

MEMORANDUM OF AGREEMENT BETWEEN  
SPRINGFIELD SCHOOL DISTRICT NO. 19 AND  
SPRINGFIELD EDUCATION ASSOCIATION

REDUCTION IN STAFF

The Springfield Education Association (“Association”) and Springfield School District (“District”) are parties to a Collective Bargaining Agreement (“Agreement”) with effective dates of July 1, 2025 through June 30, 2027.

The District and Association hereby enter into this Memorandum of Agreement (“MOA”), which amends Article XXII – Reduction in Staff as follows:

A. LAYOFF

The District will determine when reductions in staff are necessary and which program areas will be affected. ORS 342.934 will be observed when making reductions under this article.

1. When the District reduces its probationary and contract teaching staff positions resulting from lack of funds to continue its educational program at its anticipated level, or resulting from its elimination or adjustment of classes due to administrative decision, it will reduce its teaching staff in the manner set forth in this section— provided, however, it will have the discretion to discharge, remove or fail to renew the contract of its probationary licensed staff members pursuant to Oregon Revised Statutes.
2. Temporary licensed staff members are excluded from coverage by this article. The District will not be required to rehire or continue the employment of temporary licensed staff members beyond the term for which they were hired. If a temporary licensed staff member is rehired to a contracted position within twelve (12) months of the date of termination of a temporary contract, the licensed staff member will be rehired as:
  - a. A first-year probationary licensed staff member if the temporary contract was for less than one hundred thirty-five (135) consecutive workdays in one school year, or
  - b. A second-year probationary licensed staff member, if the temporary contract was for one hundred thirty-five (135) or more, consecutive workdays in one (1) school year.
3. Definitions:
  - a. “Seniority” is measured from the licensed staff member’s first day of actual service as a licensed staff member in the school district unbroken by termination.

- (1) Seniority will accumulate during approved leaves of absence.
- (2) Employees will accrue no seniority for any month in which they are on layoff in excess of fourteen (14) calendar days. Non-contract days, vacation periods (such as spring break) and paid holidays are not computed as part of the fourteen (14) days.
- (3) If recalled, the seniority accrued at the time the employee was laid off will be restored upon return to service.
- (4) The unpaid orientation in-service for new licensed staff members will not be counted as a day of service for the purpose of calculating seniority.
- (5) Summer months: Employees will accrue seniority during summer break months (the period between school years) if they are employed and not on layoff at the end of the employee work year before summer break and the beginning of the employee work year following summer break.
- (6) In the event the District adopts a year-round schedule for some or all schools, programs or classrooms, accrual of seniority during intersession periods will be the same as described herein for summer break months in a traditional school year.
- (7) When seniority of licensed staff members whose positions are to be reduced is calculated, subject areas for which the licensed staff member is properly endorsed will factor, so that seniority is based on time of service within the District. Staff members within the affected programs shall additionally be considered for retention or recall on the basis of cultural or linguistic expertise, as set forth in ORS 342.934.

Licensed staff members who are subject to layoff shall retain the right to return to a position within a licensed/endorsed area for which they are qualified and have previously been employed, whether in the District or in another accredited school district or educational setting.

- (8) When seniority of two (2) or more licensed staff members in the licensed/endorsed area is the same, the tie(s) will be broken by drawing lots.
- (9) Disputes about whether licensed staff members selected for layoff will be transferred to particular District positions or whether particular part-time jobs should be combined in order to retain full-time licensed staff members selected for layoff will be resolved through the Board Policy Grievance Procedures and the School Board's decision will be final and binding.

