

Article 7 Employee Work Year

A. Standard Contract

The standard contract year for employees who have been previously employed in the District shall be one hundred eighty six (186) days. The standard contract year for new employees shall be one hundred eighty seven (187) days. Total instructional hours shall not exceed 101.714% (178/175) of the hours required by the state at any level. All days counted by the District toward the state required hours shall be counted toward the instructional hours total.

B. Distribution of Contract

The one hundred-eighty six (186) day contract period shall consist of:

1. One hundred seventy-~~two~~ four (174) (172) – Pupil Instruction days
These days shall include conference days that are counted toward the total state required instructional hours. Should the District schedule Proficiency Days, which are intended to provide students with opportunities to relearn or reattempt demonstration of knowledge of content standards, such days shall be included within the 172 pupil instruction days.
2. ~~Three (3) – Pupil instruction days and /or staff development days as determined by the school board.~~ If the District schedules conferences, then the District shall designate one (1) of these days ~~shall be designated~~ as a conference preparation day.
3. Four (4) – Staff development days
4. One (1) – Mid-Year Planning (K-12)
There shall be no required District and/or building staff meetings on this day. Building administration may disseminate a menu of options/topics for unit members to consider. These days are to be unit member directed and utilized by unit members to

enter/analyze data, prepare materials and/or lessons, and/or voluntarily meet with other unit members to collaborate.

5. One (1) – Fall pre-instructional work day
This day is to be used by members to prepare classrooms, materials, and lessons. There shall be no required District and/or building staff meetings on this day.
6. One (1) – Summer post-instructional day
This day is to be used by members to put away/organize classrooms, materials, and check out with administration. There shall be no required District and/or building staff meetings on this day.
7. Four (4) – Pupil evaluation and/or course development days
There shall be no required District and/or building staff meetings or duties on these days unless they have been mutually scheduled with the Association. These days are to be member-directed and utilized by members to grade/evaluate student work, enter/analyze data, prepare materials and/or lessons and/or voluntarily meet with other members to collaborate.

C. Calendar Development

Prior to winter break, the calendar committee, including at least three members appointed by the Association, shall establish the employee work year calendars, including the first and last employee contract days and the dates for winter and spring breaks for the following year. The Board shall take action on these dates in the month of February.

The proposed calendars, including instructional, grading, inservice and conference days, shall be given to the Association by April 1, of each year for the purpose of identifying negotiated days and receiving Association recommendations regarding non-negotiated days. The Association shall have at least two (2) weeks to review the calendars prior to adoption by the board.

Calendars for any alternative programs and calendars that operate beyond the regular school year shall be developed with staff involvement and be reviewed by the Association.

D. State Inservice Day

The State Inservice Day shall be a non-contract day. Any teacher directed in writing to attend a conference or workshop, or required to work by an administrator will be compensated in accordance with Article 22(d).

E. Early Release/Late Arrival

Early release and/or late arrival days for students may be designated by the District. These will be used for the purposes of staff development and/or training, application/implementation, collaboration, planning, or **collaborative** preparation of curriculum/lessons specifically tied to the staff development. **In months in which there are at four early release/late start days, one (1) early release/late arrival day per month shall be teacher-led in accordance with the developed building plan and for the purposes described above. Prior to the start of the school year,** The Administration and the Association will collaborate to plan the priorities, content and scheduling of these days. In addition, building administrators will create a process for collecting staff input and suggestions as to the content of such days, including opportunities for implementation. On early release days, any planned activities will not start until twenty (20) minutes after student dismissal. On late arrival days, any planned activities will end fifteen (15) minutes prior to the start of school.

Article 9 Teaching Hours

A. Length of Workday

The workday for full-time ~~employees~~ unit members shall be eight (8) hours Monday through Thursday and seven and one-half (7½) hours Friday.

1. Individual school hours for ~~classroom teachers~~ unit members may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the unit members in that building employees.
2. Specialists' hours may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the department supervisor and the specialist.
3. Individual ~~teachers~~ unit members may establish flexible work schedules by meeting with the building administrator.
4. Individual school hours may be adjusted to accommodate schedule changes (e.g. early release/late start) provided such adjustments are consistent with the contract and approved by the District and the Association.

B. Non-Pupil Contact Time

The ~~employee~~ unit member work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, preceded by a five (5) minute duty free passing time and immediately followed by an additional five (5) minute duty free passing time.
2. Preparation time:
Preparation time will be given in continuous, uninterrupted minutes with the exception of an emergency or an unavoidable interruption. Use of this time for preparation shall be determined by the ~~teacher~~ unit member.

Elementary Counselors and Specialists and grades K-5—**five (5) hours three hundred and thirty (330) minutes** per week (in sections of no less than thirty [30] minutes). Five (5) of the thirty- (30) minute sections shall fall within normal instructional time such as when students are released for PE, library, music or other scheduled programs. Representatives from the District and the Association will work together to resolve site-specific concerns about quality of program, consistency of program, preparation time, and coverage of preparation time.

