

North Clackamas School Board Hearing

Wednesday, June 9, 2021 5:30 PM

Board Room/Zoom, 12400 SE Freeman Way, Milwaukie, OR 97222

FIRST GRIEVANCE HEARING

5:30 Call to Order - Review Ground Rules

5:35 Grievant's Counsel Presents Argument

5:45 District Counsel Presents Argument

5:55 Grievant's Counsel Presents

Rebuttal/Closing Statement

6:00 District Counsel Presents

Rebuttal/Closing Statement

6:05 Board Questions

6:20 Close Hearing on First Grievance - Board
Deliberations

EXECUTIVE SESSION - TENTATIVE

Convened under Oregon Laws ORS 192.660 (2) (h) .

NOTICE TO MEDIA: In accordance with ORS 192.660(3) media
representatives must be excluded when student matters are
discussed and all other matters discussed in Executive
Session must remain undisclosed.

6:30 Board Votes on First Grievance

SECOND GRIEVANCE HEARING

6:35 Open Hearing on Second Grievance

6:35 Grievant's Counsel Presents Argument

6:45 District Counsel Presents Argument

6:55 Grievant's Counsel Presents

Rebuttal/Closing Statement

7:00 District Counsel Presents

Rebuttal/Closing Statement

7:05 Board Questions

7:20 Close Hearing on Second Grievance -
Board Deliberations

EXECUTIVE SESSION - TENTATIVE

Convened under Oregon Laws ORS 192.660 (2) (h) .

NOTICE TO MEDIA: In accordance with ORS 192.660(3) media
representatives must be excluded when student matters are
discussed and all other matters discussed in Executive
Session must remain undisclosed.

7:30 Board Votes on Second Grievance

7:35 Adjourn

GRIEVANT'S DOCUMENTS

Please Note:

The Collective Bargaining Agreement provides that *“The historical documentation of the process will be submitted to the Board at least seven calendar days prior to the Level Three hearing.”* The following documents were received after the time established by the CBA.

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PREAMBLE

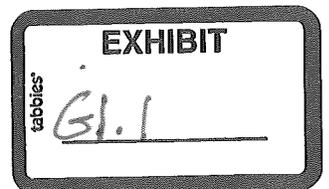
This agreement is entered into by the Board of Directors on behalf of North Clackamas School District 12, herein referred to as the district or the Board, and the North Clackamas Education Association (NCEA), herein referred to as the Association, which is affiliated with the Oregon Education Association (OEA) and the National Education Association (NEA). The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for employees included in the bargaining unit.

Both the Board and the Association are committed to providing a quality education for the children of North Clackamas School District. Since that objective is related to quality professional services and favorable working conditions, the Board and Association hereby enter into this agreement on July 1, 2018 for the 2018-2019, 2019-2020, and 2020-2021 school years.

ARTICLE 1 – STATUS OF AGREEMENT

1.1 Definitions

- A. The terms "teacher," "unit member," or "member" when used in this agreement shall refer to all employees represented by the Association in the bargaining unit as defined below in Section 1.2.A.
- B. The term "Board" shall refer to members of the Board of Directors.
- C. The term "district" shall refer to the Board and its designated agents, including the superintendent.
- D. The term "Association" shall mean its president and his/her cabinet of officers determined in an all-member election.
- E. "Part-time teachers" are those employed for less than 1.0 FTE and for purposes of contract renewal at least .5 FTE and no more than .99 FTE for any part of or all of a full school year.
- F. "Days" shall refer to work days unless otherwise stipulated.
- G. "Weeks" shall refer to calendar weeks unless otherwise stipulated.
- H. "School year" shall mean the period of time beginning with the first day teachers report to work and ending with the last day of work set by the school calendar adopted by the Board each year.
- I. "Contract teacher" means any teacher who has been regularly employed by a school district for a probationary period of three successive school years and who has been retained for the next succeeding school year as defined in ORS 342.805(3).



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- J. "Probationary" employee shall mean an employee who has not completed the three (3) year probationary period. An employee is probationary for his/her first three (3) years of employment with the District as defined in ORS 342.815.
- K. "Personnel Files" shall refer to all files dealing with employee performance at the district level when reduced to hard copy.
- L. "Supervisor/Building or Working Files" are those files dealing with employee performance at the building level when reduced to hard copy.
- M. "Substitute" shall mean anyone employed to take the place of a regular employee who is temporarily absent. An employee who works as a substitute for more than 60 consecutive days in the same assignment shall become a temporary employee.
- N. "Temporary" shall mean anyone employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after August 15 or the opening of school because of unanticipated enrollment or because of death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary employee.

1.2 Status of Agreement

- A. The Board, pursuant to ORS 243.650, recognizes the Association as the sole and exclusive bargaining representative for all full-time teachers, part-time teachers, temporary teachers, counselors, career and technical education (CTE) licensed teachers, media specialists, licensed specialists, social workers, and nurses under contract to the Board.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association in regard to this agreement.
- C. To the extent that this agreement is inconsistent with any policy, practice, committee decision or action by a committee under the jurisdiction of the Board, or other decision by a person or persons under the jurisdiction of the Board, the agreement shall control.
- D. If any provision of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall remain in force.
- E. It is understood that this agreement shall not be interpreted or applied so as to violate state law.
- F. Any individual contract or working condition agreement between the Board or district administrator and a unit member or group of unit members executed during the term of this agreement shall be subject to and consistent with the terms and conditions of this agreement.
- G. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce current individual salaries, employee benefits, or other provisions, under any existing policies or practices by or within the district in effect prior to the effective date of this agreement.

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- H. There shall be two signed copies of the final agreement for the purpose of records. One shall be retained by the district and one by the Association.
- I. The Board agrees to print copies of this agreement and distribute a copy to each unit member within 30 calendar days following the signing of the agreement. The distribution process shall be mutually agreed to by the Association and the district. The Association shall be provided with 150 copies for its use at the same time.
- J. The Association will participate with the superintendent/designee in making recommendations in regard to the adoption or revisions of Policies or Standard Practices relating to working conditions of unit members. Proposed Policies or Standard Practices related to unit members shall be subject to review by the Association no less than 14 calendar days prior to being presented to the Board.
- K. The Board agrees to make accessible to all employees the current district Policies and Standard Practices through the District's website.
- L. An annual written notice of salary placement will be provided to each unit member prior to the October payroll date.

1.3 Duration of Agreement

This agreement shall be in effect from July 1, 2018, through June 30, 2021, or until a successor agreement has been signed. Regardless of the above, no compensation or benefits shall be provided to unit members during the period of time they participate in a strike.

1.4 District Rights

It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and contractual activities of its employees, except as limited by this agreement and applicable state and federal law. Without limiting the generality of the foregoing, it is expressly recognized that the Board's operational and managerial responsibilities include:

- A. The right to determine location of the schools and other facilities of the district.
- B. The maintenance, control, and use of district property and facilities.
- C. The determination of safety, health, and property protection measures where legal responsibility of the Board or other governmental unit is involved.
- D. The determination of financial policies of the district, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- E. The selection of the management, supervisory, or administrative organization of each school or facility in the district and the selection of employees for promotion to supervisory, management, or administrative positions.
- F. The right to enforce the policies and standard practices now in effect and to establish new policies and standard practices from time to time, not in conflict with this agreement.

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ARTICLE 3 – NONDISCRIMINATION/AFFIRMATIVE ACTION

3.1 Nondiscrimination

The district shall not discriminate nor deny equal employment opportunity or treatment in the areas of recruiting, hiring, retention, transfer, promotion, training, compensation, benefits, layoff, and termination in all job classifications on the basis of race, color, religion, national origin, ethnic origin, gender, gender identity, age, marital status, sexual orientation, mental or physical disability, or perceived disability, physical requirements not constituting a bonafide occupational qualification, or membership or nonmembership in the Association.

3.2 Affirmative Action

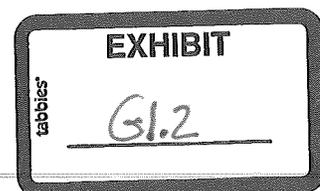
The district and Association will cooperate in the development of an affirmative action plan following State and Federal requirements.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Grievance Procedure Definitions

- A. "Grievant" shall mean either (1) a unit member or (2) a group of unit members or (3) the Association.
- B. "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or inequitable or unfair application of the terms of this agreement, Board Policy, or Standard Practice.

A grievance filed solely over Board Policy will begin at Level Two (District Level).
- C. "Party" shall mean the district and Association as well as their representatives or participants who have an interest in the grievance.
- D. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the grievant in the area of grievance as stated in Board Policy.
- E. "Hearing Officer" is any individual(s) who shall conduct the procedures and/or rule on an issue.
- F. "Days," when used in this Article, shall mean the grievant's working days, except where otherwise indicated.
- G. "Arbitrator" is the person making the decision that is final and binding on the grievant(s) and the Board as stated in Section 4.3, Level Four. One arbitrator shall be used in each case.
- H. "Interest-Based Strategies (IBS)" is a collaborative problem solving process.



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4.2 General Grievance Procedures

The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting unit members. These proceedings will be kept informal and confidential as appropriate at any level in the procedure.

- A. Each level should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level.
- B. The district recognizes the unit member's right to grievance representation by the Association.
- C. There shall be no restraint, interference, discrimination, or reprisal exerted on a unit member concerned with the resolution of grievances.
- D. Failure at any level by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- E. All documents, communications, and records during the processing of a grievance shall be filed separately from the district personnel files of the participants.
- F. Forms for processing grievances shall be prepared by the superintendent in cooperation with the Association and shall be printed and given appropriate distribution by the parties so as to facilitate operation of the procedure. A copy of the grievance form is attached as Appendix I.
- G. Every attempt shall be made to avoid interruption of classes as a result of implementing the Procedure. Should the investigation or processing of a grievance require that a unit member and/or the Association representative be released from their regular assignment, with permission from the administrator, the unit member and/or representative shall be released without loss of pay or benefits.
- H. Involvement of students in all phases of the Procedure will be avoided. However, names of students shall be made available when their testimony as witnesses to the event in question becomes essential in the grievance proceedings.
- I. Grievances above Level One will be processed after the regular working day unless an exception is mutually agreed to by the Association and the district.
- J. In the event a grievance is filed at such time that it cannot be processed through all the levels in the Procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party, the time limits set forth herein shall be reduced so that the Procedure shall be exhausted prior to the end of the school year or as soon thereafter as practicable.
- K. Grievants may be represented at all stages of the Procedure by themselves or may determine their own representatives, which at their option may be the Association. The

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Association shall have the right to be present and to state its view at all stages of the Procedure.

- L. All meetings and hearings under this Procedure shall be conducted in private, unless otherwise requested by the grievant. Parties and their designated representatives shall be present.
- M. Any levels may be waived with the mutual agreement in writing of both parties.
- N. Any individual(s) acting as Hearing Officer(s) shall not have previously been involved in the events leading to the grievance.
- O. Both parties shall have the opportunity to present arguments and evidence orally, as well as in writing, and to bring forward witnesses who have information relevant to the grievance.
- P. The determination of the grievance shall rest solely on the evidence adduced at the hearing, including testimony and cross examination from a witness unable to be present, as stipulated in paragraph O above.

4.3 Grievance Procedure Levels

Level One (Unit Level)

When the grievant becomes aware of a situation or issue with regards to the collective bargaining agreement, practice, administrative regulation, or Board policy, the grievant has 20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative.

The parties will have 20 working days to pursue an informal resolution. When resolution is achieved, the results will be preserved in writing. However, if the parties are unable to reach resolution, or if the grievant is not satisfied with resolution, the grievance will be referred to Level Two in writing by the grievant.

Level Two (District Level)

The district and the Association will assemble an interest-based strategies (IBS) team which will meet on a regularly scheduled basis each month to address Level Two grievances. The superintendent or his/her designee shall schedule the IBS team to meet with the grievant within 30 working days to resolve the grievance. The team is comprised of NCEA representatives and district administrators who have been trained in IBS. The timeline may be extended by written mutual agreement between the team and grievant. When resolution is achieved, the results will be preserved in writing. However, if the parties are unable to reach resolution, or if the grievant is not satisfied with the resolution, the grievance will be referred to Level Three in writing by the grievant within 20 working days.

Level Three (Board Level)

The appeal shall be in writing and copies delivered to Board members, superintendent, and persons officially involved. The grievant may request and shall be granted an open hearing. The hearing will be scheduled for a date when there is a quorum of the Board available to participate as hearing officers and when the grievant and the grievant's representative are available. Every

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attempt will be made to schedule the hearing within 20 working days of the filing of the appeal or for the next Board meeting. The historical documentation of the process will be submitted to the Board at least seven calendar days prior to the Level Three hearing. The Association representative(s) will present the matter at the Level Three hearing at which time the Board may ask questions of the parties involved.

Since the members of the Board are functioning as Hearing Officers, those participating in the hearing shall comply with the definitions in Sections 4.1 E and 4.2 N. Those unable to qualify shall withdraw themselves from the hearing and in no way shall participate in the decision rendered at this Level. The Board shall communicate to the grievant and all other parties officially present at the hearing its written decision and the facts that are the basis for that decision within 15 working days of the hearing.

Level Four (Arbitration)

- A. There may be differences of opinion as to the interpretation or application of this agreement. It is the desire of all parties to have such differences of opinion or application adjusted as quickly and efficiently as possible.

Binding arbitration shall be confined to the interpretation, meaning, or application of a specified term or provision of the collective bargaining agreement arrived at by the parties.

If the grievant claims that the areas for binding arbitration have been violated, the following areas of management's judgment are subject to binding arbitration:

1. The processing of complaint procedures against unit members;
2. The accuracy of the content in unit member evaluations;
3. The fairness in application of the district's printed criteria for and/or the district's printed standards regarding unit member evaluations; however, those criteria and standards in and of themselves are not subject to binding arbitration.

- B. If the grievant is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within 10 working days after the grievance was heard by the Board, the grievant may request in writing, within 10 working days, that the Association submit the grievance to arbitration. If the Association so determines, it may submit the grievance to arbitration within 15 working days after receipt of a request by the grievant. The district and/or Association shall (1) submit a written notice to the other party of its intention to arbitrate, which notice shall contain a statement setting forth the nature of the dispute and the remedy sought, and (2) file at any regional office of the American Arbitration Association (AAA) three copies of said notice, together with a copy of the agreement or such parts thereof as relate to the dispute, including the arbitration provisions.

- C. Selection of the arbitrator shall be from a list of arbitrators provided by the Employee Relations Board (ERB) and selection of an arbitrator shall be mutually agreed upon by the district and the Association. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of this agreement. The decision of the arbitrator shall be final and binding on

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the parties unless the arbitrator has exceeded jurisdiction or in some other way acted improperly. In such cases, either the Association or the Board may seek remedy through the courts.

- D. Costs for the arbitrator's services, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Association and the Board. Any other expenses (witnesses, travel, materials, etc.) shall be paid by the party incurring same.

ARTICLE 5 – CRITICISMS AND CONFLICT RESOLUTION

5.1 Criticism in Public

In order to protect the professional status and due process rights of unit members, all criticism by supervisors, administrators, parents, students, Board members or other staff members regarding a bargaining unit member shall be made in confidence and not in the presence of students, parents, staff or any public gathering unless immediate intervention is necessary for the safety and welfare of students. The Administration and the Board, in public meetings held under the auspices of the district, have the responsibility and obligation to protect unit members from verbal or other abuse by advising the speaker of appropriate procedures for making complaints against unit members.

