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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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V. ASSOCIATION RIGHTS

A. ROOMS: The Association may use school rooms and other meeting rooms for Association business meetings at no cost to the Association provided there is no additional cost to the District.

B. BULLETIN BOARDS: The Association may post Association materials on bulletin boards located in faculty rooms and workrooms. All materials must comply with State law and District policy with respect to campaign and election information.

C. DISTRICT MAIL AND MAILBOXES: The Association may use interschool mail and employee mailboxes for communications. The Association shall hold the District harmless against claims by the U.S. Postal Service, any state or federal agency or any individual or group of individuals regarding the Association's use of the District's mail service.

D. DISTRICT'S FINANCIAL INFORMATION: The Association will have the right to all available factual information concerning the financial resources of the District.

E. USE OF SCHOOL EQUIPMENT: The Association will have the right to use school office equipment for Association business when such equipment is not otherwise in use, provided that the equipment is not assigned to an individual. The Association will pay for the reasonable costs of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. **The Association shall have the right to use the electronic mail systems or other similar communication systems of the District to communicate with licensed staff members regarding collective bargaining, the investigation of grievances or other disputes relating to employment relations, and matters involving the governance or business of the Association.**

F. FACULTY MEETINGS: Upon request and with prior notification of the building administrator, the Association will be allowed to speak briefly at **the beginning or end of** any regularly scheduled faculty meeting**. Whether it is at the beginning or the end of the meeting is subject to the approval of the principal or immediate supervisor**. The Association will have the opportunity to suggest items for the agenda.

G. COMMUNICATION: The District and Association will work in a collaborative effort in order for the Association to have the same information the District uses. The goal is for both the District and the Association to have common understandings in the following areas:

1. Review the licensed staffing process for each site, which would include any conversions of full-time equivalence (FTE) for any Association **member**.

2. Yearly, in October, review the official District count on instructional hours for each school.

3. Each semester (for schools on a semester schedule) and trimester (for schools on a trimester schedule) review class size data for each school utilizing student data systems.

4. **The District shall communicate decisions to non-renewal or non-extend licensed staff members no later than five (5) days prior to the Board meeting at which the non-renewal or non-extension will be presented for approval.**

The District will provide to the Association president a copy of the proposed school calendar at least two (2) weeks prior to the Board's consideration of the proposed calendar and will provide the Association with an opportunity for input during the Board's deliberations.

H. NEW TEACHER ORIENTATION

The Association will have a minimum of four (4) consecutive hours at new teacher orientation when the orientation is at least two days in length. If the orientation is one day, then the Association will have at least two (2) hours. ~~If additional new teacher orientations are scheduled during the year the Association will have one-fourth (1/4th) of the training time, to be not less than thirty (30) minutes.~~ **Upon request, the District shall submit to the Association, via email, a list of new hires no later than August 15 of each year. The list will include name, position, school building, phone number, and email. Any changes that occur between August 15 and the new teacher orientation will be communicated no later than one (1) calendar day prior to the orientation.**

Before the first day of school, the District will provide the Association with a list of potential dates for new employee orientation sessions that occur after inservice week. Once a licensed staff member confirms their attendance, the District will notify the Association of the confirmed orientation date at least twenty-four (24) hours in advance. During the orientation, the Association shall have the right to meet with licensed staff members for a period of thirty (30) minutes. If the Association is unable to attend the scheduled orientation, or if the District does not hold an orientation within thirty (30) days of hire, the Association retains the right to meet with new licensed staff members within thirty (30) calendar days of their new hire date.