Classroom Teachers grades 6-12 — one (1) class period section per day average for a “traditional” schedule. This period must be within the regularly scheduled classroom instruction time within a building. Specialists, including counselors, shall be provided with an equivalent total amount of preparation time within their schedules during which they will have no assigned student contact responsibilities. The scheduling of these preparation periods shall be mutually agreed upon by the unit member and the building administrator.

Preps for a secondary block schedule (A/B days) shall include one full block (sometimes referred to as a double period) on either the A or B day. On the other day, as much as half of the period may be assigned for other district or school needs (i.e. team prep, student supervision, etc.).

3. Elementary specialists shall have on an average a student contact day no longer than the average student contact day of other intermediate teachers. Elementary specialists who teach prior to or after the normal student contact day shall be given trade time within the student contact day. Such time shall count as trade time only if it is provided in at least thirty (30) minute blocks.
4. Counselors shall not have extra-duty assignments beyond those duties in the counselor job description or typically assigned to all teachers at their level. Prior to the start of school each year, the building administrator shall gather input from the counselor(s) assigned to the building prior to determining the counselor’s schedule for the year.

In the event a building administrator, after meeting with a representative(s) of the Association (per Section B.2.), requires a

counselor to cover a preparation period for a classroom teacher, then the content of these preparation coverage periods shall consist of counseling-related curriculum.

5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the unit members' teachers' responsibilities.
 6. Initial schedules (including staff start and stop times, student arrival and departure times, teacher transition and relief times, and teacher preparation times) shall be provided to ~~employees~~ unit members prior to the first student contact day of each school year. Each building administrator will be responsible for developing a schedule that ensures that members will be given an opportunity to attend to personal/health needs. This schedule will ensure that members have this opportunity at least once within a four-(4) hour period. The Association shall be ~~provided copies of the building schedules by the second week of school.~~
 7. ~~Teachers~~ Unit members who assume the responsibility for setting their own schedules or for designing a program must receive District approval each school year for the schedule or program design. And, in these cases, it shall be the individual ~~teacher's~~ unit member's responsibility to build appropriate prep time into their schedule.
 8. **If the District is utilizing a late start or early release schedule, unit members shall not be required to attend more than two (2) hours per month of all-staff faculty/staff meetings for the months of October through June. Faculty/staff meetings shall be defined as meetings held for the purpose of discussing general school/District business as opposed to meetings such as professional development/training, early release/late start time, inservice days, department meetings, and committee meetings. Time allocated for Association business shall not be included in the two hour limitation. Exceptions to this limit shall be made in the event of emergency circumstances.**
- ~~C. Block courses at high school level (grades 9-12)~~
In the event a block schedule is utilized at the high school level, the following provisions shall apply:

- ~~1. A team block assignment, which includes the teaching of three (3) courses in a core subject area (e.g. English, Social Studies, and Science) and one team prep period, will be classified as .5 FTE.~~
- ~~2. The teacher accepting this assignment will split team prep time with his or her own personal prep time as per Article 9, section B, number 2 of the contract. It will be up to each individual team in coordination with their administrator as to how this will work.~~
- ~~3. This is unique to the high school (grades 9-12) and any changes proposed by the District to the middle or elementary levels must first be negotiated with the Association.~~

CD. Number of Preparations

The District shall, whenever possible, without having to reduce a teacher's contracted number of periods, assign middle school and high school teachers to no more than three (3) different subject preparations.

A subject is defined as a specific course which requires a curriculum designed to meet the needs of the students enrolled in that class (i.e. English 9, English 11 and English 12 at the high school level and Advanced Math 7, General Math 7 and Remedial Math 7 at the middle school level). The District will only consider scheduling a teacher for more than three subject preparations after other reasonable options have been exhausted.

Whenever a teacher is scheduled to be assigned more than three preparations, he/she may request a meeting with the Executive Director of Human Resources, the principal and the Association for preview, input and discussion prior to the assignment.

DE. Parent Teacher Conferences

1. The time, provided for conferences within the work day, shall be sufficient to allow the teacher **unit member** to meet the district conferencing requirements based on class size. It is not intended that conference preparation time should be used for conferencing. Specific hours may vary according to individual parent/teacher requests with approval of the building administrators. Affected teachers **unit**

members may then schedule ~~comp~~ trade time within their conference week.

2. The building administrator may require teachers unit members to extend regular hours for up to four (4) hours during conference weeks for the purpose of conferences. Specific hours may vary according to individual parent/teacher requests. Affected teachers unit members may then schedule ~~comp~~ trade time within their conference week.

Article 14 Paid Leaves of Absence

Types of Leaves

Employees shall be entitled to the following leaves of absences with full pay each school year:

A. Personal Leave

1. When a unit member is absent because of emergencies or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, then the employer will allow the unit member up to three (3) days of personal leave, per year, non-cumulative, with the unit member to be paid her/his daily pay.
2. The principal or supervisor must be notified forty-eight (48) hours in advance except in the case of an emergency. Unit members need not disclose the nature of their personal business when requesting such leave.
3. No personal leave may be granted on days immediately before or after a school holiday or vacation period, nor on the opening day or closing day of the school year without prior approval, except as noted above.
4. Personal leave days shall be granted only in half ($\frac{1}{2}$) or full (1) day increments.
5. Members may choose to roll over one (1) day of unused personal leave into the next school year, for a maximum of four (4) days in any one year.