In order to protect the professional status and due process rights of supervisors, administrators, and Board members, a unit member shall not intentionally use the teaching station as an arena to criticize supervisors, administrators, unit members, or Board members.

5.2 Conflict Resolution for Complaints

5.2.1 General Guidelines

- A. When a complaint is made regarding a bargaining unit member's performance of regular duties or extended responsibilities, which may lead to a disciplinary action or influence an evaluation, the complaint shall be called to the unit member's and the Association's attention within five (5) working days from the time the complaint was made known to the district. If the unit member is required to attend a meeting to be informed about the complaint, the unit member and the Association will be notified about the required meeting in accordance with Article 6, Section 6.2.1 Required Meetings. A copy of the complaint shall be provided to the unit member and the Association at such time as the meeting notice.
- B. The unit member shall have the right to have a representative of his or her choice at any meetings or conferences regarding such complaints and shall be so notified prior to the meeting. The District will also notify an Association officer prior to the meeting.
- C. Anonymous complaints, unless subject to legal obligation to report, shall not be processed. Anonymous complaints shall not be made the basis for any

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- D. Copies of any documents in the official district employment file in the Human Resources Department, shall be given to the unit member upon request or member's authorized representative upon written request. The Human Resources Department may charge the cost of reproduction of the copies requested. A similar request may be made for copies of documents contained in the supervisor's employment folder for documents which have previously been made known to the unit member. The Human Resources Department may charge the cost of reproduction of the copies from either request.
- E. Material will be removed from the official district employment file or from the supervisor's employment folder when a unit member's claim of inaccuracy is sustained by decisions rendered through the grievance process, the complaint procedure, an administrative investigation, or any other process mutually agreed upon by the unit member designee.
- F. All pertinent documentation used to substantiate formal disciplinary action of a unit member shall be considered a permanent part of the unit member's official district employment file in the Human Resources Department and shall not be removed from the file for any reason (ORS 342.850). The documentation used to substantiate formal discipline, including official letters of reprimand, will be placed in an electronic folder within the employee's official employment file. The folder will be accessible only by the superintendent, Human Resources administrator, and district legal counsel. A unit member shall have the right to attach a response and other relevant documents to any documentation included under this subsection.

ARTICLE 9 — REDUCTION IN FORCE

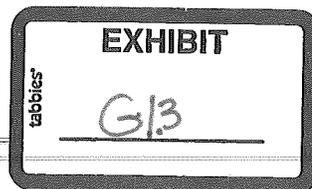
9.1 Layoff Reasons

Unit members may be laid off only when their positions are eliminated or reduced as a result of the following (See Section 28.1.K):

- A. Inadequate funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers.
- B. A substantial reduction in pupil enrollment within the district.
- C. The discontinuance of a particular type of teaching service, provided that such discontinuance is not for arbitrary or discriminatory reasons.

9.2 Layoff Procedure Instigation

- A. As soon as the district perceives a need to reduce force as described in Section 9.1, the district will inform the Association of the proposed layoffs and the reasons for the reduction(s). Within five (5) work days from the time the Association is informed of the proposed layoff(s), the Association may notify a Human Resources administrator in writing of its concerns with the proposed layoff(s). The Association and District Human Resources administrator will review all data about the need for layoff, plan for implementation and discuss the issues concerning the layoffs within 20 days prior to the



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layoff. Prior to this meeting, the district shall provide the Association with all requested documents.

- B. If the district is proposing teacher layoff, it will notify the Association at least 10 calendar days before intended Board action on the layoff, except in case of Section 9.1 A. Notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action.
- C. A unit member who is to be laid off or lose a position the following school year, except in case of Section 9.1 A, will be notified in writing by the second Board meeting in May of the current school year, unless the district can show cause to the Association for a delay of such notice until June 1.
- D. Twenty-four (24) hours prior to contacting the media about pending or actual layoffs, the parties will notify one another of the information to be released. If contacted directly by the media, the contacted party will notify the other to share information requested and given.

9.3 Layoff Rights

- A. A unit member who is notified that the position held will be eliminated shall have the right to displace the least senior member in the district whose work the unit member is licensed and qualified to perform.
- B. A unit member who displaces another unit member shall retain all benefits accrued in the previous position(s). Benefits do not include extended responsibilities.

9.4 Layoff Reduction to Part-time

A teacher's permanent full-time seniority status shall be retained if the teacher is reduced to part-time because of reduction in force. Any teacher who is being reduced to part-time shall receive notification as soon as possible, but no later than that specified in Section 9.2 C. The written notice shall include the number of hours of employment, the effective date of reduction, reasons for reduction, and conditions under which a return to full-time employment will occur.

9.5 Insurance while Laid Off

The district shall provide its contribution toward paid insurance benefits for a laid off employee for a period of three (3) months following the exhaustion of the employee's earned benefits. Subsequently, laid-off unit members may maintain membership in the group insurance programs at their own expense according to the provisions of each insurance carrier.

9.6 Seniority Computation

- A. For purposes of this Article, seniority will be computed from a unit member's first day of actual service in a licensed position in the district.
- B. Seniority shall continue to accumulate when unit members are on approved Board paid or unpaid leaves.

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- C. Seniority will not be broken by employment by the district in a position outside the bargaining unit. However, such time will not be counted in computing seniority except for time spent in other licensed positions.
- D. The following procedure shall be used to break ties, in the order indicated, when the years of service in the district as a licensed employee are equal:
1. The unit member possessing the most experience as a licensed employee shall retain the position.
 2. The unit member possessing a master's degree or equivalent placement on the salary schedule shall be retained over a unit member who is placed on a lesser column on the salary schedule.
 3. The unit member possessing the greatest number of hours beyond the degree shall retain the position.
 4. In the event a tie remains, the order of seniority will be determined by the drawing of lots by representatives from the Human Resources Department and observed and recorded by the NCEA. The employees shall be informed of the results of the tie breaker.
- E. All seniority is lost when a unit member resigns, retires, is dismissed or nonrenewed. Unit members who are laid off shall retain all seniority held as of the effective date of layoff for a period of 36 months, but shall not accrue seniority during the period of layoff.
- F. For purposes of this Article, the Association president(s) and the president-elect/first vice president and the second vice president shall not be laid off during their term(s) of office. Upon completion of their term(s) of office, the elected officer(s) will return to the formerly held position(s). In the event the formerly held position has been eliminated as a result of the layoff reasons listed in Section 9.1, the elected officer(s) will return to a similar position based upon certification, qualifications, and seniority.
- G. The Human Resources administrator will provide the Association with a list showing the seniority, based on licensure, of district unit members by November 1 of each year and will provide the list again by February 1 and April 1. A Human Resources administrator will at all times have a current seniority list in the Human Resources Department. The Association may request an updated list at any time and the district will provide it. The list will be available for inspection during regular working hours by unit members and the Association.

9.7 Recall Procedures

- A. When a unit member is laid off, the district will institute a recall procedure which, when implemented, will ensure that members will be recalled in the reverse order of layoff but only into positions for which they are licensed to hold at the time of the recall. Recall will be initiated immediately upon resolution of any financial crisis or enrollment change or the reason which may have precipitated the necessary layoff, or upon the commencement of any favorable factor calling for increase of staff.

Unit members who obtain additional license endorsements during the time of layoff must bring to Human Resources the amended new license by July 1 to be considered for

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adjusted recall for the upcoming school year. A copy of the new license will be made and retained in Human Resources for the purpose of insuring that the district has correct license information when a recall is initiated.

- B. In the event of recall, the district shall notify a unit member of recall by licensed letter, return receipt requested, at the last address given to the district by the unit member. A teacher shall have 10 calendar days from receipt of the letter to notify the district of intent to return and must be able to return within 14 calendar days of receipt of the letter, except as provided by Section 9.7 C.4.
- C. A unit member who is laid off will remain on the recall list for 36 months after the effective date of layoff unless the unit member:
 - 1. Waives recall rights in writing;
 - 2. Resigns or retires;
 - 3. Fails to accept recall to the position held immediately prior to layoff or to a substantially equivalent position; or
 - 4. Fails to report to work in the position accepted within 14 calendar days after receipt of the notice of recall unless such member is sick or injured, or temporarily employed elsewhere. If the unit member has secured temporary employment elsewhere, 45 calendar days from the date of receipt of the notice will be allowed before being required to report for work.
 - 5. If the employee has secured employment with another school district, the employee shall have 65 days to return to employment with North Clackamas School District. If the employing district and NCSD agree to a release/return date that is less than 65 days, the agreed to date will be honored.

If the unit member wishes to remain on the recall list for up to an additional 36 months, the unit member will notify the Human Resources administrator of that desire by certified letter, return receipt requested, every six months and will keep the Human Resources administrator informed of current address and phone number. Failure to do this will result in removal from the recall list.

- D. Failure to return within 14 calendar days or within 45 calendar days if the unit member is temporarily employed elsewhere, or 65 days if the employee has secured employment with another school district, will be considered resignation of the member. If a unit member has notified the district of intent to return, but this return is temporarily delayed because of illness, the unit member may remain on the recall list to the end of the time specified in Section 9.7 C so long as continuing disability is verified by the member's physician and/or physician of the district's choice.
- E. All benefits to which a unit member was entitled at the time of layoff, including unused accumulated sick leave will be restored to the unit member upon return to active employment, and the member will be placed on the proper step of the salary schedule for the current position according to experience and education. A unit member will not receive experience credit for time spent on layoff nor will such time count toward fulfillment of time requirements for acquiring permanent status.

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9.8 Layoff or Recall Appeal

Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:

- A. The Association shall have 10 days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
- B. The Association and the district shall then have 10 days to select an arbitrator. Failing to do so, the Association and the district shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.

The results of such appeal shall be final.

9.9 Districtwide School Closure

In the event the district must close all schools due to loss of revenue, sufficient funds shall be reserved to cover all unit member's medical/dental insurance premiums at the current district contribution level for the following three (3) months.

ARTICLE 10 – REDUCTION IN WORK HOURS

When the district proposes reducing the work hours of a unit member's position, the district will inform the Association of the reasons for the reduction, will stipulate the position description revision(s) and/or duties no longer to be performed, and will indicate the conditions under which the position will be returned to its previous hours. This includes extended contracts and extended responsibilities as well as regular contracts.

ARTICLE 11 – VACANCIES AND TRANSFERS

11.1 Vacancies

Vacancy Postings

Notice of openings in the district will be posted on the district website as soon as the position is declared to be open and at least five working days prior to the closing date of the posting. The electronic posting and e-mail notification to members satisfies the notification process.

11.2 In-District Applicants

- A. Current district employees are encouraged to apply for any position in which they are interested, licensed, and qualified. In-district applicants who are interested in openings must submit a full application in accordance with District requirements. They are not required to submit letters of recommendation; however in-district applicants may submit letters of recommendation if they desire.
- B. Pre-Interview Process
For positions that become vacant prior to August 15, completed applications of all internal applicants will be reviewed. If a hiring administrator determines not to interview

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9.8 Layoff or Recall Appeal

Any appeal from a decision on layoff or recall shall be solely through the Grievance Procedure, including the option of binding arbitration. Such appeals shall be made on an expedited basis which shall be as follows:

- A. The Association shall have 10 days from the time the employee receives written notice of layoff to request expedited arbitration. This request shall be in writing.
- B. The Association and the district shall then have 10 days to select an arbitrator. Failing to do so, the Association and the district shall request that ERB appoint an arbitrator who can hear the case within one (1) calendar month.

The results of such appeal shall be final.

9.9 Districtwide School Closure

In the event the district must close all schools due to loss of revenue, sufficient funds shall be reserved to cover all unit member's medical/dental insurance premiums at the current district contribution level for the following three (3) months.

ARTICLE 10 – REDUCTION IN WORK HOURS

When the district proposes reducing the work hours of a unit member's position, the district will inform the Association of the reasons for the reduction, will stipulate the position description revision(s) and/or duties no longer to be performed, and will indicate the conditions under which the position will be returned to its previous hours. This includes extended contracts and extended responsibilities as well as regular contracts.

ARTICLE 11 – VACANCIES AND TRANSFERS

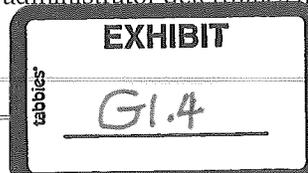
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For positions that become vacant prior to August 15, completed applications of all internal applicants will be reviewed. If a hiring administrator determines not to interview



Board/NCEA Agreement 2018-2021

an internal applicant, the hiring administrator shall contact the applicant prior to conducting any interviews. The unit member may request and shall be provided an opportunity to discuss the reason(s) for the denial. It is the employee's responsibility to be available for interviews during the summer break.

C. Post-Interview Process

Each administrator who interviews a unit member requesting voluntary transfer into a position will inform the member in a timely manner of the hiring decision. If a decision is made not to grant a transfer, the unit member may request and shall be provided an opportunity to discuss the reason(s) for the denial.

11.3 General Provisions for Voluntary Transfer

- A. The major consideration in the transfer of personnel shall be the contribution to the programs of the district.
- B. Except for extenuating circumstances, unit members will not be voluntarily transferred into positions which become vacant for the next school year after August 15.
- C. Declared vacancies for the subsequent school year will be posted as described in Section 11.1 until the end of the school year. During the summer break, the Human Resources Department will maintain current listings of vacancies at the district office and on the district website.

11.4 Trading Assignments

Two unit members may trade assignments by transferring when approved by the responsible unit administrators and a Human Resources administrator. The trade will be contingent upon the unit members' certification and qualifications and will be for one school year to coincide with the unit members' work year. At the conclusion of the year, both unit members will return to previous assignments. If both administrators and both unit members agree, the trade may become permanent effective the second year. The decision to make the trade permanent will occur by May 1.

11.5 Transfer: Involuntary

- A. An involuntary transfer can occur for multiple reasons, including but not limited to the following:
 - 1. A substantial reduction in the funds available to the Board, or expenses exceed available funding.
 - 2. The discontinuance of a particular type of teaching service.
 - 3. The expansion of a particular type of teaching service.
 - 4. A change in pupil enrollment (school) (district).
 - 5. A reduction in building staff size (change in Title status).
 - 6. Boundary changes.
 - 7. School opening or closing.

The process defines specifically that the two overriding variables in the involuntary transfer process are district seniority and whenever possible a least-disruptive process.

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- In the event a unique or unforeseen situation occurs, the district and Association will review the matter in an effort to satisfy the interests of all the parties involved.
- If an involuntary transfer needs to occur, staff will not be placed in the following prioritized programs, but may apply for a position within these programs:
 - Dual Language Immersion
 - Structured Learning Centers – Academic
 - Transition Learning Centers (previously known as Structured Learning Centers – Behavior)
 - The following District Charters:
 - Clackamas Middle College
 - Clackamas Web Academy
- With the exception of the District negotiated prioritized programs, a unit member with more district seniority shall have priority regarding selection and placement into another assignment over other unit members with less district seniority, as long as the senior member is qualified—or can become licensed/qualified—by the time the unit member is to begin performing the duties of the new assignment.
- In the event that a unit member needs to be involuntarily transferred, the following process will be considered when adhering to least disruptive. The unit manager will determine the grade level/department that will be affected. The following will be considered:
 - ✓ The least senior member at the affected grade level or department will be the person involuntarily transferred unless a more senior member volunteers to leave or the least senior member qualifies for one of the following:
 - The least senior member is on a plan of assistance
 - The least senior member is in probationary status and is in the first three (3) years of the profession and has had at least one student contact day in their current building
 - The transfer creates or worsens a linguistic, race, or gender imbalance. The following qualifiers will be considered, in no particular order:
 - Bilingual/Multilingual ability – least senior member retained has bilingual or multilingual ability relevant to the building assignment where 10% of the school’s student population have in common a language other than English spoken at home, and the professional educator is proficient in ACTFL Level 4 (or equivalent) of that language. The intent is to not diminish the percentage of staff to students relative to the school community’s linguistic demographics.