I. **At each school building, building administrators will work with building representatives from that building to schedule a monthly meeting to discuss labor relations. These meetings shall include an equal number of building administrators and building representatives unless both parties mutually agree to unequal representation. These meetings will not include any administrator or Association representative who do not work in that building without mutual agreement. Each monthly meeting can be canceled or rescheduled by either party as needed. No more than two (2) months will go by without a meeting unless both parties mutually agree.**

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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.**

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XVIII. ~~EMPLOYEE~~ LICENSED STAFF MEMBER RIGHTS

A. DISCIPLINE

1. 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 ~~employees~~ **licensed staff members** for violation of these rules and regulations. However, no ~~employee~~ **licensed staff members** will be disciplined without just cause and unless the generally accepted rights of due process are protected. ~~Employees~~ **Licensed staff members** accused of violating rules and regulations calling for disciplinary action shall have written notice of the charges. **Plans for Improvement and Growth and Support goals are** ~~plan of assistance is~~ not **considered** disciplinary action.

2. 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

A~~n employee~~ **licensed staff member** shall be granted representation during any meeting which might reasonably be expected to lead to disciplinary action, **non-renewals, or nonextensions.**. The Association will annually notify ~~employees~~ **licensed 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~~ **once** they are to be used for evaluation or discipline.

1. 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 ~~employees~~ **licensed staff members.**

3. ~~An employee~~ **A licensed staff member** 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 employee~~ **A licensed staff member** shall have the opportunity to submit a written response to material placed in ~~his/her~~ **their** personnel or working file and to have said response included in the file.

5. After three (3) years, ~~an employee~~ **a licensed staff member** 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.

2. Unsubstantiated or unfounded complaints shall not impact a licensed staff member's evaluation **or placed in the member's personnel or working file**. **Complaints must be fully processed to use as evidence in the 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~~ **A licensed staff member** shall have the right to attach the**ir** ~~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.

5. The ~~employee~~ **licensed staff member** has the right to Association representation at all levels of this procedure.

E. CRITICISM OF LICENSED STAFF MEMBERS

Any criticism by a supervisor, administrator, or Board member of a licensed staff member and ~~his/her~~ **their** 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. EVALUATION

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

1. The goal of evaluations for licensed staff **members** 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~~ **growth and support** goals and plans ~~of assistance~~ **for improvement** as stated in the **Growth and** Evaluation Handbook for both probationary and contract ~~employees~~ **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.

4. The process for placing members on plans for improvement or growth and support goals can be found in the Growth and Evaluation Handbook. Members have the right to representation during meetings about being placed on a plan for improvement or having growth or support goals, or for meetings about them.

G. **HEALTH/**SAFETY

1. The District shall provide a safe and healthful working environment for all ~~employees~~ **licensed staff members** so ~~employees~~ **that the licensed 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 ~~d~~**D**istrict in conjunction with the Risk Management team. ~~Unit~~ **Licensed staff** members will be informed immediately when they are potentially exposed to contagious diseases, illnesses, or environmental hazards. **Exposed licensed staff will receive a written notice that will include a description of the nature and circumstances of the exposure, anticipated potential health impacts, and steps taken or planned to take 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 **licensed** staff member(s) ~~or adult(s) who have been assigned with the responsibilities to implement~~ **assigned responsibilities for implementing** the health protocols. ~~Staff~~ **Licensed staff members** will not be responsible for implementing protocol**s** prior to

receiving training. **Every** reasonable effort will be made to exempt the classroom teacher from such ~~responsibility with the exception of an~~ **responsibilities, except in cases involving** imminent life-threatening ~~event~~ **situations**.

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 equip all classrooms and workspaces with ventilation systems that meet or exceed the standards set forth by the Oregon Occupational Safety and Health Administration (OSHA). The District will conduct regular inspections and maintenance of these ventilation systems to ensure their proper functioning and compliance with OSHA or other applicable agencies. The District will promptly address any identified deficiencies in the ventilation systems to maintain safe air quality for all occupants.

b) The District will maintain indoor temperatures in all classrooms and workspaces between 65°F and 75°F during occupied hours. The District will regularly monitor and adjust heating, ventilation, and air conditioning (HVAC) systems to ensure consistent adherence to the specified temperature range. The District will promptly address any reported temperature deviations outside the established range to restore optimal conditions.

c) The District will take requests or feedback regarding air quality or temperature concerns and, when feasible, will respond through adjustment, repair or operational guidance. The licensed staff member will be notified as to whether there will be an adjustment, repair, operational guidance or if why the request was not feasible.

