

XXVII. TERMS OF AGREEMENT

- A. This Agreement will be effective as of July 1, ~~2022-2025~~, and will continue in effect through June 30, ~~2025-2028~~. This Agreement will not be extended orally, and it is expressly understood that it will expire on the date indicated. **The District does not agree to a three-year contract at this point in time. The District is open to further discussion around the terms of the agreement.**
- B. This agreement will not be modified in whole or part by the parties, except by an instrument, in writing, duly executed by both parties.
- C. The Association will notify the Board of its intent to negotiate a successor agreement; such notice will be given by November 1, ~~2024-2027~~, and will recommend dates to begin negotiation by January 1, ~~2025-2028~~.

~~D. NON-CONTINGENT AGREEMENT REOPENER~~

~~For the 2024-2025 year, the parties agree to enter into the bargaining process no later than January 31, 2024 to negotiate salary and insurance contributions, as well as the potential of a 403(b)/TSA being added to the contract. Additionally, the parties agree to enter into the bargaining process to discuss no more than two (2) additional issues identified by the District, and no more than two (2) additional issues identified by the Association. For the purposes of the agreement reopener discussions, "issues" are defined as discrete, specific topics appearing in the contract rather than broad themes.~~
The District agrees to remove this language.

XIII. PERS/OPSRP PICKUP

- A. Beginning with the first contract day, the District will assume and pay the six percent (~~6%~~ **6.75%**) employee contribution **for OPSRP members and (8.5%) employee contribution for PERS Tier 1 and Tier 2 members as** required by ORS 238.200 and ORS 238A.330 for the members then participating in the Public Employee Retirement System. Such payment of employee member monthly contributions to the system will continue for the life of this Agreement. Payment of the employee contribution will also be applicable to employees who first began to participate in the system on and after the first contract day. **The District is willing to consider this proposal as part of the larger financial package, dependent upon the prioritization of financial proposals by SEA regarding how the available resources should be distributed.**

- B. The full amount of required employee contributions paid by the District on behalf of employees will be considered as “salary” within the meaning of ORS 238.005 (21) and ORS 238A.005 (17)(b)(F) for the purpose of computing an employee’s “final average salary” within the meaning of ORS 238.005 (8) but will not be considered as “salary” for the purposes of determining the amount of employee contribution pursuant to ORS 238.200. Such paid employee contributions will be credited to employee accounts pursuant to ORS 238.205 (4) and will be considered to be employee contributions for the purposes of ORS 238 and ORS 238A.

XX. PERSONAL AND ACADEMIC FREEDOM

A. PERSONAL LIFE

~~The personal life of a licensed staff member is not an appropriate concern of the Board. It is recognized, however, that conduct of a licensed staff member outside the school and/or the context of assigned duties may be sufficiently related to the licensed staff member's influence on the students and on the licensed staff member's effectiveness in performance of their duties as to remove the conduct from the licensed staff member's "personal life."~~ The personal life of an employee is not within the appropriate concern or attention of the District unless it can be shown, with documentation, that the personal life may affect the employee's performance of his/her assigned functions. The personal life of a licensed staff member is not an appropriate concern of the District except in instances where it can be reasonably shown, with documentation, that such conduct affects the licensed staff member's ability to effectively perform their job duties or has a direct and significant impact on students.

B. CITIZENSHIP

Licensed staff members will be entitled to full rights of citizenship, and no religious or political Activities of any licensed staff member, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such licensed staff member, providing said activities do not violate any local, state, or federal law.

C. CONTROVERSIAL MATERIAL

1. The parties agree that students should have the opportunity to study, investigate, and interpret facts and ideas concerning human society, the physical and biological world, and other branches of learning. The employee as an agent of the District has professional responsibility to present controversial facts and ideas in a manner that permits each student to examine all sides of each controversial issue.
2. The District assumes the responsibility of defending the employee against charges by lay persons who would challenge the employee's presentation of controversial facts and ideas. Employees will be encouraged to make presentations of facts and ideas subject to accepted standards of professional responsibility with due regard to the

maturity level of the student, District rules and policies and laws of the State of Oregon.

3. Upon finding that the employee has followed District policy, the District will publicly declare its support of the employee. Then, in any proceedings the Superintendent and the District's legal counsel will, upon request, give advice and counsel to the employee involved. The District's legal counsel will be obligated officially to represent the employee in any proceedings, at the employee's option.

XXII. REDUCTION IN STAFF

A. LAYOFF

The District will determine when reductions in staff are necessary and which program areas will be affected. ORS 342.934 will be observed when making reductions under this article.

1. When the District reduces its probationary and contract teaching staff positions resulting from lack of funds to continue its educational program at its anticipated level, or resulting from its elimination or adjustment of classes due to administrative decision, it will reduce its teaching staff in the manner set forth in this section—provided, however, it will have the discretion to discharge, remove or fail to renew the contract of its probationary licensed staff members pursuant to Oregon Revised Statutes.
2. Temporary licensed staff members are excluded from coverage by this article. The District will not be required to rehire or continue the employment of temporary licensed staff members beyond the term for which they were hired. If a temporary licensed staff member is rehired to a contracted position within twelve (12) months of the date of termination of a temporary contract, the licensed staff member will be rehired as:
 - a. A first-year probationary licensed staff member if the temporary contract was for less than one hundred thirty-five (135) consecutive workdays in one school year, or
 - b. A second-year probationary licensed staff member, if the temporary contract was for one hundred thirty-five (135) or more, consecutive workdays in one (1) school year.
3. Definitions:
 - a. “Seniority” is measured from the licensed staff member’s first day of actual service as a licensed staff member in the school district unbroken by termination.
 - (1) Seniority will accumulate during approved leaves of absence.
 - (2) Employees will accrue no seniority for any month in which they are on layoff in excess of fourteen (14) calendar days. Non-contract days, vacation periods (such as spring break) and paid holidays are not computed as part of the

fourteen (14) days.

- (3) If recalled, the seniority accrued at the time the employee was laid off will be restored upon return to service.
 - (4) The unpaid orientation in-service for new licensed staff members will not be counted as a day of service for the purpose of calculating seniority.
 - (5) Summer months: Employees will accrue seniority during summer break months (the period between school years) if they are employed and not on layoff at the end of the employee work year before summer break and the beginning of the employee work year following summer break.
 - (6) In the event the District adopts a year-round schedule for some or all schools, programs or classrooms, accrual of seniority during intersession periods will be the same as described herein for summer break months in a traditional school year.
 - (7) When seniority of two (2) or more licensed staff members in the licensed/endorsed area is the same, the tie(s) will be broken by drawing lots.
 - (8) Disputes about whether licensed staff members selected for layoff will be transferred to particular District positions or whether particular part-time jobs should be combined in order to retain full-time licensed staff members selected for layoff will be resolved through the Board Policy Grievance Procedures and the School Board's decision will be final and binding.
 - (9) Any licensed staff member who is to be laid off as a result of the above procedures will be so notified in writing as soon as practical. The notice will include the reasons for the layoff and the licensed staff member's last contract day.
 - (10) In the event a layoff occurs as a result of a school closure, the procedures of this Article will be observed.
 - (11) In the event of a layoff of a part-time licensed staff member, the procedures of this Article will be followed. However, nothing in this Agreement will be construed to provide part-time licensed staff members with the rights to full-time employment nor is the District required to offer part-time positions to full-time licensed staff members.
- b. "Termination" means severance from employment such as absence without leave, resignation, dismissal or non-renewal, but does not include approved leave or

layoff within the period the licensed staff member retains recall rights under this Article.

c. "Layoff" means:

- (1) the elimination, or reduction to part-time, of a full-time position, or
 - (2) the reduction of a part-time position to less than point-five (.5) FTE.
 - (3) "Layoff" does not include the adjustment of part-time licensed staff members' FTE except as described in Article XXII.A.3.c (2).
4. If the administration intends to recommend to the Board action to reduce the staff for the reasons contained in subsection XXII.A.1, it will immediately notify the Association in writing of the affected programs.
 5. After the District has decided which programs or courses it intends to discontinue or classes it intends to eliminate or adjust, the District will determine the seniority, licensure/endorsement and District teaching experience of the licensed staff members assigned to the programs or classes affected.
 6. The licensed staff member with the least seniority in the programs or classes affected by the reduction in force shall be the licensed staff member subject to layoff. However, a less senior licensed staff member may be retained in their position if that licensed staff member has greater competence than a more senior licensed staff member in the area subject to reduction.
 - ~~7. Competence shall be defined as recent teaching experience related to a subject area or grade level (K-5, 6-8, 9-12) within the last five (5) years, or educational attainments, or both, but not based solely on being licensed to teach in that area.~~
 7. Competence shall be defined as the ability of a teacher to teach a subject or grade level based on consideration of any of the following:
 - a. Teaching experience within the past five (5) years related to the subject or grade level;
 - b. Educational attainments, which may not be based solely on being licensed to teach; OR
 - c. The licensed staff member's willingness to undergo additional training or pursue

additional education.