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- Racial Balance – change in assignment of least senior member would decrease the building’s percentage of educators who reflect the racial makeup to less than that of the historically underserved student populations at the school site. The intent is to not diminish the percentage of staff who represent historically underserved students relative to the school community’s racial demographics.
 - Gender Balance – change in assignment of least senior member would eliminate or decrease the building’s percentage of underrepresented male or female educators, to less than 30% percent of the grade level/or departments staff population.
 - Seniority rank will be utilized as these qualifiers are being considered.
- ✓ In the event that no opening exists at the time during the year when the unit member must be involuntarily transferred, the unit member will displace the least senior member in the district in any position for which the involuntarily transferred unit member is licensed/qualified to teach.
- In the event no vacancy exists at the time the involuntary transfer is being considered, then the unit member’s seniority rights as stipulated in Section 9.3.A in the agreement, shall be determined and activated when appropriate.
 - Prior to the implementation of an involuntary transfer, the Executive Director of Human Resources will notify the Association in a timely manner and arrange a meeting with the parties in interest to explain the cause of the transfer(s), to review the procedures and rights of those involved, and stipulate the timelines for implementation.
- B. If an involuntary transfer is necessary and a tentative decision for such involuntary transfer(s) is determined, but prior to the final decision being made, a meeting will be held to inform the unit member of the reason(s) for such transfer. The unit member will be given the opportunity to ask questions regarding the proposed transfer and, if appropriate to the cause of the proposed transfer, to present evidence and/or reasons on their behalf to dispute or to alter the conditions of the proposed transfer. The meeting will include the unit member involved, unit member representative, the principal, and the superintendent or designee, at which time the member will be informed of the reasons for the transfer. The meeting shall be preceded by a written notice of the subject to be discussed at the meeting.
- C. Notice of involuntary transfer shall be given to the unit member as soon as the decision to transfer has been made. Notification during the summer shall be by certified letter, return receipt requested, to the most recent address on file in the Human Resources Department.

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- D. The unit member shall be informed of appropriate vacancies known at the time of the transfer and shall be able to indicate preference of assignment.
- E. The unit member shall have the opportunity to visit the new assignment prior to transfer.
- F. When a unit member is required to involuntary change building assignments after school has started, adequate time (three to five working days) shall be given without class responsibility for moving and preparing for a new assignment. Other options agreeable to the district shall be considered.
- G. A unit member involuntarily transferred due to a reduction in force will be allowed to transfer back to the original building within three years of the involuntary transfer when an opening exists for which the unit member is qualified.
- H. Normally, no unit member shall be subject to an involuntary transfer more than two times in any five-year period. Exceptions would include those transferred due to staff reductions.
- I. Notice of placement shall be given to transferred unit members as soon as a decision has been made and where possible, before the end of the school year. If the district cannot place a unit member by the end of the school year, it will so notify the unit member prior to June 10, including the difficulty, and what placement is available prior to June 10. The unit member will then be allowed to choose the district's current placement offer, if one exists, by the end of the school year or will wait for a later placement.
- J. An involuntary transfer shall not be considered discipline. The district has the right to involuntarily transfer staff; involuntary transfer is not subject to just cause.

11.6 Transfer Interviews

Before a unit member is assigned or transferred, the receiving principal shall interview the applicant.

11.7 Elementary Intrabuilding Transfer

- A. Notification of change of assignment in teaching duties within a school shall occur as follows:
 - 1. The supervisor will explain to staff why a transfer is needed and request volunteers.
 - 2. Prior to the last contract day, members will be given up to a week (7 calendar days) to volunteer.
 - 3. If the supervisor determines to not offer the position to a volunteer, the supervisor shall contact the volunteer to provide an opportunity to discuss the decision.
 - 4. If no one volunteers after one week (7 calendar days), the supervisor will communicate with a specific group of qualified members. The supervisor will repeat the volunteer request to the specific group and indicate they are the likely candidates.
 - 5. After following the process outlined in 11.7.A.1-4, the supervisor retains the right to make the final staffing decision.

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6. Should an intrabuilding transfer need to happen after the last contract day, or after school has started, the timeline may be expedited.
 7. If the unit member feels additional time, compensation, or other relief is needed for preparation for this assignment change within the school, the member will consult with the supervisor.
- B. Where financial loss shall result, such as loss of extended responsibility assignment, notification of assignment change shall be made by June 1, except for circumstances beyond the control of the supervisor. The supervisor shall give two days notice to the unit member in advance of meeting for the purpose of discussing change.
- 11.8 Transfer of Materials and Equipment between Buildings
The district and Association will jointly develop a procedure to ensure the safe transfer of materials, books, and equipment between buildings when a unit member is involuntarily transferred. Unit members are responsible for the safe transfer of personal belongings. Unit members may request that the district transfer personal materials, but the district will not be responsible for the safe transfer of those materials.
- 11.9 Merger of Schools/Opening of New School
In the event of a closure of one school which results in the merging of those students into another school(s), or in the event of the opening of a new school which requires the movement of unit members from an existing school(s) to a new school, the district and the Association shall mutually develop a plan for movement of the unit members which will be consistent with this Article and Article 9 – Reduction in Force. This plan will be distributed to all affected members. When the merger of schools or the opening of a new school requires additional teacher work days beyond the regularly contracted number, and when the district mandates those days, unit members shall be paid for those days. All additional days shall be approved in advance by the superintendent and paid according to the following criteria:
- A. Duties which are not part of the unit member’s job description and which are not included in the Standards of Competent Performance for Teachers shall be paid at the curriculum rate. These duties include, but are not limited to: packing, unpacking, moving materials and belongings, and taking down and setting up a classroom.
 - B. Duties which are part of the unit member’s job description and which are included in the Standards of Competent Performance for Teachers shall be paid at the individual unit member’s per diem rate. These duties include, but are not limited to, activities associated with diagnosing, prescribing, or facilitating learning activities for students; the evaluation of students; developing positive student relationships and classroom management; and professional development.

ARTICLE 12 – TEACHER CONTRACT YEAR

- 12.1 Contract Year Description
The base contract year for teachers shall be 193 days. Teachers new to the district will work 196 days during the first year of employment with North Clackamas schools. Two of those days, paid at curriculum rate, will be worked the week prior to the first reporting day for all teachers. For the duration of this agreement, within 193 days there shall be:

PE/Health Sections 21-22

Last edit was made 6 days ago by Andrew Gilford

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A1:B1	PE/Health								
	A	B	C	D	E	F	G	H	I
	PE/Health		Sem 1	Sem 1 Alt	Sem 2	Sem 2 Alt	Sem Sections	Year Long	Student Count/
1	PE/Health		335		total requests for year		10	5.0	33.5
2	PE 1		338		total requests for year		12	6.0	28.2
3	Health 1		345		total requests for year		11.5	5.5	30.0
4	Health 2		167	35	99	34	10	5.5	16.7
5	Strength Traini		58	21	41	23	4	2.0	14.5
6	Strength & Cor		47	20	34	18	3	1.5	
7	Team Sports		67		20 alternates		3	1.5	22.3
8	Fitness Fundar		44		46 alternates		2	1.0	22.0
9	Dance								
10								28.0	

Course	Coleman	Giancola	Landolt	Wilkins	TBD
PE 1 (5)			5		
Health 1 (6)				3	3
Health 2 (5.5)	3.5				2
Strength Training (5.5)			1	3.5	1
Strength/Cond (2.0)					2
Team Sports (1.5)	0.5			1	
Fitness Fund (1.5)				1.5	
Dance (1.0)	1				
Totals	5	6	6	6	5

Sheet1 Sheet2 Sheet3

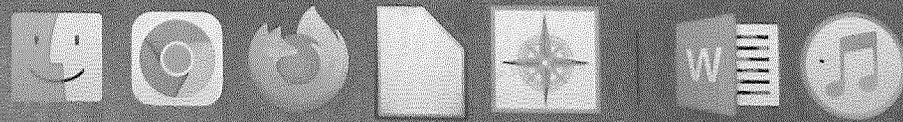


EXHIBIT
G.I.S

----- Forwarded message -----

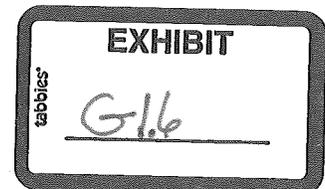
From: **Mark Moser** <moserma@nclack.k12.or.us>
Date: Tue, Apr 6, 2021 at 4:32 PM
Subject: Re: Request of Information
To: Cindy Rochester <rochester@nclack.k12.or.us>
CC: NCEA President <President@ncea12.org>, William Ruehle <ruehle@nclack.k12.or.us>

Hi Cindy. Per your request, here is the information you requested. Mark

1. The name and title/position of District representatives and NCEA representatives who served on the committee, which produced the Staffing Process document distributed to the Clackamas High School staff in October of 2020.
 - Greg Harris
 - Tammy O'Neill
 - Shay James
 - Petra Callin
 - Kelli Shurtliff
 - Melinda Ryan
 - Andrea Anderson
 - Michelle Arko
 - Jesse Reschke

2. The dates on which the committee met.
 - May 6, 2020
 - May 20, 2020
 - Note: We are not confident this is an all-inclusive list of dates but it is the information that we could locate in reviewing various calendars.

3. The name and position/title of the individual who ultimately authored the Staffing Process document. The date on which the Staff Process document was finalized.
 - Greg Harris
 - Tammy O'Neill
 - Shay James
 - Petra Callin
 - Kelli Shurtliff
 - Melinda Ryan
 - Andrea Anderson
 - Michelle Arko



Gustovich-000094

I am emailing as Steven Gustovich's designated representative. Could you please provide me with a copy of the following information:

1. A copy of the NCEA Bylaws
2. A list of executive board positions and the names of bargaining unit members who hold those positions for the 2020/21 school year.
3. A list of all standing committees and the names of bargaining unit members who serve on those committees for the 2020/21 school year

In addition, I have requested the following information several times but as of yet have not received it. Please provide the following information to me:

4. Dates and times that IBS members have been trained on contract enforcement and their obligations under the PECBA.
5. Dates and times that the IBS members have been trained on IBS.

Finally, it is my understanding that there is no written document, agreed upon by both parties, that details the IBS procedure to be used at Level II.

Sincerely,
Cindy Rochester

—
Cindy Rochester
CHS Math Teacher

Rochester's Website

Office Hours Sign up

ALL IN, ALL CAVS!

—
Cindy Rochester
CHS Math Teacher

Rochester's Website

Office Hours Sign up

ALL IN, ALL CAVS!

- Jesse Reschke

Date of finalization

- June 2020

? incomplete missing
Charmaine Coleman
Kory Landolt

4. A seniority list of all Math and PE teachers at Clackamas High School for the 2020/2021 school year as well as their licensure.

SeniorityDate	PE / Health	FT E	PosDescription	ENDORSEMENT
8/30/90	Gustovich, Steven R	1	Teacher Phys Ed	Physical Educatic
8/31/95	Wilkins, Edward J	1	Teacher Phys Ed	Health / Physical
8/28/00	Larson, Valorie J	1	Teacher Phys Ed	Health / Physical
8/27/07	Giancola, Dominic	1	Teacher Phys Ed	Health / Physical
8/26/19	Schmidt, Jayson Alexander	1	Teacher Phys Ed	Health / Physical
SeniorityDate	Math	FT E	PosDescription	ENDORSEMENT
8/30/90	Hall, Annette M	1	Teacher Math	Advanced Mather
8/31/98	Rochester-Gefre, Cynthia M	1	Teacher Math	Advanced Mather
8/30/99	Bohlman, Tom R	1	Teacher Math	Advanced Mather
8/28/00	Sonnichsen, Jennifer D	1	Teacher Math	Advanced Mather
8/25/03	Fisher, Randy	1	Teacher Math	Foundational Mat
8/25/03	Mindt, Linda C	1	Teacher Math	Advanced Mather
8/30/10	Vaughan, Amelia A	1	Teacher Math	Advanced Mather
8/25/14	Vidin, Alanna	1	Teacher Math	Advanced Mather
8/29/16	Aquila, George E	1	Teacher Math	Advanced Mather
8/28/18	Ritter, Kyle D	1	Teacher Math	Advanced Mather
8/26/19	Whited, Vanessa Rae	1	Teacher Math	Advanced Mather
8/31/20	Lindeman, Jennifer M	1	Teacher Math	Advanced Mather
8/31/20	Wile, Scot Schaefer	1	Teacher Math	Advanced Ma

5. A list of all Clackamas High School staff members who were involuntarily transferred to Adrienne Nelson High School for the 2021/2022 school year despite the fact that they indicated on their staff survey that they wanted to remain at Clackamas High School for the 2021/2022 school year.

- No involuntary transfers took place in the staffing of ANHS

From: **Cindy Gefra** <cindygefra@gmail.com>
Subject:
Date: May 9, 2021 at 1:10 PM
To: **Steve** <sgustovich@comcast.net>



Cindy Rochester <rochestererc@nclack.k12.or.us>

Following up

Mark Moser <moserma@nclack.k12.or.us>
To: **Cindy Rochester** <rochestererc@nclack.k12.or.us>

Thu, Apr 8, 2021 at 1:10 PM

Hi Cindy, We are swamped over here. As a result, I just wanted you to know that I will call you still but it will be a few days.

My apologies. I have not been even able to reflect on our discussion.

Mark

Staffing Process for Adrienne C. Nelson High School

Context:

Adrienne C. Nelson High School is scheduled to open in the fall of 2021. Roughly half of the students currently in the Clackamas High School boundary will transition to Adrienne C. Nelson High School over a two year period. Grades 9, 10, and 11 will attend their home/boundary high school in 21/22 with 12th graders maintaining the ability to choose attendance between CHS and ANHS for 21/22. As a result, there is a reduction in staffing anticipated at Clackamas High School at the same time a need is created at Adrienne C. Nelson High School. Because of this, it is necessary to develop a plan to address the movement of staff from one building to another.

ANHS Staffing Timeline:

DATE	PROCESS	STAFF INVOLVED
10/14/2020	Hold a CHS staff meeting to inform staff about the process.	Nate Munoz, Greg Harris, NCEA, OSEA, Will Ruehle, Chelsi Reno
10/14/2020	Process email sent to classified and certified staff members. Email to include <u>preference survey</u> .	Greg Harris and Nate Munoz
10/30/2020	Preference survey due.	Classified and Certified Staff
11/2/2020 - 11/20/2020	In-person/virtual meetings will take place for staff who have indicated this as a desire.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle, NCEA/OSEA Leadership
11/20/2020	Begin ANHS transfer staffing process.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle
By 1/29/2021	Complete ANHS transfer staffing process. Notify staff regarding 2021-2022 assignments.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle
4/30/2021	Adjust staffing based on updated staffing allocation and notify impacted staff.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle



INTENTIONALLY BLANK

The staffing process for the opening of Adrienne C. Nelson High School for the 2021-2022 school year will be based on the following commitments for both CHS and ANHS:

- Maintain and grow an equitable array of opportunities and programs for students at both buildings, inclusive of programs which are dependent on specific skills, licensure, training, and qualifications (AP, ACC, World Language, BOC, and sheltered classrooms).
- Providing similar core content and support offerings at both schools.
- Providing choice and including the voice of current certified and classified staff.
- Use of the NCSD Equity Lens
- The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured.
- Contribution of an individual to a new school or existing school (e.g. dept head, advisors, committees, PLC leadership, and other involvement on school and/or district initiatives).
- Determining specific teaching assignments based on the most complete information possible (i.e. determined after the transfer process and forecasting are complete).
- Staffing in a timeframe that allows for an active planning team.
- Maximizing the number of in-building athletic coaches.
- Staffing a full athletic program.
- Minimizing the number of staff who are split between sites.
- The opportunity/ability to hire in a timely manner.
- Supporting staff with time to process and manage change.
- Staffing by licensure/program and not specific course assignments.
- Adherence to agreements between NCSD and NCEA/OSEA.

