VIII. UNPAID LEAVES

All unpaid leaves within this Article are limited to one (1) year in five (5) inclusively. Exceptions for emergencies are considered on an individual basis. ~~Aggregate total of licensed staff members on leave within this Article (excluding VIII.A) will not exceed 5 percent (5%) of the teaching force. If necessary, a priority system based on length of service will be followed.~~

A. UNPAID PERSONAL LEAVE (SHORT-TERM)

1. Definition. "Employee-initiated absence" will include Paid Personal Leave, Unpaid Personal Leave and Professional Development Leave.

2. Licensed staff members will be granted unpaid personal leave for up to six (6) days during any three- year (3-year) period. Request for such leave shall be submitted to the Human Resources department, once approved by the building administrator, ~~District~~ at least five (5) days prior to the commencement of said leave, except in the case of an emergency.

3. A maximum of ten percent (10%) of licensed staff members in any building, but at least two (2) licensed staff members per building, may use personal leave on any day, to include before and/or after a holiday or break period, as long as the licensed staff member has provided five (5) days' notice.

4. Once a notice of unpaid personal leave (short-term) has been received by the Human Resources department, the leave is irrevocable, except when the licensed staff member provides less than five (5) days' notice.

~~1. Use of leave on any day before or after a holiday, or other recess period or during the first or last two (2) weeks of the licensed staff member's work year, for employee-initiated absences will be allowed under the following conditions.~~

~~a. Requests for leaves must be made electronically and/or in writing on the "Employee Exception Time Report" forms to the building administrator.~~

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

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

~~2. Maximum licensed staff to be released on any one (1) day for employee-initiated absences for personal and professional leave will not exceed the following building ratio:~~

~~1 to 19 licensed staff~~	~~—~~	~~two (2) employees~~
~~20 to 29 licensed staff~~	~~—~~	~~three (3) employees~~
~~30 to 39 licensed staff~~	~~—~~	~~four (4) employees~~
~~40 to 49 licensed staff~~	~~—~~	~~five (5) employees~~
~~50 to 59 licensed staff~~	~~—~~	~~six (6) employees~~
~~60 to 69 licensed staff~~	~~—~~	~~seven (7) employees~~
~~70 to 79 licensed staff~~	~~—~~	~~eight (8) employees~~
~~80 to 89 licensed staff~~	~~—~~	~~nine (9) employees~~
~~90 to 99 licensed staff~~	~~—~~	~~ten (10) employees~~

B. UNPAID PERSONAL LEAVE (LONG-TERM) ~~NON-PAID LEAVE, PERSONAL~~

A licensed staff member may apply for a one-year (1-year) personal leave for VISTA and other similar national service, or a two-year (2-year) personal leave for Peace Corps or a teaching position at an international school based upon the following factors:

~~1. The leave is non-paid.~~

~~2.~~1. Only contract staff not currently on growth and support goals, a plan for improvement, or program of assistance for improvement are eligible to apply.

~~3.~~2. There must be at least five (5) years' satisfactory service before a licensed staff member can reapply.

~~4.~~3. The District must be able to find a qualified replacement.

~~5.~~4. Board approval is required for such leave. As per Administrative Procedure GCBD/GCBD-AR, the District will consider requests or extensions to unpaid personal leave on a case-by-case basis.

~~6.~~5. No leave will be granted under this section for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.

~~7.~~6. As of July 1, 2020, licensed staff members who teach abroad at an accredited school shall be credited with years of experience for step movement on the salary schedule.

C. UNPAID PROFESSIONAL LEAVE

1. Any contract licensed staff member may apply for a non-compensated leave of absence for one (1) semester or one (1) school year once during each five-year (5-

year) period for the purpose of taking additional training or any activity which, in the opinion of the District, would result in benefit to the District. ~~As per Administrative Procedure GCBD/GDBD-AR, t~~The District will consider requests for extensions to unpaid professional leave on a case-by-case basis.

2. Requests for leaves of absence must be submitted in writing to the Human Resources department and state the reason(s)~~, or reasons,~~ for the request.

3. Licensed staff members, while on leave of absence status, may advance based on earned quarter hours, or the equivalent, of course work from an approved college or university while on leave.

4. No leave of absence will be granted during the course of the school year in order for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.

5. Licensed staff members assigned for a full school year to another district as the result of a licensed staff member exchange will be advanced a step on the salary schedule if the licensed staff member is otherwise eligible for such a step increase.

D. MILITARY LEAVE

The District will comply with all State and Federal leave laws.

E. UNPAID EMERGENCY LEAVE

A licensed staff member may apply for up to one (1) year of non-compensated leave of absence, to be granted at the discretion of the District, for emergencies of a serious personal nature. This leave is non- accumulative and must be approved in advance by the Board. In requesting emergency leave, the applicant must state the general nature of the emergency.