8. The licensed staff member(s) designated for layoff within the affected licensed/endorsed area(s) will be transferred to any District vacancies within the licensed/endorsed area.
9. If no vacancies in that licensed/endorsed area exist, the District will attempt to create a full-time vacancy in that licensed/endorsed area by combining part-time assignments provided that:
 - a. The seniority of each part-time licensed staff member whose assignment is to be combined to create the full-time vacancy must be less than the seniority of the licensed staff member to be transferred, and
 - b. The District determines that combining the positions meets the curriculum needs of the District.
10. If no vacancy within the licensed/endorsed area exists or is created by combining positions, the licensed staff member(s) designated for layoff will be transferred to another licensed/endorsed area for which the licensed staff member is qualified and has taught in the District for either a total of two (2) school years or one (1) school year in the last five (5) school years immediately prior to the date layoff would be effective.
 - a. The decision whether to transfer the licensed staff member(s) to another licensed/endorsed area for which the licensed staff member(s) is licensed/endorsed but does not meet the experience requirements of this section is reserved solely to the District.
 - b. "School years" are defined, for the purpose of this section only, as one hundred thirty-five (135) consecutive teaching days.
11. Licensed staff members transferred to another licensed/endorsed area under this Article may be assigned to:
 - a. a vacant position, or
 - b. the position of the least senior licensed staff member in the new licensed/endorsed area, provided that licensed staff member has less seniority than the licensed staff member being transferred, or
 - c. a position created by combining part-time positions in accord with Section 7 of this Article.

12. If the licensed staff member(s) designated for layoff in affected licensed/endorsed areas is not placed under the procedures outlined above, the licensed staff member may be assigned to a “non- endorsement” course described in OAR 584-036-0015 (8), for which the licensed staff member is licensed/endorsed.
 - a. Licensed staff members under consideration for transfer to a non- endorsement course may be assigned to:
 - (1) a vacant position, or
 - (2) the position of the least senior of all licensed staff members assigned to non- endorsement courses, provided the licensed staff member has less seniority than the licensed staff member being transferred, or
 - (3) a position created by combining part-time positions in accord with Section 7 of this Article.
 - b. “Non-endorsement” courses are defined as those courses not requiring specific endorsement and that may be taught on any valid Oregon teaching license permitting the holder to enter into an employment contract for the grade level.
 - c. The District may challenge a licensed staff member’s assignment to a non- endorsement course. Challenges will be resolved by a panel of equal numbers of Association-appointed licensed staff members and District- appointed representatives. Licensed staff members appearing before the panel must demonstrate:
 - (1) sufficient expertise to meet District instructional standards in the course subject matter, or
 - (2) the ability to obtain such expertise by the first day of assignment to the course.
 - d. The District may develop written criteria to provide guidelines for panel decisions.
13. Nurses
 - a. Statutory provisions: Statutory provisions pertaining to licensed staff members and teaching duties will not apply to non-teaching duties of nurses. Any contracted teaching duties will be covered by appropriate statutes.
 - b. Reduction in Staff Article: Contracted teaching FTE will be covered by Article XXII

REDUCTION IN STAFF in its entirety. Non-contracted teaching duties of nurses will be covered by the article, except that such duties are not considered to be covered under probationary and contract licensed staff member statutes, under statutes dealing with contracts, under statutes dealing with renewal and non-renewal of contracts, and under Fair Dismissal laws.

- c. It is expressly understood that nurses who would be eligible for contract licensed staff member status under ORS 342.815 if contracted to teach will be treated as contract only for the purposes of this Reduction in Staff article.

B. RECALL

1. In October of each year of this Agreement, the parties will consult about the District's recalling licensed staff members to employment who were laid off based on the procedures in Section A.
2. The District will adopt procedures after consulting with the Association which will define the criteria for recall.
3. The laid-off licensed staff member will have the right of recall thereafter for twenty-seven (27) months after the last date of the licensed staff member's release by the District unless waived.
4. Waiver of recall rights may be expressed or implied, such as in a licensed staff member's failure to respond to recall within the time lines specified in the recall notice. A licensed staff member with full-time recall rights may voluntarily relinquish recall rights by accepting a part-time position with the District.

C. APPEAL

Except for disputes identified in this Article as reserved for resolution from the [Board Policy Grievance Procedures](#), an appeal of the Board's decision on a licensed staff member's reduction in staff or recall under this section will be by the grievance procedure established by Article III with the following substitutions:

1. The appeal must be filed in writing with the Human Resources Office within fifteen (15) days of the licensed staff member's receipt of the notice of layoff required by subsection XXII.A.3.a(9) of this Article or of the licensed staff member's knowledge that they were not recalled to a vacancy required by the procedure adopted by the Board under subsection XXII.B.2 of this Article.
2. The first hearing on the appeal will be a Level Two hearing. A record of that hearing will

be made and retained and a written decision based on facts presented at the hearing will be made.

3. If the Level Two decision is appealed, the arbitration will be under the rules of the Employment Relations Board. The results of the arbitration will be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the District only if the District:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedures applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record made at Level Two; or
 - d. Improperly construed the applicable law.

~~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.~~

The District and Association agree to convene monthly Contract Maintenance meetings for the purpose of discussing matters concerning employment relations. Agenda items for the monthly Contract Maintenance meetings shall be submitted to each party no later than 5:00pm on the day

prior to the meeting so that each party may have an appropriate amount of time to prepare for the meeting.

~~B. The District and Association agree to convene Contract Maintenance meetings monthly 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.~~

XIV. EXTRACURRICULAR AND ~~COCURRICULAR~~ CO-CURRICULAR ACTIVITIES

A. PAY FOR ~~COACHING OR DIRECTING~~ EXTRACURRICULAR ACTIVITIES

Pay for ~~coaching/directing~~ District athletics ~~or activities~~ 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 and Directors who are SEA Licensed staff~~ members may choose the option of splitting their ~~salary position~~ with another ~~coach~~ licensed staff member. This is only an option for ~~SEA member coaches and directors~~ licensed staff members and can only occur if initiated by the ~~licensed staff members member coaches and directors~~, not the Athletic Director, nor the District, nor the building administration.

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

Pay for ~~supervising student~~ 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. ~~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) <u>one (0-1)</u> years	0 percent (0%)
Three <u>Two</u> to Five <u>four</u> (3-5) <u>(2-4)</u> years	5 percent (5%)
Six (6) <u>five (5)</u> years or more	15 percent (15%)

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.

~~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. the same rate as the nonprofessional duty pay in Article XV E.~~
- ~~2. 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. the same rate as the nonprofessional duty pay in Article XV E.~~

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.

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.

