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.

XVIII. EMPLOYEELICENSED STAFF MEMBER RIGHTS

A. DISCIPLINE

- 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 employeelicensed staff members for violation of these rules and regulations. However, no employeelicensed staff member will be disciplined without just cause and unless the generally accepted rights of due process are protected. EmployeeLicensed staff members accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. A plan of assistance is not Plans for improvement and Growth and Support Goals are not considered disciplinary action.
- 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 employeelicensed staff member shall be granted representation during any meeting which might reasonably be expected to lead to disciplinary action. The Association will annually notify employeelicensed staff members of their right to representation. When a request for representation is made the meeting may be delayed no longer than the end of the immediately following contract day, or forty-eight (48) hours, if the requested meeting occurs on the last day of the contract year.

C. PERSONNEL FILES

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

- 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 employeelicensed staff members.
- 3. An employee<u>licensed staff member</u> 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 employeelicensed 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) days and to have said response included in the file.
- 5. After three (3) years, an employee<u>licensed staff member</u> 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.
- Unsubstantiated or unfounded complaints shall not impact a licensed staff member's evaluation.
- 3. Only complaints which result in disciplinary action or an evaluative record shall be placed in the licensed staff member's personnel file and shall not be removed for any reasons, except if the related discipline is overturned. An employee shall have the right to attach the employee's response, or any other relevant documents to any document included under this subsection.
- 4. If the bargaining unit member is dissatisfied with the resolution, they may appeal to

the Superintendent or, if dissatisfied, to the Board level.

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

E.D. CRITICISM OF LICENSED STAFF MEMBERS

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

F.E._EVALUATION

All licensed staff members shall be evaluated using the District procedure as articulated in the <u>Growth and Evaluation Handbook</u>. The Association and District will collaborate on revising the <u>Growth and Evaluation Handbook</u> as needed <u>using a committee equally made up of District representatives and Association members. No changes to the Growth and Evaluation Handbook can be made outside of the recommendations of the committee.</u>

- 1. The goal of evaluations for licensed staff <u>members</u> 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 goalsGrowth and Support Goals and plans of assistancePlans for Improvement as stated in the Evaluation Handbook for both probationary and contract employee 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.
- 3.4. The process for placing licensed staff members on Growth and Support Goals or Plans for Improvement can be found in the Growth and Evaluation Handbook.

G.F. HEALTH AND SAFETY

1. The District shall provide a safe and healthful working environment for all employeelicensed staff members so employeelicensed staff members 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 in conjunction with the Risk Management team. UnitLicensed staff members will be

informed as soon as practicable when they are potentially exposed to contagious diseases, illnesses, or environmental hazards. Unit members will be informed immediately when they are potentially exposed to contagious diseases, illnesses, or environmental hazards. When feasible, a written notice will include a general description of the nature of the exposure, anticipated health impacts, and steps taken or planned to mitigate future risk.

- 2. The District recognizes the responsibility to make every reasonable effort to enhance the security of buildings and grounds, including, where appropriate, the use of lighting and other safety precautions. 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 <u>licensed</u> staff member(s) or <u>adult(s)</u> who have been assigned with the responsibilities to implementassigned responsibilities for implementing the health protocols. <u>Staff-Licensed staff members</u> will not be responsible for implementing protocols prior to receiving training. <u>Reasonable-Every reasonable</u> effort will be made to exempt the classroom teacher from such responsibilities, except in cases involving imminent life-threatening situations, responsibility with the exception of an imminent life threatening event.
- 5. The District will comply with applicable state and federal laws and regulations related to environmental conditions, workplace safety, and efforts to maintain a healthful work environment.
 - a. The District will make reasonable efforts to inspect and maintain classroom ventilation systems, consistent with standards and guidance from OSHA or other applicable agencies.
 - b. The District will consider requests or feedback regarding air quality or temperature concerns and, when feasible, will respond through adjustment, repair or operational guidance.
- 6. Licensed staff members may bring forward potential health or safety concerns (e.g., air, water, noise) to the Safety Committee or their supervisor. When concerns are raised through appropriate channels, the District will make reasonable efforts to notify the supervisor, 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 supervisor. The supervisor will communicate relevant findings to affected licensed staff members within one (1) week of receipt, when feasible.
- 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.
- 4.9. The District will make reasonable efforts to ensure that licensed staff member restroom facilities are designated for staff use and are cleaned regularly to meet applicable health standards.
- 5.10. Licensed staff members are encouraged to first address worksite environment concerns, such as those involving air quality, lighting, temperature, noise, and other health and safety conditions, through appropriate discussions with their supervisor. If the concern cannot be resolved at the building level, it may be elevated to Contract Maintenance for further discussion and collaborative problem-solving between representatives of the District and Association.

