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SEA Counterproposal 6/11/25

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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. 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.

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District Counterproposal
Article XIX – Vacancies and Transfers
Presented on June 11, 2025

6/11/25

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, **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.~~

~~1.~~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 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.

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SEA agrees to delete this article and move language about contract maintenance into Article 2.

~~**XVI.. 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.~~