Procedures and Timing Details:

CHS Staff Meeting:

Principals of Clackamas High School and Adrienne C. Nelson High School will host a staff meeting on October 14th with the purpose of informing staff of the need to reduce FTE as a result of the opening of the new school and the subsequent transfer of a significant portion of the CHS student population. At this time, the process and timeline for this will be shared with CHS staff.

Process Email and Preference Survey:

In an effort to elicit staff voice and preference, all classified and certified staff from CHS will have the opportunity to complete a survey indicating their preference for remaining at

their current site or moving to ANHS. The survey will be intentional in seeking information that speaks to factors which influence a personal sense of belonging and community that a staff member would like considered based on their experiences. If a teacher elects not to complete the survey, this will be deemed a neutral preference with either outcome being desired. The survey will be open for two weeks beginning immediately after the CHS staff meeting mentioned above. Members of NCSD and NCEA/OSEA leadership teams who are supporting this process will have the ability to access the survey results.

Staff Meetings:

Each certified and classified staff member from CHS will have the opportunity for an in-person/virtual meeting with a member of the District team involved in staffing decisions prior to a final decision being made. The desire for such will be communicated through the staff survey. The survey will provide the ability to communicate the desire to have NCEA/OSEA representation included in such a meeting. The meeting will serve as the process for additional input for both those seeking to transfer and those who are not.

ANHS Staff Transfer Process:

Using the commitments above, a team of administrators will jointly determine which staff will be transferred and who will remain at their current site. This team will include, at a minimum, the Director of Secondary Programs, principals impacted by the change and the Associate Directors of HR responsible for licensed and classified staffing.

Once the staffing decisions are made the District will notify NCEA/OSEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process will apply (outlined in Article 11.5 of the NCEA CBA and 7.1 of the OSEA CBA). Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the NCEA CBA and 7.1 of the OSEA CBA.

All staff will be notified whether they will be transferred by January 29, 2021. If that date needs to change, all staff will be notified. For individuals whose transfer is not consistent with their preferred outcome as expressed through submission of the survey, a meeting will be made available to discuss the reason(s) for such transfer. The member will be given the opportunity to ask questions regarding the proposed transfer and identify if additional time, compensation, or other relief is needed in preparation for this change. The meeting participants will include the affected member, NCEA or OSEA and a member of the District team who made the staffing decision.

Once transfers have been determined and course offerings established, the principal of Adrienne C. Nelson will establish course specific assignments. They will take into

account staff input, preference, experience and impact to the broader program when making this decision.



Steven Gustovich <gustovlchs@nclack.k12.or.us>

CHS/ANHS Staffing Survey

5 messages

Google Forms <forms-receipts-noreply@google.com>
To: gustovlchs@nclack.k12.or.us

Fri, Oct 23, 2020 at 8:15 AM

Thanks for filling out CHS/ANHS Staffing Survey

Here's what we got from you:

11/11/2020

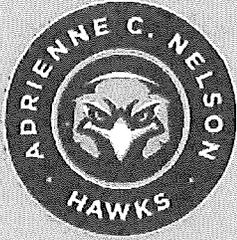
CHS/ANHS Staffing Survey

** Responses to this survey are CONFIDENTIAL and will only be shared with NCEA/OSEA leadership and administrators responsible for staffing ANHS and CHS. In an effort to elicit staff voice and preference, all classified and certified staff from CHS will have the opportunity to complete a survey indicating their preference for remaining at their current site or moving to ANHS. The survey will be intentional in seeking information that speaks to factors which influence a personal sense of belonging and community that a staff member would like considered based on their experiences. If a teacher elects not to complete the survey, this will be deemed a neutral preference with either outcome being desired. The survey will be open for two weeks beginning immediately after the CHS staff meeting mentioned above. Members of NCSD and NCEA/OSEA leadership teams who are supporting this process will have the ability to access the survey results.

Your email address (gustovlchs@nclack.k12.or.us) was recorded when you submitted this form.

Your Last Name *

Gustovich



Hawk's Weekly Update

for the week of April 5, 2021

Quick Links:

- [ANHS Staff List](#)
- [ANHS Q&A Parking Lot](#)
- [Timecard Submission Form](#)
- [BSN Sideline Store](#)

About ANHS:

- [ANHS Website](#)
- [Facebook](#)
- [Instagram](#)
- [Community FAQs](#)
- [ANHS Tour \(October, 2020\)](#)

If you have information you would like to put into the Weekly Update, please email Greg Harris by Thursday of each week.

THIS WEEK

Monday (4/5/2021)

Tuesday (4/6/2021)

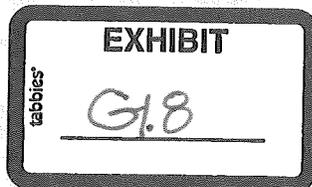
- ANHS Planning Team 3:45-4:45 PM
- FSA/Teaming Sub. - 4:45-5:45
- Student Care/Recognition Sub. - 4:45-5:45

Wednesday (4/7/2021)

ANHS PD - 12:30-2:00 PM

Thursday (4/8/2021)

Friday (4/9/2021)



ANNOUNCEMENTS

ANHS PD - Wednesday 4/7/21 - 12:30-1:30 PM

This Wednesday we will spend an hour on future-planning. I have only planned an hour knowing that I will need to meet with departments for an hour in the coming weeks as forecasting numbers become firm and teaching assignments need to be made.

**The PD time is required for certified staff members, but classified staff are welcome to participate as well.

Packing and Moving:

All staff moving to ANHS next year will need to have their rooms packed and boxes labeled by **June 18th**. The logistics of moving between the three campuses are very complex and timelines are very tight; if you have any questions or need assistance with packing please let me know in advance. The district can provide packing assistance if needed.

2021-2022 Room Assignments:

Use the link above to access staff room assignments for the 2021-2022 school year. I have included a link to our BUILDING MAP so you can locate room numbers. As with everything, things may change and rooms may need to be shifted; we will reach out as soon as we can if this is the case. Please reach out if you have any questions.

Timecard Submission Form:

I have received a few questions about timecards, so I wanted to clarify. If you are doing approved work for ANHS, please use the link above (also in the "Quick Links" section of the newsletter in the upper left corner). Please do not submit these hours to Julie as they come out of a different budget. Approved work may include Planning Team meetings, supply list work, or other work that occurs outside of your normal work hours. If you have any questions let us know.

Staffing Updates:

ON BACK 1.5 PE

Gustovich-000077

Monday (4/12/2021)

Tuesday (4/13/2021)

Wednesday (4/14/2021)

ANHS Staff Meeting - 8:00-9:00 AM

Thursday (4/15/2021)

Friday (4/16/2021)

With our FTE allocations finalized, we will be posting some classified and certified positions soon. These will come out in waves over the next few months and if you have a question about any of them feel free to reach out. Here is a list of what we will be posting in the first wave:

- Registrar
- Bookkeeper
- Night Lead Custodian
- .5 PE
- .5 Leadership
- Math

UPCOMING DATES

6/18 - Packing/Labeling Deadline

Board/NCEA Agreement 2018-2021

NCEA GRIEVANCE FORM

Steven Gustovich PO Box 482 Oregon City, Or 97045 503-657-6863
Name of Grievant(s) Address Phone#

Definition of a Grievance "Grievance shall mean a complaint by an employee or a group of employees: (1) That there has been to him/her (or them), a violation of inequitable application of any provision of the contract or, (2) That he/she (or they) has/have been treated inequitably by reason of an act or condition which is contrary to established school board policy or practice grieving or affecting employees."

Please state explicitly the nature and extent of the problem

The contract was violated on January 22, 2021, at a Level I grievance hearing regarding Steve Gustovich's involuntary transfer to Adrienne C. Nelson High School for the 2021/2022 school year. Will Ruehle, Associate Director of Human Resources for Licensed Staff, violated the contract when he did the following:

- Will Ruehle unilaterally made the decision to attend the Level I hearing. Three people should attend the Level I hearing, the grievant, the grievant's representative, the principal OR immediate supervisor. Will is none of these individuals.
- Will Ruehle sought to dominate and control the Level I grievance hearing. He issued the invitation, created an agenda that he expected the Association to follow and spoke on behalf of the District throughout the hearing.
- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair) to the Level I grievance hearing.
- On two different occasions Will Ruehle attempted to choose Steve Gustovich's representative.
- Mr. Gustovich's NCEA Representative, Cindy Rochester, repeatedly informed Will Ruehle verbally and in writing that, as Mr. Gustovich's NCEA designated representative, any and all communication regarding the grievances should be directed to her. Will Ruehle directed communications to Ms. Rochester and Mr. Gustovich.

These violations were repeated at the Level I hearing for this grievance held on February 23, 2021 and are incorporated here in.



Gustovich-000074

Please state present rule, policy, or regulation in the school district that has been violated

- Article 4, Grievance Procedure, Section 4.3 Level I
- Article 4, Grievance Procedure, Section 4.2, Subsection C
- Article 4, Grievance Procedure, Section 4.2, Subsection K
- Any other relevant Article

Other persons qualified to give additional information relative to the problem

NA

What decision would you believe is fair and equitable?

Will Ruehle will not attend Level I grievance hearings unless the grievant and his/her representative agree that he may attend.

Will Ruehle will communicate only with the grievant's designated representative if he is involved in grievance processing.

Will Ruehle will be directed to cease and desist from violating the contract.

Any other remedy deemed appropriate

What steps have been taken so far in trying to resolve this grievance?

Level I grievance hearing was held on February 23, 2021

Designated Representative

Koehstedt

Grievant(s) Signature

Stevan R. Mustard

Date

4-1-2021

Matt Utterback, Superintendent
North Clackamas School District

*Draft
3/27/21*

Mr. Utterback,

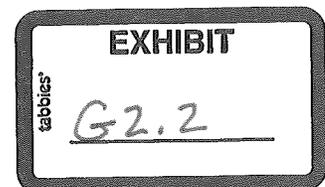
Attached is a grievance filed on behalf of Steve Gustovich regarding violations of the grievance procedure that occurred on January 22 and February 23 during two Level I grievance hearings.

As per the language in Article 4, I have reduced the grievance to writing on the appropriate grievance form as the parties were unable to reach a resolution at Level One (Unit Level). Accordingly, I am appealing the grievance to Level Two (District Level) on behalf of Mr. Gustovich.

Please let me know the possible dates for a Level Two hearing.

I am the NCEA designated representative for Mr. Gustovich's grievance. Please direct any and all information regarding this grievance to me.

Cindy Rochester



Gustovich-000073

Board/NCEA Agreement 2018-2021

NCEA GRIEVANCE FORM

<u>Steven Gustovich</u>	<u>PO Box 482 Oregon City, Or 97045</u>	<u>503-657-6863</u>
Name of Grievant(s)	Address	Phone#

Definition of a Grievance "Grievance shall mean a complaint by an employee or a group of employees: (1) That there has been to him/her (or them), a violation of inequitable application of any provision of the contract or, (2) That he/she (or they) has/have been treated inequitably by reason of an act or condition which is contrary to established school board policy or practice grieving or affecting employees."

Please state explicitly the nature and extent of the problem

The contract was violated on January 22, 2021, at a Level I grievance hearing regarding Steve Gustovich's involuntary transfer to Adrienne C. Nelson High School for the 2021/2022 school year. Will Ruehle, Associate Director of Human Resources for Licensed Staff, violated the contract when he did the following:

- Will Ruehle unilaterally made the decision to attend the Level I hearing. Three people should attend the Level I hearing, the grievant, the grievant's representative, the principal **OR** immediate supervisor. Will is none of these individuals.
- Will Ruehle sought to dominate and control the Level I grievance hearing. He issued the invitation, created an agenda that he expected the Association to follow and spoke on behalf of the District throughout the hearing.
- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair) to the Level I grievance hearing.
- On two different occasions Will Ruehle attempted to choose Steve Gustovich's representative.
- Mr. Gustovich's NCEA Representative, Cindy Rochester, repeatedly informed Will Ruehle verbally and in writing that, as Mr. Gustovich's NCEA designated representative, any and all communication regarding the grievances should be directed to her. Will Ruehle directed communications to Ms. Rochester and Mr. Gustovich.

These violations were repeated at the Level I hearing for this grievance held on February 23, 2021 and are incorporated here in.

Please state present rule, policy, or regulation in the school district that has been violated

- Article 4, Grievance Procedure, Section 4.3 Level I
- Article 4, Grievance Procedure, Section 4.2, Subsection C
- Article 4, Grievance Procedure, Section 4.2, Subsection K
- Any other relevant Article

Other persons qualified to give additional information relative to the problem

NA

What decision would you believe is fair and equitable?

Will Ruehle will not attend Level I grievance hearings unless the grievant and his/her representative agree that he may attend.

Will Ruehle will communicate only with the grievant's designated representative if he is involved in grievance processing.

Will Ruehle will be directed to cease and desist from violating the contract.

Any other remedy deemed appropriate

What steps have been taken so far in trying to resolve this grievance?

Level I grievance hearing was held on February 23, 20021

Designated Representative

Roehstedt

Grievant(s) Signature

Steven R. Mustard

Date

4-1-2021



Cindy Rochester <rochestererc@nclack.k12.or.us>

Request for Level 2 ~ SG

1 message

Cindy Rochester <rochestererc@nclack.k12.or.us> Sun, Apr 4, 2021 at 10:22 PM
To: Matt Utterback <utterback@nclack.k12.or.us>, William Ruehle <ruehlew@nclack.k12.or.us>
Cc: Steven Gustovich <gustovichs@nclack.k12.or.us>

Matt,

As Steve Gustovich designated representative he has requested I file a level 2 grievance. Attached is a grievance filed on behalf of Steve Gustovich regarding violations of the grievance procedure that occurred on January 22 and February 23 during two Level 1 grievance hearings.

As per the language in Article 4, I have reduced the grievance to writing on the appropriate grievance form as the parties were unable to reach a resolution at Level One (Unit Level). Accordingly, I am appealing the grievance to Level Two (District Level) on behalf of Mr. Gustovich.

Please let me know the possible dates for a Level Two hearing. Please know that I'm not available on April 16, 2021

I am the NCEA designated representative for Mr. Gustovich's grievance.

Please direct any and all information regarding this grievance to me. Please reach out if you have any questions. My cell is 503-407-1315. As always I'm willing to hear ideas to resolve the grievance.

Best,
Cindy Rochester
NCEA Designated Representative

Cindy Rochester
CHS Math Teacher
Rochester's Website
Office Hours Sign up

ALL IN, ALL CAWS!

