## I. RECOGNITION

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

B. The Board recognizes the Springfield Education Association, an affiliate of the Oregon Education Association and the National Education Association, as the exclusive representative, as defined in Oregon Revised Statutes (ORS) 243.650 (1), of all full- and part-time contract, probationary, or temporary licensed employees who are employed with the District for one hundred thirty-five (135) days or more in a school year. All nurses, athletic trainers, licensed social workers, psychologists, occupational therapists, physical therapists, speech language pathologists, and board-certified behavior analysts are included in this definition.

C. Specifically excluded from the bargaining unit are supervisory, executive, confidential personnel, substitutes, interns and licensed personnel who are contracted to work as tutors. "Substitutes" are defined as licensed staff members hired on a daily basis who may be assigned up to ninety (90) consecutive workdays in one (1) assignment during one (1) school year.

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

## II. STATUS OF AGREEMENT

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

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

C. There will be two (2) signed copies of the final Agreement for the purpose of records. One (1) will be retained by the District and one (1) by the Association. The Board agrees to strive to duplicate sufficient copies of this Agreement for all employed licensed staff members and agrees to deliver those copies to the Association for distribution to licensed staff members within forty-five (45) days of ratification of this Agreement by both parties. **The District will post the current bargaining agreement and any Memorandums of Agreement (MOA~~'~~s) on ~~their~~ the Human Resources department website.**

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

If no agenda items are submitted prior to 5:00 p.m. on the business day prior to the scheduled meeting, either party may cancel the meeting at its sole discretion.

Contract Maintenance meetings may otherwise be cancelled or rescheduled only by mutual agreement of the District and the Union.

ARTICLE ___: ASSOCIATION LEAVE AND RELEASE TIME

A. ASSOCIATION LEAVE DAYS

1. Thirty-five (35) licensed staff member work days per year of paid leave will be allowed to licensed staff members whose absence is requested in writing to the Director of Human Resources by the Association for the purpose of Association business at least three (3) days in advance of the proposed absence, provided that suitable substitutes are available. The Association will reimburse the District for the substitute cost for those days. ~~Upon request of the Association, the District will grant to the Association thirty-five (35) days leave at no cost to the Association. Such leave will be for the purpose of collective bargaining, grievance processing and performance of the general duties of the Association in its role as the exclusive representative for its members with the District. Three (3) days' written notice will be given to the District by the Association president or his/her designated representative. This notice will include the purpose, name and assignment of persons taking the leave. In cases of emergency the parties agree the time requirement may be waived.~~

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

~~2.~~3. The District shall bill the Association within sixty (60) calendar days of leave used by the Association.

B. ASSOCIATION PRESIDENT RELEASE TIME

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

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

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

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

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

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

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

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

## XIX. VACANCIES AND TRANSFERS

### A. VACANCIES

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

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

3. Current full- or part-time licensed employees may apply for any District-declared vacancy by submitting a cover letter expressing interest and a current resume.

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

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

### B. REQUEST FOR TRANSFER

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

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

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

3. If licensed staff members desire a change or modification of current assignment

within the current building, the request should be addressed to the building principal.

C. INVOLUNTARY TRANSFERS

1. Each year, the District will determine the appropriate staffing levels for buildings and departments. Once FTE allocations have been determined, the District will inform building or department administrators of any reductions in FTE for the following school year.

2. In the event that a building or department administrator has been informed of an FTE reduction that requires an involuntary transfer, the building or department administrator will notify licensed staff members of the reduction and provide an opportunity for licensed staff members to volunteer for the transfer. If more than one licensed staff member expresses interest in the involuntary transfer, the building or department administrator will make a determination and notify each licensed staff member of their decision within five (5) days of receiving their request, including the explanation(s) as to why the request was not granted.

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

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

~~1.~~3. An involuntary transfer shall not be effected or announced until the licensed staff member has been notified by Human Resources in writing. A conference shall be held with the receiving administrator as soon as possible, once the licensed staff member has been notified in writing of the transfer.

~~2.~~4. The licensed staff member being involuntarily transferred from one building to another building will be provided with three (3) duty-free days or three (3) extended contract days to prepare for the new assignment. If circumstances do not allow for three (3) duty-free days or three (3) extended contract days, the licensed staff member will receive three (3) days' pay at their daily rate.