~~F. NON-PAID LEAVE, PERSONAL~~

~~A licensed staff member may apply for a one-year (1-year) personal leave for VISTA and other similar national service, or a two-year (2-year) personal leave for Peace Corps or a teaching position at an international school based upon the following factors:~~

~~1. The leave is non-paid.~~

~~2. Only contract staff not currently on a plan for improvement or program of assistance for improvement are eligible to apply.~~

~~3. There must be at least five (5) years' satisfactory service before a licensed staff~~

~~member can reapply.~~

~~4. The District must be able to find a qualified replacement.~~

~~5. Board approval is required for such leave. As per Administrative Procedure GCBD/GCBD-AR, the District will consider requests or extensions to unpaid personal leave on a case-by-case basis.~~

~~6. No leave will be granted under this section for the applicant to assume other full-time employment unless such leave is judged to be of benefit to the District by special action of the Board.~~

~~7. As of July 1, 2020, licensed staff members who teach abroad at an accredited school shall be credited with years of experience for step movement on the salary schedule.~~

~~G.~~F. RETURN FROM LEAVE

All benefits to which a licensed staff member was entitled at the time their leave of absence commenced, including seniority and unused accumulated sick leave will be restored to the licensed staff member upon return as fully as if leave had never been taken. That licensed staff member will be assigned to a position substantially equivalent to the one held at the time said leave commenced, provided that ~~employee~~licensed staff members on unpaid leave are subject to the reduction-in- staff provisions of this Agreement and State law to the same extent as ~~employee~~licensed staff members actively working. Seniority will accrue during unpaid leave to the extent required by law.

~~H.~~G. NOTICE OF INTENT TO RETURN

1. Upon approval of a leave of absence through the end of the school year, the Human Resources department will inform all licensed staff members of their obligation to provide the District with a notice of intent to return. Licensed staff members on any approved leave of absence, paid or unpaid, through the end of a school year must deliver to the District written notice of intent to return to employment for the subsequent school year. Written notice must be received by the Human Resources ~~Office~~ department not later than April 1 of the school year the leave is taken. Failure to deliver timely written notice will constitute resignation of employment effective the date notice was due.

~~1.~~2. Prior to March 15 of each school year, the Human Resources department will provide to the Association a list of licensed staff members who are on an approved leave of absence through the end of the school year. The list will include name, position, and building(s).

~~2. The Human Resources Office will send an electronic reminder of the April 1 deadline~~

~~to the licensed staff member on leave. Electronic reminders will be sent on or before March 1, to the last address provided to the Human Resources Office in writing by the licensed staff member. The electronic reminder is a courtesy. Failure of the District to meet the March 1 deadline does not excuse the employee from missing the April 1 deadline to declare their intent to return.~~

3. A licensed staff member granted any leave of absence, paid or unpaid, scheduled to end prior to the last licensed staff member workday of the school year will be considered to have resigned from employment if the licensed staff member fails to report for work on the day leave is scheduled to terminate unless an electronic and/or written request for extension of the leave has been approved, in writing, prior to the date the leave was scheduled to terminate.

~~I.~~H. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves will be applied for in writing to the Human Resources department and the response of the District will be in writing.

~~J.~~I. INSURANCE

~~Employee~~Licensed staff members on leave may purchase insurance through COBRA (at step rates) for the duration of their leave, up to eighteen (18) months. The District will inform any ~~employee~~licensed staff members who have been approved for leave of absence or who inquire about an unpaid leave, of their insurance options and the cost of coverage to the ~~employee~~licensed staff member. Continuance of insurance benefits will be at the expense of the ~~employee~~licensed staff member on leave.

~~K.~~J. UNEMPLOYMENT HOLD HARMLESS

Any unit member who, while on leave of absence under the provisions of this article and section, submits an application for unemployment compensation under ORS Chapter 657 will be deemed to have resigned from employment with Springfield Public Schools. Such resignation will be effective with the date of application for unemployment compensation. Thereafter, said ~~employee~~licensed staff member will forfeit any and all rights under this Collective Bargaining Agreement.

(PROPOSE TO MAINTAIN CURRENT CONTRACT LANGUAGE)

XX. PERSONAL AND ACADEMIC FREEDOM

A. PERSONAL LIFE

The personal life of a licensed staff member is not an appropriate concern of the Board. It is recognized, however, that conduct of a licensed staff member outside the school and/or the context of assigned duties may be sufficiently related to the licensed staff member's influence on the students and on the licensed staff member's effectiveness in performance of their duties as to remove the conduct from the licensed staff member's "personal life."

B. CITIZENSHIP

Licensed staff members will be entitled to full rights of citizenship, and no religious or political activities of any licensed staff member, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such licensed staff member, providing said activities do not violate any local, state, or federal law.

C. CONTROVERSIAL MATERIAL

1. The parties agree that students should have the opportunity to study, investigate, and interpret facts and ideas concerning human society, the physical and biological world, and other branches of learning. The employee as an agent of the District has professional responsibility to present controversial facts and ideas in a manner that permits each student to examine all sides of each controversial issue.

2. The District assumes the responsibility of defending the employee against charges by lay persons who would challenge the employee's presentation of controversial facts and ideas. Employees will be encouraged to make presentations of facts and ideas subject to accepted standards of professional responsibility with due regard to the maturity level of the student, District rules and policies and laws of the State of Oregon.

3. Upon finding that the employee has followed District policy, the District will publicly declare its support of the employee. Then, in any proceedings the Superintendent and the District's legal counsel will, upon request, give advice and counsel to the employee involved. The District's legal counsel will be obligated officially to represent the employee in any proceedings, at the employee's option.

ARTICLE ___: ASSOCIATION LEAVE AND RELEASE TIME

A. ASSOCIATION LEAVE DAYS

1. The Association shall be granted thirty-five (35) days of Association business leave annually. The Association will reimburse the District for the substitute cost for those days, at the established substitute rate of pay. ~~Upon request of the Association, the District will grant to the Association thirty-five (35) days leave at no cost to the Association.~~ Such leave will be for the purpose of collective bargaining, grievance processing and performance of the general duties of the Association in its role as the exclusive representative for its members with the District. ~~Three (3)~~Five (5) days' written notice will be given to the District by the Association president or ~~his/her~~their designated representative. This notice will include the purpose, name and assignment of persons taking the leave. In cases of emergency the parties agree the time requirement may be waived.

