentially exposed to contagious diseases, illnesses, or environmental hazards.

2. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds, as may be required through the use of necessary lighting and other safety precautions.

3. The District will make a good faith effort to post notice when non-routine cleaners, paints, sealants, and other chemicals are to be used at the worksite.

4. Written protocols and procedures will specify the ~~staff member(s)~~licensed staff member(s) ~~or adult(s)~~ who have been assigned with the responsibilities to implement the health protocols. ~~Staff~~ Licensed staff members will not be responsible for implementing protocol prior to receiving training. Reasonable effort will be made to exempt the classroom teacher from such responsibility with the exception of an imminent life-threatening event.

~~H.~~G. DISRUPTIVE OR THREATENING STUDENT BEHAVIOR/INFORMING ~~EMPLOYEE~~LICENSED STAFF MEMBERS

1. ~~Members~~ Licensed staff members in the building will have input into the school-wide behavior support system. As part of the school-wide behavior support system, data must be maintained at the building level (e.g., regarding room clears associated with physical aggression and/or threats of harm). Additionally, training and support associated with school-wide and

individual student behavioral support data will be prioritized for general education and specialized staff. Recommended training and supports will include, but are not limited to, de-escalation, trauma-informed practices, restorative practices, functional behavioral assessments, and positive behavioral supports.

2. In the event a licensed staff member is harassed, seriously threatened, or physically harmed by a student, the licensed staff member is asked to report to the administrator as soon as possible so that action may be taken to implement the appropriate threat assessment protocol. A team-based threat/risk assessment protocol should be completed within three (3) school days of previously mentioned incidents. Principal will ensure that an appropriate threat assessment is completed and that the written results as to seriousness of the threat and actions taken will be shared with impacted licensed staff member(s) within two (2) school days of completion of the threat/risk assessment. If the student's behavior is considered a continued and/or serious source of harassment, threat, or physical harm, the student may be removed from the class until the safety planning process is completed. The harassed, seriously threatened, or physically harmed licensed staff member will have input during the safety planning process. If it is determined that the student needs to be removed from the class during the safety planning process, appropriate education services will continue in accordance with state and federal special education laws.

   If any licensed staff member reports to a member of the team that the existing safety plan is unsuccessful, a follow up meeting will happen within three (3) school days of the report to adjust the student's safety plan as appropriate.

3. The District will obtain from juvenile authorities available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offenses. School officials will set up procedures so that this information will be available, in accordance with the law, to members who have a "need to know" as a result of an assignment to teach or supervise the student.

4. The District will establish procedures for alerting licensed staff member(s) whose name(s) appear on a targeted list threatening violence or harm to the district ~~employee~~licensed staff member and when threats of violence or harm are made by a student or others.

5. If the licensed staff member completes a written behavioral referral, the licensed staff member will receive feedback about whether disciplinary action is taken or not. Communication from the site- based administrator (or designee) to teachers will take place as follows:

   a. When a major referral is submitted and disciplinary action is taken by the site-based administrator, suspension or otherwise, the site-based administrator (or designee) will communicate decisions/actions to the ~~teacher~~ licensed staff member within five (5) school days.

   b. When a major referral associated with physical aggression toward adult or peer is submitted and disciplinary action is taken by the site-based administrator, suspension or otherwise, the site- based administrator (or designee) will communicate decisions/actions to the ~~teacher~~licensed staff member, preferred within one (1) school day, must take place

within three (3) school days.

c. If disciplinary action is not taken, that decision will be communicated to the ~~teacher~~ licensed staff member within five (5) school days.

~~I.~~H. BEHAVIOR SUPPORT SYSTEMS

1. Each building will have a school-wide behavior support system in place. The system will be created by the school-wide behavior support team and shared out to all staff. The system will include procedures for processing referrals, communicating with ~~teachers~~ licensed staff members after a referral, and trainings for staff on Positive Behavior Support systems and strategies.

2. In order to ensure that student concerns are addressed ~~through the building level intensive behavioral support process~~at the building level, the following conditions shall prompt ~~Tier 2/3~~ a behavior support planning process:~~response~~:

   a. A communication form, request for assistance or equivalent are completed by the ~~teacher~~licensed staff member, OR

   b. Considerable referrals have been written, OR

   c. Ongoing extreme behaviors are present.

