

Article 12 Working Conditions During School Days

A. Definitions

1. **Preparation Time** is ~~educator teacher driven~~ time used for such activities to plan lessons, class clean up, grade student work, answering e-mails, data input, etc. Efforts shall be made at each building to protect the preparation time. Because other professional responsibilities exist (e.g. student staffing, observation, ~~IEP meetings, Section 504 meetings~~, and evaluation conferences), if time outside of scheduled preparation time is not available for these professional responsibilities, teachers and administration will collaborate on a mutually agreeable time with a clear purpose and ~~within the legally required acceptable~~ time frame.
2. ~~Additional Period is a period assigned to some secondary teachers educators in which they are assigned specific tasks to complete as part of their position and/or for case management. It is understood that because of limitations of the schedule that it may not occur daily and it is not preparation time nor a preparatory period. The only time this may not occur daily is due to the block schedule~~
3. **Professional Learning Community (PLC)**-~~A collaborative group of educators focusing on~~ student data and instructional practices, which include adhering to the four questions, and being data informed ~~as needed~~. While the time is teacher driven, administrators will provide support to PLCs ~~to impact school improvement goals and student outcomes~~.
4. **Grading Time** is ~~educator~~ driven to produce mid-quarter and quarterly grades or progress reports, or to complete other paperwork unless altered by a Memorandum of Agreement (MOA).
5. **Primary Classroom Teacher** is the regular classroom teacher at the elementary level who provides core content to students.
6. **Professional Responsibilities:** Teachers have professional responsibilities outside of the student contact day, within the workday that may include ~~Multi-tiered Systems of Support (MTSS)~~ and ~~Section 504/IEP~~ meetings, as well as professional growth and other professional conversations. ~~All attempts will be made to schedule IEP and Section 504 Team Meetings at a time that minimizes disruption to staff and students while complying with all related regulatory requirements.~~
7. **Planning/Unassigned time** is time when educators are not supervising students and are not participating in a professional responsibility as outlined in number six (6) above. When educators are not involved in an activity as noted above, the time may be used to ~~at the educator's professional discretion to complete other professional responsibilities.~~
8. Middle school advisory is to provide belonging in a homeroom environment, and to support academic accountability in preparation for high school at the developmental level of a middle schooler. It shall not exceed thirty (30) minutes in length, shall result in no preparation time, and shall be graded on a pass-fail basis. Middle school advisory students shall not exceed forty (40) students above the secondary class load.

B. Working Conditions at School Buildings

1. Staff Meetings

The school administrator will schedule no more than two (2) staff meetings per month for all staff except for emergency meetings dealing with health and safety issues and meeting with individual teachers. No voluntary or optional meetings for all staff will be scheduled by the school administration. Staff meetings will end no less than fifteen (15) minutes prior to instruction for students beginning. In the event the school schedule does not allow for the fifteen (15) minutes prior to instruction, staff meetings will end no less than ten (10) minutes prior to instruction- Bargaining unit members may be excused from a school staff meeting at the direction of an administrator to attend a District level departmental meeting (i.e. Special Education staff meeting).

2. Additional Voluntary Trainings

Voluntary or optional trainings for all staff may be scheduled by administration and will not be mandatory for staff. Non-attendance at such will not subject a member to disciplinary or evaluative actions.

3. Uncompensated After-Hours Professional Responsibilities

The District recognizes that teachers attend many after-school events in support of students; however, the District will not require full-time bargaining unit members to attend more than four (4) after-hours events, not lasting longer than three hours each (excluding graduation), unless the teacher volunteers, per year. It is further understood that for high school staff members, high school graduation is required and is one of those four events. With exception to graduation, these events will occur on contract days. If a member volunteers for an event on a non-contract day, it will count as two evening events. The number of after-hours duties that part-time employees are required to attend will be pro-rated accordingly.

4. Lesson plans

Teachers shall not be required to submit a copy of their lesson plans except in the following circumstances:

- a. Probationary teacher for formal observations
- b. Teacher is absent and must submit plans for the substitute teacher.
- c. Teacher is being paid to create lesson plans for District adopted curriculum.
- d. Teacher is on supervisor directed goals.
- e. Teacher is on a Plan of Assistance for Improvement.

C. Working Conditions in the Classroom

1. Consideration in Assigning Students

- a. When the initial classroom assignments are made, students shall be distributed equitably to the greatest extent possible (e.g. IEP, 504, ELL, TAG, behavior, gender, etc.) among classrooms at that grade level or subject area. Students may be clustered for the purpose of instruction as needed to maximize student learning and assignment of staffing. If a Bargaining Unit Member determines the need for more support based on either social emotional concerns or academic need then the team can request additional support from building administration. If the building administration is unable to provide support, they can request additional support from the District.