- (10) Any licensed staff member who is to be laid off as a result of the above procedures will be so notified in writing as soon as practical. The notice will include the reasons for the layoff and the licensed staff member's last contract day.
  - (11) In the event a layoff occurs as a result of a school closure, the procedures of this Article will be observed.
  - (12) In the event of a layoff of a part-time licensed staff member, the procedures of this Article will be followed. However, nothing in this Agreement will be construed to provide part-time licensed staff members with the rights to full-time employment nor is the District required to offer part-time positions to full-time licensed staff members.
- b. "Termination" means severance from employment such as absence without leave, resignation, dismissal or non-renewal, but does not include approved leave or layoff within the period the licensed staff member retains recall rights under this Article.
  - c. "Layoff" means:
    - (1) the elimination, or reduction to part-time, of a full-time position, or
    - (2) the reduction of a part-time position to less than point-five (.5) FTE.
    - (3) "Layoff" does not include the adjustment of part-time licensed staff members' FTE except as described in Article XXII.A.3.c(2).
4. If the administration intends to recommend to the Board action to reduce the staff for the reasons contained in subsection XXII.A.1, it will immediately notify the Association in writing of the affected programs.
  5. After the District has decided which programs or courses it intends to discontinue or classes it intends to eliminate or adjust, the District will determine the seniority, licensure/endorsement and District teaching experience of the licensed staff members assigned to the programs or classes affected.
  6. The licensed staff member with the least seniority in the programs or classes affected by the reduction in force shall be the licensed staff member subject to layoff. However, a less senior licensed staff member may be retained in their position if that licensed staff member has greater competence than a more senior licensed staff member in the area subject to reduction.
  7. Competence shall be defined as the demonstrated ability of a licensed staff member to successfully perform the essential duties of a specific subject or grade level assignment. In determining competence, the District shall consider the following factors:

- a. Recent teaching experience within the past five (5) years in the subject or grade level, or in a closely related assignment, whether in the District or in another accredited school district or educational setting;
- b. Educational attainments, relevant endorsements, and specialized training applicable to the assignment, which may include but are not limited to coursework, certifications, or documented professional development;
- c. Demonstrated knowledge, skills, and effectiveness relevant to the assignment, as evidenced by prior evaluations, service in similar roles, or other relevant experience, including experience gained in other school districts or educational settings;
- d. The licensed staff member's willingness to undergo additional training or pursue additional education, provided that such training can be completed within a reasonable period of time and the staff member meets the minimum qualifications for the position at the time of placement.

Competence shall not be established based solely on licensure or willingness to obtain training where the licensed staff member lacks sufficient background to effectively perform the assignment at the time of placement. In applying these factors, the District retains discretion to determine the relative weight of each factor based on the specific requirements of the assignment and the needs of the District.

#### 8. Specialized Competence

- a. Notwithstanding the above criteria, certain positions require specialized training, certification, or experience that cannot be reasonably acquired within the timelines associated with layoff or reassignment. As a result, the following positions shall not be subject to displacement through the layoff or transfer ("bumping") process:

##### (1) Specialized Training/Certification Positions:

- (a) School Nurse
- (b) School Psychologist
- (c) School Counselor
- (d) Licensed Clinical Social Worker (LCSW)
- (e) Speech Language Pathologist
- (f) Board Certified Behavior Analyst (BCBA)
- (g) Occupational Therapist (OT)

- (h) Physical Therapist (PT)
      - (i) Athletic Trainer
    - (2) Specialized Experience
      - (a) Dean of Students
      - (b) Behavior Interventionist
      - (c) Instructional Coach
      - (d) Teacher on Special Assignment (TOSA)
      - (e) Athletic Director
  - b. These positions shall not be filled through reassignment of licensed staff members who do not possess the requisite training, credentials, or recent relevant experience.
9. The licensed staff member(s) designated for layoff within the affected licensed/endorsed area(s) will be transferred to any District vacancies within the licensed/endorsed area.
10. If no vacancies in that licensed/endorsed area exist, the District will attempt to create a full-time vacancy in that licensed/endorsed area by combining part-time assignments provided that:
- a. The seniority of each part-time licensed staff member whose assignment is to be combined to create the full-time vacancy must be less than the seniority of the licensed staff member to be transferred, and
  - b. The District determines that combining the positions meets the curriculum needs of the District.
11. If no vacancy within the licensed/endorsed area exists or is created by combining positions, the licensed staff member(s) designated for layoff will be transferred to another licensed/endorsed area for which the licensed staff member is qualified and has been employed.
- a. "School years" are defined, for the purpose of this section only, as one hundred thirty-five (135) consecutive teaching days.
12. Licensed staff members transferred to another licensed/endorsed area under this Article may be assigned to:
- A. a vacant position, or
  - B. the position of the least senior licensed staff member in the new

licensed/endorsed area, provided that licensed staff member has less seniority than the licensed staff member being transferred, or