XXI. PROFESSIONAL DEVELOPMENT

A. CONFERENCE ~~AND CREDIT~~ FUND

The District will establish a ~~thirty thousand dollar (\$30,000)~~ **forty thousand dollars (\$40,000)** 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)~~ **two thousand (\$2000)** for professional development experiences including conferences ~~and credit classes~~, **observe other schools/programs/classes, or other experiences that may help them reach their professional goals**. 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 each~~ year. **The District would be willing to consider an increase to the conference and credit fund as part of the larger financial package.**

1. Application for reimbursement must be pre-approved by the joint committee prior to engaging in the professional development. Any request that is not pre-approved will not be considered for reimbursement.
2. 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. Applicant must submit and receive approval for professional development activities that they will facilitate at the building or district level.
4. Applicant may not have received reimbursement in the previous three (3) years, unless there are no other viable candidates.
5. 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.
6. **Applicant may only receive funding once per activity.** **The District agrees to add this.**

7. The activity the applicant is requesting money for must have occurred within three (3) years before or within the year after the application. The District agrees to add this.

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

~~8. An applicant could request to receive paid substitute days to attend the activity even if not needing any other money from the fund. For example release time to observe other classes, schools, programs.~~

B. Tuition Reimbursement The District would be willing to consider tuition reimbursement as part of the larger financial package.

1. Each full-time member will be eligible for up to six (6) quarter credits of tuition reimbursement annually. Hours may accumulate during the term of the contract. A member who resigns or whose employment has been terminated (excluding members who are laid off) will not receive tuition reimbursement for the summer of that calendar year. Members who work less than full time will have tuition benefits prorated. Members hired during the life of the contract shall have tuition benefits prorated.
2. Tuition reimbursement shall be up to the University of Oregon resident graduate rates. Classes taken at other institutions at higher rates will be reimbursed as if the classes were taken at University of Oregon.
3. Coursework that will be reimbursed must be applicable to the members current or future positions, licensure, highly qualified state or relates to school or District goals. Proof of payment and documentation of successful completion of the course must be submitted to Human Resources within thirty (30) days of the end of the term in which the course is taken. Reimbursement will be made on the next paycheck based on the payroll cut-off date and the date of the submission of the request.
4. If a member wishes to have prepaid tuition, the member must obtain approval from the District at least five (5) business days in advance of the regular college registration, workshop, or conference where the credit is offered. If verification of the completion of the course is not submitted within thirty (30) days of the end of

the term in which the course was taken, the amount of the tuition prepayment may be deducted from the members next paycheck.

C. 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

- a. Each year, the District will develop a work calendar that includes twelve (12) hours of teacher directed professional development, which will include an (8) hour block of time on the Statewide In-service Day in October. ~~The other 4 hours will be on the first day back after winter break. It will be the first 4 hours of the workday.~~
- b. Early release days as identified on the academic calendar will be District directed time.

2. Professional Development Days (MOVE TO ARTICLE VI – PAID LEAVES)

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

- ~~5.2.~~ Gateways High School licensed staff will be provided one (1) monthly meeting at least forty-five (45) minutes in duration for collaboration.
- ~~6.3.~~ 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)
- g. National Board for Certification in Occupational Therapy (NBCOT) The District agrees to add this.**

2. Stipend

- a. Licensed staff members achieving national certification will receive a **three-thousand-dollar (\$3,000)** 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. **The District would be willing to consider an increase to the stipend as part of the larger financial package.**
- 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, ~~including nurses, school psychologists, athletic trainers, occupational therapists, and physical therapists, participating in the program—~~ achieving national certification 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 three thousand dollars (\$3,000) 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. 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 the hold the teaching position and the certification.~~

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 workrooms. 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. ~~The Association has the right to use District email to communicate with members on bargaining, contract maintenance, employee relations, and Association business.~~ The Association shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with licensed staff members regarding collective bargaining, the investigation of grievances or other disputes relating to employment relations, and matters involving the governance or business of the Association.
- 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 utilizing student data systems.

4. ~~The District shall communicate potential non-renewal decisions to the Association by January 15th. The District shall communicate decisions to non-renew or non-extend licensed staff members no later than five (5) days prior to the Board meeting at which the non-renewal or non-extension will be presented for approval.~~

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

a) Before the school year starts:

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.~~ **The District agrees to remove this language.**

b) ~~During the School Year:~~

~~On or before the first day of school, the District shall provide the Association with a schedule that includes a date, time, and location for each month of the school year that includes a one-hour block of time for the Association to meet with new employees. The District shall notify new hires of scheduled Association Orientations, via email, using the language provided by the association, copying the local Association and OEA. If there have been no new employees hired within the 30-day period from one new hire orientation to the next, the orientation will be cancelled and will resume in the next month, unless the Association requests to use the time with an employee who was unable to attend a previously scheduled Association Orientation. The Association has the right to meet with new hires within 30 days of hire, with no loss of pay or benefits to the new hire.~~

~~c) No employee (including union officers assisting with the facilitation of Association Orientation) shall suffer a loss of pay or benefits from participating in the Association Orientations.~~

~~d) Association Orientations include confidential and protected bargaining unit association information, therefore only bargaining unit employees, Association officers and/or Association staff may be present.~~

~~I. At each worksite, at the request of the Association designated representative, a monthly meeting will be held for the purpose of reviewing the administration of this Agreement as it pertains to that building or program and resolving problems which may arise. These meetings shall include elected Association building/program representatives and building/program administrators.~~

~~J. SCHOOL BOARD MEETINGS: The Association will be allowed time at the beginning of school board meetings to do a report. The District shall mail or provide to the representative designated by the Association a copy of the Board packet, exclusive of confidential information, on the same day the packet is sent or given to Board members. The Superintendent shall place on the agenda of the first regular Board meeting of the month, as an item for consideration under new business any matter submitted by the Association for inclusion on the Board agenda. Such material must be submitted not less than seven (7) calendar days prior to the meeting. Items may be included on the agenda for other Board meetings by mutual consent for the parties.~~

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 rate of the employee and the number of hours of work performed or by multiplying Step 01 of the Non-VER Salary Schedule by the percentage listed for the position. at the member's per diem rate.~~

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.

~~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.)~~

12. 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. This list of approved groups are:

Asian (or AAPI) Student Union
Black Student Union

Gender and Sexualities Alliance
Latinx Student Union
Multicultural Student Union
Native American Student Union
Women's Empowerment Alliance
~~Mind Body Divergence Alliance~~
~~Justice League~~

(2) Any request to add a Student Union or Student Alliance must 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).

~~23.~~ 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.

~~34.~~ ~~If the District does not have a TOSA for~~ Instructional support licensed staff members ~~as identified by the District~~ (i.e. literacy, math, behavior, and TAG), ~~the employee~~ will be paid their hourly rate of pay ~~up to a maximum number of hours as determined by the District.~~ ~~a maximum number of hours as determined by the District.~~ ~~up to one thousand (1,000) hours per school year. The employee will submit their time sheets monthly to the District following the normal District procedures.~~ 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.

~~45.~~ 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.

~~56.~~ 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.

~~67.~~ 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%).~~

8. 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).

9. Special education licensed staff members shall receive an annual stipend of \$3000 in recognition of the unique demands and responsibilities associated with their role. The stipend will be prorated for part-time employees. The District would be willing to consider the stipend as part of the larger financial package.

10. BILINGUAL AND BILITERATE TEACHING COMPENSATION Licensed staff members teaching in a dual immersion teacher position who are certified as bilingual and biliterate, or bilingual specialization, or have passed a similarly recognized bilingual/biliteral certification will receive a stipend of two thousand (\$2000)–three thousand (\$3000) per year for the time they hold the teaching position and the certification. The District would be willing to consider the stipend as part of the larger financial package.

11. Elementary Blends
An elementary member who has been assigned to teach a single grade level/or other position, and who receives notice on or after August 1st that the District is now requiring the member to teach a blended classroom of two grade levels, is entitled to a stipend of two percent (2%) of their salary. The District would be willing to consider the differential as part of the larger financial package.

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

~~12. Middle School Physical Education, Science, Art, and STEM/Shop/CTE Teachers will receive by request only one (1) day of extended contract at the end of the school year for cleaning and storing equipment.~~

ASB Advisors receive a stipend via Appendix A for the additional work expected of them by serving in this capacity.