2. In recognition of the Association's assumption of full cost responsibility for Association leave, the District shall establish a Personal Leave Bank consisting of thirty-five (35) days each school year.

   a. The Personal Leave Bank shall be available to all licensed staff members only after the member has exhausted all other available personal leave(s).

   b. Leave from the bank may not be combined with other personal leave(s) to extend an absence beyond what would otherwise be available under this Agreement, unless approved by the Director of Human Resources.

   c. Requests to use bank days must be submitted at least five (5) workdays in advance, and are subject to building administrator approval based on operational needs and substitute availability.

   d. Leave from the Bank shall be paid at the member's regular rate of pay.

   e. Unused Personal Leave Bank days shall not carry over from year to year.

~~1.~~3. An additional thirty-five (35) days of Association business leave may be granted for Association officers to attend state or national Association business. The Association will reimburse the District for the substitute cost for those days. ~~will be granted upon request for which the Association will reimburse the District for the cost of the substitutes, if used, at the established substitute rate of pay. The use of these days will conform to the purposes specified in Article VI.B.2.~~

4. The District shall bill the Association within sixty (60) calendar days of leave used by the Association.

B. ASSOCIATION PRESIDENT RELEASE TIME

1. The president of the Association will be released up to full time, if so requested by the Association, to fulfill the duties of the office.

2. The duties of the office include collective bargaining, grievance processing, and performance of the general duties of the Association in its role as exclusive representative.

3. During the term of the leave, the president will receive their regular pay from the District.

4. The Association will reimburse the District for the president's salary including fixed payroll expenses at a percentage proportionate to the amount of the leave requested.

~~5. The Association will arrange for separate Workers' Compensation insurance coverage for the president.~~

~~6.~~5. At the beginning of each school year, the president will notify the District if they wish to be credited with ten (10) days of sick leave for the ensuing year, in accordance with Article VI – Paid Leaves. ~~(as per Section D of this Article).~~ If so, the Association will reimburse the District for said sick days at the normal substitute rate plus payroll expenses.

~~7.~~6. Leave time shall apply toward all benefits.

~~8.~~7. As the SEA president's term of office draws to an end, the SEA president and the Human Resources director will meet to discuss placement options. After discussing positions available for the coming year, the SEA president will submit a top three list including placement location and assignment. The SEA president will then be placed before voluntary and involuntary transfers are placed as well as before any hiring is complete.

IX. WORK SCHEDULES/WORKLOAD/WORKING CONDITIONS

The District and the Association will work cooperatively to reach ~~employee~~licensed staff member decisions that are based upon sound educational practice and in the best interests of students and ~~employee~~licensed staff members.

A. INSERVICE WEEK AND REQUIRED TRAININGS/ACTIVITIES

The District will ensure that the equivalent of two (2) days (sixteen [16] hours in blocks of no less than four [4] hours ~~not~~ including lunch) during in-service week prior to the start of the school year will be considered uninterrupted planning time for licensed staff members. Use of this time will be determined by the licensed staff member and may include licensed-staff- member-directed team or department planning, but will not include building or district meetings or non-instructional supervisory duties such as registration duties.

1. In the event a licensed staff member's assignment requires attendance at district or building meetings or non-instructional duties that do not allow the equivalent of two (2) days of uninterrupted planning time, the licensed staff member and building administrator will jointly decide which meetings or duties will take priority.

~~2. Licensed staff member will be provided with a complete time schedule of district meetings no later than the start of in-service week. Building administrators will share their tentative building schedule at the beginning of in-service week.~~

~~3.~~2. The District will communicate with the Association in planning the beginning of the year schedule for district-wide staff development activities.

3. If in-service week falls below four (4) days, then the Superintendent or designee and the SEA President will convene a meeting to discuss the implication on time allocations. This meeting will include representatives from elementary, middle and high schools and at least one (1) representative from Special Programs.

~~4.~~ In recognition of the time required for licensed staff members to complete mandatory Safe Schools training, as well as self-reflections and goal setting associated with the professional growth and evaluation process, the District shall provide the Association with one (1) teacher-directed early release day during the month of September.

B. BUILDING HOURS

1. Building hours may vary from school to school as determined by the District. Building hours will not exceed ~~eight (8)~~eight and one-half (8.5) hours a day and will generally

occur between 7:30 a.m. and 4:30 p.m. Licensed staff members will have, at minimum, a thirty (30) minute duty-free lunch period each day. Licensed staff members will be expected to attend staff meetings and other required meetings such as District budget meetings unless prior arrangements are made with the building/program administrator. Licensed staff members hired prior to July 1, 1992, may be assigned hours of work prior to 7:30 a.m. or after 4:30 p.m. only on a voluntary basis unless insufficient numbers of properly licensed volunteers are available to staff the District program.

2. Licensed staff members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of ~~the student day~~normal building hours. In circumstances where a licensed staff member consistently finds their workload unmanageable within the normal work day, the licensed staff member may request a meeting with their building administrator to collaboratively review workload expectations and problem solve adjustments. Such meetings will focus on identifying supports, resources, or adjustments that allow the licensed staff member to meet professional responsibilities without creating undue hardship. Licensed staff members shall be available for student and/or parent consultation and will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary, to include Individualized Education Program (IEP) meetings.

3. Licensed staff members may make reasonable adjustments to their daily and weekly schedule as necessary to accommodate professional obligations including Association business and to meet personal needs.

