

Article 9 Teaching Hours

A. Length of Workday

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

1. Individual school hours for classroom teachers may be adjusted to accommodate needs, including required instructional hours, as determined by the building administrator with input from the 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 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 work-day schedule shall include:

1. Duty free lunch at all levels—minimum of a continuous thirty (30) minutes uninterrupted, ~~plus passing time of at least five (5) minutes~~ **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.

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Elementary **Counselor and Specialists** and grades K-5—five (5) hours 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 and preparation time.

Classroom Teachers Grades 6-12 — one 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.**

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 compensatory time within the student contact day. Such time shall count as compensatory non-student contact 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.
5. Job sharing assignments: The District will endeavor to assign preparation time on a basis that will equalize the teachers' responsibilities.

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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 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 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 responsibility to build appropriate prep time into their schedule.

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.

D. Number of Preparations

The District shall, whenever possible, without having to ~~mis-assign a teacher or~~ reduce a teacher's contracted number of periods, assign

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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.

E. Parent Teacher Conferences

1. The time, provided for conferences within the work day, shall be sufficient to allow the teacher 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 may then schedule comp time within their conference week.
2. The building administrator may require teachers 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 may then schedule comp time within their conference week.

F. Meetings

1. It is intended that all building meetings shall be scheduled within the work day but shall not infringe on preparation time as designated by the schedule set forth in Section B.2 of this article.

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2. Individual building hours may be adjusted to hold building staff meetings as long as such adjustment stays within the parameters set forth in Section A or F of this article. Any adjustments in time schedules shall be made by the building administrator with input from the employees.

G. Compensatory Trade Time

1. ~~Compensatory Trade~~ time shall **be defined as paid release time that, upon prior approval of an administrator-employee request, be is provided to an employee** arranged in the amount of time equal to the amount spent for any of the following:
 - a. Any District and/or building responsibility scheduled beyond the normal work day.
 - b. Whenever an employee is given additional supervisory responsibilities within the work day, beyond his/her regular assignment unless resulting from a personal emergency.
2. Employees will notify the administrator **at least twenty-four (24) hours in advance** in a timely manner when ~~compensatory trade~~ time is being used or accrued.
3. ~~When employees participate in meetings beyond the normal work day, the~~ administrator shall make every effort to arrange adequate opportunities for **use of accrued compensatory trade** time. If the teacher feels the arrangements for providing ~~comp~~ **trade** time are not adequate, s/he may request they be reviewed by the district office.
4. ~~Compensatory Trade~~ time is not ~~expected~~ **allowed** to be taken within the regular teacher-pupil contact period (i.e., during regularly assigned classes which might create the need for a substitute), or during designated preparation periods.
5. All employees may be required by their building administrators to return for after-school activities up to three (3) times per school year without ~~trade~~ **compensatory** time. It is understood that employees may be required to return for more than three (3)

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after-school activities. In such cases, ~~compensatory~~ **trade** time shall be provided in accordance with ~~section F~~ of this article.

Employees who work less than full-time shall receive ~~compensatory~~ **trade** time for after school activities in excess of their FTE x 3. Paid extra duty activities are excluded from the provisions of this section.

6. In the event a teacher is required by an administrator to participate in a meeting for which **trade** ~~compensatory~~ time cannot be arranged, the teacher shall be paid **at the established curriculum rate (BA, Step 0)** ~~in accordance with extra duty schedule Article 22.L.~~ This does not apply to Article 9.F.5 (required 3 days).

H. Release Time for Wellness Activities

Where district employees have an established wellness plan, up to thirty (30) minutes a week may be used for this purpose, provided the time is after contact time with students and it does not interfere in any way with job functions (i.e., schedules, meetings, duty assignments, etc.).

I. State and Federal Requirements

The Association may request meetings for the purpose of being updated on new or additional state or federal requirements.

The purpose of the meetings shall be twofold:

1. For the District to identify for the Association the essence and impact of the requirements, and
2. For the Association to have opportunity to make known any concerns impacting their members and to relay to the District recommendations regarding these concerns.

Article 12 Grievance Procedure

A. Definitions

1. Grievance—A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement.
2. Grievant—A "grievant" is the person or persons or the Association making the claim.
3. Party-in-interest—A "party-in-interest" is the person or persons making the claim and any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems of contract administration which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

1. Time Limits
Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to

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expedite the process. Time limits may be extended by mutual written agreement, or for as long as qualifying discussions are occurring.

Either party may determine that the informal discussions have reached an impasse, at which time they will notify the other party in writing. Time limits will then begin on the next work day.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance 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-in-interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One—Principal or Immediate Supervisor

- a. The Grievant shall first discuss it with his/her principal or immediate supervisor (with the presence of a designated **Association** representative, if requested), with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal or the immediate supervisor. If the employee does not submit his/her grievance to the principal or immediate supervisor in writing within twenty (20) school days after the facts upon which the grievance is based first occur or first become known to the employee, any grievance shall be deemed waived. The Grievant may be accompanied and represented by an **designated Association representative** individual of his/her choice when presenting the written grievance.