6. Licensed staff members may bring forward potential health or safety concerns (e.g. air, water, noise) to the Safety Committee or their supervisor. Once concerns have been brought forward, either to the Safety Committee or through the licensed staff member's supervisor, the District will communicate with the affected licensed staff member(s) within a reasonable timeframe the status or disposition of the concern, including any available updates. The communication from the district will come through the licensed staff member(s) supervisor.

7. If environmental quality concerns are reported and the District commissions a related study, the results will be shared with the supervisor. The supervisor will then communicate relevant findings to affected licensed staff members within a week following receipt.

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 the 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.

9. The District will provide employee restrooms that are designated for staff use. The District will ensure that these restrooms are cleaned, sanitized, and stocked on a regular basis to meet or exceed applicable health standards and conduct periodic inspections to maintain the quality and cleanliness of these facilities.

10. The District will maintain optimal lighting. Window coverings should allow daylight without glare. If classrooms/workspaces do not have windows the district will switch out to energy-efficient full spectrum LED lighting that equips classrooms with lighting controls that adjust the color temperature to certain times of day or activities, thus mimicking daylight. If funding is not available to switch out

all classrooms/workspaces then the priority should be for the following: staff members with migraines, neurodivergence sensitivities or other health issues due to lighting, or staff members whose classes have students with migraines, neurodivergence sensitivities or other health issues due to lighting.

11. **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 discussions with their supervisor, or with the supervisor through their union building rep. 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. DISRUPTIVE OR THREATENING STUDENT BEHAVIOR/INFORMING ~~EMPLOYEES~~ **LICENSED STAFF MEMBERS**

1. **Licensed staff** ~~M~~**m**embers in ~~the~~ **each** building will have input into the **development and refinement of the** school-wide behavior support system. As part of ~~the school-wide behavior support~~ **this** system, data must be maintained at the building ~~level~~ (e.g., regarding room clears associated with physical aggression ~~and/~~or threats of harm). ~~Additionally,~~ **The District will provide** training and support ~~associated with school-wide and individual student behavioral support data will be prioritized~~ for general education and specialized staff. ~~Recommended t~~**T**raining and supports will include, but are not limited to, de-escalation **techniques**, trauma-informed practices, restorative practices, functional behavioral assessments **(FBAs)**, and positive behavioral **interventions and** supports **(PBIS)**.

2. **When a student's behavior presents disruptions that the classroom teacher is unable to address independently or physical harm that could lead to bodily injury, the District will promptly assess the need for additional support. Supports may include:**

a. **Increased behavioral support within the current placement.**

b. **Conducting or updating FBAs and revising Behavior Intervention Plans (BIPs).**

c. **Providing additional training and consultation for staff in the classroom.**

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.**

f. **Student schedule adjustments.**

~~2.~~ ~~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 the 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 bodily injury, in alignment with IDEA and state regulation. Behaviour or behaviors that may warrant intervention include but are not limited to: threats of violence; repeated use of offensive, disruptive or profane language; bias-based incidents; being under the influence of drugs and/or alcohol; physical aggression; physical violence; and actions that could harm other students and/or the teacher. 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, if appropriate.**

    c. **Staff reporting to the building administrator as soon as practicable to initiate a 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 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 re-entry plan will include:**

    a. **A summary of the incident and its impact on the learning environment.**

    b. **A summary of any prior measures 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 needs. The Behavior Support Team shall include at minimum: the student and/or representative of the student (i.e. parent, guardian, or community advocate), the affected staff member and/or their self-appointed advocate(s), a school administrator, and case manager or Special Education representative, if the student is on an IEP or 504. Self-appointed advocates may include a union representative, trusted staff member, etc.**

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.**

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.**

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8. **If the licensed staff member was injured by the student and has to miss work due to the injury, and in the event that this outage is not covered by existing state or federal programs, they will be given paid administrative leave until they are cleared for work by a medical professional. Any medical bills not covered by insurance, state or federal programs, will be paid in full by the District.**

9. **If the staff member is unable to return to the classroom due to safety concerns while the Behavior Support Team is making its risk assessment and/or re-entry plan, the staff member will be placed on paid administrative leave until the process is completed or temporary change of assignment if the safety concern is limited to a specific window of time.**

10. **All licensed staff members are expected to support the implementation of IEP and 504 plans. Licensed staff members, who in good faith, report suspected IDEA violations shall be protected from any disciplinary or legal ramifications of reporting the suspected IDEA violations.**

~~3.~~**11.** 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.