Gustovich-000076

Grievance Document for grievance over violation of the grievance procedure at hearings on Jan 22 and Feb 23

State explicitly the nature and extent of the problem

The contract was violated on January 22, 2021, at a Level I grievance hearing regarding Steve Gustovich's involuntary transfer to Nelson High School for the 2021/2022 school year. Will Ruehle, Associate Director of Human Resources for Licensed Staff violated the contract when he did the following:

1. Will Ruehle unilaterally made the decision to attend the Level I hearing. Three people should attend the Level I hearing, the grievant, the grievant's representative, the principal OR immediate supervisor. Will is none of these individuals.
2. Will Ruehle sought to dominate and control the Level I grievance hearing. He issues the invitation, created an agenda that he expected the Association to follow, spoke on behalf of the District throughout the hearing.
3. Will Ruehle unilaterally invited Michelle Arko to the Level I grievance hearing
4. On two different occasions Will Ruehle attempted to choose Steve Gustovich's representative.
5. Mr. Gustovich's NCEA Representative, Cindy Rochester, repeatedly informed Will Ruehle verbally and in writing that as Mr. Gustovich's NCEA designated representative, any and all communication regarding the grievances should be directed to her. Will Ruehle directed communications to Ms. Rochester and Mr. Gustovich.

EXHIBIT

tabbies

G2.3

These violations were repeated at the Level I hearing for this grievance held on February 23, 2021 and are incorporated here in.

Rule ,policy or regulation that has been violated

1. Article 4, Grievance Procedure, Section 4.3 Level I
2. Article 4, Grievance Procedure, Section 4.2, Subsection C
3. Article 4, Grievance Procedure, Section 4.2, Subsection K

Any other Article deemed relevant.

Other persons qualified to give info

None at this time.

What decision would be fair?

Will rule will not attend Level I grievance hearings unless the grievant and his/her representative agree that he may attend.

Will Ruehle will communicate only with the grievant's designated representative if he is involved in grievance processing.

Will Ruehle will be directed to cease and desist from violating the contract.

Any other remedy deemed appropriate

What steps have been taken

Level I grievance hearing was held on February 23, 20021

Level 2 ~ Grievance Hearing Handling of the Level 1

On January 22, Level 1 Grievance regarding Steve Gustovich's Involuntary Transfer to Adrienne C. Nelson High School

February 23, 2021 at the Level 1 Grievance regarding this Level 2

5-4-21

Clady Presentation

4.3 Grievance Procedure Levels

Level One (Unit Level)

When the grievant becomes aware of a situation or issue with regards to the collective bargaining agreement, practice, administrative regulation, or Board policy, the grievant has **20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative.**

The parties will have 20 working days to pursue an informal resolution. When resolution is achieved, the results will be preserved in writing. However, if the parties are unable to reach resolution, or if the grievant is not satisfied with resolution, the grievance will be referred to Level Two in writing by the grievant.

Violations of 4.3

Will Ruehle, Associate Director of HR violations of Article 4.3 on 1/22 and 2/23

Attending the Level 1 Grievance on Steve's Involuntary Transfer on 1/22 Gather information on the 2/23 on the 2nd Grievance

Issued the the invite and organized the meetings, created and set the agenda. Expected the Association to follow his agenda

Spoke on behalf of the District throughout instead of allowing Nate Munoz to handle the meeting.

He invited Michelle Arko (Grievance Chair) and Melinda Ryann (NCEA President) Attempting to choose Steve's designated representative.

He continued direct communication to Steve after being asked several times verbally and in writing to directly communicate to me.

Article 4.2

Subsection C and K

General Grievance Procedures

The purpose of this Procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting unit members. These proceedings will be kept informal and confidential as appropriate at any level in the procedure.

In Part C : There shall be no **interference** on a unit member concerned with the resolution of grievances.

In Part K: Grievance may be responded at all stages of the Procedure by themselves or may determine their own representative, which at their option may be the Association. The Association shall have the right to be present and to state its view at all stages of the Procedure.

Resolution

We want the district which includes Will and HR to follow the level one grievance procedure according to contract.

It clearly states that Level 1 is at the Unit Level which is the Building Level.

Any deviation from this format will be mutually agreed upon by both parties. If HR or Will want to attend Level 1 grievance they will need to discuss this with the grievant and there must be a mutual agreement BEFORE the Level 1 hearing.

**Level 2 Grievance
May 4, 2021**

- Part 1: Grievance Timeline Review**
- Part 2: Grievance Breakdown**
- Part 3: Remedy Review**
- Part 4: Conclusion**

Part 1: Grievance Timeline Review

Grievance Timeline

- **January 22, 2021:** Previous Level 1 grievance was heard. In attendance were Steve Gustovich, Cindy Rochester, CHS Principal Nate Munoz, Association HR Director Will Ruehle
- **February 8, 2021:** the District responded to the previous Level 1 grievance, later that day Mr. Gustovich filed a new level 1 grievance for January 22nd meeting
- **February 23, 2021:** Level 1 grievance meeting took place on. In attendance Mr. Gustovich, Ms. Rochester, Mr. Munoz, Mr. Ruehle
Suggested resolution: Mr. Ruehle no longer sends emails to Mr. Gustovich, only to Ms. Rochester. Mr. Ruehle can not attend any future level 1 grievance meetings. The District was unable to agree to this resolution, also the district does not believe the January 22nd meet was a violation of the contract.
- **April 5, 2021:** Mr Gustovich moved the level 1 grievance about the January 22nd meeting to a level 2.

Part 2: Grievance Breakdown

Grievance Break Down Article 4.3

Article 4.3: "the grievant has 20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative."

Mr. Gustovich Response

- Will Ruehle unilaterally made decision to attend
- Will Ruehle sought to dominate control of level 1 through creating invitation in google and creating the agenda
- Will Ruehle spoke on behalf of district

District Response

- District Response 1: Article does not exclude any administrator from being at a level 1 meeting.
- District Response 2: Past practice, HR administrator has been present at level 1 grievance meeting.
- District Response 3: When a new school opens, it is the responsibility of Human Resources to meet with the Association and create a staffing plan for a new school. HR is then responsible for implementing this plan and the collective bargaining agreement is complied with. The role of the Principals at the current school and the new school was to make recommendations of staff placements and HR's role was to implement. If the goal of level 1 grievance was to address concerns with Mr. Gustovich's placement, the HR Associate Director would have to be in the meeting.
- District Response 4: Nothing in Article 4.3 (or 4.2) limits the District's ability to schedule the level 1 grievance meetings or set agendas for a level 1 grievance meeting.
- District Response 5: The remedy put forth for this grievance would violate the contract by creating a situation where the District would be negotiating with an individual member rather than the Association.

Also if the remedy is asking the District to not allow HR to attend any Level 1 grievance this would need to be bargained with the Association.

- District Response 6: Grievance denies the District's rights found in Article 1.4 by claiming that the District cannot choose who to attend a meeting. This has a direct impact on its rights under the contract.

"It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and contractual activities of its employees, except as limited by this agreement and applicable state and federal law..."

Grievance Break Down Article 4.2.C

Article 4.2.C: "There shall be no restraint, interference, discrimination, or reprisal exerted on a unit member concerned with the resolution of grievances."

Mr. Gustovich Response

- Will Ruehle sought to dominate control of level 1 through creating invitation in google and creating the agenda
- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair)
- Ms. Rochester repeatedly informed Will Ruehle any communication regarding the grievance be directed to her. Will Ruehle directed communication to both Ms. Rochester and Mr. Gustovich.

District Response

- District Response 1: Will Ruehle's attendance at the level one meeting does not represent restraint or interference with this grievance because Will Ruehle approved all placement decisions that were made in the carrying out of the new school staffing plan.
- District Response 2: Will Ruehle didn't restrain, or interfere with this process by inviting the NCEA Grievance Chair. If he had not informed NCEA leadership about the grievance he would have violated Article 4.2 K "The Association shall have the right to be present and to state its view at all stages of the (grievance) procedure.
- District Response 3: Past practice, HR administrator has been present at level 1 grievance meeting.
- District Response 4: Mr. Ruehle sending communications to both Mr. Gustovich and Ms. Rochester does not violate the contract.
- District Response 5: The District stance is that there was no restraint, interference, discrimination or reprisal directed at Mr. Gustovich in the Level 1 meeting. In Addition, NCEA leadership has not communicated to the district that any restraint, interference, discrimination or reprisal was directed at Mr. Gustovich in the Level 1 meeting.

Grievance Break Down Article 4.2.K

Article 4.2.K: "Grievants may be represented at all stages of the procedure by themselves or may determine their own representatives, which at their option may be the Association. The Association shall have the right to be present and to state its view at all stages of the procedure."

Mr. Gustovich Response

- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair)
- On two different occasions Will attempted to choose Mr. Gustovich's representative.

District Response

- District Response 1: Mr. Gustovich's representative was copied on all grievance communication and invited to all grievance meetings. At no point did the District limit Ms. Rochester's involvement in the grievance process. The language above allows for the Association to be present at level 1.
- District Response 2: Article 1.1 D defines Association, "shall mean its president and his/her cabinet of officers in an all-member election." Mr. Gustovich's selected representative would not fit the definition of Association. Per the contract all communication about Mr. Gustovich's grievance would be communicated with the contractually defined Association's leaders.
- District Response 3: If the grievant is concerned with the Association attending level 1 meeting then they should take that up with the Association. The purpose of a grievance is to allow a member to appeal a decision of the District, not the Association.
- District Response 4: Mr. Ruehle's invitation of Michelle Arko at the level 1 meeting, and in communication with NCEA leadership about the grievance process, was not an attempt to choose Mr. Gustovich's representative. Instead these actions were contractually required per Article 4.2.K. If Mr. Ruehle had not carried out these actions, NCEA leadership could put forth a grievance that he had not allowed the "Association" to be present at all levels of the grievance process.
- District Response 5: Grievance attempts to deny the District's responsibility found in Article 1.2
 "The Board, pursuant to ORS 243.650, recognizes the Association as the sole and exclusive bargaining representative for all full-time teachers, part-time teachers, temporary teachers, counselors, career and technical education (CTE) licensed teachers, media specialists, licensed specialists, social workers, and nurses under contract to the Board."

Part 3: Remedy Review

Remedy 1: Will Ruehle will not attend Level 1 grievance Hearing unless the grievant and his/her representative agree that he may attend.

- Stating that the Associate Director of HR would not be allowed to attend level 1 grievance meeting would alter the contract. This could only be done through the bargaining process.

Remedy 2: Will Ruehle will communicate only to the grievant's designated representative if he is involved in the grievance process.

- If the Associate Director of HR attempted to exclude the Association from it's communications with the grievant and his selected representative, the District would be violating Article 4.2.K of the contract.

Remedy 3: Will Ruehle will be directed to cease and desist from violating the contract.

- The District's position is that Will Ruehle did not violate the contract in any way during the January 22nd meeting. At no point in this grievance procedure or in the handling of the January 22nd meeting has NCEA leadership communicated that Will Ruehle has violated the contract.

Part 4: Conclusion

Conclusion

- District continues to hold that no part of the meeting on January 22nd violated the contract
- A member of NCEA leadership was at the January 22nd meeting. At no point has that NCEA leadership communicated to the District that any part of the meeting on January 22nd violated the contract.

4
5-~~1~~-21

Steve Gustovich Grievance Level 2

IBS Team Decision)

Upon a review of the contract language no violation is found.

There is no harm to be remedied.

Valerie Sebesta, Grievance Facilitator.

5/6/2021

Xfinity Connect Fwd_ Invitation_ Executive Session - Grievance Hearing _ Thu May 27, 2021 5pm - 6_30pm (PDT) (gustovichs_nclack_k12_or_us) Pri...

Steve <sgustovich@comcast.net>

5/6/2021 6:32 AM

Fwd: Invitation: Executive Session - Grievance Hearing @ Thu May 27, 2021 5pm - 6:30pm (PDT) (gustovichs@nclack.k12.or.us)

To randy@elpnw.com

Good Morning, Randy!
Just wanted to send you the School Board Grievance Hearing Invite.
Thx

Begin forwarded message:

From: Steve Gustovich <gustovichs@nclack.k12.or.us>
Subject: Fwd: Invitation: Executive Session - Grievance Hearing @ Thu May 27, 2021 5pm - 6:30pm (PDT) (gustovichs@nclack.k12.or.us)
Date: May 5, 2021 at 8:45:10 PM PDT
To: Steven Gustovich <sgustovich@comcast.net>

Sent from my iPhone

Begin forwarded message:

From: Sandra Henderson <hendersons@nclack.k12.or.us>
Date: May 5, 2021 at 3:42:07 PM PDT
To: gustovichs@nclack.k12.or.us, Tory McVay <tory.mcvay@nclack.k12.or.us>, Tiffany Shireman <shiremant@nclack.k12.or.us>, Libra Forde <libra.forde@nclack.k12.or.us>, Orlando Perez <orlando.perez@nclack.k12.or.us>, Steven Schroedl <steven.schroedl@nclack.k12.or.us>, Mitzi Bauer <mitzi.bauer@nclack.k12.or.us>, Kathy Wai <kathy.wai@nclack.k12.or.us>, Matt Utterback <utterback@nclack.k12.or.us>, Shay James <james@nclack.k12.or.us>, Cindy Detchon <detchonc@nclack.k12.or.us>, tory.mcvay@onpointcu.com, board@nclack.k12.or.us, Jena Benologa <jena.benologa@nclack.k12.or.us>, Mark Moser <moserma@nclack.k12.or.us>, Michelle Arko <arkom@nclack.k12.or.us>, William Ruehle <ruehle@nclack.k12.or.us>, jollee.patterson@millernash.com, Cindy Rochester <rochester@nclack.k12.or.us>, jesse.reschke@oregoned.org
Subject: Invitation: Executive Session - Grievance Hearing @ Thu May 27, 2021 5pm - 6:30pm (PDT) (gustovichs@nclack.k12.or.us)
Reply-To: Sandra Henderson <hendersons@nclack.k12.or.us>

You have been invited to the following event.

Executive Session - Grievance Hearing

5/6/2021

North Clackamas Schools Mail - CHS - ANHS Licensed Staffing Update



Steven Gustovich <gustovichs@nclack.k12.or.us>

CHS / ANHS Licensed Staffing Update

Reschke, Jesse <jesse.reschke@oregoned.org>
To: Steven Gustovich <gustovichs@nclack.k12.or.us>

Wed, Jan 13, 2021 at 4:34 PM

Steve,

Attached is the process agreed to for staffing at CHS and ANHS.

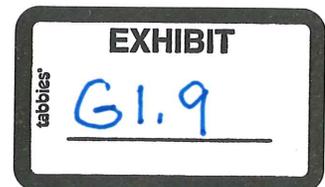
I will reiterate my questions to you from the previous email. Is there an upcoming meeting with you and Admin about the assignment? If so, are you planning to attend?

(Quoted text hidden)

 **NCSD_NCEA Adrienne C Nelson Draft Staffing Plan.pdf**
39K

Gustovich-000013

<https://mail.google.com/mail/u/0/?ui=ds&ui=ds&ui=ds&view=pt&search=all&permmsgid=msg-f53A1688820232887789715&siml=msg-f53A1688820232887789715>



Staffing Procedure for Adrienne C. Nelson High School

Adrienne C. Nelson High School is scheduled to open in the fall of 2021. Roughly half of the students currently in the Clackamas High School boundary will transition to Adrienne C. Nelson High School over a two year period. Grades 9, 10, and 11 will attend their home/boundary high school in 21/22 with 12th graders maintaining the ability to choose attendance between CHS and ANHS for 21/22. As a result, there is a reduction in staffing anticipated at Clackamas at the same time a need is created at Adrienne C. Nelson. Because of this, it is necessary to develop a plan to address the movement of staff from one building to another.