~~3.~~ Assuming one of these conditions has been met, the building administrator will convene a ~~Tier 2/3~~behavior support planning team meeting, which will include a building or District-level behavior support specialist and may include the instructing/classroom licensed staff member or another general education licensed staff member. ~~minimally include the following membership:~~

~~4. A standing general education teacher.~~

~~5. The instructing/classroom teacher shall always be invited to attend the meetings.~~

~~6. A building or District-level behavior support specialist (i.e.: TOSA).~~

~~J.~~I. NONDISCRIMINATION

1. The district shall promote nondiscrimination and an environment free of harassment. Harassment includes, but is not limited to, any act that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or any other basis protected by law. Harassment includes disparate and unfair treatment and intimidation.

2. Sexual orientation means an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identity, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.

~~K.~~J. INTELLECTUAL PROPERTY

1. The parties recognize that ~~employee~~licensed staff members retain authorship or patent interests in all works created outside the scope of employment (created outside of work hours without the use of school district property including computers, supplies, textbooks).

2. In addition, the parties wish to encourage increased creativity and productivity of ~~employee~~licensed staff members in producing materials for the classroom or for benefit and use of the ~~Employer~~District. The ~~Employer~~ District hereby agrees to waive and relinquish to the ~~employee~~licensed staff member any copyright or patent interests for works created by individual ~~employee~~licensed staff members using ~~Employer~~District-provided equipment or created in the course of their employment. However, the ~~employee~~licensed staff member must allow the ~~Employer~~ District unlimited license for the use of such materials or inventions in ~~Employer~~ District classrooms and on ~~Employer~~ District premises without any charge or fee.

XIX. VACANCIES AND TRANSFERS

A. VACANCIES

1. A vacancy is defined as a situation where a position previously held by a bargaining unit member is declared by the District to be vacant or when the District declares a new position to be created.

2. The District will declare a vacancy after it has assigned all licensed staff to positions for which they are qualified. All declared vacancies will be listed in a timely manner on the District's website. The listings will be updated as needed.

3. Current full- or part-time licensed employees may apply for any District-declared vacancy by applying through the District's application process. ~~submitting a cover letter expressing interest and a current resume.~~

4. At least four (4) current full- or part-time licensed staff members applying for and meeting the minimum qualifications of a posted vacancy, or any vacancy point-five (.5) FTE or greater, will be ~~given an interview~~interviewed.

5. Current licensed staff members who apply for and are not interviewed, or are interviewed but not selected for listed vacancies, will be personally notified in writing by the hiring supervisor ~~Human Resources Offices~~ as to the reasons. Unsuccessful candidates for open positions may contact the Human Resources department ~~Director of Human Resources~~ for additional information.

B. REQUEST FOR TRANSFER

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employees.

1. The District will establish a procedure by which licensed staff members may request transfer to another building. The procedure will specify, at a minimum, an annual opportunity for licensed staff members to submit requests for voluntary transfer, the dates during which licensed staff members may be considered for voluntary transfer, and, upon request, the rights of licensed staff members who are considered for, but not granted, a voluntary transfer to meet with the appropriate administrator to discuss the reasons for the decision.

2. The District will notify licensed staff members in writing of the process for requesting voluntary transfers each year, including time line and appropriate form to be used.

3. If licensed staff members desire a change or modification of current assignment within the current building, the request should be addressed to the building principal.

C. INVOLUNTARY TRANSFERS

1. Each year, the District will determine the appropriate staffing levels for buildings and

departments. Once FTE allocations have been determined, the District will inform building or department administrators of any reductions in FTE for the following school year.

2. In the event that a building or department administrator has been informed of an FTE reduction that requires an involuntary transfer, the building or department administrator will notify licensed staff members of the reduction and provide an opportunity for licensed staff members to volunteer for the transfer. If more than one licensed staff member expresses interest in the involuntary transfer, the building or department administrator will make a determination and notify each licensed staff member of their decision within five (5) days of receiving their request.

3. If no licensed staff member volunteers to be transferred, the building or department administrator will recommend to the Director of Human Resources a licensed staff member to be transferred.

~~When building administrators are informed that the projected FTE for their building is being reduced for the coming year, the District and/or the building administrator will informally request and consider qualified volunteers to be involuntarily transferred. Involuntary transfers made in order to maintain a part-time employee's FTE shall not be subject to this stipulation. Building administrators will notify staff who are not granted a request for involuntary transfer in writing within ten (10) working days of the decision, including the explanation(s) as to why the request was not granted.~~

~~A licensed staff members will be notified as soon as possible of a pending involuntary transfer and have the opportunity to make known to the appropriate administrators their wishes regarding a new assignment. A licensed staff member designated to be involuntarily transferred will be informed of appropriate vacancies known at the time they are told of the transfer decision. The licensed staff member may request and be granted an interview for any of the known vacancies.~~

~~1.~~4. An involuntary transfer shall not be effected or announced until the licensed staff member has been notified by Human Resources in writing. ~~A conference shall be held with the receiving administrator assoon as possible.~~

~~2.~~5. The licensed staff member being involuntarily transferred or given an assignment change to another building during the school year once the school year has begun will be provided ~~a minimum of~~ three (3) duty-free working days to prepare for the new assignment unless the circumstances involving a change of assignment do not allow for three (3) duty-free days. In that case, the licensed staff member will receive two (2) days' pay at their daily rate.