H.G. DISRUPTIVE OR THREATENING STUDENT BEHAVIOR/INFORMING <u>EMPLOYEE</u>LICENSED <u>STAFF MEMBERS</u>

- 1. <u>Licensed staff Members members in the each building will have opportunities to provide</u> input into the <u>development and refinement of the school-wide behavior support system.</u> As part of the school-wide behavior supportthis system, data must be maintained at the building level (e.g., regarding room clears associated with<u>due to physical aggression and</u> or threats of harm). Additionally, The District will prioritize training and support associated with school-wide and individual student behavioral support data will be prioritized for general education and specialized staff. Recommended to deescalation techniques, trauma-informed practices, restorative practices, functional behavioral assessments (FBAs), and positive behavioral interventions and supports (PBIS).
- When a student's behavior presents disruptions that the classroom teacher is unable to address independently or physical harm that could lead to serious bodily injury, the District will promptly assess the need for additional supports, within budgetary constraints. Supports may include:
 - a. <u>Increased behavioral support within the current placement.</u>

- b. <u>Conducting or updating FBAs and revising Behavior Intervention Plans (BIPs).</u>
- c. <u>Providing additional training and consultation for staff in the classroom.</u>
- d. Allocating mental health, behavioral, or crisis-response resources to the setting.
- e. Providing resources and supplies to facilitate proper implementation of the student's BIP.
- 2.3. 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 maintain procedures for temporarily addressing disruptions that the classroom teacher is unable to address independently or physical harm that could lead to serious bodily injury, in alignment with IDEA and state regulations. Behaviors that may warrant intervention include but are not limited to threats of violence, biasbased incidents, or physical harm that could lead to serious bodily injury. These procedures will ensure:
 - a. Access to a supervised, supportive location for de-escalation when needed.
 - b. Continued provision of educational services in the classroom setting.
 - c. <u>Staff reporting to the building administrator as soon as practicable to initiate a</u> behavior safety assessment protocol.
- 4. When a student is removed from the classroom due to disruptions that the classroom teacher is unable to address independently or physical harm that could lead to serious bodily injury, a Behavior Support Team will convene within three (3) school days to develop a re-entry plan, unless the classroom teacher agrees the student may return

sooner. The team will include, at minimum, the classroom teacher, a building administrator, and, if applicable, the student's case manager for students with an Individualized Education Program (IEP). The re-entry plan will include:

- a. A summary of the incident and its impact on the learning environment.
- b. Documentation of the preventative and restorative actions utilized by the teacher, in the classroom setting.
- c. Clear behavior goals and expectations moving forward.
- d. Identification of supports and services (e.g., counseling, check-ins, accommodations, updated BIPs) to facilitate successful re-entry.
- e. A plan for monitoring progress and scheduling follow-up meetings.
- 5. The Behavior Support Team will make decisions collaboratively, considering the input and professional judgment of the classroom teacher. Decisions will align with IDEA, prioritizing FAPE and LRE, and will avoid unilateral removal of students from their educational setting.
- 6. Within two (2) weeks of a student's re-entry, the Behavior Support Team will reconvene to evaluate the effectiveness of the re-entry plan. If members of the team report that the plan is unsuccessful, a follow-up meeting will occur within three (3) school days to adjust the plan as needed.
- 5.7. In cases where a staff member is harassed, seriously threatened, or physically harmed by a student, the staff member should report to the administrator as soon as possible to initiate a behavioral safety protocol. The District will complete a team-based threat/risk/behavioral safety-assessment within three (3) school days and share written results, including the seriousness of the threat and actions taken, with impacted staff within two (2) school days of completion. If the behavior is deemed serious harassment, threat, or physical harm that could lead to serious bodily injury, the District may temporarily adjust the student's placement while ensuring FAPE and LRE.
- 6-8. 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.

- 7.9. In accordance with ORS 339.327, the District will provide notification to teachers if they appear on a threatening list or when threats of violence or harm are made. 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 employeelicensed staff member and when threats of violence or harm are made by a student or others.
- 8.10. If the licensed staff member completes a written behavioral referral, the licensed staff member will receive feedback about whether disciplinary action is taken or not. Communication from the site- based administrator (or designee) to teachers will take place as follows:
 - a. When a major referral is submitted and disciplinary action is taken by the site-based administrator, suspension or otherwise, the site-based administrator (or designee) will communicate decisions/actions to the teacher 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.