Staffing procedures for the 21/22 school year and the opening of Adrienne C. Nelson will be based on the following commitments:

- Maintaining opportunities/programs for students which are dependent on specific skills, training and qualifications of teachers (AP, Dual Credit)
- Providing similar core content offerings at both schools
- Providing choice and including the voice of current staff
- Use of the NCSD Equity Lens
- The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured.
- Contribution of an individual to a new school or existing school (i.e. dept head, advisors, committees, PLC leadership)
 - Determining specific teaching assignments based on the most complete information possible (i.e. determined after the transfer process and forecasting are complete)
 - Staffing in a timeframe that allows for an active planning team
 - Maximizing the number of in-building athletic coaches

- Staffing a full athletic program
- Minimizing the number of staff who are split between sites
- The opportunity/ability to hire in a timely manner.
- Supporting staff with time to process and manage change
- Staffing by licensure/program and not specific course assignments
- Adherence to agreements between NCSD and NCEA

Procedures and Timing Members of NCSD and NCEA leadership teams will attend a staff meeting at Clackamas High School with the purpose of informing staff of the need to reduce FTE as a result of the opening of the new school and subsequent transfer of a significant portion of the CHS student population.

In an effort to elicit staff voice and preference, all licensed staff from CHS will have the opportunity to complete a survey indicating their preference for remaining at their current site or moving to ANHS. The survey will be intentional in seeking information that speaks to factors which influence a personal sense of belonging and community that a staff member would like considered based on their experiences. If a teacher elects not to complete the survey, this will be deemed a neutral preference with either outcome being desired. The survey will be open for a minimum of one week. Members of NCSD and NCEA leadership teams who are supporting this process will have the ability to access the survey results.

Each licensed staff member from CHS will have the opportunity for an in-person interview/meeting with a member of the District team involved in staffing decisions prior to a final decision being made. The desire for such will be communicated through the staff survey. The interview/meeting will serve as the process for additional input for both those seeking to transfer and those who are not.

Using the commitments above, a team of administrators will jointly determine which staff will be transferred and who will remain at their current site. This team will include,

at a minimum, the Director of Secondary Programs, principals impacted by the change and the Associate Director of HR responsible for licensed staffing.

Once the staffing decisions are made the District will notify NCEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process, as outlined in article 11.5 of the Collective Bargaining Agreement, will apply. Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the Collective Bargaining Agreement.

All staff will be notified whether they will be transferred in a timely and consistent manner. For individuals whose transfer is not consistent with their preferred outcome as expressed through submission of the survey, a meeting will be made available to discuss the reason(s) for such transfer. The member will be given the opportunity to ask questions regarding the proposed transfer and identify if additional time, compensation, or other relief is needed in preparation for this change. The meeting participants will include the affected member, NCEA and a member of the District team who made the staffing decision.

Once transfers have been determined and course offerings established, the principal of Adrienne C. Nelson will establish course specific assignments. They will take into account staff input, preference, experience and impact to the broader program when making this decision.

Resourc
es

Each staff member who is required to transfer will be provided with the following:

- Sixteen hours for packing at current site. This occurs outside of the current contract day and is compensated via a time card at curriculum rate.
- Sixteen hours for unpacking at new site. This occurs outside of the current contract day and is compensated via a time card at curriculum rate.

If the employee feels additional time, compensation or other relief is needed for a change in grade level, the employee will consult with their supervisor.

Gustovich-000016

When the opening of Adrienne C. Nelson requires additional teacher work days beyond the regularly contracted number, and when the district mandates those days, unit members shall be paid for those days. All additional days shall be approved in advance by the superintendent and paid according to the following criteria:

- Duties which are not part of the unit member's job description and which are not included in the Standards of Competent Performance for Teachers shall be paid at the curriculum rate. These duties include, but are not limited to: packing, unpacking, moving materials and belongings, and taking down and setting up a classroom.
- Duties which are part of the unit member's job description and which are included in the Standards of Competent Performance for Teachers shall be paid at the individual unit member's per diem rate. These duties include, but are not limited to, activities associated with diagnosing, prescribing, or facilitating learning activities for students; the evaluation of students; developing positive student relationships and classroom management; and professional development.

Specialist
s

If the reduction of students at CHS results in a reduction of FTE for ELD or learning specialists the standard staffing process as outlined in Article 11.5 will be applied.

Staffing for the 22/23 school year: The full implications for staffing both Clackamas High School and Adrienne C. Nelson High School in 22/23 are not yet known based on the ability for 12th grade students to choose between schools for attendance in 21/22. It is anticipated that some additional reductions will be necessary at Clackamas High School as all students attend their home/boundary school starting in the 22/23 school year. Students will communicate their school of choice through a District designed process in the Fall of 2020. Once this information is known NCS and NCEA will review this plan and determine if updates are appropriate at that time.

Additional Considerations: Based on K-12 budgetary uncertainties at this time, it is important to note that the procedures outlined above for staffing Clackamas High School and Adrienne C. Nelson High School are intended to be applied after District-wide allocations are made/known. Should it be necessary to apply contractual

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processes for a reduction in force, this plan may be reviewed and updated as necessary.

Contract language for creating a staffing plan

11.9 Merger of Schools/Opening of New School

In the event of a closure of one school which results in the merging of those students into another school(s), or in the event of the opening of a new school which requires the movement of unit members from an existing school(s) to a new school, the District and the Association shall mutually develop a plan for movement of the unit members which will be consistent with this Article and Article 9 – Reduction in Force. This plan will be distributed to all affected members. When the merger of schools or the opening of a new school requires additional teacher work days beyond the regularly contracted number, and when the District mandates those days, unit members shall be paid for those days. All additional days shall be approved in advance by the superintendent and paid according to the following criteria:

- *Duties which are not part of the unit member's job description and which are not included in the Standards of Competent Performance for Teachers shall be paid at the curriculum rate. These duties include, but are not limited to: packing, unpacking, moving materials and belongings, and taking down and setting up a classroom*
- *Duties which are part of the unit member's job description and which are included in the Standards of Competent Performance for Teachers shall be paid at the individual unit member's per diem rate. These duties include, but are not limited to, activities associated with diagnosing, prescribing, or facilitating learning activities for students; the evaluation of students; developing positive student relationships and classroom management; and professional development.*

Language Surrounding this Grievance in the ANHS Staffing Plan

- *Once the staffing decisions are made the District will notify NCEA/OSEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process will apply (outlined in Article 11.5 of the NCEA CBA and 7.1 of the OSEA CBA). Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the NCEA CBA and 7.1 of the OSEA CBA.*

Cannady Elementary As The Recent Example/NCEA Agreed with this Staffing Plan:

- *Once the staffing decisions are made the District will notify NCEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process, as outlined in article 11.5 of the Collective Bargaining Agreement, will apply. Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the Collective Bargaining Agreement.*

Staffing Process for Adrienne C. Nelson High School

Context:

Adrienne C. Nelson High School is scheduled to open in the fall of 2021. Roughly half of the students currently in the Clackamas High School boundary will transition to Adrienne C. Nelson High School over a two year period. Grades 9, 10, and 11 will attend their home/boundary high school in 21/22 with 12th graders maintaining the ability to choose attendance between CHS and ANHS for 21/22. As a result, there is a reduction in staffing anticipated at Clackamas High School at the same time a need is created at Adrienne C. Nelson High School. Because of this, it is necessary to develop a plan to address the movement of staff from one building to another.

ANHS Staffing Timeline:

DATE	PROCESS	STAFF INVOLVED
10/14/2020	Hold a CHS staff meeting to inform staff about the process.	Nate Munoz, Greg Harris, NCEA, OSEA, Will Ruehle, Chelsi Reno
10/14/2020	Process email sent to classified and certified staff members. Email to include preference survey.	Greg Harris and Nate Munoz
10/30/2020	Preference survey due.	Classified and Certified Staff
11/2/2020 - 11/20/2020	In-person/virtual meetings will take place for staff who have indicated this as a desire.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle, NCEA/OSEA Leadership
11/20/2020	Begin ANHS transfer staffing process.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle
By 1/29/2021	Complete ANHS transfer staffing process. Notify staff regarding 2021-2022 assignments.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle
4/30/2021	Adjust staffing based on updated staffing allocation and notify impacted staff.	Greg Harris, Nate Munoz, Tammy O'Neill, Chelsi Reno, Will Ruehle

The staffing process for the opening of Adrienne C. Nelson High School for the 2021-2022 school year will be based on the following commitments for both CHS and ANHS:

- Maintain and grow an equitable array of opportunities and programs for students at both buildings, inclusive of programs which are dependent on specific skills, licensure, training, and qualifications (AP, ACC, World Language, BOC, and sheltered classrooms).
- Providing similar core content and support offerings at both schools.
- Providing choice and including the voice of current certified and classified staff.
- Use of the NCSD Equity Lens
- The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured.
- Contribution of an individual to a new school or existing school (e.g. dept head, advisors, committees, PLC leadership, and other involvement on school and/or District initiatives).
- Determining specific teaching assignments based on the most complete information possible (i.e. determined after the transfer process and forecasting are complete).
- Staffing in a timeframe that allows for an active planning team.
- Maximizing the number of in-building athletic coaches.
- Staffing a full athletic program.
- Minimizing the number of staff who are split between sites.
- The opportunity/ability to hire in a timely manner.
- Supporting staff with time to process and manage change.
- Staffing by licensure/program and not specific course assignments.
- Adherence to agreements between NCSD and NCEA/OSEA.

Procedures and Timing Details:

CHS Staff Meeting:

Principals of Clackamas High School and Adrienne C. Nelson High School will host a staff meeting on October 14th with the purpose of informing staff of the need to reduce FTE as a result of the opening of the new school and the subsequent transfer of a significant portion of the CHS student population. At this time, the process and timeline for this will be shared with CHS staff.

Process Email and Preference Survey:

In an effort to elicit staff voice and preference, all classified and certified staff from CHS will have the opportunity to complete a survey indicating their preference for remaining at their current site or moving to ANHS. The survey will be intentional in seeking information that speaks to factors which influence a personal sense of belonging and community that a staff member would like considered based on their experiences. If a teacher elects not to complete the survey, this will be deemed a neutral preference with either outcome being desired. The survey will be open for two weeks beginning immediately after the CHS staff meeting mentioned above. Members of NCSD and NCEA/OSEA leadership teams who are supporting this process will have the ability to access the survey results.

Staff Meetings:

Each certified and classified staff member from CHS will have the opportunity for an in-person/virtual meeting with a member of the District team involved in staffing decisions prior to a final decision being made. The desire for such will be communicated through the staff survey. The survey will provide the ability to communicate the desire to have NCEA/OSEA representation included in such a meeting. The meeting will serve as the process for additional input for both those seeking to transfer and those who are not.

ANHS Staff Transfer Process:

Using the commitments above, a team of administrators will jointly determine which staff will be transferred and who will remain at their current site. This team will include, at a minimum, the Director of Secondary Programs, principals impacted by the change and the Associate Directors of HR responsible for licensed and classified staffing.

Once the staffing decisions are made the District will notify NCEA/OSEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process will apply (outlined in Article 11.5 of the NCEA CBA and 7.1 of the OSEA CBA). Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the NCEA CBA and 7.1 of the OSEA CBA.

All staff will be notified whether they will be transferred by January 29, 2021. If that date needs to change, all staff will be notified. For individuals whose transfer is not consistent with their preferred outcome as expressed through submission of the survey, a meeting will be made available to discuss the reason(s) for such transfer. The member will be given the opportunity to ask questions regarding the proposed transfer and identify if additional time, compensation, or other relief is needed in preparation for this change. The meeting participants will include the affected member, NCEA or OSEA and a member of the District team who made the staffing decision.

Once transfers have been determined and course offerings established, the principal of Adrienne C. Nelson will establish course specific assignments. They will take into account staff input, preference, experience and impact to the broader program when making this decision.

ANHS PE Staff

Male	Staff	Indicated a strong preference for ANHS, so we were able to honor that preference.
Female	Staff	Indicated a neutral preference for ANHS as well as a desire for leadership in the department.
Gustovich	Steven	With only bringing over three staff from CHS, we saw the need to balance experience between the two buildings. We saw a greater need for PE at ANHS in the first year and Mr. Gustovich only has a PE endorsement

CHS PE/Health Staff

Female	Staff	Head coach We wanted to make sure we maintained a full-time female teacher at each building if possible for supervision.
Male	Staff	Current department chair for CHS, so we did not want to pull from this leadership role.
Female	Staff	ANHS did not have a .83 position, so we kept her at CHS.
Male	Staff	We saw a greater need for more Health at CHS so we kept this member with a Health endorsement, they are also a coach at CHS.

January 5th, 2021

Steven,

I am sending you this letter in response to your concerns regarding your transfer to Adrienne C. Nelson High School for the 2021-22 school year. This letter is in addition to a follow up meeting that will take place this Friday at 4:00pm. The following is a written explanation of the reasoning behind our decision.

Although seniority is usually used as a definitive method for determining movement, this process, because it is a result of opening a new school, is different as outlined in the contract. For this process, we developed the Staffing Process in coordination with NCEA/OSEA. This process outlines commitments that inform the movement of staff that take more aspects into account. For your move, here are the notable commitments that came into play:

- *The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured. (your expertise was needed at ANHS to balance experience, This is the primary reason)*
- *Determining specific teaching assignments based on the most complete information possible. (Because you do not have a health endorsement, we needed to place you where more PE was needed).*

In addition to this I know that some language in the staffing plan needs clarification. The language around when article 11.5 will apply,

Once the staffing decisions are made the District will notify NCEA/OSEA of all changes, indicating which, if any, reflect a transfer which was not the preferred outcome expressed by an individual through submission of the survey. Should the need for reductions remain following the initial volunteering process, the involuntary transfer process will apply (outlined in Article 11.5 of the NCEA CBA and 7.1 of the OSEA CBA). Staff who volunteer to transfer but are not selected will not be granted another opportunity to volunteer. However, they retain the right to apply for vacancies as outlined in article 11.2 of the NCEA CBA and 7.1 of the OSEA CBA.

The process of article 11.5 would be carried out if reductions in force is needed because of a shift in budget allocations. Meaning we would use article 11.5 if a budget shift caused the District to have to cut a teacher after the transfer process took place. It would not be invoked in this situation because all the teachers at CHS are currently teaching at either CHS or ANHS next year. If a teacher was going to be cut from either of these schools for the 2021-22 school year then we would use the language in article 11.5 for that cut.

Sincerely,



Will Ruehle
Associate Director of Human Resources

Board/NCEA Agreement 2018-2021

NCEA GRIEVANCE FORM

<u>Steven Gustovich</u>	<u>PO Box 482 Oregon City, Or 97045</u>	<u>503-657-6863</u>
Name of Grievant(s)	Address	Phone#

Definition of a Grievance "Grievance shall mean a complaint by an employee or a group of employees: (1) That there has been to him/her (or them), a violation of inequitable application of any provision of the contract or, (2) That he/she (or they) has/have been treated inequitably by reason of an act or condition which is contrary to established school board policy or practice grieving or affecting employees."

Please state explicitly the nature and extent of the problem

The involuntary transfer of Steven Gustovich to Adrienne C. Nelson High School for the 2021-2022 school year and beyond.