4. Licensed staff members will make a request to their building administrator when adjusting their schedule long term (more than a single work day). Each building will establish a process for the request.

5. Licensed staff members recognize that meetings are an important part of communication, collaboration, and supporting student outcomes. Building administrators will make reasonable efforts to schedule meetings with purpose and efficiency, while balancing the need for preparation and instructional time.

    a. If a licensed staff member believes the frequency or duration of required meetings is creating an undue workload impact, they may raise the concern with their building administrator. If the concern cannot be resolved at the building level, either party may refer the matter to the District/Association Contract Maintenance Committee for discussion and problem-solving.

~~4.~~6. In the interest of collaboration time toward student outcomes, teachers may be required to attend one meeting no more than every other week that extends outside of their normal workday for a period of time not to exceed 25 minutes beyond their normal work hours. This would not be additional compensated time and does not

include Individualized Education Program (IEP) meeting times.

C. PROFESSIONAL ~~DAY~~RESPONSIBILITIES

For purposes of fulfilling professional responsibilities, licensed staff members will be guided by these principles.

1. Definition. "Professional responsibility" refers to a teacher's duty to uphold ethical standards, fulfill contractual obligations, and demonstrate integrity, professionalism, and accountability. Educators must act in the best interest of students, colleagues, and the school community while adhering to the ethical and professional standards set by the Teacher Standards and Practices Commission (TSPC) of Oregon (OAR 584-020-0000 to 584-020-0045).

~~1.~~2. Licensed staff members will be present at the work site(s), to include during preparation time, to perform assigned duties as determined by the school/program administrator. Licensed staff members will collaborate with the building/program administrator to set a yearly schedule (including dates and times) of staff meetings. In addition, licensed staff members of a particular school/program may, but are not required to, determine certain additional times during the daily, weekly or monthly schedule when all licensed staff members will be present.

~~2.~~3. Licensed staff members will spend the time necessary for adequate preparation for instruction to include developing and maintaining instructional plans in alignment with curriculum guidelines, pupil and parent consultations, building and District-wide curriculum development and other activities related to instruction. Lesson plans should be prepared in advance and accessible to administrators and substitutes as needed to support student learning.

~~3.~~4. Licensed staff members will ~~strive to~~ complete attendance within the first ten (10) minutes of class. In the event a staff member is regularly unable to meet this timeline, the principal and member will meet to discuss the barriers and create a plan which may include an alternate timeline, access to technology, and/or an alternate path for completion.

~~4.~~5. Licensed staff members will make every effort to respond to work-related emails within two (2) business days.

~~5.~~6. No additional compensation will be paid for performance of these duties.

~~6.~~7. Substituting for Other Teachers.

a. When a licensed staff member, not hired as a temporary teacher for the purpose of roaming (being on call at the building level on a daily basis for the purpose of

substituting), is asked or required by the building principal or designee to fill in temporarily for a class or classes due to a lack of available substitutes, the licensed staff member shall receive additional compensation under the following circumstances:

Timely Entry Requirement. For the absence to be considered in determining substitute availability, the absent staff member must have entered the absence into the District's substitute management system no later than 11:59 p.m. the night before the absence.

(1) K-12 classroom teachers who are asked to cover a class during their protected preparation time due to a staff absence. This does not include covering a class during collaboration times.

(2) Instructional Coaches and/or Behavior Interventionists are asked to cover a class due to staff absences that results in that staff member being required to complete their normal duties outside of the workday.

(3) Mental Health Specialists and/or Counselors are asked to cover a class due to staff absences that results in that staff member being required to use additional time outside of their workday for agency, family, and student contacts and support.

(4) Deans of Students are asked to cover a class due to staff absences that results in that staff member being required to perform normal duties outside of the workday.

(5) Teachers on Special Assignment are asked to cover a class due to staff absences that results in that staff member being required to perform normal duties outside of the workday.

b. The District will keep a record, based on entries in the District's substitute management system, of licensed staff members who have fulfilled this duty so as to discourage a disproportionate burden on any individual staff member. For these records to be considered, absences must have been entered into the substitute system no later than 11:59 p.m. the night prior to the absence. At the next Contract Maintenance meeting following the end of each term, the District will provide a list to the Association of all licensed staff members who have fulfilled the duty of substituting for other teachers as outlined above.

~~a. In the event that the District is unable to provide a substitute for any given class, the following personnel may be asked (or required) to fill in temporarily. Non-classroom staff will be the first level asked/required to fill in. If all members of this level are unavailable, only then may those in levels two and three be~~

~~asked/required, respectively.~~

~~(1) Non-classroom Staff (Dean of Students, counselors, Facilitating Teachers, etc.)~~

~~(2) Classroom staff on a preparation period (volunteer)~~

~~(3) Classroom staff on a preparation period (non-volunteer)~~

~~b.~~c. ~~The building principal or designee will keep a record of staff members who have fulfilled this duty so as to discourage a disproportionate burden on any individual member. At the end of each term, these records will be shared with the Director of the grade level for sharing at the following Contract Maintenance Meeting.~~

D. WORK FROM HOME

1. Certified ~~employee~~licensed staff members may presumptively "work from home" on grading days ~~and during teacher-directed times on work days and collaboration days~~ provided that:

   a. They have the required materials and technology to complete their assigned/required tasks;

   b. They are working from a location that is within the state of Oregon;

   c. They are not on growth and support goals or a Plan for Improvement ~~a plan of assistance~~; and

   d. Their permission to "work from home" has not previously been revoked.