!.H. BEHAVIOR SUPPORT SYSTEMS

- Each building will have-implement a school-wide behavior support system in place developed with input from a school-wide behavior support team and shared with all staff. The system will be created by the school-wide behavior support team and shared out to all staff. The system will include:
 - <u>a.</u> <u>Procedures</u> for processing referrals <u>and communicating outcomes to</u> teachers.
 - b. Training for staff on PBIS, de-escalation, trauma-informed practices, and other relevant strategies.
 - c. Data collection and analysis to inform behavior support strategies.
- 1.2. A behavior support planning process will be initiated when:
 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 behavior support planning process:

- A teacher submits a communication form, request for assistance, or equivalent. A communication form, request for assistance or equivalent are completed by the teacher, OR
- b. <u>Multiple referrals have been documented for a student. Considerable referrals have been written, OR</u>
- c. Ongoing extreme behaviors are present.
- 3. When one of these conditions is met, the building administrator will convene a Behavior Support Team meeting within five (5) school days. The team will include a building or district-level behavior support specialist and may include the classroom teacher or another general education staff member. The team will develop or revise a function-based behavior support plan, ensuring alignment with IDEA, FAPE, and LRE.
- 4. The District will provide training for all staff assigned to implement IEPs, 504 Plans,
 BIPs, or medical support protocols. Training will include de-escalation, traumainformed practices, restorative practices, FBAs, and PBIS, tailored to the specific needs
 of the student and staff.
- 2. 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).

J.I. NONDISCRIMINATION

- 1. The district shall promote nondiscrimination and an environment free of harassment. Harassment includes, but is not limited to, any act that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or any other basis protected by law. Harassment includes disparate and unfair treatment and intimidation.
- 2. Sexual orientation means an individual's actual or perceived heterosexuality, homosexuality, bisexuality, or gender identity, regardless of whether the individual's gender identity, appearance, expression, or behavior differs from that traditionally associated with the individual's sex at birth.

K.J. INTELLECTUAL PROPERTY

- The parties recognize that employeelicensed 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 employeelicensed staff members in producing materials for the classroom or for benefit and use of the EmployerDistrict. The EmployerDistrict hereby agrees to waive and relinquish to the employeelicensed staff member any copyright or patent interests for works created by individual employeelicensed staff members using EmployerDistrict-provided equipment or created in the course of their employment. However, the employeelicensed 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.

LK. CURRICULUM AND INSTRUCTIONAL MATERIALS ADOPTION

The District will maintain inclusive curriculum adoption practices that comply with Oregon Administrative Rules (OAR 581-022-2355 and 581-022-2360) and Springfield School District policy. These processes include opportunities for input from educators, administrators, families, and community members, and ensure the adoption of instructional materials that meet state standards, support district goals, and reflect our values of equity and excellence.

- 1. The District will actively solicit interest from certified staff within relevant grade levels and content areas to participate in adoption teams. Participation will be open to those interested, with attention to ensuring diverse representation across buildings and programs. Educators serving on these teams will engage in professional learning and material review to inform recommendations.
- 2. Adoption teams will develop informed recommendations based on instructional quality, student needs, alignment with standards, and feedback gathered through the process. Final adoption decisions rest with the District and must adhere to statutory requirements, including approval by the Board of Directors.
- 3. The District will collaborate with the adoption team to assess training and implementation needs. Training occurring outside of regular contract time will be compensated in accordance with the collective bargaining agreement. The District retains authority over final timelines and implementation strategies to ensure consistency, equity, and compliance with required timelines.
- 3.4. The District will continue its efforts to ensure that all comprehensive high schools have equitable access to advanced coursework in each content area, contingent upon student need and available staff with appropriate licensure.

XIX. VACANCIES AND TRANSFERS

A. VACANCIES

- 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 interviewinterviewed.
- 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 <a href="https://hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirring.ncbe/hirrin

B. REQUEST FOR TRANSFER

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

- 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, before the decision is made. 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.

- 4.3. A licensed staff member 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.
- 2.4. An involuntary transfer shall not be effected or announced until the licensed staff member has been notified by Human Resources in writing. A conference shall be held with the receiving administrator as soon as possible, once the licensed staff member has been notified in writing of the transfer.
- 3.5. 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.