~~**13. High School ASB Advisors three (3) days**~~

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. The pay for the current school year will be emailed to staff in September and posted on the District website.

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.

MOVE TO ARTICLE XIV – EXTRACURRICULAR ACTIVITIES

~~H. EXTENDED SEASON PAY FOR ATHLETICS AND ACTIVITIES~~

- ~~1. Definition. “Extended season” means athletic or activity competition that occurs after the Round of Thirty Two (32) for all team sports and activities and after district and/or regional competition is complete for all other sports and activities.~~
- ~~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. The coaching or activity staff needed for the extended season for the activity or sport will be decided by the head coach or director. They will inform the District of which staff members will be needed to appropriately supervise and coach/direct the team.~~
- ~~3. Coaches, Directors, 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’ or Directors’ 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. 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 prorated on an hourly basis according to the advisors' teaching salary.~~

XXVIII. ACADEMY OF ARTS AND ACADEMICS (A3) ~~MEMORANDUM OF AGREEMENT:~~

~~Memorandum of Agreement Between Springfield School District No 19 and Springfield Education Association~~

~~Springfield Academy of Arts and Academics (A3)~~

~~The party to this agreement, the Springfield Education Association (“Association”) and Springfield Public Schools (“District”) agree to the following modifications of the licensed agreement (“Agreement”) between the Association and the District:~~

District counter proposal language (4/24/2025)

A. PAID AND UNPAID LEAVES OF ABSENCE

For the purpose of determining the amount of time each A3 licensed staff member will utilize for daily leaves, a “day” is defined as eight (8) hours and forty (40) minutes.

B. WORK SCHEDULES

All provisions of Article IX – Work Schedules apply to A3 licensed staff members with the following exceptions:

1. Building Hours. Building hours for licensed staff members working at A3 will not exceed eight (8) hours and forty (40) minutes per day and will generally occur between 7:30am and 5:00pm.
2. Duty Days. The salary schedule for licensed staff members working at A3 is based on one hundred eighty (180) contract days including six (6) paid holidays.
3. Preparation Time. Licensed staff members working at A3 will have preparation time of one (1) class period per day, not to include advisory period(s).
- 1.4. Student-Led Conferences and Mid-Year Reviews. Licensed staff members working at A3 will be provided two (2) non-student workdays each year for the purpose of conducting student-to-parent conferences. Additionally, licensed staff members working at A3 will be

provided two (2) non-student workdays each year for the purpose of conducting mid-year reviews.

- ~~Article VI. PAID LEAVES~~

~~With respect to “days” under all sections, a “day” for teachers at A3 will be defined as an eight-hour (8-hour), forty two (42) thirty (30) minute day.~~

- ~~Article VIII. UNPAID LEAVES~~

~~With respect to “days” under all sections, a “day” for teachers at A3 will be defined as an eight-hour (8-hour),thirty (30) minute day.~~

- ~~Article IX. WORK SCHEDULES~~

~~Under the terms and duration of this Memorandum of Agreement (“MOA”), aAll provisions of Article IX. WORK SCHEDULES will apply to teachers at A3 except as notes: IX.BC, IX.ED, IX.G, IX.KR.~~

- ~~B – Building Hours~~

~~Building hours at A3 will not exceed eight (8) hours forty two (42) thirty (30) minutes a day and will generally occur between 7:30 a.m. and 5:00 p.m.~~

- ~~E – Duty Days~~

~~The salary schedule set forth in Article XII is based on one hundred seventy six (176) eighty (180) contract days, including six (6) paid holidays, for teachers at A3.~~

- ~~G – Preparation Time~~

~~Academy of Arts and Academic full-time licensed staff will have preparation time of two (2) class periods, out of 7 periods, daily for preparation. Part-time staff will have 1 period.~~

- ~~K – Parent Conferences/Parent Communication Student Led Conferences~~

~~A3 teachers will be provided a minimum of two (2) four (4) non-student workdays throughout the year, in order to have parent teacher conferences for the purposes of communicating student progress and academic difficulty to parents of their students. for the purpose of conducting student to parent conferences. These conferences are intended for students to showcase and communicate their progress, including addressing academic challenges with parents.~~

- ~~Article XXI PROFESSIONAL DEVELOPMENT~~

~~With respect to “days” under all sections in Article XXI PROFESSIONAL DEVELOPMENT, a “leave day” for teachers at A3 will be defined as an eight hour (8-hour), forty two (42) thirty (30) minute day.~~ **The District agrees to remove this language.**

- ~~Calendar~~

- ~~Extended winter & spring break (one extra week each)~~
 - ~~Thanksgiving break: all week~~
 - ~~Five (5) dedicated teacher-directed collaboration days~~
 - ~~Late start days and/or early release or non-instructional days to accommodate team planning, project showcases, and other specialized activities that align with the school's mission.~~
 - ~~4 academic terms (Term 1, J term, Term 2, May term)~~
 - ~~Collaboration~~
~~Part-time teachers who are required to work outside of contract hours shall receive district compensation at a rate proportional to the hourly or daily rate of a full-time teacher, calculated based on their contracted hourly wage. This additional compensation will reflect the number of hours worked beyond their part-time contract.~~
 - ~~Student Seat Hours:~~
~~Confluence: As these are assessments and part of the curriculum, these four (4) hours count towards mandatory seat hours.~~
- ~~Future changes to this article will be enacted upon agreement by ⅔ A3 staff vote and 51% agreement.~~

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 ~~employees-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. ~~Employees-Licensed staff members~~ accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. ~~A Plan for Improvement plan of assistance Plans for improvement and growth and support goals are not considered is-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-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~~ once they are to be 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 ~~employees~~ 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, ~~an employee~~ a 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 or placed in the members personnel or working file. Complaints must be fully processed to use as evidence in the members 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. 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. 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 using a committee equally made up of District representatives and Association members. No changes to the Growth and Evaluation can be made outside of the ~~committee decisions~~ recommendations of the committee.

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 for improvement 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 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.
4. The process for placing members on plans for improvement or growth and support goals can be found in the Growth and Evaluation Handbook. ~~Members have the right to representation during meetings about being placed on a plan for improvement or having growth or support goals, or for meetings about them.~~

G. HEALTH/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 members~~ 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 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.

5. The District intends to comply with applicable state and federal laws and regulations related to environmental conditions, workplace safety, and efforts to maintain a healthful work environment.
6. Licensed staff members may bring forward potential health or safety concerns (e.g., air, water, noise) to the Safety Committee or an administrator. When concerns are raised through appropriate channels, the District will make reasonable efforts to notify the site administrator/designee, who may communicate with the affected licensed staff member(s) within a reasonable timeframe regarding the status or disposition of the concern, including any available updates.
7. If environmental quality concerns are reported in accordance with District procedures, and the District commissions a related study, the results will be shared with the site administrator. The administrator may then communicate relevant findings to affected licensed staff members within a reasonable period following receipt.
8. In situations where a worksite lacks essential utilities (e.g., power, water), or when classroom temperatures are substantially outside the normal range, the District will consider reasonable mitigation efforts. These may include, but are not limited to, the use of portable climate-control equipment or relocation of instructional activities, when feasible. Where immediate resolution is not possible, the District will evaluate additional short-term options, such as temporary reassignment or remote work, as appropriate to the licensed staff member's duties. Efforts to communicate mitigation measures will be made in a timely manner.