~~3.~~6. A licensed staff member notified of involuntary transfer prior to the beginning of the school year ~~for the succeeding school year~~ will be provided three (3) extended contract days to prepare for the new assignment, unless the circumstances involving a change of assignment do not allow for three (3) extended contract days. In that case, the licensed staff member will receive two (2) days' pay at their daily rate in lieu of extended contract days~~.~~

~~4.~~7. If it is necessary for an employee to return to school for additional licensure to properly qualify under ORS 342.125 ~~ORS 342.135~~ for the new position to which the employee is involuntarily

transferred, the District will pay the full tuition or provide the necessary programs.

~~5.~~8. A licensed staff member who has been involuntarily transferred because a program or position has been eliminated due to budget cuts will be given first chance to return to the program or position once it is reinstated. In the event the program or position is reinstated after the start of the school year, the District can temporarily fill the position for that year; however, the licensed staff member who had been involuntarily transferred will be given the opportunity to return to the program or position the following school year.

~~6.~~9. Any licensed staff member who has been involuntarily transferred and who applies for a voluntary transfer the following year will be granted an interview for any requested positions that meet their endorsement.

D. CLASSROOM MOVES

In the event a licensed staff member is required by the principal or District to move to another classroom in the same building, the licensed staff member will be given two (2) duty-free days or the equivalent of two (2) days' pay to complete the move. Licensed staff members will not be compensated for employee- initiated classroom moves.

XXI. PROFESSIONAL DEVELOPMENT

A. CONFERENCE AND CREDIT FUND

The District will establish a thirty-thousand-dollar ($30,000) fund to be administered jointly by the Association and District. As of July 1, 2020, the District will increase the fund to forty- thousand-dollars ($40,000). Licensed staff members may apply for reimbursement up to fifteen hundred dollars ($1,500) for professional development experiences including conferences and credit classes. The joint committee will be composed of three (3) members appointed by the District and three (3) appointed by the Association, and will meet to review applications twice per year.

1. Out-of-state travel for licensed employees must be pre-approved by the District leadership team.

~~1.~~2. Application for reimbursement must be pre-approved by the joint committee.

~~2.~~3. Applicant must show a connection between their chosen task and their current/future assignment, professional goals, building goals, district initiatives or student learning goals.

~~3.~~4. Applicant must submit and receive approval for professional development activities that they will facilitate at the building or district level.

~~4.~~5. Applicant may not have received reimbursement in the previous three (3) years, unless there are no other viable candidates.

~~5.~~6. If an employee uses personal and/or professional leave days for the conference, the District will match the number of days up to a maximum of three (3) days per person and a maximum of thirty (30) days overall of substitute time.

B. PROFESSIONAL DEVELOPMENT FOR LICENSED EMPLOYEES

The District will provide professional development support to each employee for the purpose of collaboration and professional development as follows:

1. Professional Development Hours ~~Seminars~~

a. Each year, the District will develop a work calendar that includes twelve (12) hours of teacher directed professional development, which will include an eight (8) hour block of time on the Statewide In-service day in October.

b. Early release days as identified on the academic calendar will be District directed time.

~~a.~~c. ~~The professional development seminars will be evenly split between three (3) foci: (1) Licensed staff member, teacher-directed, (2) Building-directed— guided, organized and supported by the building-based leadership team, and (3) District-directed. The District may interrupt building- based plans if required by either state/grant mandates or system-critical issues.~~

~~b.~~d. ~~The Seminars assigned as building and district topics may be redistributed if buildings are either in sanctions (more district directed) or named model schools (more building directed), but those allocated as licensed staff member directed will be maintained.~~

~~c.~~e. ~~For the duration of this contract, the final Teacher Choice Day will be recommended to occur on the last day of school, pending approval from the School Board. This recommendation will be reevaluated including staff input by the spring of 2019. The District and Association agree that there will be no pay for offering a class/unclass on this Teacher Choice Day and (2) teachers may elect how to best use this time to support their professional needs.~~