- 4. The licensed staff member being involuntarily transferred or given an assignment change to another building during the school year will be provided a minimum of three (3) duty free working days to prepare for the new assignment unless the circumstances involving a change of assignment do not allow for three (3) duty free days. In that case, the licensed staff member will receive two (2) days' pay at their daily rate.
- 5. A licensed staff member notified of involuntary transfer for the succeeding school year will be provided three (3) extended contract days to prepare for the new assignment.
- 4.6. If it is necessary for an employee to return to school for additional licensure to properly qualify under ORS 342.125 ORS 342.135 for the new position to which the employee is involuntarily transferred, the District will pay the full tuition or provide the necessary programs.
- 5.7. A licensed staff member who has been involuntarily transferred because a program or position has been eliminated due to budget cuts will be given first chance to return to the program or position once it is reinstated. In the event the program or position is reinstated after the start of the school year, the District can temporarily fill the position for that year; however, the licensed staff member who had been involuntarily transferred will be given the opportunity to return to the program or position the following school year.
- 6.8. 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 inservice 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.

XXVI.—COMMITTEE WORK AND CONTRACT MAINTENANCE

- A. The District and Association agree to convene committees to assess and evaluate the following areas:
 - 1. Special Education Committee The Committee will create a workload matrix similar to those used by speech language pathologists (SLPs) to evaluate caseloads.
 - 2. Extended Contracts Committee to assess current processes and to revise as necessary through an MOA to determine the various days allotted as extended contract day.
 - 3. Athletics/Activities Committee to assess the current stipends as outlined in Appendix A of this Agreement and revise as necessary through an MOA.
 - 4. Growth and Evaluation Committee to review and revise the current Growth and Evaluation Handbook.
 - 5. Student Affinity Groups to assess the scope of work for licensed staff members who are serving in a role of advising student affinity groups and determine appropriate compensation for this work.
 - 6. Staff Affinity Groups to assess staff affinity groups and to develop a plan to create time/space for staff affinity groups to meet throughout the school year.
 - 7. Pay for Substitute Time to assess the need to develop an MOA regarding compensation for licensed staff members who are substituting for other teachers (Article IX.D.6).
 - 8. Definition of a Part-Time Employee.
- B. The District and Association agree to convene Contract Maintenance meetings to discuss the following areas:
 - 1. Kindergarten support.
 - 2. Attending school events for children of employees.
 - 3. Micro-credentials.
 - 4. Support for SpEd in GenEd classrooms.

APPENDIX A. EXTRACURRICULAR STIPENDS

Extracurricular Position*	0-2 Years	3-5 Years	6+ Years	
Basketball	8,389	8,808	9,647	
Football	0,303	0,000		
Baseball				
Softball	7,549	7,927	8,682	
Track	7,549			
Wrestling				
Athletic Director: Middle School	7,130	7,487	8,199	
Volleyball	6,711	7,047	7,717	
Soccer	E 072	6,165	6,753	
Swimming	5,872			
Cheer (per season - Fall and/or Winter)	5,201	5,461	5,981	
Cross Country	E 022	F 20F	5,788	
Weight Room Director	5,033	5,285		
Intramural Director	4 104	4,403	4,824	
Tennis	4,194			
Golf	3,355	3,523	3,858	
Differential Pay – Track**	1,510	1,586	1,736	
Differential Pay – Swimming**	1,175	1,233	1,351	
Differential Pay – Cross Country**	1,007	1,057	1,158	

^{*} 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	7,130	7,487	8,199
Auditorium Manager	High		5,461	5,981
Dance Director	High	F 204		
Major Musical	High	5,201		
Vocal Director	High			
Drama Director Major	High		4,756	5,209
Drama Director (annual)	High			
Mariachi Director	High	4,529		
Newspaper	High			
Yearbook	High			
Robotics	High		4,052	4,437
DECA Advisor	High			
FBLA Advisor	High	3,858		
HOSA Advisor	High			
SkillsUSA Advisor	High			
ASB Advisor	High	2.400	3,347	3,665
Sources of Strength Club Advisor	High	3,188		
FFA Advisor	High	2,600	2,731	2,990
FSSO Advisor	High	2,000		
Musical	Middle	2,432	2,554	2,797
Drama (per play)	Middle	2,348	2,466	2,701
AOFL Advisor	High		2,025	2,219
Band Director	Middle			
Orchestra	High/Middle			
Safety Patrol	All Levels	1.020		
Student Council	Middle	1,929		
Student Store	Middle			
Vocal Director	Middle			
WEB Leader	Middle			
Art	High		1,321	1,447
Class Advisor Grades 11-12	High	1,258		
Orchestra	Elementary			
Vocal Director	Elementary			
Class Advisor Grades 9-10	High		704	772
Club Advisor	High	674		
Art	Middle	671		
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.