2. Eligible certified ~~employee~~licensed staff members seeking to "work from home" will provide their principal or designee with advance notice of intent to "work from home~~.~~" And will sign a work from home agreement. The principal or designee will not unreasonably withhold permission to "work from home," denying such permission only if conflicting obligations direct otherwise.

~~2.~~3. On any grading day that a licensed staff member intends to work from home, the staff member must provide notice to their building administrator no later than 4:00 p.m. on the preceding workday. This notice is required to ensure that building administrators maintain an accurate record of staff presence and availability in the building.

~~3.~~4. Permission to "work from home" may be presumptively revoked if the ~~employee~~licensed staff member has been unsuccessful completing tasks when they

previously worked from an alternate location.

E. DUTY DAYS

1. The salary schedule for licensed staff of the Springfield Public Schools is based on one hundred ninety-three (193) contract days including six (6) paid holidays.

2. Athletic trainers also work a one hundred ninety-three day (193-day) school year schedule with six (6) paid holidays, but their calendar is based on the Oregon School Activities Association (OSAA) schedule.

   a. Building administrators, athletic directors and trainers will work together to build the trainer's calendar before the end of the previous school year.

   b. Trainers may begin their work-year one (1) week before the first practice date, as identified by the OSAA calendar, begins. The work-year will end after the completion of one hundred ninety- three (193) workdays, including paid holidays.

   c. Trainers are not required to work a traditional Monday through Friday week and should reserve work to coincide with competitions and practices.

   d. Competitions that occur on the weekend or during vacation count as workdays.

   e. If spring sports have an extended season that requires an athletic trainer to work beyond their one hundred ninety-three (193) days, the trainer will be paid their daily rate. This must be pre- approved by the appropriate Director.

F. EMERGENCY CLOSURE/SNOW DAYS

1. If schools are closed for all District students due to emergency, licensed staff members will not be required to report for work during the closure. If all District students are dismissed early due to emergency, licensed staff members will be dismissed when the District determines that students' safety has been secured. ~~Employee~~Licensed staff members will not be charged leave for pre-arranged leaves of absence which occur during emergency closures.

2. In a contract year of one hundred eighty-eight (188) or more days, unless the District drops below the minimum instructional time requirements established by the State Board of Education, the District will not require unit members to make up the first two (2) days missed. However, if emergency closure(s) constitute more than two (2) days or instruction time falls below state minimums, the District may require make-up without additional compensation to unit members.

3. If the number of contract days is one hundred eighty-seven (187) or one hundred

eighty-six (186), the second snow day may be assessed as a furlough day and one (1) furlough day in May be added back as whatever day was lost as a result of the emergency closure day (e.g., student-contact day, collaboration day, licensed staff member planning day).

4. If the number falls below one hundred eighty-six (186), then both may be counted as furlough days. If only one (1) snow day is to be made up, it will be as a collaboration day. If two (2) snow days are to be made up, one (1) will be as a collaboration day and one (1) will be as a student contact day. Notice must be given to staff on or before April 1.

5. If one (1) or more District buildings, but not all buildings, are closed due to emergency, licensed staff members assigned to work in those buildings will report for assignment.

G. PREPARATION TIME

1. Preparation time provides licensed staff members the time necessary to prepare for instruction. This time is intended to be uninterrupted and at the direction of the individual licensed staff member.

2. Elementary Licensed Classroom Teachers

a. All full-time elementary licensed classroom teachers will be provided three hundred sixty (360) minutes of preparation time per five-day (5-day) student week, prorated based on the number of student days per week. Early release days will constitute a half-day for the purpose of prorating preparation time.

Of the three hundred sixty (360) minutes, the District will provide preparation time during the student contact day as follows:

(1) During a five-day (5-day) student week, the District will provide a total of one hundred thirty five (135 minutes) in three (3) separate daily blocks of forty five (45) minutes each.

(2) During a four-day (4-day) student week, the District will provide a total of ninety (90) minutes in two (2) separate daily blocks of forty five (45) minutes each.

(3) During a five-day (5-day) student week that contains an early release day, the District will provide a total of one hundred twenty (120) minutes in two (2) separate daily blocks of forty five (45) minutes each and one block of thirty (30) minutes on the early release day.

b. The District will make every reasonable effort to protect the daily preparation

blocks described above from interruption. In the event that preparation time is consistently reduced or interrupted, the licensed staff member and building administrator will meet to collaboratively resolve the concern. If unresolved, the matter may be referred to Contract Maintenance for discussion.

~~a.~~c. An additional non-student day will be provided at a time to be determined by the District. If the calendar rests at one hundred eighty-eight (188) days or more, this day will be fully licensed staff member directed. If the calendar falls to one hundred eighty-seven (187) or fewer days, the workday will be divided into equal parts to allow for building-level collaboration and licensed- staff-member-directed planning/preparation time. Collaboration and licensed-staff-member- directed planning/preparation time for part-time licensed staff members will be prorated based on their FTE.

3. Elementary Licensed Specialists

a. All full-time elementary licensed specialists, including special education, Title, English Language Development, and any other non-classroom teacher, will be provided three hundred sixty (360) minutes of preparation time per five-day (5-day) student week, prorated based on the number of student days per week. Early release days will constitute a half day for the purpose of prorating preparation time.

b. Given the nature of their position, which includes additional parent meetings both during the student day and throughout the work week, Elementary licensed specialists will work with their building administrators to determine the most appropriate time for preparation to be provided in blocks no less than twenty-five (25) minutes.

