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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 on the form provided by the District**, located on the District website,** and will include the following:

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

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

c. The specific relief requested.

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

e. The signature of the grievant.

6. In accordance with ORS 342.895 (5), no grievance or complaint to the School Board shall be filed by any licensed staff member while any program of assistance for

improvement is in progress. Options for the licensed staff member after conclusion of the program of assistance for improvement are as stated in ORS 342.895 (5).

E. THE PROCEDURE

1. Level One: Supervisor

a. A grievant will, within fifteen (15) days of their first knowledge of the facts upon which the grievance is based, **make known their intent to initiate the official grievance process and** discuss it with their principal or immediate supervisor with the objective of resolving the matter informally.

b. If the grievant is not satisfied with the informal disposition of their grievance, they may file a written grievance**, using the District's grievance form,** with their principal **or immediate supervisor** within ten (10) days of the informal meeting. The principal **or immediate supervisor** will make a written decision within five (5) days and attach it to the original written grievance. During the five-day (5-day) period, the principal or **immediate** 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. 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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XIV. EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

A. PAY FOR ~~COACHING~~ **EXTRACURRICULAR ACTIVITIES**

Pay for ~~coaching District athletics~~ **extracurricular activities** will be in accord**ance** with APPENDIX A of this Agreement. The pay for each position listed in APPENDIX A **will include the base pay and a five percent (5%) longevity pay increase after having completed a minimum of three (3) years of directly related experience in or out of the District. Licensed staff members who have completed a minimum of six (6) years of directly related experience in or out of the District will receive fifteen percent (15%) longevity pay.** ~~will be calculated on a base activities salary of point one eight six (.186) of Step 01 on the Salary Schedule. That product is multiplied by the percentage specified for each position in APPENDIX A.~~

~~Coaches who are SEA~~ **Licensed staff** members may choose the option of splitting their ~~salary~~ **position** with another ~~coach~~ **licensed staff member**. This is only an option for ~~SEA member coaches~~ **licensed staff members** and can only occur if initiated by the **licensed staff** member ~~coaches~~, not the Athletic Director, nor the District, nor the building administration.

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

Pay for supervising ~~student~~ **co-curricular** activities will be in accord**ance** with APPENDIX ~~A~~**B** of this Agreement. The pay for each position listed in APPENDIX ~~A~~**B will include the base pay and a five percent (5%) longevity pay increase after having completed a minimum of three (3) years of directly related experience in or out of the District. Licensed staff members who have completed a minimum of six (6) years of directly related experience in or out of the District will receive fifteen percent (15%) longevity pay.** ~~will be calculated on a base activities salary of point one eight six (.186) of Step 01 on the Salary Schedule. That product is multiplied by the percentage specified for each position on APPENDIX A.~~

~~C. COACHING LONGEVITY PAY~~

~~Licensed staff members will be provided compensation above the pay rates as prescribed in APPENDIX A previous experience in or out of the District in the same responsibility according to the following schedule:~~

~~Previous Years of Experience:~~	~~Increase athletic/activity pay by:~~
~~Zero to two (0-2) years 0 percent (0%)~~	~~0 percent (0%)~~
~~Three to Five (3-5) years 5 percent (5%)~~	~~5 percent (5%)~~
~~Six (6) years or more~~	~~15 percent (15%)~~

C. ADDITION OF EXTRACURRICULAR POSITIONS

1. Upon approval by the District Athletic Director to establish any activity as a District-approved sport or extracurricular activity, a committee shall be convened. This committee shall consist of equal representation from both the District and the Association. After the decision has been made by the

District Athletic Director to establish a new extracurricular position, it will be submitted to this committee for review. The committee shall evaluate the position and make a recommendation regarding placement on Appendix A.

2. Following the committee's recommendation, the District and the Association shall meet through the Contract Maintenance process to determine the final placement and details of the stipend within Appendix A through a Memorandum of Agreement (MOA).

D. ADDITION OF CO-CURRICULAR POSITIONS

1. Upon approval by the appropriate level Director of Instruction to designate an activity as a District-approved co-curricular activity, a committee shall be convened. This committee shall consist of equal representation from both the District and the Association. After the decision has been made by the level Director of Instruction to establish a new co-curricular position, it will be submitted to this committee for review. The committee shall evaluate the position and make a recommendation regarding placement on Appendix B.

2. Following the committee's recommendation, the District and the Association shall meet through the Contract Maintenance process to determine the final placement and details of the stipend within Appendix B through a Memorandum of Agreement (MOA).

~~D. ASSIGNED SUMMER ACTIVITIES~~

~~All District-assigned summer activities will be paid at the same rate as non-professional duty pay (Article XVI.F).~~

~~E. INACTIVE EXTRACURRICULAR ACTIVITIES~~

~~1. If the District decides to reactivate elementary or middle school voluntary athletic assignments listed as inactive in APPENDIX A – ATHLETICS/ACTIVITIES employees will be paid seventeen dollars ($17.00) per hour.~~

~~2. If the District decides to reactivate elementary or middle school voluntary activity assignments listed as inactive in APPENDIX A – ATHLETICS/ACTIVITIES employees will be paid thirteen dollars ($13.00) per hour.~~

(This is moved from Article 15 Supplemental Pay)

~~H.~~F. EXTENDED SEASON PAY FOR ATHLETICS

1. Definition. "Extended season" means athletic competition that occurs after the Round of Thirty-Two (32) for all team sports and after district and/or regional competition is complete for all other sports.

2. ~~The District will determine the employees to be assigned to attend athletic competition during the extended season including coaches or support group advisors, e.g., band and rally advisors.~~ Staffing for athletic competitions during the extended season, including coaches and support group advisors (e.g. band and rally advisors), shall be determined by the District. The head coach or activity director

and the supervising athletic director may provide written recommendations regarding the staffing needed to appropriately supervise and coach or direct the team.

3. Coaches and Athletic Directors assigned to attend extended season competition will be compensated for each day on which they are required to supervise practice or competition. Coaches' and/or Athletic Directors' daily rate of compensation for each day of assigned practice or competition supervision will be calculated by dividing the annual coaching stipend by the number of days in the season as determined by the District.

4. Support group advisors will be compensated on the day the group is required to perform in support of a qualifying OSAA athletic team. Although supervisory responsibilities may extend overnight, salary compensation only includes the athletic contest time as well as preparation for travel and travel to and from the event, provided that compensation will only be for time spent on these activities outside the regular workday. Support group advisors' compensation will be prorated on an hourly basis according to the advisors' teaching salary.