~~a) If exposed a written notice will be given including:~~

- ~~• A detailed description of the nature and circumstances of the exposure.~~
- ~~• An assessment of potential health impacts associated with the exposure.~~
- ~~• The measures that have been or will be taken to mitigate and prevent future exposure incidents.~~

~~b) Provide employee restrooms that are:~~

- ~~• Exclusively designated for employee use.~~
- ~~• Ensure that these restrooms are cleaned and sanitized on a regular basis to meet or exceed health and safety standards as outlined by the Oregon Administrative Rules.~~
- ~~• Conduct periodic inspections to maintain the quality and cleanliness of these facilities.~~

~~c) Equip all classrooms and workspaces with ventilation systems:~~

- ~~• Systems must meet or exceed the standards set forth by the Oregon Occupational Safety and Health Administration (OSHA).~~

- ~~Conduct regular inspections and maintenance of these ventilation systems to ensure their proper functioning and compliance with OSHA regulations.~~
- ~~Promptly address any identified deficiencies in the ventilation systems to maintain safe air quality for all occupants.~~

~~d) Maintain indoor temperatures in all classrooms and workspaces between 68°F and 75°F during occupied hours:~~

- ~~Regularly monitor and adjust heating, ventilation, and air conditioning (HVAC) systems to ensure consistent adherence to the specified temperature range.~~
- ~~Promptly address any reported temperature deviations outside the established range to restore optimal conditions.~~

~~e) Maintain optimal lighting in which studies have shown to improve health and education success:~~

- ~~Maintaining daylight by having window coverings that allow in daylight without glare.~~
- ~~If possible add in windows or skylights to improve daylight.~~
- ~~If not possible to add windows and daylight, switch out to energy efficient full spectrum LED lighting that equips classrooms with lighting controls that adjust the color temperature to certain times of day or activities. Thus mimicking daylight.~~

~~f) Establish a Worksite Environment Committee:~~

- ~~It shall equal representation of classified, certified and administration with members appointed by their respected parties.~~
- ~~Convene quarterly to discuss and evaluate workplace environmental concerns, propose solutions, and monitor agreed upon actions.~~
- ~~If needed the committee will pass on recommendations to the District when issues can not be solved at the building level.~~

- ~~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) or adult(s) who have been assigned with the responsibilities to implement the health protocols. Staff 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. ~~DISRUPTIVE OR THREATENING STUDENT BEHAVIOR/INFORMING EMPLOYEES~~STUDENT BEHAVIOR AND DISCIPLINE

1. Statement of Values:

- ~~The District commits to implementing appropriate safety measures to protect staff and students. This includes providing necessary training, resources, staffing, and support to effectively address and mitigate identified threats, ensuring a safe educational environment. Staff have the final authority to determine whether they feel their environment is safe.~~
- ~~As classroom teachers and other certified staff cannot make staffing decisions, the district retains all legal responsibility under IDEA for ensuring students' rights are being met. Staff who report IDEA violations will not face any retaliation, official or otherwise.~~
- ~~The District is responsible for the consistent and fair enforcement of all student conduct and discipline policies, ensuring that all students are held to the same standards and that disciplinary actions are administered without bias.~~
- ~~The District shall ensure that a licensed administrator or a designated authority is present in each school building during all hours when students are present. This presence is essential to maintain a safe and orderly educational environment.~~
- ~~The district is committed to providing the highest quality education possible to all students. Students whose disabilities significantly inhibit them from benefiting from the classroom environment deserve to be provided an alternative placement in which they can flourish.~~
- ~~The district will ensure that, if a student's guardians deny a shortened school day, there are full day programs which can support students who need alternative placements.~~

2. Building Behavior Systems

- a. ~~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.~~

- ~~b. Educators retain the authority to remove a student from the classroom if the student's behavior materially or substantially disrupts the learning environment or poses a direct threat to the health or safety of others. Each building will establish and communicate a designated and supervised location for students to be sent to in this scenario until they are in an emotional state that allows them to return to the classroom.~~

3. Harassment, threats, and violent behavior

- ~~a. If a student is removed for violent language, harassment, behavior, or threats, the removed student shall not return to the classroom until a Behavior Safety team resolution meeting has occurred, or the classroom teacher has affirmatively stated the student may return without a Behavior Safety team meeting. The staff member is asked to report to the administrator as soon as possible so that action may be taken to implement the appropriate behavior safety assessment protocol. The team in this meeting shall include at minimum the student and/or a representative of the student (i.e. parent or community advocate), the staff member and/or their self-appointed advocate(s), a school administrator, and case manager if the student is on an IEP. The purpose of the meeting is to address the behavior, develop a plan for improvement, and outline any necessary support for the student. Self appointed advocates may include a union representative, trusted staff member, etc.~~
- ~~b. The District will establish procedures for alerting licensed staff member(s) whose name(s) appear on a targeted list, email, social media post, graffiti, or similar fashion, threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others.~~
- ~~c. Principal School administrators will ensure that an appropriate Behavior Safety Assessment threat assessment is completed and that the written results as to the seriousness of the threat and actions taken will be shared with all staff who interact with the student within two (2) school days of completion of the behavior safety assessment.~~
- ~~d. Within two weeks of a student's re-entry, the team will reconvene to discuss the effectiveness of the re-entry plan, and depending on the results, take appropriate steps to ensure classroom safety for the student, staff member, and all other students. Steps may include: changes to the student's re-entry/behavior plan, ongoing progress monitoring of effectiveness of plan, or scheduling additional conferences with the behavior safety assessment team or, if needed, the student's educational team.~~
- ~~e. At all stages, the Behavior Safety plan must meet approval of the licensed staff member before the student may return. If needed, the staff member will be~~

~~allowed to take paid administrative leave until the Behavior Safety Assessment protocol is complete.~~

- ~~f. If the licensed staff member was injured by the student and has to miss work due to the injury, they will be given paid administrative leave until they are healthy enough to return to work. Any medical bills related to the incident not covered by insurance will be paid in full by the district.~~

4. Students on IEPs

- ~~a. Students whose disabilities create a disruptive or unsafe environment for staff or other students to the extent that the building's self-contained/ALC classroom is no longer a safe and uninterrupted environment, said student shall be provided by the district an appropriate placement in an alternative location like the Intensive Tutoring Program with sufficient staffing to ensure safety of all involved. The staff member's ability to meet the collective needs of all students, in all school settings, shall be equally considered with the needs of the involved student.~~

- ~~b. Pursuant to the IDEA Act, if the nature or severity of a student's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the district will provide appropriate placements for students whose disabilities preclude them from being productive in a mainstream classroom. This shall apply when a child's disabilities:~~

- ~~○ Significantly inhibit the student's ability to remain in their assigned classroom for at least 80% of the class period~~
- ~~○ Significantly inhibit the student's ability to regulate their behavior to the point that it consistently disrupts the learning of other students~~
- ~~○ Require the student to use screens to watch videos or play games to regulate behavior for more than 20% of class time~~

5. Training and Support

~~Training and support associated with school-wide and individual student behavioral support data will be prioritized for general education and specialized staff.~~

- ~~• All school district employees assigned to work with a student with specialized needs to carry out duties related to the implementation of an individualized education program, 504 Plan, behavior intervention plan or medical support protocol must be provided by the school district with adequate training to safely carry out each of the specialized duties assigned to the school district employee.~~

- ~~Recommended training and supports will include, but is not limited to, de-escalation, trauma-informed practices, restorative practices, functional behavioral assessments, and positive behavioral supports.~~
- ~~Recommended supports will include but is not limited to additional staffing for adult supervision & behavioral support~~

6. Threats or Harassment Toward Staff

~~a. In the event a staff member is harassed, seriously threatened, or physically harmed by a student, the 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.~~

~~b. A Behavior Safety assessment team which includes the staff member in question and/or their self-appointed advocate(s) shall complete a Behavior Safety assessment protocol within three (3) school days of previously mentioned incidents. 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.~~

~~c. 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.~~

~~d. The harassed, seriously threatened, or physically harmed staff member will have input during the safety planning process~~

7. Communication

~~a. 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.~~

~~b. The District will establish procedures for alerting licensed staff member(s) whose name(s) appear on a targeted list (this could include graffiti, anonymous online postings, etc) threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others, within 24 hours of finding it. The member shall be notified of procedures the district is doing to protect the safety of the staff member while at their job. If the member is not~~

~~feeling safe enough to be at their job during the investigation into the situation the employee will be given emergency paid leave.~~

- c. ~~If the licensed staff member completes a written behavioral referral, the licensed staff member will receive a status update and/or feedback about whether disciplinary action will be taken or not within 24 hours. Communication from the site-based administrator (or designee) to teachers prior to the students return to the classroom or school will take place as follows: include:~~