~~3.~~5. If it is necessary for an employee to return to school for additional licensure to properly qualify under ORS 342.125 ~~ORS 342.135~~ for the new position to which the employee is involuntarily transferred, the District will pay the full tuition or provide the necessary programs.

~~4.~~6. A licensed staff member who has been involuntarily transferred because a program or position has been eliminated due to budget cuts will be given first chance to return to the program or position once it is reinstated. In the event the program or position is reinstated after the start of the school year, the District can temporarily fill the position for that year; however, the licensed staff member who had been involuntarily transferred will be given the opportunity to return to the program or position the following school year.

~~5.~~7. Any licensed staff member who has been involuntarily transferred and who applies for a voluntary transfer the following year will be granted an interview for any requested positions that meet their endorsement.

D. CLASSROOM MOVES

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

If a licensed staff member is hired after the beginning of the school year, not to include in-service week, the licensed staff member will be provided with two (2) duty-free days to set up their new classroom. If circumstances do not allow for two (2) duty-free days, the licensed staff member will receive two (2) days' pay at their daily rate.

## III. GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

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

2. Grievant: A "grievant" is the party making the claim.

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

C. REPRESENTATION AND RESPONSIBILITIES

1. Representation

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

2. Group Grievance

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

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

3. Non-Reprisal

No reprisals of any kind will be taken by the District or any member of the

administration or by any Association member or representative against any participant in any grievance procedure by reason of such participation.

D. OPERATING LIMITS

1. Time Limits

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

2. Year-End Grievances

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

3. Meetings and Hearings

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

4. Written Decisions

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

5. Grievance Form

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

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

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

c. The specific relief requested.

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

e. The signature of the grievant.

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

E. THE PROCEDURE

1. Level One: Supervisor

a. A grievant will, within fifteen (15) days of their first knowledge of the facts upon which the grievance is based, discuss it with their principal or immediate supervisor with the objective of resolving the matter informally.

b. If the grievant is not satisfied with the informal disposition of their grievance, they may file a written grievance with their principal within ten (10) days of the informal meeting. The principal will make a written decision within five (5) days and attach it to the original written grievance. During the five-day (5-day) period, the principal or supervisor may convene an additional informal conference by giving to the parties two (2) days' notice of such conference.

2. Level Two: Superintendent

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

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

prior thereto to the parties in interest and the Association.

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

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

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

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

3. Level Three: Arbitration

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

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

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

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

and to the Association and will, within the scope of the arbitrator's authority, be final and binding to both parties.

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

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

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

F. DISTRICT-INITIATED INFORMAL RESOLUTION PROCESS

~~4.~~1. Purpose. This process is intended to provide a structured, good-faith opportunity to resolve alleged violations informally. However, repeated or unresolved violations may result in the District pursuing formal remedies, including the filing of an Unfair Labor Practice (ULP) complaint with the Employment Relations Board (ERB) or other appropriate legal action.

a. Step One: Written Notification

The District will provide the Association with a written notice of the alleged violation(s) within ten (10) days of the date the District becomes aware of the concern(s). This notice will include:

(1) A description of the specific provision(s) of the Agreement allegedly violated

(2) A summary of the factual basis of the allegation(s)

(3) A request to meet to address the issue(s)

b. Step Two: Informal Resolution Meeting

The Association shall meet with District representatives within ten (10) days of receiving the notice to review and respond to the allegation. The purpose of the meeting is to:

(1) Clarify facts and interpretations

(2) Discuss potential remedies or corrective actions

(3) Identify steps to prevent recurrence

c. Step 3: Written Summary of Informal Resolution Meeting

Within five (5) days of the meeting, the District will issue a written summary of:

(1) The resolution, if any;

(2) Outstanding concern(s), if any; and/or

(3) A formal notice that unresolved or continued violations may result in the District filing a ULP or seeking other remedies under Oregon public sector labor law.