~~2. Professional Development Committee~~

~~a. The Professional Development Seminar structures that pertain to teacher- directed seminars and communications will be created, revised and shared by the Professional Development Committee. The committee will consist of:~~

~~(1) Representatives from District leadership, administrators, SEA leadership, participants from the Springfield Teacher Leader Cadre and CLASS team members with at least one- half plus one (1/2+1) of the committee members being licensed employee.~~

~~(2) At least three (3) licensed representatives from each grade level: elementary, middle and high school, along with three (3) non-classroom licensed staff members (licensed employees not assigned to the classroom) and SEA president for a total of thirteen (13) representatives. The goal in creating this team will be to create as diverse a representation of the current licensed staff as possible.~~

~~(3) This team will be collaboratively appointed by the Association and District no later than September 30 and will come together at least once per quarter.~~

~~(4) The team will identify district-wide educational needs through periodic staff surveys and information from the TalentEd/evaluation programs. Information from these surveys along with the decisions made about professional development and collaborative activities will be supported by the District and publicized.~~

~~3. Professional Development Days~~

~~In addition, each employee will have available each year two (2) paid release days for participation in professional development activities related to the employee's current or District-approved future teaching assignment or, as approved by the principal, to observe teacher(s) in the classroom or for a clinic related to a current extracurricular assignment. Release days may be denied if not requested at least five (5) days in advance.~~

~~a. To access these professional days, the employee must both:~~

~~(1) Show a connection between their chosen task and their professional goals, building~~

goals, district initiatives or student learning goals (SLG), AND

(2) Articulate how they plan to share their learning upon return. Plans for sharing the learning must be impactful to others' practice, submitted at the time of the request and approved by the building administrator before the leave occurs. Share out ideas may include but are not limited to a written summary; discussion(s) with his/her teaching partner(s), grade- or subject-level team, PLC, leadership team, building, or peers in another school; or offering a professional development activity (Seminar or other) to staff in the District.

(3) As of July 1, 2020, if a teacher is enrolled in a three (3) day Research for Better Teaching (RBT) module while accessing their two (2) professional development days, they will be able to submit for a third professional development day for that module. All three (3) days shall be requested at the same time.

b. Use of leave on any day before or after a holiday or other recess period, or during the first or last two (2) weeks of the licensed staff member's work year, for employee-initiated absences will be allowed under the following conditions.

(1) Requests for leave must be made electronically and/or in writing on the "Employee Exception Time Report" forms and submitted to the building administrator.

(2) The Human Resources Department will approve a maximum of thirty (30) licensed staff members to be released for employee- initiated absences.

(3) Employee initiated absences will include Paid Personal Leave, Professional Development paid days and Personal Leave (unpaid).

4. Maximum licensed staff to be released on any one (1) day for employee-initiated absences for personal and professional leave will not exceed the following building ratio:

1 to 19 licensed staff	—	two (2) employees
20 to 29 licensed staff	—	three (3) employees
30 to 39 licensed staff	—	four (4) employees
40 to 49 licensed staff	—	five (5) employees
50 to 59 licensed staff	—	six (6) employees
60 to 69 licensed staff	—	seven (7) employees
70 to 79 licensed staff	—	eight (8) employees
80 to 89 licensed staff	—	nine (9) employees
90 to 99 licensed staff	—	ten (10) employees

5. Gateways High School licensed staff will be provided one (1) monthly meeting at least forty-five (45) minutes in duration for collaboration.

6.2. Peer assistance shall be voluntary on the part of the person needing help and the licensed staff member(s) providing the peer assistance. See further information in Article XVIII.F.

C. IN-DISTRICT LICENSED STAFF MEMBER EXCHANGE

The District will establish a procedure by which licensed staff members may request an exchange of regular positions between buildings for one (1) year. If both licensed staff members requesting the exchange are assigned to teach classes organized on a semester basis, exchanges for one (1) semester or one (1) year may be requested. Exchanges will not be continued beyond one (1) year.

1. The District retains the final authority to determine whether to approve a requested exchange.

2. Each licensed staff member will return to the position held prior to exchange at the conclusion of the exchange period, unless the position has been eliminated.

3. In the event the position has been eliminated, the licensed staff member will be assigned to a substantially equivalent position, provided that licensed staff members who have exchanged positions will be subject to the reduction-in-force provisions of this Agreement and State law to the same extent as other licensed staff members.

4. This Article provides for in-District licensed staff member exchanges of up to one (1) year. If the licensed staff members involved would like the exchange to be permanent, both must apply for voluntary transfers in accord with Article XIX VACANCIES AND TRANSFERS and current administrative procedures for voluntary transfers.