~~4.~~**12.** **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 within twenty-four (24) hours of discovery. The member shall be notified of the procedures/steps the district is implementing to protect the safety of the staff member while at their job. If the member is not feeling safe enough to be at their job during the investigation into the situation, the employee will be given emergency paid leave.** ~~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 employee and when threats of violence or harm are made by a student or others.~~

~~5.~~**13.** 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.

I. BEHAVIOR SUPPORT SYSTEMS

1. 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**:**

a. ~~p~~**P**rocedures for processing referrals~~;~~ **and** communicating **outcomes to** ~~with~~ teachers**.**

b. ~~after a referral, and t~~**T**raining~~s~~ for staff on Positive Behavior Support systems **(PBIS), de-escalation, trauma-informed practices,** and **other relevant** strategies.

c. Data collection and analysis to inform behavior support strategies.

2. ~~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 will be initiated when:**

   a. A **teacher submits a** communication form, request for assistance or equivalent**.** ~~are completed by the teacher, OR~~

   b. ~~Considerable~~ **Multiple** referrals have been **documented for a student.** ~~written, OR~~

   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 IEP's, 504 Plans, BIPs, or medical support protocols. Training will include de-escalation, trauma-informed practices, restorative practices, FBAs, and PBIS, tailored to the specific needs of the student and staff.

~~3. 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. 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~~ **their** 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. INTELLECTUAL PROPERTY

1. The parties recognize that ~~employees~~ **licensed 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 ~~employees~~ **licensed staff members** in producing materials for the classroom or for benefit and use of the ~~Employer~~ **District**. The ~~Employer~~ **District** hereby agrees to waive and relinquish to the ~~employee~~ **licensed staff member** any copyright or patent interests for works created by individual ~~employees~~ **licensed staff members** using ~~Employer~~ **District** provided equipment or created in the course of their employment. However, the ~~employee~~ **licensed 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.

L. 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. All relevant licensed staff members who are interested will be allowed to participate on an adoption team, 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. These adoption teams will start the process with access to all curriculum approved by the state and viewing the curriculum samples in person before eliminating any options to move onto the next step in the process.

2. Adoption teams will develop informed recommendations based on instructional quality, student needs, alignment with standards, and feedback gathered through the process. If the advisory team decides that there is no appropriate curriculum available, the team of licensed staff members can postpone adoption until the following school year by a majority vote. The final adoption decision rests 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.

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.

SEA Counterproposal 9/3/25

XXI. PROFESSIONAL DEVELOPMENT

A. CONFERENCE ~~AND CREDIT~~ FUND

The District will establish a ~~thirty-thousand-dollar ($30,000)~~ **thirty-thousand-dollars ($30,000)** fund to be administered jointly by the Association and District. ~~As of July 1, 2020, the District will increase the fund to forty-thousand-dollars ($40,000).~~ Licensed staff members may apply for reimbursement up to ~~fifteen-hundred dollars ($1,500)~~ **two thousand ($2000)** for professional development experiences including conferences**,** ~~and credit classes~~ **workshops, seminars, clinics, or other training**. The joint committee will be composed of three (3) members appointed by the District and three (3) appointed by the Association and will meet to review applications ~~twice per~~ **each** year.

1. Application for reimbursement must be pre-approved by the joint committee**.**

2. Applicant must show a connection between their chosen task and their current/future assignment, professional goals, building goals, district initiatives or student learning goals.