~~5.~~2. Nothing in this Agreement shall be construed to limit or waive the District's right to file an Unfair Labor Practice (ULP) complaint with the Oregon Employment Relations Board (ERB) under ORS Chapter 243. The District retains the right to pursue a ULP filing regardless of whether the parties engage in, or complete, an informal resolution process. Participation in any informal process shall not be a prerequisite to, or construed as a waiver of, the District's right to seek legal or administrative remedies through ERB.

~~F. DISTRICT ADOPTED PROCEDURES~~

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

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

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

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

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

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

## VI. PAID LEAVES

### A. COURT APPEARANCE LEAVE

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

2. Judicial or Administrative Proceedings:

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

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

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

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

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

~~B. ASSOCIATION LEAVE~~

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

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

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

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

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

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

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

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

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

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

~~C.~~B. PAID PERSONAL LEAVE

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

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

3. The employee shall give at least five (5) days' advance notice when leave is desired, unless circumstances beyond their control prevent such advance notice. The employee's request will state the date and time, either half day or full day, of the anticipated absence. A maximum of ten percent (10%) of licensed staff members in any building, but at least two (2) licensed staff members per building, may use personal leave on any day, to include before and/or after a holiday or break period, as long as the licensed staff member has provided five (5) days' notice. A personal leave may only be revoked if the licensed staff member has not provided five (5) days' notice and there are not enough substitutes available for that day.

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

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

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

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

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

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

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

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

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

C. PROFESSIONAL DEVELOPMENT LEAVE

1. Licensed staff members may attend educational meetings and/or activities during building hours, not to exceed two (2) days, without loss of pay or other privileges if the importance of the meeting is agreed upon by the District. The educational meeting must mutually benefit the member and the District.

2. The District reserves the right to recall members scheduled for professional development leave. Members recalled with less than twenty-four (24) hours' notice

shall be compensated with one (1) hour of pay at their daily rate.

3. Members utilizing their individual professional development funds in accordance with the Credit and Conference Fund shall not be recalled.

D. SICK LEAVE

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

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

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

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

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

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

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

~~6.~~5. The District will provide electronic means by which the licensed staff member will notify the District of an absence. The licensed staff member will give notice of said absence in a timely manner such that the school can make arrangements for meeting classroom responsibilities. So that meaningful instruction can occur in their absence, the licensed staff member will provide a plan for the guest licensed staff member unless extreme or unforeseen circumstances prevent it. The District may require medical certification of

the illness after five (5) consecutive days.

~~7.~~6. A licensed staff member returning from any illness, whether or not sick leave benefits have been paid, may be required to submit to a medical examination at the expense of the Board or furnish a medical doctor's certificate of health prior to returning to work.

~~8.~~7. If, at the beginning of a school year, a licensed staff member, previously employed for at least one (1) school year, is ill and unable to resume teaching duties, and such licensed staff member had unused accumulated sick leave days at the end of the prior school year, previously accumulated sick leave days may be used while the licensed staff member is ill and unable to work. Such licensed staff member will not be credited with any additional sick leave days until the date of return to teaching duties.

~~9.~~8. All sick leave benefits from the District will terminate and will be forfeited upon termination of employment for any reason, except for PERS retirement purposes.

~~10.~~9. Any employee obtaining sick leave benefits by fraud, deceit or falsified statement, will be subject to disciplinary action.

~~11. All employees will be credited with their full annual sick leave benefits on the first contract day of the school year. Employees terminating before the end of their contract duty days who have used more days of sick leave than their service days entitle them to, will reimburse the District for the excess days paid to them through payroll deduction. Employees on unpaid leave in excess of fifteen (15) calendar days in any month will not earn sick leave for that month.~~

~~12.~~10. When the reason for sick time under SB 454 is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

~~13. Short Term Disability.~~

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

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

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

ofbenefits.