~~2. Elementary Licensed Staff Members~~

~~a. All full-time elementary licensed staff members including special education, Title, and English Language Development (ELD) licensed staff members and elementary specialists, will be provided three hundred sixty (360) minutes of preparation time per five-day (5-day) student week. Of the three hundred sixty (360) minutes, the District will provide a minimum of one hundred thirty (130) minutes of preparation time during the student instructional day in blocks of no less than thirty (30) minutes. In order to count as part of the three hundred sixty (360) minutes, before-school prep time must be in blocks of no less than twenty (20) minutes and after-school prep time must be in blocks of no less than thirty (30) minutes. Preparation time for part-time licensed staff members will be prorated based on their FTE.~~

~~b. The District will work with building leadership to provide daily preparation time~~

~~for classroom teachers whenever existing resources and staffing make that possible.~~

c. ~~An additional non-student day will be provided at a time to be determined by the District. If the calendar rests at one hundred eighty-eight (188) days or more, this day will be fully licensed staff member directed. If the calendar falls to one hundred eighty-seven (187) or fewer days, the workday will be divided into equal parts to allow for building-level collaboration and licensed staff member directed planning/preparation time. Collaboration and licensed staff member- directed planning/preparation time for part-time licensed staff members will be prorated based on their FTE.~~

4. All middle school classroom licensed staff members shall be granted one (1) period for preparation during the student contact day, equivalent to that day's class period length of time, not to exceed forty-five (45) minutes.~~All middle school classroom licensed staff members shall be granted one (1) period (at a minimum of forty-five [45] minutes) for preparation during the student contact day.~~

~~3.~~5. All high school classroom licensed staff members on a four-by four (4x4) block schedule, not to include advisory period(s), shall be granted one (1) block period for preparation during the student contact day, equivalent to that day's block class period length of time. On non-block days, licensed staff members shall be granted two (2) class periods for preparation. ~~On the four-by-four (4x4) block schedule, all high school classroom licensed staff members shall be granted one (1) block period for preparation during the student contact day. On non-block days, licensed staff members shall be granted two (2) class periods for preparation.~~

~~4.~~6. Gateways High School licensed staff will have preparation time of one (1) class period daily.

~~5.~~7. Furthermore, it is recognized that preparation time is a mandatory subject of bargaining whenever a significant change in structure or schedule occurs.

H. GRADING

Middle school and high school teachers will keep their grades up to date. "Up to date" means that at any given time, grades will be no more than one (1) week from being current.

Communication with the building principal is required when extenuating circumstances arise that prevent teachers from maintaining up-to-date grades.

I. REPORT PREPARATION DAYS

This article is based on current student report cards and reporting practices.

1. Elementary:

Each trimester, elementary licensed staff members will be given one (1) non-student workday to prepare grade reports, for a total of three (3) non-student grading days. Grades will be due at the end of the report card preparation day or the next day, as determined by the building administrator.

Any elementary licensed staff member with a class size of thirty-two (32) or more students may request an additional half-day substitute release day each reporting period to prepare grade reports. The request should be made to the Director of Elementary Instruction.

2. Schools on a Semester Schedule:

Each ~~quarter~~ mid-semester progress report period, licensed staff members will be given one (1) non-student workday to prepare ~~grade~~ mid-semester progress reports. Grades will be due at the end of the report card preparation day or the next day as determined by the building administrator. An additional non- student workday will be provided at the end of the first semester.

3. Secondary Schools on a Trimester Schedule:

Each trimester, licensed staff members will be given two (2) non-student workdays to prepare grade reports for a total of six (6) non-student grading days. One (1) workday will occur at the end of each trimester; the other workday will occur at or within two (2) weeks of the midterm of each trimester. Grades will be due at the end of the report card preparation day or the next day, as determined by the building administrator.

~~J. MIDTERM PROGRESS REPORTS~~

~~If midterm progress reports are required by the District or the building, a half-day of non-student work time will be provided for the purpose of preparing such reports for students who are having academic difficulty, as determined by the licensed staff member. However, if midterm progress reports are required for every student, a full day of non-student work time shall be provided.~~

~~K.~~J. PARENT CONFERENCES

In order to provide time for licensed staff to prepare, administrators will make every effort to avoid scheduling meetings after school during the week of conferences and will make every effort to avoid scheduling meetings after school during the five school days prior to conferences, except in exigent or emergency circumstances. ~~In order to provide time for licensed staff to prepare, administrators will make every effort to NOT schedule meetings after school during the week of conferences.~~

1. Evening Parent-Teacher Conferences

   a. Evening conferences are a required part of the parent-teacher conference schedule for all licensed staff in the building. Building decisions regarding the specific scheduling of evening conferences apply to all licensed staff and ultimately reside with the building administrator. Prior approval by the building principal is required when an emergency or an extraordinary, unpredictable circumstance arises and a modification is requested. ~~Building decisions around evening conferences apply to all licensed staff in the building. Prior approval by the building principal is required when an emergency or an extraordinary, unpredictable circumstance arises and a modification is requested.~~

   ~~b. Site administrators will determine, with input from staff, whether or not evening conferences occur. Evening conferences will be scheduled in lieu of regular parent-teacher conferences. Evening conferences shall not begin before 4:00 p.m. and shall end before 9:00 p.m. on the evening scheduled.~~

   ~~c.~~b. The total duration ~~of time for any evening of conferences~~ any evening conference session shall not exceed four (4) hours.