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 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 sitebased administrator (or designee) will communicate decisions/actions to the teacher, 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 within five (5) school days.~~

- ~~• A summary of the actions taken by the administration to address the issue.~~
- ~~• Details of any interventions applied, such as counseling, restorative practices, or additional support services.~~
- ~~• An outline of any behavioral plans developed to prevent recurrence of the issue.~~
- ~~• A description of any consequences administered, including suspension, detention, or other disciplinary measures.~~

1. ~~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. (Moved to H.2.a.)~~
2. ~~In the event a staff member is harassed, seriously threatened, or physically harmed by a student, the 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 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 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.~~

- ~~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. (Moved to H.7.a)~~
- ~~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 and when threats of violence or harm are made by a student or others. (Moved to H.3.b)~~
- ~~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: (Moved to H.7.c)~~
 - ~~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 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, 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 within five (5) school days.~~

I. 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 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, the following conditions shall prompt Tier 2/3 response:-~~
 - ~~a. A communication form, request for assistance or equivalent are completed by the teacher, 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 will convene a Tier 2/3 meeting, which will minimally include the following membership:-~~
 - ~~a. A standing general education teacher.~~
 - ~~b. The instructing/classroom teacher shall always be invited to attend the meetings.~~
 - ~~c. A building or District level behavior support specialist (i.e.: TOSA).~~

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

1. 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 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 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 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 licensed staff member within five (5) school days.

I. 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 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 at the building level, the following conditions shall prompt a behavior support planning process::
 - a. A communication form, request for assistance or equivalent are completed by the 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 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.

J. 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. INTELLECTUAL PROPERTY

1. The parties recognize that ~~employees~~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 ~~employees~~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 ~~employees-licensed staff membes~~ using ~~EmployerDistrict~~-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.

~~L. CURRICULUM~~

- ~~a. The District has a responsibility to spend funds responsibly. In the interest of ensuring curriculum which is adopted will be taught to fidelity, content and grade area classroom teachers will be included in every step of the process of the curriculum adoption.~~
- ~~b. A request for these staff members to join the adoption team will be sent to all relevant staff. All relevant staff of that grade and content area who are interested will be allowed to take part in every step of the process. Any curriculum that has been approved by the state must be part of the process. The decisions of what curriculum is selected to be presented to the school board must be agreed upon by the majority of the teachers involved in the process. If the adoption team decides there is no appropriate curriculum available, the team of classroom teachers will have the right to vote to postpone adoption with a simple majority. The adoption process will begin anew the following year.~~
- ~~c. As part of this process, the curriculum adoption team as described above will decide how much time is needed to train and implement the new curriculum. The District will defer to these expert teachers on this matter and provide the time deemed necessary. Any time used for this process outside of work hours will be paid.~~
- ~~d. Certified staff members shall retain the right to determine the schedule of PLC, grade level or content area meetings.~~

~~All comprehensive high schools will have equitable access to higher level courses in each content area if they have the FTE with the appropriate qualifications to teach the courses.~~

IX. WORK SCHEDULES/WORKLOAD/WORKING CONDITIONS

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. IN-SERVICE 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 members 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.

~~5. During in-service week members will be given time during the district/building hours to complete required Safe Schools, Alice Training or any other online trainings. The time given will be equivalent to the time necessary to complete the trainings. If enough time~~

~~is not given to complete them then early release days at the beginning of the year will be dedicated to giving employees the time to complete them.~~

B. BUILDING HOURS

1. Building hours may vary from school to school as determined by the District. Building hours will not exceed ~~eight (8)~~ eight and one-half (8.5) hours ~~a-per~~ day and will generally occur between 7:30 a.m. and 4:30 p.m. **Licensed staff members will have, at minimum, a thirty-minute (30-minute) duty-free lunch period each day. The District agrees to this language.** 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. ~~On days preceding holidays, members may be permitted to depart as soon as the student contact day ends with administrator approval.~~
2. Licensed staff members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of ~~the student day~~ normal building hours, from time to time. The District will ensure that the workloads for staff are such that on normal weeks work duties can be completed during the normal workday. Staff members will not be adversely evaluated nor disciplined for inability to complete tasks that cannot be reasonably completed during the normal work day and work week. If a staff member is consistently unable to complete work during the normal work day/normal work week, they can request a meeting with building/program administrators about adjustments to their workload. The member and administrator will work together to figure out how to reduce the workload or job requirements for the staff member. Licensed staff members shall be available for student and/or parent consultation 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. ~~they~~Licensed staff members will inform administration—their building administrator of the adjustments to their schedule.
3. 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. 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. Licensed staff members will make a request to their building administrator when adjusting their schedule long term (more than a single workday). Each building will establish a process for the request. **Members will be notified in writing about the decision of their request. If the request is denied the member will be given the reason why the schedule request was unable to be met.**
- ~~5. 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.~~
5. **The maximum number of required meetings a week (no matter what time of the day) will be limited to two. If a week is less than 5 days there can be no more**

~~than 1 required meeting. Any required meetings after the maximum, members will be paid their per diem rate to attend. Of the required meetings, the District shall hold no more than one (1) mandatory staff meeting each month, which shall be held during the regular workday. The district shall not be considered to be in breach of this section of the contract if additional meetings need to be held for exigent or emergency circumstances. Such exigent or emergency circumstances are events that involve multiple staff members and require timely and/or coordinated staff response. These can include: significant changes to school or District funding, significant personnel changes, significant events in the life of a student or community member or a significant local, state or world event.~~

~~6. There will be times at the buildings where members are required to be at the building much later than normal hours. These are limited to two events a year and will be communicated by building administration at the beginning of the year. Examples of these could include: Graduation, Open Houses, Future Student Recruitment Events, Grade Level School Events, etc. On days in which an after school event is scheduled, members shall receive a minimum of a 30 minute break prior to the start of the event. Members may be released for additional time before returning to an evening event subject to administrator approval.~~

C. PROFESSIONAL ~~DAY~~ RESPONSIBILITIES

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).~~

~~12.~~ Licensed staff members will be present at the work site(s), to including 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.

- ~~23.~~ 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.
- ~~34.~~ 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.
- ~~45.~~ Licensed staff members will make every effort to respond to work-related emails within ~~two (2) business days~~ one (1) work day.
- ~~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.
- ~~57.~~ No additional compensation will be paid for performance of these duties.
- ~~68.~~ Substituting for Other Teachers.
 - 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 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, 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..

~~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. **Staff members will fill the needed substitute positions in this order:**~~

- ~~(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)~~

~~(1) — Requests for volunteers.~~

~~(2) — If no volunteers, the building will then assign a staff member. There will be a method for assigning members and keeping track of number of times/hours members have substituted. This method will be explained and shared with staff members. Consideration will be put into making sure that special groups are not cancelled more than once a month due to having the staff member in charge of the groups fill in as a substitute. If needed elementary could have multiple staff members cover for the day (splitting morning/afternoon); multiple staff members missing prep periods so that no one staff member is being required to substitute so frequently such that they cannot complete their normal daily/weekly workload without doing their work outside of normal hours. Staff members will also be paid if they spend time planning/preparing the curriculum for the day that they were substituting.~~

~~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. At the end of each term, these records will be shared with the Director of the grade level for sharing at the following Contract Maintenance Meeting.~~

~~c. — When a licensed staff member is substituting for a class the staff member shall receive additional compensation for the class period(s) at their per diem rate on top of the regular pay for the day. The compensation will be for the time required to be with students, plan/prep or any other duties related to this substituting assignment rounded up to the nearest quarter hour.~~

D. WORK FROM HOME

1. ~~Certified employees~~Licensed staff members 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 a ~~plan of assistance~~ **Plan for Improvement or growth and support goals**; and
- d. Their permission to “work from home” has not previously been revoked.

~~2.~~ **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.

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.