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

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

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

(2) forty (40) workdays, or

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

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

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

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

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

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

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

E. EMERGENCY PAID LEAVE

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

~~F.~~E. BEREAVEMENT LEAVE

Up to a maximum of three (3) days' paid leave may be used for bereavement for spouse/~~same-sex~~ domestic partner or any of the following persons who have relationship to either the employee or the employee's spouse, such as: son, daughter, mother, father, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild or the spouse/domestic partner of any of the above or residents of the employee's home such as foster children, exchange students and roommates. Two (2) additional days may be used for in-state simultaneous multiple deaths in the employee's immediate family. Five (5) days may be used for out-of-state death in the employee's immediate family. Should simultaneous, multiple deaths occur out of state, an additional three (3) days may be used. This leave is not charged against the employee's sick leave, nor is it cumulative. If additional days are needed to make a one (1) week block of time, an employee may use up to an additional two (2) days of sick leave. In cases where additional time is needed for bereavement, employees may request additional bereavement leave through OFLA and use their accumulated sick leave to create a total block of ten (10) days. These additional days would only qualify for family members defined in OFLA.

~~G.~~F. RELIGIOUS LEAVE

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

1. Using an available Professional Development day, or

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

~~H.~~G. MILITARY DUTY LEAVE

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

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

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

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

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

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

~~J.~~I. SICK LEAVE BANK

The District and the Association will collaboratively manage a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to provide additional sick leave days to eligible and participating employees should a long-term illness or catastrophic injury exhaust the members' accumulated sick leave. The sick leave bank shall also provide sick leave days to eligible and participating members to care for a child, spouse/partner, or parent as defined by OFLA/FMLA should child, spouse/partner, or parent have a long-term illness or catastrophic injury that exhausts the employee's accumulated sick leave. The District and Association shall establish rules and regulations to govern the sick leave bank that meet these conditions.

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

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

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

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

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

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

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

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

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

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

J. PAID LEAVE OREGON

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

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

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

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

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

## VIII. UNPAID LEAVES

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

A. UNPAID PERSONAL LEAVE (SHORT-TERM)

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

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

~~1.~~3. A maximum of ten percent (10%) of licensed staff members in any building, but at least two (2) licensed staff members per building, may use personal leave on any day, to include before and/or after a holiday or break period, as long as the licensed staff member has provided five (5) days' notice. A personal leave may only be revoked if the licensed staff member has not provided five (5) days' notice and there are not enough substitutes available for that day.

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

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

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

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

~~3. 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~~ |

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

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

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

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

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

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

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

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

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

C. UNPAID PROFESSIONAL LEAVE

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

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

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

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

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

staff member is otherwise eligible for such a step increase.

D. MILITARY LEAVE

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

E. UNPAID EMERGENCY LEAVE

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

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

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

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

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

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

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

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

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

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

~~G.~~F. RETURN FROM LEAVE

All benefits to which a licensed staff member was entitled at the time their leave of absence commenced, including seniority and unused accumulated sick leave will be restored to the licensed staff member upon return as fully as if leave had never been taken. That licensed staff member will be assigned to a position substantially equivalent to the one held at the time said leave commenced, provided that employees on unpaid leave are subject to the reduction-in- staff provisions of this Agreement and State law to the same extent as employees actively working. Seniority will accrue

during unpaid leave to the extent required by law.

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

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

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

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

~~I.~~H. EXTENSIONS AND RENEWALS

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

~~J.~~I. INSURANCE

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

~~K.~~J. UNEMPLOYMENT HOLD HARMLESS

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

District Counterproposal
New Article – SPS Online School
Presented on May 7, 2025

**ARTICLE ___. SPS ONLINE SCHOOL**

**A. ROLES AND RESPONSIBILITIES**

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

| | **Full-time Staff** | **Full-time Staff** | **Part-time Staff** | **Part-time Staff** |
|---|---|---|---|---|
| **Number of Preps** | ~~1-7~~ 1-9 | ~~8+~~ 9+ | ~~1-3~~ 1-4 | ~~4-6~~ 5-7 |
| **Number of Students** | Up to 210 | Below 175 | Up to 130 | Below 100 |

2. Both the number of assigned students and the number of assigned preps are ranges. Due to the nature of the Online School, numbers may temporarily exceed the range. Numbers will not exceed the range for more than ~~four~~ six (6) school weeks.

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

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

**B. IN-PERSON TIMES**

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

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

3. In-person meetings will follow these guidelines:

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

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

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

## XII. SALARY SCHEDULES

A. SALARY INDEX

Salary Schedules for ~~2022-2023 and 2023-2024~~ 2025-2026, 2026-2027 and 2027-2028 are based on a three-point-seven-five percent (3.75%) horizontal index and a three-point-seven-five percent (3.75%) vertical index.