The principal or immediate supervisor shall reply in writing to the Grievant within five (5) school days after receipt of the written grievance. The Association president shall receive a copy of that response.

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4. Level Two—Superintendent

- a. If the Grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance s/he may file the grievance in writing with the Superintendent, with a copy to the Association, within ~~five~~ (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.
- b. After five (5) days, but within ten (10) school days after the Superintendent receives the written grievance, s/he will provide the Grievant and, if so desired, his/her representative and the Director of Human Resources an opportunity to present evidence regarding the grievance. A decision, in writing, will be forwarded to all parties within five (5) days following the meeting.

5. Level Three—School Board

If the decision recommended by the Superintendent does not resolve the problem, the Grievant has the right of appeal to the Board, through the Superintendent's office, within five (5) days of receipt of the Superintendent's decision. The Board will provide the Grievant and, if so desired, his/her **designated Association** representative and a district representative an opportunity to present evidence regarding the grievance. The appeal shall be heard at the next regularly scheduled Board meeting which occurs at least five (5) days after the Superintendent has received the Grievant's appeal, in executive session of the Board except where prohibited by Oregon State Statute. Within five (5) days following the meeting a decision in writing will be forwarded to all parties. If the Board does not render a decision within five (5) days following the regular Board meeting, the grievance may proceed to Level Four. However, the Board retains the prerogative to decline the right to review the Superintendent's decision, thereby allowing the grievance, if unresolved at Level Two, to proceed directly to Level Four.

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6. Level Four—Arbitration
Grievances not settled in Level Three of this grievance procedure may be appealed by the Association to arbitration provided:
 - a. Written notice of a request for arbitration is made to the Superintendent within ten (10) school-days of receipt of the Board's answer in Level Three.
 - b. The issue must involve the interpretation, application, or violation of a specific provision(s) of the Agreement.

When a request for arbitration has been made within the time frame provided within this procedure, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, either party may within ten (10) school days of the appeal, request the Employment Relations Board (ERB) to submit a list of seven (7) ~~five (5)~~ arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh ~~fifth~~ and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision to the Grievant, the Association, and the District. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board as part of the Agreement. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties. Hearing procedures shall follow AAA rules unless herein designated otherwise.

The costs for the services of the arbitrator, 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 both parties. Any other expenses incurred shall be paid by the party incurring them.

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D. Rights of Employees of Representation

Employee and Association—Any Grievant may be represented at all stages of the grievance procedure by himself/herself, and/or, at his/her option, a **designated Association** representative. Commencing at Level Two of the grievance procedure, the Association shall have the right to be present and to state its views.

E. Group Grievance

Group Grievance—If, in the judgment of the Association, a grievance affects a group or class of employees at more than one site, the Association may submit such grievance in writing directly to the Human Resource Director. If, in the judgment of the Association, a grievance affects a group or class of employees at one site, the Association may submit such grievance directly to the principal. These submissions shall be considered the level one grievance submission and shall follow all timelines outlined in level one (C,3,b).

This provision shall be utilized only when the allegations involve the same contractual provision and the same alleged violation.

F. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. If the grievance is based upon information in the personnel file, such information will remain in the file unless found to be invalid by the grievance procedure.

G. Failure to Meet Timelines

Failure by the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the Grievant to proceed to the next step. Failure of the grievant at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

H. Other Concerns

All concerns, outside of the contractual definition, may proceed through Level Three and end there.

Article 15 Unpaid Leaves of Absence

A. **Advanced Study**

A leave of absence of up to one (1) year may be granted to any permanent employee, upon application, for the purpose of engaging in a planned program of advanced study, **including teacher exchange programs, overseas teaching and language or cultural immersion experiences.**

field experience

B. **Parental Leave**

Parental leave upon request shall be granted for a period of time not to exceed the remainder of the school year or such other time as required by Oregon or Federal law, whichever is longer.

C. **Military Leave**

A military leave of absence shall be granted to an employee who has been involuntarily inducted for military duty in any branch of the Armed Forces of the United States.

D. **Medical Leave**

Any employee, upon request, shall be granted medical leave in lieu of sick leave or when sick leave has been exhausted within guidelines established by Oregon or Federal law. The District may require from the employee's attending physician or practitioner written verification of the need for such leave.

E. **Family and Medical Leave (FMLA/OFLA)**

As an adjunct to B. and D. above, an employee shall be granted qualifying leave(s) within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) **and Oregon Family Leave Act (OFLA).**

F. **Personal Leave**

Upon request, an employee may be granted a leave for up to one year for personal reasons.

