SEA Counterproposal 5/21/25

Current language - no changes.

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, 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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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 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. Additional items can be added to the agenda the day of the meeting with mutual agreement. Contract Maintenance meetings can only be cancelled or rescheduled with mutual agreement.**

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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 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 **at the beginning of step two** 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. **If a grievance occurs during the school year,** a grievant will, within fifteen (15) days of their first knowledge of the facts upon which the grievance is based, discuss it with their principal or immediate supervisor with the objective of resolving the matter informally. **If a grievance occurs during the summer, this discussion must occur within fifteen (15) days once the school year begins.**

b. If the grievant is not satisfied with the informal disposition of their grievance, they ~~may file a written grievance with~~ **will email** their principal **or immediate supervisor** within ten (10) days of the informal meeting **stating that they wish to start the official grievance process**. The principal **or immediate supervisor** will make a written decision within five (5) days and attach it to the original written grievance **email**. During the five-day (5-day) period, the principal or supervisor may convene an additional informal conference by giving 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, **using the District's grievance form,** 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. **The grievant and/or their representative will have the right to speak in person with the superintendent along with submission of the written rebuttal if it is requested. If the in person option is requested it must occur within ten (10) days of the representative's recommended decision.** 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, whose 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 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.

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

2. **A maximum of twenty percent (20%) of licensed staff members in any building, but at least two (2) licensed staff members per building, may use unpaid personal leave on days** ~~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, **as long as the licensed staff member has provided at least five (5) days' notice.**, ~~for employee-initiated absences will be allowed under the following conditions.~~ **All other work days will not have a limit on maximum staff members that can be out for unpaid leaves, as long as the licensed staff member has provided at least five (5) days' notice.**

   ~~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~~
~~90 to 99 licensed staff ------ ten (10) employees~~

~~E.~~**B. UNPAID PERSONAL LEAVE (LONG-TERM)** ~~PROFESSIONAL LEAVE~~

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~~ **growth and support goals** 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 experience for step movement on the salary schedule.

~~B.~~**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 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.

~~C.~~**D.** MILITARY LEAVE

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

~~D.~~**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. The 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.

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

Moved to Section B instead.

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.

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 of a notice of intent to return. This includes an electronic reminder sent on or before March 1st to the licensed staff members.** 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 Resource 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 Resource 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. 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 leave has been approved, in writing, prior to the date the leave was scheduled to terminate.

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.

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.

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.

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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 Health 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 the 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~~ **four** hundred-sixty-five dollars (~~$1,265~~**$1465**) per month ~~and~~, for ~~2023-2024~~ **2026-2027** the District's contribution will be one thousand ~~two~~ **five** hundred ~~ninety~~ **sixty-five** dollars ~~($1,290~~**$1565**) per month**, for 2027-2028 the District contribution will be one thousand six hundred sixty-five dollars ($1665).**

2. District contribution for insurance premiums for part-time employees will be 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~~

Agree to delete this section.

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.

D. INSURANCE ACCESS BEYOND RETIREMENT

Licensed staff member who retire on full PERS benefits from Springfield Schools may purchase medical, dental, and vision insurance at District rates for themselves and their spouses. Insurance coverage purchased under this provision will have the same plan design and carriers each year as insurance for active employees. Payment for insurance coverage must be made in accord with District procedures and time lines. Failure to comply with District procedures and time lines for insurance payments may result in loss of the right to purchase insurance coverage. The right to purchase coverage expires for the employee and spouse at age 65 or Medicare eligibility, whichever occurs earliest. .

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XIX. VACANCIES AND TRANSFERS

A. VACANCIES

1. A vacancy is defined as a situation where a position previously held by 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 TRANSFERS

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.

~~1.~~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.~~

~~2.~~**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.

~~3.~~**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.**

~~4.~~**5.** The licensed staff member being involuntarily transferred or given an assignment change to another building during the school year **once the contract year has begun** will be provided a minimum of three (3) duty-free working days to prepare for the new assignment unless the circumstances involving a change of assignment do not allow for three (3) duty-free days. In that case, the licensed staff member will receive ~~two (2)~~ **three (3)** days' pay at their daily rate.

~~5.~~**6.** A licensed staff member notified of involuntary transfer **prior to the beginning of the school year** ~~for the succeeding school year~~ will be provided three (3) extended contract days to prepare for the new assignment**, unless the circumstances involving a change of assignment do not allow for three (3) extended contract days. In that case, the licensed staff member will receive three (3) days' pay at their daily rate in lieu of extended contract days.**

~~6.~~**7.** If it is necessary for an employee to return to school for additional licensure to properly qualify under **ORS 342.125** ~~ORS 342.135~~ for the new position to which the employee is involuntarily transferred, the District will pay the full tuition or provide the necessary programs.

~~7.~~**8.** A licensed staff member who has been involuntarily transferred because a program or position has been eliminated due to budget cuts will be given first chance to return to the program or position once it is reinstated. In the event the program or position is reinstated after the start of the school year, the District can temporarily fill the position for that year; however, the licensed staff member who had been involuntarily transferred will be given the opportunity to return to the program or position the following school year.

~~8.~~**9.** Any licensed staff member who has been involuntarily transferred and who applies for a voluntary transfer the following year will be granted an interview for any requested positions that meet their endorsement.

D. CLASSROOM MOVES

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

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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XIX. VACANCIES AND TRANSFERS

A. VACANCIES

1. A vacancy is defined as a situation where a position previously held by 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 TRANSFERS

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.

~~1.~~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.~~

~~2.~~**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.~~

~~3.~~**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.**

~~4.~~**5.** The licensed staff member being involuntarily transferred or given an assignment change to another building during the school year **once the contract year has begun** will be provided a minimum of three (3) duty-free working days to prepare for the new assignment unless the circumstances involving a change of assignment do not allow for three (3) duty-free days. In that case, the licensed staff member will receive ~~two (2)~~ **three (3)** days' pay at their daily rate.

~~5.~~**6.** A licensed staff member notified of involuntary transfer **from one building to another building** ~~for the succeeding school year~~ will be provided 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 contact days, the licensed staff member will receive three (3) days' pay at their daily rate.**

~~6.~~**7.** If it is necessary for an employee to return to school for additional licensure to properly qualify under **ORS 342.125** ~~ORS 342.135~~ for the new position to which the employee is involuntarily transferred, the District will pay the full tuition or provide the necessary programs.

~~7.~~**8.** A licensed staff member who has been involuntarily transferred because a program or position has been eliminated due to budget cuts will be given first chance to return to the program or position once it is reinstated. In the event the program or position is reinstated after the start of the school year, the District can temporarily fill the position for that year; however, the licensed staff member who had been involuntarily transferred will be given the opportunity to return to the program or position the following school year.

~~8.~~**9.** Any licensed staff member who has been involuntarily transferred and who applies for a voluntary transfer the following year will be granted an interview for any requested positions that meet their endorsement.

D. CLASSROOM MOVES

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

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.