B. SALARY SCHEDULE

1. Effective the first month of the ~~2022-2023~~ 2025-2026 school year, employees on the Salary Schedule will receive a ~~five percent (5%)~~ two and one-half percent (2.5%) Cost of Living Adjustment (COLA). Effective the first month of the ~~2023-2024~~ 2026-2027 school year, employees on the Salary Schedule will receive a ~~four percent (4%)~~ two percent (2%) Cost of Living Adjustment. Effective the first month of the 2027-2028 school year, employees on the Salary Schedule will receive a two percent (2%) Cost of Living Adjustment.

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

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

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

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

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

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

~~article may advance to such higher columns.~~

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

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

4. After initial placement on the salary schedule, step advancement will be awarded for full-year teaching experience, which is one hundred thirty-five (135) days or more in a school year. ~~Hours or credits earned must be classified as graduate-level, except for non- graduate hours or credits related to the members' current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for recertification. The number of hours used to advance to the next column is based on quarter hours. Each semester credit earned at a college or university will count as one and one-half (1.5) quarter hours. The superintendent or designee reserves the right to award non-accredited hours for coursework deemed by the District to be equivalent hours awarded by accredited institutions.~~

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

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

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

   ~~c.~~ If the District makes an error during the initial salary schedule placement, the District will correct the error, retroactive to the beginning of the school year in which the error was discovered for all underpayments or overpayments of the licensed staff member. If the error results in overpayment of the licensed staff member, the District agrees to spread the resulting deductions over the remaining paychecks for the school year.

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

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

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

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

D. OFFICIAL TRANSCRIPTS

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

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

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

F. HOURS TOWARD COLUMN ADVANCEMENT

The District will review transcripts from licensed staff members for column advancement for each subsequent school year. In order to be considered for a column advancement, licensed staff members will submit all qualifying transcripts no later than October 1st of each year. If a column advancement is approved by the Human Resources department, it will be retroactive to the beginning of that school year.

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

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

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

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

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

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

~~Hours used toward advancement from one column to another must be earned from an accredited college or university. Hours or credits earned must be classified as Graduate Hours, except for non- Graduate hours or credits related to the member's current assignment, performance goals for District evaluation, or Continuing Professional Development Plan for relicensing. In order to be counted, undergraduate hours or credits must be earned after January 1, 2004.~~

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

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

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

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

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

# XI. INSURANCE

## A. JOINT INSURANCE COMMITTEE

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

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

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

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

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

## B. INSURANCE MATRIX

The District and Association agreed to apply to an insurance matrix, which covers medical, dental and vision insurance for all licensed employees, the full bargained amount of the

District's monthly contribution towards premium for each employee. The matrix will be adjusted annually in consultation with the Joint Insurance Committee.

~~1. The District's monthly contribution for 2022-2023 **2025-2026** will be one thousand two **three** hundred sixty-five dollars ($1,265**$1365**) per month and, for 2023-2024 **2026-2027** the District's contribution will be one thousand two **four** hundred ninety **sixty-five** dollars ($1,290**$1465**) per month**, for 2027-2028 the District contribution will be one thousand five hundred sixty-five dollars ($1565).**~~

1. The District's monthly contribution for 2025-2026 will be one thousand three hundred ninety-five dollars ($1,395) per month. The District's monthly contribution for 2026-2027 will be one thousand four hundred twenty-five dollars ($1,425) per month. The District's monthly contribution for 2027-2028 will be one thousand four hundred fifty-five dollars ($1,455) per month.

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

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

~~C. INSURANCE BENEFIT FUND~~

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

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

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

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

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

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

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

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

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

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

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

## ~~D.~~C. VOLUNTARY EARLY RETIREMENT (VER) INSURANCE

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

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

   a. Single retirees will be enrolled as single coverage.

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

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

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

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

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

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

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

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

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

~~E. **INSURANCE ACCESS BEYOND RETIREMENT**~~

~~**Retiring staff shall have the option to buy into the District health insurance plan until they reach the age to qualify for Medicare.**~~