D. NATIONAL CERTIFICATION

1. Recognition. Springfield Public Schools recognizes the following National Certifications:

   a. National Board Certification (NBC)

   b. Certificates of Clinical Competency (CCC)

   c. National School Nurse Certification (NSNC)

   d. National Association of School Psychologists (NASP)

   e. National Athletic Trainers (NAT)

   f. Board Certified Behavior Analysts (BCBA)

   ~~f.~~g. National Board for Certification in Occupational Therapy (NBCOT)

2. Stipend

   a. Licensed staff members achieving national certification will receive a two-thousand dollar ($2,000) stipend beginning the first year after the licensed staff member has achieved certification and will continue to receive the stipend for as long as the licensed staff member remains certified by their national certification board.

b. To receive the stipend, licensed staff members must submit their certification to the Human Resources Department by October 1.

3. Supports

a. Licensed staff members achieving national certification ~~, including nurses, school psychologists, athletic trainers, occupational therapists, and physical therapists, participating in the program~~ may utilize video production equipment owned by the District if the equipment is available, following Board Policy KGF.

b. Licensed staff members working through a process of national certification will be granted two (2) additional professional development days to be used for activities related to the national certification process, including videotaping evaluation and revision, test-taking and preparation, and portfolio preparation. Licensed staff members must use the two (2) professional days granted them by the District ~~(Article XXI.B.3)~~ before accessing the two (2) additional professional development days.

4. Gaining recognition

a. If a licensed staff member seeks a national certification not listed above, they may present specifics on the process to the Human Resources Director and the Bargaining Chair for review.

b. This committee will review the process in comparison to the processes of the certifications listed above. If it is similar in the time and expertise required, the certification will be added to the list.

c. If the committee denies the certification, they will provide a written statement of the reasons for their conclusion. The applicant may appeal the decision to the Superintendent and the SEA President, whose conclusion will be final.

~~E. CERTIFICATES OF CLINICAL COMPETENCY~~

~~Licensed staff members holding Certificates of Clinical Competency (speech therapy) will receive a stipend of two thousand dollars ($2,000) per year for the time they hold the certificate. Employees will be required to verify annually that they hold the CCC by providing a copy of the certificate to the Human Resources Office.~~

~~F. NATIONAL SCHOOL NURSE CERTIFICATION~~

~~1. Licensed staff members holding a National School Nurse Certification (school nurses) will receive a stipend of two thousand dollars ($2,000) per year for the time they hold the certificate. Employees will be required to verify annually that they hold the Certification by providing a copy of the certificate to the Human Resources Department. Hours used to acquire the National School Nurse Certification may not be used to move across on the salary schedule (Article XIII.L.5).~~

~~G.~~E. BILINGUAL AND BILITERATE TEACHING COMPENSATION

Licensed staff members teaching in a dual immersion teaching position who are certified as bilingual and biliterate will receive a stipend of two thousand dollars ($2,000) per year for the time they hold the teaching position and the certification.

~~XXIII. VOLUNTARY EARLY RETIREMENT~~

~~A Voluntary Early Retirement program will be available to eligible members of the bargaining unit, hereafter referred to as the "retiree."~~

~~Eligible employees may opt out of VER and be placed on the Non-VER Salary Schedule (Article XII). In subsequent years, employees may move to the Non-VER Salary Schedule by notifying the District prior to October 1 (no stipend will be paid). Requests received after October 1 will be processed for the following school year.~~

~~Ineligible employees will be placed on the Non-VER Salary Schedule (Article XII).~~

~~A. ELIGIBILITY~~

~~1. Eligible employees are those whose first date of service is PRIOR to July 1, 1995. When an employee is eligible for full PERS benefits, based on having met the minimum age and years-of-service requirements in state law, or will be eligible on or before November 1 of the following school year, the employee may elect early retirement by giving written notice to the District through the Human Resources Office. Such notice will include written verification from PERS that the employee is eligible for full PERS benefits. Employees are encouraged to give maximum notice to the District to facilitate retirement planning and staffing. Early retirement benefits are intended only for employees who have met the age and service requirements for full PERS benefits.~~

~~2. The employee must have served ten (10) consecutive years in the District as a full-time employee.~~

~~3. The only exceptions to the requirement that the employee must have served ten (10) consecutive years in the District as a full-time employee are as follows:~~