- C. a position created by combining part-time positions in accord with Section 7 of this Article.
13. If the licensed staff member(s) designated for layoff in affected licensed/endorsed areas is not placed under the procedures outlined above, the licensed staff member may be assigned to a “non- endorsement” course described in OAR 584-036-0015 (8), for which the licensed staff member is licensed/endorsed.
- A. Licensed staff members under consideration for transfer to a non- endorsement course may be assigned to:
    - (1) a vacant position, or
    - (2) the position of the least senior of all licensed staff members assigned to non- endorsement courses, provided the licensed staff member has less seniority than the licensed staff member being transferred, or
    - (3) a position created by combining part-time positions in accord with Section 7 of this Article.
  - b. “Non-endorsement” courses are defined as those courses not requiring specific endorsement and that may be taught on any valid Oregon teaching license permitting the holder to enter into an employment contract for the grade level.
  - c. The District may challenge a licensed staff member’s assignment to a non-endorsement course. Challenges will be resolved by a panel of equal numbers of Association-appointed licensed staff members and District- appointed representatives. Licensed staff members appearing before the panel must demonstrate:
    - (1) sufficient expertise to meet District instructional standards in the course subject matter, or
    - (2) the ability to obtain such expertise by the first day of assignment to the course.
  - d. The District may develop written criteria to provide guidelines for panel decisions.
14. Nurses
- a. Statutory provisions: Statutory provisions pertaining to licensed staff members and teaching duties will not apply to non-teaching duties of nurses. Any contracted teaching duties will be covered by appropriate statutes.
  - b. Reduction in Staff Article: Contracted teaching FTE will be covered by Article

XXII REDUCTION IN STAFF in its entirety. Non-contracted teaching duties of nurses will be covered by the article, except that such duties are not considered to be covered under probationary and contract licensed staff member statutes, under statutes dealing with contracts, under statutes dealing with renewal and non-renewal of contracts, and under Fair Dismissal laws.

- c. It is expressly understood that nurses who would be eligible for contract licensed staff member status under ORS 342.815 if contracted to teach will be treated as contract only for the purposes of this Reduction in Staff article.

#### B. RECALL

1. In October of each year of this Agreement, the parties will consult about the District's recalling licensed staff members to employment who were laid off based on the procedures in Section A.
2. The District will adopt procedures after consulting with the Association which will define the criteria for recall.
3. The laid-off licensed staff member will have the right of recall thereafter for twenty-seven (27) months after the last date of the licensed staff member's release by the District unless waived.
4. Waiver of recall rights may be expressed or implied, such as in a licensed staff member's failure to respond to recall within the time lines specified in the recall notice. A licensed staff member with full-time recall rights may voluntarily relinquish recall rights by accepting a part-time position with the District.

#### C. APPEAL

Except for disputes identified in this Article as reserved for resolution from the Board Policy Grievance Procedures, an appeal of the Board's decision on a licensed staff member's reduction in staff or recall under this section will be by the grievance procedure established by Article III with the following substitutions:

1. The appeal must be filed in writing with the Human Resources Office within fifteen (15) days of the licensed staff member's receipt of the notice of layoff required by subsection XXII.A.3.a(9) of this Article or of the licensed staff member's knowledge that they were not recalled to a vacancy required by the procedure adopted by the Board under subsection XXII.B.2 of this Article.
2. The first hearing on the appeal will be a Level Two hearing. A record of that hearing will be made and retained and a written decision based on facts presented at the hearing will be made.
3. If the Level Two decision is appealed, the arbitration will be under the rules of the Employment Relations Board. The results of the arbitration will be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction

decision or the recall decision made by the District only if the District:

- a. Exceeded its jurisdiction;
- b. Failed to follow the procedures applicable to the matter before it;
- c. Made a finding or order not supported by substantial evidence in the whole record made at Level Two; or
- d. Improperly construed the applicable law.

#### Terms and Precedent

This MOA is effective upon the signing by both parties. All other provisions of the Agreement not expressly modified by this MOA shall remain in full force and effect. Any dispute regarding an alleged violation, or the interpretation or application of this agreement shall be resolved pursuant to the grievance procedure in the Agreement between the two parties. This MOA shall not set precedent for any future actions.

Dated this -----15th day of May, 2026.

The image shows two handwritten signatures in black ink. The signature on the left is for the Association, and the signature on the right is for the District. Both signatures are written over horizontal lines that serve as baselines for the text below.

For the Association

For the District