B. Cost of Substitute Leave

Each full-time employee is entitled to two (2) days per year for which the cost of the substitute is deducted from his/her salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular work day. In situations where the district feels it is warranted, additional cost of substitute days will be considered if such leave does not unduly disrupt the district's educational program.

C. **Sick Leave**

Employees Unit members who are absent because of personal illness or injury, ~~or pregnancy, or to care for an ill or injured member of the immediate family,~~ within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) and Oregon Family Leave Act (OFLA) **or for any other reason set forth in the Oregon sick time statute (ORS 653.611)** shall receive compensation ~~on account of sickness~~ during such absence in accordance with the following provisions:

1. All **employees unit members** working on 186 or 187 day contracts shall be granted ten (10) days sick leave during each school year, **employees unit members** working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said **employees unit members** on the first school day of the fall semester. ~~In case of~~ **For employees unit members** who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An **employee unit member** who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Each **employee unit member** shall be given a written accounting of his/her accumulated sick leave in their monthly payroll report.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the **employee's unit member's** attending physician or practitioner that injury or illness prevents the individual from work if requested by the Superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

All medical records, including verification provided to the District, shall be confidential.

6. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.
7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any employee **unit member** who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician but in no case for more than the balance of the school year.
9. **The sick leave benefits set forth in this section shall constitute a substantially equivalent program for purposes of satisfying the requirements of ORS 653.611.**

D. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide unit members with additional sick leave to bridge the time loss required by their own illness or injury or permanent or long-term incapacity **or the serious health condition of their child**, as defined by the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA), and their return to work when all of their available paid leave is exhausted.

1. Qualification: All unit members, who donate at least one sick day to and are a current enrollee in the Sick Leave Bank are qualified for access to the Sick Leave Bank.
2. Donation: On or before October 31st of each year, members not currently enrolled in the Sick Leave Bank may join by donating one (1) day of their accrued sick leave as long as that amount is in the member's accrued sick leave account. In the event the available number of donated days in the bank falls below two hundred (200), a donation period of thirty (30) days will be opened and current members of the bank shall be allowed to donate one (1) day of accrued and unused sick leave.

3. Sick Leave Bank Committee: The Association will create a Sick Leave Bank Committee which will be comprised of three (3) unit members. The Sick Leave Bank Committee will review applications from members at the District office, make grants from the bank, perform other duties as necessary to administer the bank, and work with the District to maintain accurate accounting of usage of the Sick Leave Bank. The District Human Resources Director shall be a non-voting member of the committee.
4. Use of the Sick Leave Bank: Qualified members (D.1) who wish to use the Sick Leave Bank must submit an application to the Sick Leave Bank Committee including a release authorizing the District to provide medical information to the committee. Applicants must submit a written statement from a physician or other health provider certifying an illness or injury which prevents the unit member from performing the duties of her/his job, or certifying a serious health condition on the part of the unit member's child. The committee may request from the District information on time-loss benefits or long-term disability received by the unit member, if applicable. A unit member shall be limited to the use of no more than forty-five (45) days from the sick leave bank in any twelve-month period for a sick child.
5. Notification: After reviewing a unit member's application, the Sick Leave Bank Committee will notify the applicant within five (5) working days after receipt of the application. The committee will notify the District Human Resources regarding the unit member's need to use days from the Sick Leave Bank and the number of days granted to the member. Payroll will process the days as instructed by the committee. The decision of the committee shall be final and not subject to appeal or grievance.
6. Records: The District shall keep records of leave available in the bank and sick leave awarded by the bank.

E. Legal Proceedings

Any employee unit member summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the employee unit member against the District. In a case initiated by the

employee unit member for the purpose of promoting the employee's unit member's business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the employee unit member receives for service, excluding money received for expenses for either jury duty or court appearances, shall be remitted to the District.

F. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the employee's unit member's employment shall not be charged totally against the employee's unit member's sick leave days. The District shall pay to such employee unit member the difference between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's unit member's salary. The District's obligation ends when the employee's unit member's sick leave days are exhausted.

G. Military Leave

In accordance with ORS 408.290, any employee unit member who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee unit member shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee unit member within ten (10) days following the request.

H. Extra Duty Assignments

~~District employees~~ Unit members shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

I. Bereavement

Employees Unit members shall be granted up to three (3) bereavement days for the death of each and any immediate family member (as defined in K. below). These days are in addition to and separate from the above mentioned personal days. These days are not cumulative from year to year. Employees shall be eligible for all other bereavement leave benefits as set forth in Oregon law.

- J. At the discretion of the Superintendent or designee, leaves may be extended.
- K. For the purposes of this article, immediate family shall include the employee's **unit member's** spouse, father, mother, son, daughter, brother, sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.