~~a. Part-time employees who have worked without a break in service an equivalent of ten (10) years full-time and who can meet other conditions of eligibility can retire under this program. Salary and fringe benefits will be pro-rated for such employees, based upon the FTE of the last assignment.~~

~~b. Part-time employees who have served at least ten (10) years at full-time prior to acceptance of a District-initiated part-time position and who have not refused a District offer for full-time employment will be eligible and receive benefits as if full-time.~~

~~c. "District-initiated" means a full-time licensed staff member who has been involuntarily reduced by the District and the licensed staff member's choice is to accept a part-time position or leave the District. Licensed staff members who~~

voluntarily ask for and accept part-time positions are not included in this definition nor are licensed staff members who have refused a District offer for full-time employment.

d. Part-time employees who have worked without a break in service the equivalent of ten (10) years full-time and who have been full-time at least five years immediately preceding retirement and who meet other conditions of eligibility will qualify for full-time benefits.

B. INSURANCE

1. A retiree may elect medical insurance under the plan for current employees as follows.

a. Single retirees will be enrolled as single coverage.

b. Retirees with spouses will be enrolled as two-party (2-party) coverage.

c. Retirees with families will be enrolled as full family.

d. Retirees may also enroll in a supplemental insurance plan (e.g., Plus 100).

2. The District's contribution for retirees electing single, two-party (2-party), full family, or Plus 100, will be the step rate for the elected coverage. The District's contribution will be the same as for current employees, including the cap limitation. Retirees will receive the same benefits resulting from pooling or blending of rates as active step-rated licensed staff members.

The same dental and vision plan provided for current employees will be provided for the retiree and spouse.

a. Insurance coverage for the retiree and spouse will terminate upon eligibility for Medicare or at age sixty-five (65), whichever comes first.

b. In the event of the retiree's death prior to age sixty-five (65), the employee's spouse and/or family will be eligible for insurance for ten (10) years or until eligible for Medicare or age sixty- five (65), whichever of the three (3) comes first. The District's contribution for medical insurance coverage will be as above.

3. When spouses are both retirees of the District and both are eligible for Voluntary Early Retirement, they may combine the amount of the District contributions for each and select desired insurance coverage at the regular open enrollment period.

4. The District will provide a one-hundred-fifty-dollar ($150) monthly stipend for a retiree who elects to opt out of District insurance coverage. The stipend will be paid for the same length of time as the retiree's insurance would have been in effect. To qualify for the stipend, the retiree can no longer be covered by ANY District insurance plan.

C. EFFECTIVE RETIREMENT DATE

An eligible employee may retire effective January 31 or June 30. For those retiring effective June 30, the last workday will be the last contracted duty day in June and the stipend will begin in July. For those retiring effective January 31, the last workday will be the last contracted duty day of the first semester and the stipend will begin in February. Eligible employees may retire on other dates with written District approval. Employees may submit a letter of intent to retire up to one calendar year in advance of the effective date of retirement.

When the District has received the employee's written notice of intent to retire, the employee's spouse is entitled to the benefits described in this Article even if the employee should decease prior to the effective date of retirement. The notice of intent to retire may not be rescinded without District approval.

D. COMPENSATION

The employee will receive a stipend based upon one point forty percent (1.40%) per month of the employee's salary column placement paid in the last year of employment. Benefits provided under Article XIII will not be computed as part of the formula.

1. The stipend will begin in July or February and continue for up to forty eight (48) months. No stipend payments will be made after the employee reaches the age of sixty two (62).

2. The above stipend will normally continue for forty eight (48) months; however, at the employee's option, such stipend may be reduced in monthly amount for an extended period, not to exceed ninety six (96) months. It is expressly understood that the total amount of the stipend will not be increased for an employee who elects such extension.

3. An employee may not receive benefits under this plan and the District-provided Long-Term Disability plan simultaneously.

4. In the event of the employee's death, the remaining balance will be paid on a monthly basis to the spouse of the employee, if they survive.