~~34.~~ 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.
- 2. 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 and 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 in 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). ~~Any other closure days will only require members to make-up closure days if instructional time falls below state minimums.~~
- 4. If the number of contract days 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. ~~Any other closure days will only require members to make up the closure days if instructional time falls below state minimums.~~

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

- a. All full-time elementary licensed classroom teachers 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-b. An additional non-student day will be provided, at a time to be determined by the District. ~~immediately following the semester grading day~~ 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.

~~All full-time licensed staff members will be provided a minimum of five hundred (500) minutes of preparation time per five day (5 day) student week. Prep time occurring within the student day will not be less than forty five (45) minutes a day, for any level, except during a modified class schedule, when minutes for each class period will be prorated for that day.~~

~~On school weeks that are less than 5 days, preparation time will be appropriately prorated. This proration will occur ONLY to the weekly minimum minutes (500) and not to the minimum daily prep minutes within the school day (45), except during a modified class schedule.~~

~~On days with a modified class schedule, preparation time will be appropriately prorated.~~

~~If two or more days within a student week require a modified class schedule, meetings outside of student contact time will be reduced / rescheduled to allow sufficient preparation time for the week.~~

~~Preparation time for part time licensed staff members will be prorated based on their FTE.~~

~~2. Elementary Licensed Staff Members~~

- ~~a. All full-time elementary licensed staff members including special education, Title, and English Language Development (ELD) licensed staff members and elementary specialists, will be provided three hundred sixty (360) a minimum of five hundred (500) minutes of preparation time per five day (5 day) student week. Of the three hundred sixty (360) five hundred (500) minutes, the District will provide a minimum of one hundred thirty (130) minutes of daily preparation time during the student instructional day in blocks of no less than thirty (30) forty five (45) minutes. In order to count as part of the three hundred sixty (360) five hundred (500) 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.~~
- ~~b. The District will work with building leadership to provide daily preparation time for classroom teachers whenever existing resources and staffing make that possible.~~
- ~~c.b. An additional non-student day will be provided, immediately following the semester grading day 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.~~
- ~~d. Elementary staff members will be given at least one (1) minimum fifteen (15) minute duty-free recess period per day, not to be counted as prep time.~~

~~3. Middle School Licensed Staff Members~~

~~All middle school classroom licensed staff members shall be granted provided a minimum of five hundred (500) minutes of preparation time per five-day (5-day) student week, including one (1) period (at a minimum of forty-five [45] minutes) for preparation during the each student contact day. In order to count as part of the five~~

~~hundred (500) 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.~~

~~4. High School Licensed Staff Members~~

~~High School Licensed Staff Members will be provided a minimum of five hundred (500) minutes of preparation time per five day (5 day) student week.~~

~~A. On the four by four (4x4) block schedule, all high school classroom licensed staff members shall be granted one (1) block period (minimum of 90 minutes) for preparation during the student contact day. On non-block days, licensed staff members shall be granted two (2) class periods for preparation. In order to count as part of the five hundred (500) 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.~~

~~5.B. Gateways High School licensed staff will have preparation time of one (1) class period daily, as well as blocks of time outside of the student day, to total a minimum of five hundred (500) minutes a week. In order to count as part of the five hundred (500) 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.~~

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

~~5. 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.~~

~~4.6. Gateways High School licensed staff will have preparation time of one (1) class period daily.~~

~~5.7. 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~~ semester ~~trimester~~, elementary licensed staff members will be given one (1) non-student workday to prepare grade reports, for a total of ~~three (3)~~ two (2) 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 ~~quarter~~ mid-semester progress report period, 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.~~

~~KJ.~~ 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.

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

1. Evening Parent-Teacher Conferences

~~a. 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.~~

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

- d. 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. These conference days will be scheduled on the same days as the secondary school conferences/grading day.

- 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.

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

3. **Secondary** Schools on a Semester Schedule:

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.~~ MK. 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 XIV. EXTRACURRICULAR ACTIVITIES and APPENDIX A.~~

~~O. 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.L. 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. Up to Sixteen-sixteen (16) hours will be made available for the release time-for the leave each semester for every licensed staff member that is eligible. If the hours are not used, qualifying staff members shall receive payment at their full hourly rate at the next pay period from any hours not used. 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. All Special Education Licensed staff will have a minimum of forty five (45) minutes built into each day (or a total of two hundred and twenty five (225) minutes in a five day student week) for case management and completion of special education programing needs. For Secondary Special Education licensed staff, case management time must occur during the student contact hours. For Elementary Special Education licensed staff, case management time is not required to occur during student contact hours.
3. Special education ~~and intervention specialist~~ licensed staff members may request additional paid 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.

5. 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).

~~Special education licensed staff members and case managers will not be assigned non-instructional duties.~~

6. ~~IEP/504 meetings that cause licensed staff members, not exclusive to special education, to work longer than their contracted hours will be compensated. Members will log the time and submit for pay at their per diem rate every month.~~

~~E.~~M. 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.

This is a value statement and not appropriate language for a collective bargaining agreement. It also attempts to collectively bargain management rights.

~~3. Springfield is a community which attracts many new residents who do not speak English as their native language. In order to comply with Section 1703(f) of the EEOA, it is the district's responsibility to ensure that students who fit this category are served as well as any other students. As such:~~

~~1. The District will ensure that there is trained staff in every classroom with multilingual students who can assist with translation services if they are needed.~~

~~2. The District will regard being multilingual as a high priority in hiring.~~

~~3. The District will invest in high quality services, either onsite or digitally.~~

~~4. If staff members are having to translate curriculum for their students that causes them to work past their normal working hours, they will fill out a timesheet and be paid at their per diem rate.~~

~~R.N.~~ SPLIT-ASSIGNMENT ~~CLASSROOM TEACHERS /ITINERANT~~-LICENSED STAFF MEMBERS

All split-assignment ~~classroom teachers licensed/itinerant~~ 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 ~~licensed staff member~~classroom teacher has a split assignment~~/itinerant~~, one (1) of the sites that the ~~licensed staff member~~classroom teacher is assigned will be considered "home base," as designated by the District. The ~~licensed staff member~~classroom teacher 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 ~~licensed staff member~~classroom teacher with a split assignment ~~/itinerant~~ will confer with the building principals to establish the ~~licensed—staff member’s~~classroom teacher’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 ~~employees—classroom teachers~~ teaching part or full-time with split assignments ~~/itinerant~~, their respective FTEs, their assignments, their “home base,” and their designated prep period.
4. ~~Employees—Classroom teachers~~ 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.O.~~ WORKLOAD, WORKSPACE 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, workspace, 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, workspace, 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, workspace, 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, Workspace, and Work Equipment Review Committee.
4. Step Three: District/Association Workload, Workspace, and Work Equipment Review Committee.
 - a. ~~The Each~~ 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.
 - b. ~~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~~ **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, workspace 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. The process and procedures will be outlined in writing and jointly submitted by SEA and the District.~~
 - c. 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.
 - 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.

- e. The Committee's task will be to determine:
 - (1) Whether the workload, workspace, 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.
- f. If the Committee determines that inequity in workload, workspace, or work equipment exists, its recommendation may include, but is not limited to, the following:
 - (1) modifying workspace,
 - (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.

- 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.
- 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.