3. Applicant must submit and receive approval for professional development activities that they will facilitate at the building or district level.

4. Applicant may not have received reimbursement in the previous three (3) years, unless there are no other viable candidates.

5 If an employee uses personal ~~and/or professional~~ leave days for the conference, the District will match the number of days up to a maximum of three (3) days per person and a maximum of thirty (30) days overall of substitute time.

6. Applicant may only receive funding once per activity.

7. The activity the applicant is requesting money for must have occurred within one (1) years before or within the year after the application.

B. Tuition Reimbursement Fund

The District will establish a thirty-thousand-dollars ($30,000) fund to be administered jointly by the Association and District. The joint committee will be composed of three (3) members appointed by the District and three (3) appointed by the Association and will meet to review applications quarterly.

1. Application for reimbursement must be pre-approved by the joint committee prior to registering for the course(s).

2. Reimbursement shall be available for up to a maximum of six (6) quarter credits per school year.

3. **Reimbursement shall be provided upon submission of:**

a. Proof of successful course completion and

b. Itemized proof of tuition payment.

4. **Reimbursement shall cover tuition, fees and books.**

5. **Coursework must be directly related to the licensed staff member's professional responsibilities, applicable to their current/future assignment, professional goals, building goals, district initiatives, student learning goals, or in an approved program leading to an advanced degree or endorsement in an education-related field.**

6. **Licensed staff members must remain employed by the District for the duration of the course(s). No longer being an employee of SPS either by voluntary resignation or termination, prior to completion of the course(s) may result in forfeiture of eligibility.**

~~B.~~**C.** PROFESSIONAL DEVELOPMENT FOR LICENSED EMPLOYEES

The District will provide professional development support to each employee for the purpose of collaboration and professional development as follows:

1. Professional Development Hours

   a. Each year, the District will develop a work calendar that includes twelve (12) hours of teacher directed professional development, which will include an (8) hour block of time on the Statewide In-service Day in October. **The other (4) four hours will be on the first day back after winter break. It will be the first (4) four hours of the workday. If there is a need for an academic day to be added back on this date, the association and district will collaboratively discuss where to move this (4) hours of member directed PD time on the calendar.**

   b. Early release days as identified on the academic calendar will be District directed time.

~~3. Professional Development Days~~

~~In addition, each employee will have available each year two (2) paid release days for participation in professional development activities related to the employee's current or District-approved future teaching assignment or, as approved by the principal, to observe teacher(s) in the classroom or for a clinic related to a current extracurricular assignment. Release days may be denied if not requested at least five (5) days in advance.~~

~~a. To access these professional days, the employee must both:~~

~~(1) Show a connection between their chosen task and their professional goals, building goals, district initiatives or student learning goals (SLG), AND~~

~~(2) Articulate how they plan to share their learning upon return. Plans for sharing the learning must be impactful to others' practice, submitted at the time of the request and approved by the building administrator before the leave occurs. Share out ideas may include but are not limited to a written summary; discussion(s) with his/her teaching partner(s), grade- or subject-level team, PLC, leadership team, building, or peers in another school; or offering a professional development activity (Seminar or other) to staff in the District.~~

~~(3) As of July 1, 2020, if a teacher is enrolled in a three (3) day Research for Better Teaching (RBT) module while accessing their two (2) professional development days, they will be able to submit for a third professional development day for that module. All three (3) days shall be requested at the same time.~~

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

~~(1) Requests for leave must be made electronically and/or in writing on the "Employee Exception Time Report" forms and submitted to the building administrator.~~

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

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

~~4. 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~~

~~5.~~**2.** Gateways High School licensed staff will be provided one (1) monthly meeting at least forty-five (45) minutes in duration for collaboration.

~~6.~~**3.** Peer assistance shall be voluntary on the part of the person needing help and the licensed staff member(s) providing the peer assistance. See further information in Article XVIII.F.