Please state present rule, policy, or regulation in the school district that has been violated

The Staffing Process document for Adrienne C. Nelson High School. Article 11.5, 1.2c and 6.1 of the Collective Bargaining Agreement between NCEA and the District. Any other articles deemed relevant.

Other persons qualified to give additional information relative to the problem

No one at this time.

What decision would you believe is fair and equitable?

Steven Gustovich placement would remain at Clackamas High School for the 2021-22 school year and beyond.

What steps have been taken so far in trying to resolve this grievance?

--Meeting with Nate Munoz, Greg Adams and Will Ruehle.
--Level 1 Grievance with Nate Munoz and Will Ruehle on 1/22/21. The Association made an offer to solve the grievance and the offer was rejected by the district. Therefore, the grievance has been reduced to writing.

Chrochester 2/22/21
Designated Representative Date

Steven Gustovich 2/22/21
Grievant(s) Signature Date

Grievance Breakdown

Contract Violation

Article 11.5:

In the event that a unit member needs to be involuntarily transferred, the following process will be considered when adhering to least disruptive. The unit manager will determine the grade level/department that will be affected. The following will be considered:

The least senior member at the affected grade level or department will be the person involuntarily transferred unless a more senior member volunteers to leave or the least senior member qualifies for one of the following:

Mr. Gustovich's Claim:

Mr. Gustovich believes that he should not have been placed at ANHS because he has the most seniority in the department.

District Response:

The District's response is that they have not violated this part of the contract in placing Mr. Gustovich at Adrian C Nelson Highschool for the 2021-22 school year. Although seniority is used as a determining factor in teacher movement during involuntary transfers, Article 11.9 states that when a Merger of School/Opening of New school, the District and NCEA will work in partnership to develop a staffing placement process (Staffing Process for ANHS). This process outlines commitments that inform the movement of staff, and those commitments take into account additional factors outside of seniority. For Mr. Gustovich's placement, the factors that informed the District's decision were:

- The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured.
- Determining specific teaching assignments based on the most complete information possible.

The staffing plan also stated, should the need for reductions remain following the initial volunteering process, the involuntary transfer process will apply (outlined in Article 11.5 of the NCEA CBA and 7.1 of the OSEA CBA). However, the process of article 11.5 would be carried out if reductions in force was needed because of a shift in budget allocations. This means the District would use article 11.5 if a budget shift caused the District to cut a teacher after the placement process took place. All the teachers at CHS are currently teaching at either CHS or ANHS next year. If a teacher was going to be cut from either of these schools for the 2021-22 school year, we would then use the language in article 11.5 for that reduction.

NCEA executive officers went through the staffing plan and staffing decisions with the staffing team and in cases in which people did not get their preferred school, asked the staffing team to justify their decision based on the staffing plan. HR presented a rationale for the decision that met the criteria designated in the staffing plan. NCEA executive officers accepted the rationale presented.

Additionally the existence of 11.9 demonstrates that 11.5 can't be used for all staffing shifts. If it could the contract would not make the exception of 11.9 for the merger of School/Opening of new school.

The Language of 1.2 C:

To the extent that this agreement is inconsistent with any policy, practice, committee decision or action by a committee under the jurisdiction of the Board, or other decision by a person or persons under the jurisdiction of the Board, the agreement shall control.

Mr. Gustovich's Claim:

Mr. Gustovich believes that the school District violated this language because the staffing plan and my placement letter were inconsistent with the NCEA contract.

District Response

The District response is that they did not violate article 1.2 C in sending him a letter to inform him of the reasoning behind his placement at ANHS. As explained above, his placement at ANHS was in accordance with the plan that was created by the District and NCEA to staff ANHS. That plan does not violate article 1.2 C because its creation is outlined in article 11.9. By creating a staffing plan in partnership with NCEA, the District has followed through with the contractual obligations bargained surrounding the merger of school/opening of a new school. This plan and our clarification about the reasoning of Steve's placement are not inconsistent with the agreements of the contract.

The Language of 6.1

No unit member shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or terminated as a result of disciplinary action without just cause. Any such action(s) shall be based on information that has been reported to the unit member and can be substantiated. All information forming the basis for disciplinary action will be made available to the unit member and to the Association. If a unit member is suspended prior to expiration of his/her contract, the unit member shall receive salary of no less than the first five days of the suspension period. Section 6.1 does not apply to probationary employees who are nonrenewed for evaluative reasons at the end of an annual contract (See Section 6.3).

Mr. Gustovich's Claim:

Mr. Gustovich believes that this transfer is in retaliation for a settlement agreement that was filed against the District 15 year ago.

District Response

The District response is there has been no violation of article 6.1 in placing Mr. Gustovich at ANHS. Mr. Gustovich has not been denied any professional advantage by his placement to ANHS. The agreement from 15 years ago is not a disciplinary action. This document has not been retained in his personnel file, nor did any decision makers of the staffing process plan have access to this document.

Solutions

Mr. Gustovich's Suggested Equitable Solution

Mr. Gustovich believes an equitable solution would be to remain at CHS. Mr. Gustovich believes another equitable solution would be for him to be .5 at ANHS and .5 and CHS. Along with this he should get an agreement to be the DJ at the dances for both schools.

District Response

The District will continue with Mr. Gustovich's placement at ANHS for the 2021-22 school year, finding that in no way that placement violates the NCEA contract.



District's Level 3
Presentation of Steven
Gustovich's Grievances



Grievances

- Grievance No. 1 dated February 22, 2021 (the “February 2021 Grievance”): “The involuntary transfer of Steven Gustovich to Adrienne C. Nelson High School for the 2021-2022 school year and beyond.”
- Grievance No. 2 dated April 1, 2021 (the “April 2021 Grievance”): “The contract was violated on January 22, 2021, at a Level I grievance hearing regarding Steve Gustovich’s involuntary transfer to Adrienne C. Nelson High School for the 2021/2022 school year” because, among other things, the District’s Associate Director of Human Resources (“ADHR”) attended the Level 1 hearing.

The February 2021 Grievance

Relevant Articles of CBA Between District and North Clackamas Education Association

- Article 11.9:

“In the event of a closure of one school which results in the merging of those students into another school(s), or in the event of the opening of a new school which requires the movement of unit members from an existing school(s) to a new school, the district and the Association shall mutually develop a plan for movement of the unit members which will be consistent with this Article and Article 9 – Reduction in Force. This plan will be distributed to all affected members. When the merger of schools or the opening of a new school requires additional teacher work days beyond the regularly contracted number, and when the district mandates those days, unit members shall be paid for those days. All additional days shall be approved in advance by the superintendent and paid according to the following criteria:

“A. Duties which are not part of the unit member’s job description and which are not included in the Standards of Competent Performance for Teachers shall be paid at the curriculum rate. These duties include, but are not limited to: packing, unpacking, moving materials and belongings, and taking down and setting up a classroom.

“B. Duties which are part of the unit member’s job description and which are included in the Standards of Competent Performance for Teachers shall be paid at the individual unit member’s per diem rate. These duties include, but are not limited to, activities associated with diagnosing, prescribing, or facilitating learning activities for students; the evaluation of students; developing positive student relationships and classroom management; and professional development.”

Relevant CBA Articles

- Article 11.5:

“A. An involuntary transfer can occur for multiple reasons, including but not limited to the following:

“1. A substantial reduction in the funds available to the Board, or expenses exceed available funding.

“2. The discontinuance of a particular type of teaching service.

“3. The expansion of a particular type of teaching service.

“4. A change in pupil enrollment (school) (district).

“5. A reduction in building staff size (change in Title status).

“6. Boundary changes.

“7. School opening or closing. ”

Relevant CBA Articles

- Article 6.1:

“No unit member shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or terminated as a result of disciplinary action without just cause. Any such action(s) shall be based on information that has been reported to the unit member and can be substantiated. All information forming the basis for disciplinary action will be made available to the unit member and to the Association. If a unit member is suspended prior to expiration of his/her contract, the unit member shall receive salary of no less than the first five days of the suspension period.”

Relevant CBA Articles

- Article 1.2.C:

“To the extent that this agreement is inconsistent with any policy, practice, committee decision or action by a committee under the jurisdiction of the Board, or other decision by a person or persons under the jurisdiction of the Board, the agreement shall control.”

Remedy Review of the February 2021 Grievance

- Mr. Gustovich's Proposed Solution No.1: Mr. Gustovich believes an equitable solution would be to remain at Clackamas High School ("CHS").
- Mr. Gustovich's Proposed Solution No. 2: Mr. Gustovich believes another equitable solution would be for him to be .5 at ANHS and .5 at CHS. Along with this he should get an agreement to be the DJ at the dances for both schools.
- The District's Response: The District will continue with Mr. Gustovich's placement at ANHS for the 2021-22 school year, because that placement does not in any way violate the collective bargaining agreement.

District's Position Regarding the February 2021 Grievance

- If the District were to move Mr. Gustovich, the District would violate the following staffing commitment agreed to by the District and NCEA in the Staffing Process for Adrienne C. Nelson High School (“ANHS”):
 - Maximizing the number of in-building athletic coaches
 - The establishment of a school staff which reflects balanced experience, a wide breadth of knowledge and expertise and provides opportunity for new experience to be nurtured.
 - Determining specific teaching assignments based on the most complete information possible (i.e., determined after the staffing process and forecasting are complete).

District's Position Regarding the February 2021 Grievance

- This is the result of, among other things, a misinterpretation of the contract.
- Throughout this process the District has worked closely with NCEA leadership. At no point in this process has NCEA leadership communicated that the District violated the contract or the Staffing Process for ANHS.
- If the District were to undo Steve's placement, this change would put into question *all of the placements* that were made using the Staffing Process for ANHS.

The April 2021 Grievance

Relevant Articles of CBA Between District and North Clackamas Education Association

- Article 4.3: “[T]he grievant has 20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative.”

Relevant CBA Articles

- Article 4.2.C: “There shall be no restraint, interference, discrimination, or reprisal exerted on a unit member concerned with the resolution of grievances.”
- Article 4.2.K: “Grievants may be represented at all stages of the Procedure by themselves or may determine their own representatives, which at their option may be the Association. The Association shall have the right to be present and to state its view at all stages of the Procedure.”

Relevant CBA Articles

- Article 1.4: “It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and contractual activities of its employees, except as limited by this agreement and applicable state and federal law.”

Remedy Review of the April 2021 Grievance

- Mr. Gustovich's Proposed Solution No. 1: Will Ruehle will not attend Level 1 grievance hearing unless the grievant and his/her representative agree that he may attend.
- The District's Response: Arguing that the ADHR should not be allowed to attend a Level 1 grievance meeting would alter the contract. This could only be done through the bargaining process.

Remedy Review of the April 2021 Grievance

- Mr. Gustovich's Proposed Solution No. 2: Will Ruehle, the ADHR, will communicate only to the grievant's designated representative if he is involved in the grievance process.
- The District's Response: If the ADHR attempted to exclude the Association from its communications with the grievant and his selected representative, the District would be violating Article 4.2.K of the contract.

Remedy Review of the April 2021 Grievance

- Mr. Gustovich's Proposed Solution No. 3: Will Ruehle, the ADHR, will be directed to cease and desist from violating the contract.
- The District's Response: The ADHR did not violate the contract in anyway during the January 22nd meeting. At no point in this grievance procedure or in the handling of the January 22nd meeting has NCEA leadership communicated that the ADHR has violated the contract.

District's Position Regarding the April 2021 Grievance

- The District continues to hold that no part of the meeting on January 22nd violated the contract.
- A member of NCEA leadership was at the January 22nd grievances meeting. At no point has NCEA leadership communicated to the District that any part of the meeting on January 22nd violated the contract.
- The conclusion of the Level 2 Committee hearing on this grievance stated that the District did not violate the contract. In addition, the Level 2 Committee also stated the Level 1 meeting did not cause any harm to Mr. Gustovich.

Subject: Fwd: Appeal to Level 3



Mark Moser <moserma@nclack.k12.or.us> Fri, May 28, 1:09 PM (5 days ago)

to Resendiz Gutierrez, IvÃ¡n



You are viewing an attached message.

North Clackamas Schools Mail can't verify the authenticity of attached messages.

----- Forwarded message -----

From: **President NCEA** <pres@ncea12.org>

Date: Fri, May 14, 2021 at 1:59 PM

Subject: Re: Appeal to Level 3

To: Cindy Rochester <rochester@nclack.k12.or.us>

Cc: Libra Forde <libra.forde@nclack.k12.or.us>, Orlando Perez <orlando.perez@nclack.k12.or.us>, Jena Benologa <jena.benologa@nclack.k12.or.us>, Tory McVay <tory.mcvay@nclack.k12.or.us>, Kathy Wai <kathy.wai@nclack.k12.or.us>, <mitzi.bauer@nclack.k12.or.us>, <steven.schroedl@nclack.k12.or.us>, Sandra Henderson <hendersons@nclack.k12.or.us>, Matt Utterback <utterback@nclack.k12.or.us>, Mark Moser <moserma@nclack.k12.or.us>, William Ruele <ruehle@nclack.k12.or.us>, Jesse Reschke <jesse.reschke@oregoned.org>, NCEA President <President@ncea12.org>, NCEA VP <VP@ncea12.org>, Michelle Arko <arkom@nclack.k12.or.us>, Steven Gustovich <gustovich@nclack.k12.or.us>

All,

As a point of clarification, I would like to remind everyone that *The Association* is defined contractually (article 1.1.D) as the elected officers of NCEA. In both upcoming Level 3 hearings, Mr. Gustovich and his representative, Cindy Rochester, are appealing the results of the Level 1 and 2 grievances, not The Association. While The Association is not party to these appeals, The Association does support Mr. Gustovich's right to work through the grievance process as outlined in article 4 of the Collective Bargaining Agreement.

Respectfully,

Melinda Ryan

(she/her/hers)

President

North Clackamas Education Association

503-653-1197

8800 SE Sunnyside Road Suite 121 S

Clackamas, OR 97015

On Thu, May 6, 2021 at 8:32 PM Cindy Rochester <rochester@nclack.k12.or.us> wrote:

May 6, 2021

Libra Forde. Board Chair

North Clackamas School District

Dear Madame Board Chair,

Attached please find a grievance filed on behalf of Steve Gustovich, who is a teacher in North Clackamas School District. The grievance pertains to violations of the grievance procedure that occurred during a Level One (Unit Level) grievance hearing.

The grievance has been processed and denied at Level I, and Level II. Accordingly, Mr. Gustovich and the Association are appealing the grievance to Level III-Board Level.

In addition, we are proposing that this grievance be heard by the Board at the March 27 Board Hearing along with Mr. Gustovich's grievance over his involuntary transfer to Nelson High School.

Thank you in advance for your attention to this matter. I look forward to hearing from you.

Sincerely,

Cindy Rochester

NCEA Grievance Representative

503-407-1315

On Wed, Apr 21, 2021 at 5:18 PM Cindy Rochester <rochester@nclack.k12.or.us> wrote:

Libra Forde, Board Chair
North Clackamas School District

Dear Madame Board Chair,

I am acting on behalf of Steve Gustovich as his designated representative. Attached please find a grievance filed on behalf of Steve Gustovich, who is a teacher in North Clackamas School District. The grievance pertains to Mr. Gustovich's involuntary transfer to Nelson High School for the 2021/2022 after 29 years as a PE teacher at Clackamas High School.

The grievance has been processed and denied at Level I and Level II. Accordingly, Mr. Gustovich and the Association are appealing the grievance to Level III-Board Level.

Please contact me so that we can arrange for a Board hearing date and a time that is mutually agreeable to both parties.