~~S. All members will be given the furniture needed to complete their job. At the bare minimum all members should have a desk, chair, and filing cabinet for their exclusive use.~~

~~T. CLASS SIZE, CASELOAD AND OVERLOAD PAY~~

~~1. Language relating to overloads and class/caseload shall remain in effect in a status quo period.~~

~~2. Both parties recognize and agree that overload numbers are not a staffing model.~~

~~3. Student loads will be calculated on the third Monday in October and the third Tuesday in February. If a professional educator's load exceeds the limits in T, the District will implement one of these three options:~~

~~a. Within two weeks, move students to meet the limit.~~

~~b. Within two weeks provide an educational assistant. Educational assistants or paraeducators assigned to classrooms to address overage shall not be used for other building needs.~~

~~Or~~

~~c. Pay any professional educator over a threshold a stipend equal to 1.5% of their salary per student per semester; and at the same time refer the matter to the Class Size Committee process, as set forth below~~

~~4. Assistants or paraeducators already assigned to the class due to threshold estimates will count towards this relief and may not be declined in favor of a stipend.~~

~~5. The stipend will be paid as part of the next payroll period and backpayed.~~

~~6. For professional educators in multiple buildings, or for professional educators working less than 1.0 FTE, the stipend will be prorated.~~

GUIDELINES

~~1. Effective July 1, 2025, the following teaching/caseload thresholds shall be established with the expectation of providing overload pay to individual professional educators if the District chooses to exceed these thresholds.~~

a. Elementary (K-5)

<u>Position</u>	<u>Target Size</u>	<u>Teaching Load Threshold for Overload Pay</u>	<u>% of Base Salary increased per Student over the Thresholds</u>
<u>K</u>	<u>18</u>	<u>24</u>	<u>3% (1.5% each Semester) per Student over the Threshold</u>
<u>1-2</u>	<u>20</u>	<u>25</u>	<u>3% (1.5% each Semester) per Student over the Threshold</u>
<u>3-5</u>	<u>22</u>	<u>26</u>	<u>3% (1.5% each Semester) per Student over the Threshold</u>
<u>Elementary Core Enrichment Professional Educators*</u>	<u>26</u>	<u>Determined by average overload of the building beginning with the average of 1.0 overage. The average will be rounded to the closest whole number thereafter.</u>	<u>3% (1.5% each Semester) per Student over the Threshold</u>

~~* Elementary "Core Enrichment Professional Educators" are educators who instruct Dance, Visual Arts, Music, Physical Education, Media Arts, Applied Arts, Theater Arts, Teacher Librarians and all educators who are referred to as 'specialists'.~~

b. Middle School / High School Grades (6-12)

<u>Position</u>	<u>Period Target Size</u>	<u>Teaching Load Threshold for Overload Pay</u>	<u>% of Base Salary increased per Student over the Threshold</u>
<u>MS/HS Professional Educators</u>	<u>26</u>	<u>32</u>	<u>Increase salary by 3% (1.5% each Semester) per five Students over Threshold (triggered by first student over) Prorated per period</u>
<u>MS/HS Performing Arts Professional Educators</u>	<u>32</u>	<u>36</u>	<u>Increase salary by 3% (1.5% each Semester) per five Students over Threshold (triggered by first student over) Prorated per period</u>
<u>MS/HS Physical Education Professional Educators</u>	<u>32</u>	<u>36</u>	<u>Increase salary by 3% (1.5% each Semester) per five Students over Threshold (triggered by first student over) Prorated per period</u>

c. Special Education Classrooms

<u>Position</u>	<u>Target Size</u>	<u>Teaching Load / Caseload Threshold for Overload Pay</u>	<u>% of Base Salary increased per Student over the Threshold</u>
<u>Special Education (Intensive Tutoring program)</u>	<u>7</u>	<u>10 students</u>	<u>Increase salary by 3% (1.5% each Semester) per Student over the Threshold</u>
<u>Special Education Self-Contained Classrooms</u>	<u>7</u>	<u>13 students</u>	<u>Increase salary by 3% (1.5% each Semester) per Student over Threshold</u>
<u>Special Ed. Transitions (MS/HS)</u>	<u>18</u>	<u>25 students</u>	<u>Increase salary by 3% (1.5% each Semester) per Student over Threshold</u>
<u>Special Ed. (Resource K-5)</u>	<u>20</u>	<u>25 students</u>	<u>Increase salary by 3% (1.5% each Semester) per Student over Threshold</u>

Mainstream Classrooms with students on IEPs	20% of students on IEPs	30% of students on IEPs	Increase salary by 3% (1.5% each Semester) per Student over Threshold
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d. Special Education Caseloads

<u>Position</u>	<u>Target Size</u>	<u>Teaching Load / Caseload Threshold for Overload Pay</u>	<u>% of Base Salary increased per Student over the Threshold</u>
<u>School Psychologists</u>	<u>750</u>	<u>1000 special education students</u>	<u>Increase salary by 3% (1.5% each Semester) per five (5) Students over Threshold (triggered by first student over)</u>
<u>ELD/ESL/ELL</u>	<u>26 (Newcomers and Students with Interrupted Formal Education shall be counted as 1.5 students)</u>	<u>32</u>	<u>Increase salary by 3% (1.5% each Semester) per two (2) Students over Threshold (triggered by first student over)</u>
<u>Speech and Language Pathologists</u>	<u>30</u>	<u>50</u>	<u>Increase salary by 3% (1.5% each Semester) per Student over Threshold</u>
<u>School Counselors / Social Workers (all levels)</u>	<u>200</u>	<u>300</u>	<u>Increase salary by 3% (1.5% each Semester) per ten (10) Students over Threshold (triggered by first student over)</u>
<u>School Nurses</u>	<u>750</u>	<u>751</u>	<u>Increase salary by 3% (1.5% each Semester) per ten (10) Students over Threshold (triggered by first student over)</u>

Special Education	20	40	Increase salary by 3% (1.5% each Semester) per ten (10) Students over Threshold (triggered by first student over)
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2. Class Size Committee Process

1. The parties acknowledge that circumstances could arise where there are exceptions to the above class size thresholds. The building level committee will meet when the conditions are met related to class size, caseload and overage pay, as set forth above.
2. Teachers will not be asked individually to exceed these limits. To address a single class size or caseload exceeding a threshold, the building administrator may meet with the building Association representative and the affected professional educator to discuss the class size or caseload thresholds and to collaborate on solutions. In no event will a solution be implemented without the review and consultation of the building Association's representative and impacted teacher(s). If the issue is not resolved, it may be brought to a class size committee for resolution
3. The committee shall be composed of the following members:-
 - a. School Principal/Supervisor
 - b. Assistant/Vice Principal or other administrator selected by the District
 - c. A teacher from an affected classroom or other staff member in the affected license area. This person will be chosen by the SEA Building/Association Representative.
 - d. A building representative or another licensed staff person appointed by the Association
4. All affected teachers will be invited to attend the Class Size Committee to participate in the discussion of possible solutions.
5. If a solution is not reached at the building level, the district's Superintendent, or their designee, and a representative from the Association will meet and make a good faith effort to resolve the issue.
6. If the previous steps of the process have not resulted in a resolution, the superintendent (or their designee) and the President of SEA (or their designee) shall meet for a final effort to resolve the issue.

U.P. SPS ONLINE

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 prep changes throughout the year. As a teacher's assigned student numbers go up the number of 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

1. 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 (8) school weeks.
2. In the event enrollment in the Online School drops before these numbers for all teachers, adjustments will be made. Teachers may be assigned one additional prep for every reduction of ~~15-20~~ fifteen (15) to twenty (20) students. At no time will a teacher be assigned more than ~~12~~ fifteen (15) preps.
3. 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.
4. 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.
5. In-person meetings will follow these guidelines: Times will be jointly set by the staff and the administration. Meetings will occur during the building hours of Brattain Campus. The number of meetings may be increased if jointly agreed to by the staff and administration. These guidelines do not impact or eliminate online meetings with students, peers, or the staff as a whole since the majority of the work is done online.

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
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 STIPENDS

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	3,110	3,265	3,576
ASB Advisor	High			
Sources of Strength Club Advisor	High	2,537	2,664	2,917
FFA Advisor	High			
FSSO Advisor	High	1,882	1,976	2,165
Musical	Middle			
Drama (per play)	Middle			
AOFL Advisor	High			
Band Director	Middle			
Orchestra	High/Middle			
Safety Patrol	All Levels			
Student Council	Middle			
Student Store	Middle	1,228	1,289	1,412
Vocal Director	Middle			
WEB Leader	Middle			
Art	High			
Class Advisor Grades 11-12	High	655	687	753
Orchestra	Elementary			
Vocal Director	Elementary	655	687	753
Class Advisor Grades 9-10	High			
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.*