~~XXIV. JOB SHARING~~

~~A. Definition.~~

~~Job sharing will refer to two (2) unit members sharing one (1) full-time position.~~

~~B. Application.~~

~~Assignment opening will be available to certificated staff that have indicated in writing to the District their desire to job share and where the District believes the assignment can be effectively job shared.~~

~~C. Pairing.~~

~~Job sharing assignments will be filled only by licensed staff members who have jointly agreed to work together.~~

~~D. Selection.~~

~~Job sharing assignments will be granted annually at the discretion of the Board. The parties understand that once a job share arrangement has been approved, reemployment to a full-time position is subject to District discretion and is dependent on an appropriate vacancy.~~

~~E. Responsibilities.~~

~~Responsibilities of the shared assignment may be divided and/or allocated according to a plan designed by the District in consultation with the employees sharing the assignment. This plan will include, but not be limited to, attendance at regular staff meetings, District meetings, parent conferencing and inservice.~~

~~F. Compensation.~~

~~Employees who job share will receive salary step advancement each school year in accordance with Article XII, SALARY SCHEDULES, Section I. Licensed staff members who job share will have compensation pro-rated based upon their individual FTEs.~~

~~G. Benefits.~~

~~Licensed staff members who job share will have benefits pro-rated based upon their individual FTEs.~~

~~XXVI. COMMITTEE WORK AND CONTRACT MAINTENANCE~~

~~A. The District and Association agree to convene committees to assess and evaluate the following areas:~~

~~1. Special Education Committee – The Committee will create a workload matrix similar to those used by speech-language pathologists (SLPs) to evaluate caseloads.~~

~~2. Extended Contracts Committee – to assess current processes and to revise as necessary through an MOA to determine the various days allotted as extended contract day.~~

~~3. Athletics/Activities Committee – to assess the current stipends as outlined in Appendix A of this Agreement and revise as necessary through an MOA.~~

~~4. Growth and Evaluation Committee – to review and revise the current Growth and Evaluation Handbook.~~

~~5. Student Affinity Groups – to assess the scope of work for licensed staff members who are serving in a role of advising student affinity groups and determine appropriate compensation for this work.~~

~~6. Staff Affinity Groups – to assess staff affinity groups and to develop a plan to create time/space for staff affinity groups to meet throughout the school year.~~

~~7. Pay for Substitute Time – to assess the need to develop an MOA regarding compensation for licensed staff members who are substituting for other teachers (Article IX.D.6).~~

~~8. Definition of a Part-Time Employee.~~

~~B. The District and Association agree to convene Contract Maintenance meetings to discuss the following areas:~~

~~1. Kindergarten support.~~

~~2. Attending school events for children of employees.~~

~~3. Micro-credentials.~~

~~4. Support for SpEd in GenEd classrooms.~~

ARTICLE ____: ASSOCIATION LEAVE AND RELEASE TIME

A. ASSOCIATION LEAVE DAYS

1. Upon request of the Association, the District will grant to the Association thirty-five (35) days leave for Association business~~at no cost to the Association~~. No more than seven (7) employees shall be allowed Association leave at one time. The Association shall reimburse the District for the cost of any substitute required.

~~1.~~2. Such leave will be for the purpose of collective bargaining, grievance processing and performance of the general duties of the Association in its role as the exclusive representative for its members with the District. Three (3) days' written notice will be given to the District by the Association president or his/her designated representative. This notice will include the purpose, name and assignment of persons taking the leave. In cases of emergency the parties agree the time requirement may be waived.

3. An additional thirty-five (35) days of leave will be granted upon request for which the Association will reimburse the District for the cost of the substitutes, if used, at the established substitute rate of pay. ~~The use of these days will conform to the purposes specified in Article VI.B.2.~~

~~2.~~4. The District shall bill the Association within sixty (60) calendar days of leave used by the Association.

~~A.~~B. ASSOCIATION PRESIDENT RELEASE TIME

1. The president of the Association will be released up to full time, if so requested by the Association, to fulfill the duties of the office.

2. The duties of the office include collective bargaining, grievance processing, and performance of the general duties of the Association in its role as exclusive representative.

3. During the term of the leave, the president will receive their regular pay from the District.

4. The Association will reimburse the District for the president's salary including fixed payroll expenses at a percentage proportionate to the amount of the leave requested.

~~5. The Association will arrange for separate Workers' Compensation insurance coverage for the president.~~

~~6.~~5. At the beginning of each school year, the president will notify the District if they wish to be credited with ten (10) days of sick leave for the ensuing year (as per Section D of this Article). If so, the Association will reimburse the District for said sick days at the normal substitute rate.

~~7.~~6. Leave time shall apply toward all benefits.

~~8.~~7. As the SEA president's term of office draws to an end, the SEA president and the Human Resources director will meet to discuss placement options. After discussing positions available for the coming year, the SEA president will submit a top three list including placement location and assignment. The SEA president will then be placed before voluntary and involuntary transfers are placed as well as before any hiring is complete.

ARTICLE ___. SPS ONLINE SCHOOL

A. ROLES AND RESPONSIBILITIES

1. The SPS Online School is unique in its nature from brick-and-mortar programs. Due to the nature of the program, participation and therefore the number of students and preps change throughout the year. As a teacher's assigned student numbers go up their number of assigned preps should go down.