G. **Return from Leave**

Applications for leave shall indicate the intended return date. Persons on leave shall confirm their intention to return to the District by April

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1, if the employee is to return at the start of the following year, or at least thirty days prior to their return if they are returning during the school year. It is understood that upon request of the employee the deadlines may be waived by the District if the circumstances of the return are beyond the employee's control.

All benefits to which an employee was entitled at the time the leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to the employee upon his/her return. If the employee's leave occurs during one (1) school year, that employee shall be assigned to the same position which the employee held at the time said leave commenced. If the employee was on leave for a continuous period that falls within more than one (1) school year, the employee shall be assigned to the same or a substantially equal position which the employee held at the time said leave commenced but will not be guaranteed his or her same position. No vertical increment will be granted as a result of the leave.

H. Extensions and Renewals

Ordinarily leaves will be for only one (1) year. However, extenuating circumstances may arise. In that event, written application for extension may be submitted to the Superintendent/designee Board for consideration.

I. Fringe Benefits

During the term of leave granted pursuant to this article, the Board shall continue to provide said employee at employee expense with any fringe benefits available to active employees as fully as though said employee were on active duty, unless coverage is disallowed. Fringe benefits shall be prorated on the same basis as salary.

J. Application Dates

Applications for leave for the following year shall be submitted to Human resources by April 1, if possible. Application for leaves of less than one year's duration shall be made at least two (2) months prior to the commencement of the leave except in the event of an emergency.

Article 19 Tuition, Project and /or Workshop Reimbursement

A. Reimbursement Allocation and Authorization

For the duration of this agreement, each full-time employee shall be entitled to tuition reimbursement as follows:

Each full-time employee shall have a reimbursable amount equivalent to **six (6) ~~twelve (12)~~ hours each year** at the Fall ~~2011~~ **2014** Portland State University graduate rate ~~during the life of the contract~~. **Hours may accumulate during the term of the contract. Members may borrow up to six (6) credits from their future entitlement in any one year for the purpose of tuition for classes. Any member who borrows from his/her future entitlement and leaves employment with the District prior to earning the borrowed hours shall have the dollar value withheld from his/her final paycheck.**

Tuition money may be used in the following manner:

1. At the employee's request, to pay for tuition **and materials embedded in the cost of tuition** for classes, workshops and conferences that align with the employee's professional goals, building goals, district goals, and/or license/credential requirements. **Any materials paid for with tuition dollars are the property of the employee.**
2. Upon district approval, to pay for travel and related costs for classes, workshops and conferences.
3. At the employee's request, to pay for the cost of a substitute (if one is required) necessary to attend classes, workshops or conferences. The employee shall give the building administrator prior notification when days off are being taken to attend classes, conferences or workshops.
4. District approved projects.
5. The District at its discretion may approve additional tuition grants for areas such as, but not limited to:

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- a. Additional endorsement programs.
 - i. for teachers who have been or may be RIFed from current position.
 - ii. for teachers adding endorsements that complement current endorsements and District curriculum goals
 - iii. additional state requirements to maintain a current position.
- b. Programs meeting District-identified needs.
Such grants shall be for a specified dollar amount that may be used during an identified time period.

The District shall on an annual basis identify criteria used for the authorization of costs that require District approval. **Upon request,** ~~The~~ District shall ~~on an annual basis~~ provide ~~each~~ **an** employee with an itemization showing amounts of tuition dollars used and remaining.

B. Reimbursement Procedure

To qualify for reimbursement for classes taken, the employee shall notify the District of intent to seek reimbursement prior to the start of the class. Following the conclusion of the class, the employee will submit a grade slip indicating successful completion of the class to the District. The grade slip **or verification of completion** shall be submitted within one (1) month of its receipt by the employee. Additionally, the employee shall submit verification of cost for classes taken.

All notices of intent for tuition reimbursement shall be submitted on or before June 30th of the fiscal year in which the course began so funds may be reserved. Notices of intent submitted after that time will not be reimbursed. Classes qualify for funds available in the contract cycle in which the class begins.

The employee shall receive reimbursement, prior to the receipt of grade slip, by submitting verification of completion of the class or

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workshop. The granting of early reimbursement does not relieve the employee of the responsibility of submitting grade slips as outlined in this section. Employees who fail to submit a grade slip within sixty (60) days of the completion of the term shall be subject to having their next regular paycheck reduced by an amount equal to the early reimbursement they received.

While the normal circumstances are outlined above, the District understands that in some situations this may create a financial hardship, thus preventing the employee from taking classes. In these instances, the employee may apply to the District for consideration for prepayment.

The District shall not be responsible for payment for the course if the employee receives a failing grade, leaves the district's employment before completing the course, or does not complete the course. Any fees already paid may be recovered through payroll deductions or other means.