   ~~d.~~c. Licensed staff members who participate in evening conferences will receive equivalent early release time on an agreed-upon non-student conference day. ~~If evening conferences are held, then licensed staff members who participate will be allowed equivalent early release time on an agreed-upon non-student conference day.~~

2. Elementary:

   a. First Trimester: At the end of the first trimester, elementary licensed staff members will be provided two (2) non-student workdays in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students.

   b. In order to provide time for elementary building licensed staff to prepare, meetings will not be scheduled before or after school during the week of parent/teacher conferences other than required Individualized Education Program (IEP) meetings. ~~In order to provide time for elementary building licensed staff to prepare, meetings will not be scheduled before or after school during the week of parent/teacher conferences other than required Individualized Education Program (IEP) meetings.~~

3. Secondary Schools on a Semester Schedule:

a. First quarter: At the end of the first quarter, secondary licensed staff members will be provided one (1) non-student workday in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students.

4. Secondary Schools on a Trimester Schedule:

Secondary licensed staff members working on a trimester schedule will be provided with one (1) non- student workday in order to have parent-teacher conferences for the purpose of communicating student progress and academic difficulty to parents of their students. The placement of this day in the calendar will be such as to facilitate the intended purpose of the conferences.

5. Should an ~~employee~~licensed staff member experience a unique or emergency situation that falls during parent/teacher conferences, the ~~employee~~licensed staff member should request conferences be rescheduled with the building administrator. If approved, the following process will be followed: (1) the ~~employee~~licensed staff member and principal will work together to identify new dates during which conferences will take place; (2) the conferences will need to be rescheduled within three weeks of the original conference dates; (3) teacher will notify parents of the date change; and (4) if sub release time is needed to make up missed conferences, the ~~employee~~licensed staff member will use the appropriate leave.

~~L. ELEMENTARY STAFF MEMBERS IN THE DUAL LANGUAGE PROGRAM~~

~~Four (4) substitute days will be provided per school year to each full-time elementary licensed staff member who teaches two sessions of the same class in the dual-language program for the completion of parent conferences, parent communication and report preparation. Timing of the substitute days shall be determined by the licensed staff members in consultation with the building administrators.~~

~~M. NON-PROFESSIONAL DUTIES~~

~~Licensed staff members will be compensated for all non-professional duties beginning with the commencement of such duties each day in accordance with the pay schedule set forth in Article XV.F. NONPROFESSIONAL DUTY PAY.~~

~~N. EXTRACURRICULAR ACTIVITIES~~

~~Licensed staff members will be paid additional compensation for the services as defined in Article XIV. EXTRACURRICULAR ACTIVITIES and APPENDIX A.~~

~~O. SPECIAL EDUCATION LICENSED STAFF MEMBERS RESPONSIBLE FOR WRITING IEPS~~

~~Special education licensed staff members and case managers will not be assigned non-instructional duties outside the student contact day during the months of October, November, May, and June (pre census months). Non instructional duties outside the student contact day will not be assigned to case managers or special education licensed staff members that write a significant portion of twenty (20) or more individualized education plans (IEPs).~~

~~During the remainder of the school year, special education licensed staff members/case managers with fewer than twenty (20) IEPs will be assigned a prorated number of duties in a meeting that occurs prior to October 15. This collaborative meeting between the case manager/licensed staff member, the building administrator, and a district special education administrator will take into account: (a) building administrator assigned special education meetings, (b) district representative assigned IEP requirements, (c) building administrator assigned student contact requirements, and (d) assignments to building/district academic/behavioral teams.~~

~~P.~~K. SPECIAL EDUCATION LICENSED STAFF MEMBERS AND CASE MANAGERS

1. Special education licensed staff members and case managers may request half-day or full-day release time through the Special Programs Director or designee for legally mandated I.D.E.A. Activities (such as testing, IEP development, and IEP progress reports) and spring transfer meetings. Up to sixteen (16) hours will be made available for the release time each semester for every licensed staff member that is eligible. Such release days are in addition to the Report Preparation Days provided in Article IX.I. The Special Programs Director will have sole discretion in authorizing half-day or full-day requests.

2. ~~If case management time is not built into the student contact day or week (i.e., minimum ninety (90) minutes for the week) for special~~ Special education licensed staff~~, they~~ may request up to four (4) days of release time for completion of special education programming needs. This is in addition to the half- day or full-day release time referenced above. These release days are not available to licensed staff members who have a least ninety (90) minutes of case management time per week during the student contact day. Approvals are contingent upon adequate funding.

3. Special education licensed staff members may request additional time for Educational Assistants to meet outside of the student contact day. This time must be utilized for planning for student supports that the Educational Assistant will be responsible for, under the supervision of the licensed staff member. The additional hours must be agreed to voluntarily by the Educational Assistant.

4. Principals may request additional time for licensed special education teacher teams to meet outside of the contract year. For purposes of planning for the following year, the special education team may request up to an additional ten (10) hours of planning

time through the principal after school concludes in June. The Special Programs Director will have sole discretion in authorizing additional hours.

~~4.~~5. Special education licensed staff members and case managers will not be assigned non-instructional duties outside the student contact day during the months of October, November, May, and June (pre-census months). Non-instructional duties outside the student contact day will not be assigned to case managers or special education licensed staff members that write a significant portion of twenty (20) or more individualized education plans (IEPs).

~~Q.~~L. ENGLISH LANGUAGE DEVELOPMENT (ELD)

1. A pool of forty (40) days of release time will be available to English Language Development (ELD) licensed staff members for mandated activities separate from teaching/preparation for teaching, such as individualized testing, new student processing, compiling data for state reports, spring transfer meetings and transition record-keeping. ELD licensed staff members may request half-day or full-day release time for such purposes through the Director of Instruction or designee. The appropriate District Director or designee will have sole discretion in authorizing half-day or full-day requests.