	Full-time Staff	Full-time Staff	Part-time Staff	Part-time Staff
Number of Preps	~~1-7~~ 1-10	~~8+~~ 10+	~~1-3~~ 1-4	~~4-6~~ 5-7
Number of Students	Up to 210	Below 175	Up to 130	Below 100

2. Both the number of assigned students and the number of assigned preps are ranges. Due to the nature of the Online School, numbers may temporarily exceed the range. Numbers will not exceed the range for more than ~~four~~ eight school weeks.

3. In the event enrolment in the Online School drops below these numbers for all teachers, adjustments will be made. Teachers may be assigned one additional prep for every reduction of fifteen (15) to twenty (20) ~~15-20~~ students. At no time will a teacher be assigned more than ~~12~~ fifteen (15) preps.

4. When a new prep is added, responsible staff will have one week of lead time to prepare calendars, checklists, and gradebooks before students begin the program of instruction whenever possible.

B. IN-PERSON TIMES

1. SPS Online is a virtual program. The vast majority of work is completed online. This section ~~of the MOA discusses~~ outlines expectations for the only in-person aspects of the position and does not impact or eliminate online meetings with students, peers, or the staff as a whole.

2. In-person staff meetings may occur up to one (1) time per month for up to ninety (90) minutes. Up to four (4) hours per month may be set aside for Learning Center Sessions with the Sessions themselves occurring in time periods of at least two (2) hours.

3. In-person meetings will follow these guidelines:

   a. Times will be jointly set by the staff and the administration;

   b. Meetings will occur during the building hours of Brattain Campus; and

   c. The number of meetings may be increased if jointly agreed to by the staff and administration.

APPENDIX A. EXTRACURRICULAR STIPENDS

Extracurricular Position*	0-2 Years	3-5 Years	6+ Years
Basketball	8,184	8,593	9,411
Football			
Baseball	7,365	7,734	8,470
Softball			
Track			
Wrestling			
Athletic Director: Middle School	6,956	7,304	7,999
Volleyball	6,547	6,874	7,529
Soccer	5,729	6,015	6,588
Flag Football			
Swimming			
Cheer (per season - Fall and/or Winter)	5,074	5,328	5,835
Cross Country	4,910	5,156	5,647
Weight Room Director			
Intramural Director	4,092	4,296	4,706
Tennis			
Golf	3,273	3,437	3,764
Differential Pay – Track**	1,473	1,547	1,694
Differential Pay – Swimming**	1,146	1,203	1,318
Differential Pay – Cross Country**	982	1,031	1,130

** Senior High Assistant will be at eighty percent (80%) of appropriate sport or activity.*
***Head Coaches of both girls and boys sports will receive the Head Coach stipend and the differential pay stipend for each sport.*

APPENDIX B. CO-CURRICULAR STIPEND

Co-Curricular Position	Level	0-2 Years	3-5 Years	6+ Years
Band Director	High	6,956	7,304	7,999
Auditorium Manager	High	5,074	5,328	5,835
Dance Director	High			
Major Musical	High			
Vocal Director	High			
Drama Director Major	High	4,419	4,640	5,082
Drama Director (annual)	High			
Mariachi Director	High			
Newspaper	High			
Yearbook	High			
Robotics	**High**	3,764	3,953	4,329
DECA Advisor	High			
FBLA Advisor	High			
HOSA Advisor	High			
SkillsUSA Advisor	High			
ASB Advisor	High	3,110	3,265	3,576
Sources of Strength Club Advisor	**High**			
FFA Advisor	High	2,537	2,664	2,917
FSSO Advisor	High			
Musical	Middle	2,373	2,492	2,729
Drama (per play)	Middle	2,291	2,406	2,635
AOFL Advisor	High	1,882	1,976	2,165
Band Director	Middle			
Orchestra	High/Middle			
Safety Patrol	**All Levels**			
Student Council	Middle			
Student Store	Middle			
Vocal Director	Middle			
WEB Leader	Middle			
Art	High	1,228	1,289	1,412
Class Advisor Grades 11-12	High			
Orchestra	Elementary			
Vocal Director	Elementary			
Class Advisor Grades 9-10	High	655	687	753
Club Advisor	High			
Art	Middle			
Student Council	Elementary			

**Full-time assistants hired for band, major drama performance, and major musical performance will be paid at eighty percent (80%) of the stipend. All other full-time assistants in this appendix will be paid at seventy percent (70%) of the stipend.*