Thank you in advance for your attention to this matter. I look forward to hearing from you. My cell phone is 503-407-1315

Sincerely,

Cindy Rochester

NCEA Grievance Representative

--

Cindy Rochester
CHS Math Teacher

[Rochester's Website](#)

[Office Hours Sign up](#)

--

Cindy Rochester

CHS Math Teacher

[Rochester's Website](#)

[Office Hours Sign up](#)





Agenda

North Clackamas School Board Hearing
Wednesday, June 9, 2021 - 5:30 PM
Board Room/Zoom
12400 SE Freeman Way
Milwaukie, OR 97222

Due to the coronavirus state-wide restrictions and in keeping with the efforts of social distancing to reduce the spread of the coronavirus, the meeting of the North Clackamas School Board will be conducted in person BUT LIMITED to only Board Members, legal counsel, and a few staff.

Times listed on the agenda below are only estimates and may be adjusted.

FIRST GRIEVANCE HEARING

- 5:30 Call to Order - Review Ground Rules
- 5:35 Grievant's Counsel Presents Argument
- 5:45 District Counsel Presents Argument
- 5:55 Grievant's Counsel Presents Rebuttal/Closing Statement
- 6:00 District Counsel Presents Rebuttal/Closing Statement
- 6:05 Board Questions
- 6:20 Close Hearing on First Grievance - Board Deliberations

EXECUTIVE SESSION - TENTATIVE

Convened under Oregon Laws ORS 192.660 (2)(h).

NOTICE TO MEDIA: In accordance with ORS 192.660(3) media representatives must be excluded when student matters are discussed and all other matters discussed in Executive Session must remain undisclosed.

- 6:30 Board Votes on First Grievance

SECOND GRIEVANCE HEARING

- 6:35 Open Hearing on Second Grievance
- 6:35 Grievant's Counsel Presents Argument
- 6:45 District Counsel Presents Argument
- 6:55 Grievant's Counsel Presents Rebuttal/Closing Statement
- 7:00 District Counsel Presents Rebuttal/Closing Statement
- 7:05 Board Questions
- 7:20 Close Hearing on Second Grievance - Board Deliberations

EXECUTIVE SESSION - TENTATIVE

Convened under Oregon Laws ORS 192.660 (2)(h).

NOTICE TO MEDIA: In accordance with ORS 192.660(3) media representatives must be excluded when student matters are discussed and all other matters discussed in Executive Session must remain undisclosed.

- 7:30 Board Votes on Second Grievance
- 7:35 Adjourn



Jollee Faber Patterson
jollee.patterson@millernash.com
503.205.2390 (direct)

May 26, 2021

VIA E-MAIL

randy@elpnw.com

Mr. Randy J. Harvey
Employment Law Professionals
21887 SW Sherwood Blvd., Suite B
Sherwood, OR 97140

andrew@elpnw.com

Mr. Andrew T. Mittendorf
Employment Law Professionals
21887 SW Sherwood Blvd., Suite B
Sherwood, OR 97140

Subject: Steve Gustovich Grievance Hearings – Level Three

Dear Mssrs. Harvey and Mittendorf:

The North Clackamas Board of Education will hear Mr. Gustovich's two Level Three Grievances on June 9th starting at 5:30 p.m. This letter sets out the hearing schedule, process, and ground rules for the hearing.

The grievance hearings will be held in public session, although the Board will have the option to go into executive session during its deliberations on the grievances in order to consult with legal counsel. The Board will be in person, and all attendees (including Mr. Gustovich, his counsel and any witnesses) will appear remotely. I will send you the link for your remote appearance separately.

Please send any documents that you wish the Board to consider as background to Sandra Henderson at hendersons@nclack.k12.or.us no later than **10:00 a.m. on Wednesday, June 2.**

For each grievance hearing, you will have 10 minutes to present Mr. Gustovich's case and then five minutes for rebuttal/closing. The District's case will be presented by Iván Resendiz Gutierrez and the District will have the same amount of time to present its case. The schedule for the first grievance will be approximately as follows:

- 5:30: Board Chair will open the hearing on the first grievance and review ground rules and time limits (5 minutes)
- 5:35: Grievant's counsel presents argument (10 minutes)
- 5:45: District's counsel presents argument (10 minutes)
- 5:55: Grievant's counsel presents rebuttal/closing statement (5 minutes)
- 6:00: District's counsel presents rebuttal/closing statement (5 minutes)

California
Oregon
Washington

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Mr. Randy J. Harvey
Mr. Andrew T. Mittendorf
May 26, 2021
Page 2



- 6:05: Board has the opportunity to ask any questions of grievant/District (up to 15 minutes)
- 6:20: Board closes the hearing on the first grievance and goes into deliberations
 - Board may go into executive session for consultation with legal counsel
- Following deliberations, the Board will vote on the grievance.

The Board will then follow the same sequence for the second grievance.

As indicated above, the Board will vote on each grievance. In accordance with the Collective Bargaining Agreement, Section 4.3, the parties will receive a written decision within 15 working days after the hearing.

Following are expectations regarding the hearing process:

- Please limit your presentation to facts relevant to the grievance.
- You may present witnesses during your ten minute presentation of your case, but you will not be given any additional time beyond ten minutes. You may also provide witness statements as background for the Board.
- There will not be an opportunity for cross examination of any witnesses presented by the other side.
- In your presentation, please address the Board as a whole; do not address your presentation to any specific Board member.
- All participants are expected to respect the time limits set forth above.
- All participants will be respectful of the Board and other presenters and witnesses. No personal attacks or disrespectful conduct will be tolerated.
- Board members will provide questions to the Chair, and the Chair will ask all questions.

Please let me know if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads 'Jollee Faber Patterson'.

Jollee Faber Patterson

**Level 2 Grievance
May 4, 2021**

Part 1: Grievance Timeline Review

Part 2: Grievance Breakdown

Part 3: Remedy Review

Part 4: Conclusion

Part 1: Grievance Timeline Review

Grievance Timeline

- **January 22, 2021:** Previous Level 1 grievance was heard. In attendance were Steve Gustovich, Cindy Rochester, CHS Principal Nate Munoz, Association HR Director Will Ruehle
- **February 8, 2021:** the District responded to the previous Level 1 grievance, later that day Mr. Gustovich filed a new level 1 grievance for January 22nd meeting
- **February 23, 2021:** Level 1 grievance meeting took place on. In attendance Mr. Gustovich, Ms. Rochester, Mr. Munoz, Mr. Ruehle
 - Suggested resolution: Mr. Ruehle no longer sends emails to Mr. Gustovich, only to Ms. Rochester. Mr. Ruehle can not attend any future level 1 grievance meetings. The District was unable to agree to this resolution, also the district does not believe the January 22nd meet was a violation of the contract.
- **April 5, 2021:** Mr Gustovich moved the level 1 grievance about the January 22nd meeting to a level 2.

Part 2: Grievance Breakdown

Grievance Break Down Article 4.3

Article 4.3: "the grievant has 20 working days to initiate discussion with the principal or immediate supervisor individually or accompanied by a grievance representative."

Mr. Gustovich Response

- Will Ruehle unilaterally made decision to attend
- Will Ruehle sought to dominate control of level 1 through creating invitation in google and creating the agenda
- Will Ruehle spoke on behalf of district

District Response

- District Response 1: Article does not exclude any administrator from being at a level 1 meeting.
- District Response 2: Past practice, HR administrator has been present at level 1 grievance meeting.
- District Response 3: When a new school opens, it is the responsibility of Human Resources to meet with the Association and create a staffing plan for a new school. HR is then responsible for implementing this plan and the collective bargaining agreement is complied with. The role of the Principals at the current school and the new school was to make recommendations of staff placements and HR's role was to implement. If the goal of level 1 grievance was to address concerns with Mr. Gustovich's placement, the HR Associate Director would have to be in the meeting.
- District Response 4: Nothing in Article 4.3 (or 4.2) limits the District's ability to schedule the level 1 grievance meetings or set agendas for a level 1 grievance meeting.
- District Response 5: The remedy put forth for this grievance would violate the contract by creating a situation where the District would be negotiating with an individual member rather than the Association.

Also if the remedy is asking the District to not allow HR to attend any Level 1 grievance this would need to be bargained with the Association.

- District Response 6: Grievance denies the District's rights found in Article 1.4 by claiming that the District cannot choose who to attend a meeting. This has a direct impact on its rights under the contract.

"It is recognized that the Board has, and will continue to retain, the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and contractual activities of its employees, except as limited by this agreement and applicable state and federal law..."

Grievance Break Down Article 4.2.C

Article 4.2.C: "There shall be no restraint, interference, discrimination, or reprisal exerted on a unit member concerned with the resolution of grievances."

Mr. Gustovich Response

- Will Ruehle sought to dominate control of level 1 through creating invitation in google and creating the agenda
- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair)
- Ms. Rochester repeatedly informed Will Ruehle any communication regarding the grievance be directed to her. Will Ruehle directed communication to both Ms. Rochester and Mr. Gustovich.

District Response

- District Response 1: Will Ruehle's attendance at the level one meeting does not represent restraint or interference with this grievance because Will Ruehle approved all placement decisions that were made in the carrying out of the new school staffing plan.
- District Response 2: Will Ruehle didn't restrain, or interfere with this process by inviting the NCEA Grievance Chair. If he had not informed NCEA leadership about the grievance he would have violated Article 4.2 K "The Association shall have the right to be present and to state its view at all stages of the (grievance) procedure.
- District Response 3: Past practice, HR administrator has been present at level 1 grievance meeting.
- District Response 4: Mr. Ruehle sending communications to both Mr. Gustovich and Ms. Rochester does not violate the contract.
- District Response 5: The District stance is that there was no restraint, interference, discrimination or reprisal directed at Mr. Gustovich in the Level 1 meeting. In Addition, NCEA leadership has not communicated to the district that any restraint, interference, discrimination or reprisal was directed at Mr. Gustovich in the Level 1 meeting.

Grievance Break Down Article 4.2.K

Article 4.2.K: "Grievants may be represented at all stages of the procedure by themselves or may determine their own representatives, which at their option may be the Association. The Association shall have the right to be present and to state its view at all stages of the procedure."

Mr. Gustovich Response

- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair)
- On two different occasions Will attempted to choose Mr. Gustovich's representative.

District Response

- District Response 1: Mr. Gustovich’s representative was copied on all grievance communication and invited to all grievance meetings. At no point did the District limit Ms. Rochester’s involvement in the grievance process. The language above allows for the Association to be present at level 1.
- District Response 2: Article 1.1 D defines Association, “shall mean its president and his/her cabinet of officers in an all-member election.” Mr. Gustovich’s selected representative would not fit the definition of Association. Per the contract all communication about Mr. Gustovich’s grievance would be communicated with the contractually defined Association’s leaders.
- District Response 3: If the grievant is concerned with the Association attending level 1 meeting then they should take that up with the Association. The purpose of a grievance is to allow a member to appeal a decision of the District, not the Association.
- District Response 4: Mr. Ruehle’s invitation of Michelle Arko at the level 1 meeting, and in communication with NCEA leadership about the grievance process, was not an attempt to choose Mr. Gustovich’s representative. Instead these actions were contractually required per Article 4.2.K. If Mr. Ruehle had not carried out these actions, NCEA leadership could put forth a grievance that he had not allowed the “Association” to be present at all levels of the grievance process.
- District Response 5: Grievance attempts to deny the District’s responsibility found in Article 1.2
 “The Board, pursuant to ORS 243.650, recognizes the Association as the sole and exclusive bargaining representative for all full-time teachers, part-time teachers, temporary teachers, counselors, career and technical education (CTE) licensed teachers, media specialists, licensed specialists, social workers, and nurses under contract to the Board.”

Part 3: Remedy Review

Remedy 1: Will Ruehle will not attend Level 1 grievance Hearing unless the grievant and his/her representative agree that he may attend.

- Stating that the Associate Director of HR would not be allowed to attend level 1 grievance meeting would alter the contract. This could only be done through the bargaining process.

Remedy 2: Will Ruehle will communicate only to the grievant’s designated representative if he is involved in the grievance process.

- If the Associate Director of HR attempted to exclude the Association from it’s communications with the grievant and his selected representative, the District would be violating Article 4.2.K of the contract.

Remedy 3: Will Ruehle will be directed to cease and desist from violating the contract.

- The District’s position is that Will Ruehle did not violate the contract in any way during the January 22nd meeting. At no point in this grievance procedure or in the handling of the January 22nd meeting has NCEA leadership communicated that Will Ruehle has violated the contract.

Part 4: Conclusion

Conclusion

- District continues to hold that no part of the meeting on January 22nd violated the contract
- A member of NCEA leadership was at the January 22nd meeting. At no point has that NCEA leadership communicated to the District that any part of the meeting on January 22nd violated the contract.

RECEIVED

APR - 5 2021

North Clackamas Schools
HR Dept.

Board/NCEA Agreement 2018-2021

NCEA GRIEVANCE FORM

<u>Steven Gustovich</u>	<u>PO Box 482 Oregon City, Or 97045</u>	<u>503-657-6863</u>
Name of Grievant(s)	Address	Phone#

Definition of a Grievance "Grievance shall mean a complaint by an employee or a group of employees: (1) That there has been to him/her (or them), a violation of inequitable application of any provision of the contract or, (2) That he/she (or they) has/have been treated inequitably by reason of an act or condition which is contrary to established school board policy or practice grieving or affecting employees."

Please state explicitly the nature and extent of the problem

The contract was violated on January 22, 2021, at a Level I grievance hearing regarding Steve Gustovich's involuntary transfer to Adrienne C. Nelson High School for the 2021/2022 school year. Will Ruehle, Associate Director of Human Resources for Licensed Staff, violated the contract when he did the following:

- Will Ruehle unilaterally made the decision to attend the Level I hearing. Three people should attend the Level I hearing, the grievant, the grievant's representative, the principal OR immediate supervisor. Will is none of these individuals.
- Will Ruehle sought to dominate and control the Level I grievance hearing. He issued the invitation, created an agenda that he expected the Association to follow and spoke on behalf of the District throughout the hearing.
- Will Ruehle unilaterally invited Michelle Arko (NCEA Grievance Chair) to the Level I grievance hearing.
- On two different occasions Will Ruehle attempted to choose Steve Gustovich's representative.
- Mr. Gustovich's NCEA Representative, Cindy Rochester, repeatedly informed Will Ruehle verbally and in writing that, as Mr. Gustovich's NCEA designated representative, any and all communication regarding the grievances should be directed to her. Will Ruehle directed communications to Ms. Rochester and Mr. Gustovich.

These violations were repeated at the Level I hearing for this grievance held on February 23, 2021 and are incorporated here in.

Please state present rule, policy, or regulation in the school district that has been violated

- Article 4, Grievance Procedure, Section 4.3 Level I
- Article 4, Grievance Procedure, Section 4.2, Subsection C
- Article 4, Grievance Procedure, Section 4.2, Subsection K
- Any other relevant Article

Other persons qualified to give additional information relative to the problem

NA

What decision would you believe is fair and equitable?

Will Ruehle will not attend Level I grievance hearings unless the grievant and his/her representative agree that he may attend.

Will Ruehle will communicate only with the grievant's designated representative if he is involved in grievance processing.

Will Ruehle will be directed to cease and desist from violating the contract.

Any other remedy deemed appropriate

What steps have been taken so far in trying to resolve this grievance?

Level I grievance hearing was held on February 23, 2021

Designated Representative

C. Rochester

Grievant(s) Signature

Steven R. Mustard

Date

4-1-2021