2. ELD staff members may request additional time for Educational Assistants to meet outside of the student contact day. Any such time must be utilized for planning for student supports for which the Educational Assistant will be responsible, under the supervision of the licensed staff member. The Educational Assistant will have the option whether to work the requested additional hours.

~~R.~~M. SPLIT-ASSIGNMENT LICENSED STAFF MEMBERS

All split-assignment licensed staff members, not to include daily itinerant licensed staff members, assigned to more than one (1) building as part of their daily FTE will be assured travel time between buildings of twenty (20) minutes ~~in addition to a thirty-minute (30-minute) duty-free lunch period~~. Their workday is to include the normal preparation time. Mileage allowances in accordance with the provisions of Article XVI REQUIRED TRAVEL will be paid for all required travel from building to building.

1. In cases where a licensed staff member has a split assignment, one (1) of the sites that the licensed staff member is assigned will be considered "home base," as designated by the District. The licensed staff member will be responsible for attending staff meetings at the "home base" school and will be responsible for obtaining information generated at the meetings at the other school(s) not considered "home base."

2. A licensed staff member with a split assignment will confer with the building principals to establish the licensed staff member's assignment of non-instructional duties and

attendance at scheduled school events and special meetings, proportional to their assignments in each building.

3. The Association may request a list of all ~~employee~~licensed staff members teaching part or full-time with split assignments, their respective FTEs, their assignments, their "home base," and their designated prep period.

4. ~~Employee~~Licensed staff members assigned to more than one (1) building will have the option of a District-provided cell phone capable of performing school-required tasks including but not limited to texting and emailing.

~~S.~~N. WORKLOAD, WORK SPACE AND WORK EQUIPMENT REVIEW

1. It is the District's responsibility to determine and assign the workloads of unit members including, but not limited to, the number of students to be served, caseloads, conditions under which work is performed, the equipment with which work is to be performed and other elements pertaining to ~~employee~~licensed staff member workload. In the event a licensed staff member believes a District-determined workload, work space, or work equipment allocation to be inequitable, the licensed staff member may notify the principal or immediate supervisor and request review. It is the intention of this provision that concerns related to workload be addressed in a serious and timely manner.

2. Step One. In the event a licensed staff member believes a District-determined workload, work space, or work equipment allocation to be inequitable, the licensed staff member will first notify the principal or immediate supervisor and request review. When a review is requested, the principal/supervisor will meet with the affected licensed staff member to resolve the concern. If, within seven (7) contract days, the concern is not resolved to the satisfaction of the licensed staff member involved, the licensed staff member may request that the process proceed to Step Two. Association and District representatives will be notified of this decision by the licensed staff member and the principal involved. Notification may be made by e-mail.

3. Step Two. In the event a licensed staff member and principal/supervisor are unable to resolve a workload, work space, or work equipment issue, the matter will be brought to the Director of Instruction. The Director of Instruction will have seven (7) contract days to resolve the concern. If the concern cannot be resolved to the satisfaction of the licensed staff member involved, the licensed staff member may request that the issue proceed to Step Three, the District/Association Workload, Work Space, and Work Equipment Review Committee.

4. Step Three: District/Association Workload, Work Space, and Work Equipment Review Committee.

a. ~~The~~ Each Review Committee will be composed of six (6) persons: three (3) appointed by the Association and three (3) appointed by the District. The Association and the District will each appoint an alternate person to the Review Committee in case of a conflict of interest by one of the members resulting in recusal.

b. ~~The District/Association Review Committee members will be appointed by the October contract maintenance meeting of each school year.~~ Each review committee will be appointed within three (3) contract days of a request to proceed to Step Three. The committee will be required to ~~meet prior to October 31 to~~ review the process and procedures to be used for hearing workload, work space and work equipment concerns. The process and procedures will be outlined in writing and jointly submitted by SEA and the District prior to the first meeting of each committee.

c. Within ten (10) contract days of the request to proceed to Step Three, the Committee will meet to review the concern and will issue a recommendation.

d. In reviewing the matter, the Committee will meet with the principal/supervisor and the licensed staff member initiating the request, as well as any other persons the Committee determines may have information relevant to the matter. In reviewing the matter, the Committee will be provided information previously considered, along with any previous attempts to resolve the concern.

e. The Committee's task will be to determine:

   (1) Whether the workload, work space, or work equipment assigned to the licensed staff member is inequitable, and

   (2) If an inequity exists, the reasonable alternatives available and recommended course(s) of action to resolve the dispute.

f. If the Committee determines that inequity in workload, work space, or work equipment exists, its recommendation may include, but is not limited to, the following:

   (1) modifying work space,

   (2) purchasing needed equipment and/or supplies,

   (3) increasing the building FTE,

   (4) providing additional educational assistant time,

(5) temporarily increasing the licensed staff member's salary,

(6) modifying class size/composition,

(7) providing additional professional development money and/or days,

(8) providing a suitable mentor,

(9) modifying the teaching assignment to provide fewer class preparations or additional preparation time, or

(10) adjusting non-instructional duties.

g. The recommendation of the Committee will be made by majority vote and will be presented in writing to the Superintendent, with a copy to the Association.

h. Within five (5) contract days, the Superintendent will direct the implementation of the committee's recommendation or will provide an explanation as to why the Committee's recommendation will not be implemented, along with any other direction relevant to the matter. This will be in writing to all parties of interest. The decision will be binding and not grievable.