~~C.~~**D.** IN-DISTRICT LICENSED STAFF MEMBER EXCHANGE

The District will establish a procedure by which licensed staff members may request an exchange of regular positions between buildings for one (1) year. If both licensed staff members requesting the exchange are assigned to teach classes organized on a semester basis, exchanges for one (1) semester or one (1) year may be requested. Exchanges will not be continued beyond one (1) year.

1. The District retains the final authority to determine whether to approve a requested exchange.

2. Each licensed staff member will return to the position held prior to exchange at the conclusion of the exchange period, unless the position has been eliminated.

3. In the event the position has been eliminated, the licensed staff member will be assigned to a substantially equivalent position, provided that licensed staff members who have exchanged positions will be subject to the reduction-in-force provisions of this Agreement and State law to the same extent as other licensed staff members.

4. This Article provides for in-District licensed staff member exchanges of up to one (1) year. If the licensed staff members involved would like the exchange to be permanent, both must apply for voluntary transfers in accord with Article XIX VACANCIES AND TRANSFERS and current administrative procedures for voluntary transfers.

~~D.~~**E.** NATIONAL CERTIFICATION

1 Recognition. Springfield Public Schools recognizes the following National Certifications:

a. National Board Certification (NBC)

b. Certificates of Clinical Competency (CCC)

c. National School Nurse Certification (NSNC)

d. National Association of School Psychologists (NASP)

e. National Athletic Trainers (NAT)

f. Board Certified Behavior Analysts (BCBA)

g. National Board for Certification in Occupational Therapy (NBCOT)

2. Stipend

a. Licensed staff members achieving national certification will receive a two-thousand **five hundred-dollar ($2,500)** ~~($2000)~~ stipend beginning the first year after the licensed staff member has achieved certification and will continue to receive the stipend for as long as the licensed staff member remains certified by their national certification board.

b. To receive the stipend, licensed staff members must submit their certification to the Human Resources Department by October 1.

3. Supports

a. Licensed staff members~~, including nurses, school psychologists, athletic trainers, occupational therapists, and physical therapists, participating in the program~~ **achieving national certification** may utilize video production equipment owned by the District if the equipment is available, following Board Policy KGF.

b. Licensed staff members working through a process of national certification will be granted two (2) ~~additional~~ professional development days to be used for activities related to the national certification process, including videotaping evaluation and revision, test-taking and preparation, and portfolio preparation. ~~Licensed staff members must use the two (2) professional days granted them by the District (Article XXI.B.3) before accessing the two (2) additional professional development days.~~

4. Gaining recognition

a. If a licensed staff member seeks a national certification not listed above, they may present specifics on the process to the Human Resources Director and the Bargaining Chair for review.

b. This committee will review the process in comparison to the processes of the certifications listed above. If it is similar in the time and expertise required, the certification will be added to the list.

c. If the committee denies the certification, they will provide a written statement of the reasons for their conclusion. The applicant may appeal the decision to the Superintendent and the SEA President, whose conclusion will be final.

~~E. CERTIFICATES OF CLINICAL COMPETENCY~~

~~Licensed staff members holding Certificates of Clinical Competency (speech therapy) will receive a stipend of two thousand dollars ($2000) per year for the time they hold the certificate. Employees will be required to verify annually that they hold the CCC by providing a copy of the certificate to the Human Resources Office.~~

~~F. NATIONAL SCHOOL NURSE CERTIFICATION~~

~~1. Licensed staff members holding a National School Nurse Certification (school nurses) will receive a stipend of two thousand dollars ($2,000) per year for the time they hold the certificate. Employees will~~

~~be required to verify annually that they hold the Certification by providing a copy of the certificate to the Human Resources Department. Hours used to acquire the National School Nurse Certification may not be used to move across on the salary schedule (Article XIII.L.5).~~

~~G.~~**F.** BILINGUAL AND BILITERATE TEACHING COMPENSATION

Licensed staff members teaching in a dual immersion teaching position who are certified as bilingual and biliterate will receive a stipend of two thousand **five hundred** dollars **($2,500)** ~~($2,000)~~ per year for the time they hold the teaching position and the certification.