- b. After initial classroom placements are made, the Principal and Grade Level Team (including relevant service providers) will collaborate to problem solve prior to changes being made. ~~This does not apply to the assignment of new students after the school year has begun.~~
- c. If a student is moved from a classroom and assigned to another teacher, the teacher will be informed of the situation and notified of the change.
- d. When assigning students to non-standard classrooms, consideration will be given to the number of workstations in the room (e.g., ~~Home Ec, Culinary Arts, CTEshop~~ classes, ~~Computers~~) in order to maintain safety and learning opportunities.

2. Secondary Class Loads

- a. ~~For Secondary teachers bargaining unit members~~, class loads should be limited to one hundred eighty (180) student contacts (excluding P.E., and music classes ~~which have a class load limit of two hundred twenty-five (225) students~~). If a secondary ~~teacher's bargaining unit member's~~ load exceeds one hundred eighty (180) ~~or two hundred twenty-five (225) as identified above~~, the member, and the administrator will meet through a problem-solving process to create a concrete plan to relieve the workload. Notice of resolution will be sent to the Association building representative. Teachers can volunteer in writing for students above that for the sake of their program.
- b. Secondary high school counseling program shall have a targeted staffing ratio of one (1) counselor per four-hundred (400) students. If a load exceeds this, the member and the administrator will meet through a problem-solving process to create a concrete plan to relieve the workload.

3. Elementary Class Size Targets/Thresholds

Grade	Target	Threshold
K-1	21	25
2-3	26	29
4-5	28	31

If an elementary teacher has a class size that is larger than the threshold listed above, they will meet with an administrator through a problem-solving process to create a concrete plan to relieve the workload, which may include additional educational assistant time (ESS and/or TSS) as available, noted in Appendix E, or release time for additional parent-teacher conferencing time. Notice of resolution will be sent to the Association building representative. Teachers can volunteer in writing for students above the ~~target~~ threshold without additional supports.

4. Combination Classes

Prior to the District determining that combination classes are necessary to balance class sizes or for subject areas at the secondary level, the District will:

- a. Request teacher volunteers for the class;
- b. Work collaboratively with the grade-level teams in placing students;

- c. Consider the nature of students to be placed in the class including ability ranges and behaviors;
- d. Provide smaller class sizes than single grade level classes if possible.
- e. Assign new students to single grade level classrooms after all classes are established in the building, unless the enrollment difference between a combination classroom and all same-grade, single-grade classes is two (2) students; then the next new student may be assigned to the combination classroom;
- f. Add educational support time per the Association/District committee recommendations;
- g. Consult with the teacher to determine the appropriate model of instruction (e.g., split, blend) for the success of the class;
- h. If possible, not assign new to the profession teachers to teach a combination classroom;
- i. No member shall be required to teach a combination class two years in a row with the exception of Ruch, MOA and Innovation Academy who follow a different school/academic model, or secondary classes in foreign language or CTE; and
- j. In addition to their regular pay, any teacher assigned to teach an elementary combination class will receive a stipend equal to 5.86% of the MSD Base Salary Schedule, for the year, to be paid in twelve (12) equal increments.

D. Preparation Time

1. Secondary and Departmentalized Middle Schools

Preparation times shall be one (1) full length class period per day. The prep period shall be equal in length to the longest period of that day.

- a. A modified day is a class arrangement that is different than the regular daily/weekly, starting/ending times, passing periods, et cetera that is published by the District (excluding inclement weather events or facility failures/disruptions). An individual high school site may have a maximum of nine (9) exceptions (days) of modified schedule affecting preparation time per year ~~for the following~~ including, but not limited to: non-instructional student activities (i.e. Assemblies). An additional three (3) days (for a total of twelve (12) modified days) may be added for requirements outlined by Oregon Department of Education and/or statute (i.e. annual training on Erin's Law, career learning activities, etc.).
- b. At the Middle School level each site may have a maximum of two (2) days of schedule affecting preparation time per year for orientation.
- c. During those weeks that are affected by the above modified schedules(s) the District will ensure a minimum 90% of what is normally assigned preparation time.

2. Elementary Schools

- a. Elementary bargaining unit members shall have no less than four (4) periods of forty (40) consecutive minutes of preparation time throughout the school week with no less than a total of three hundred (300) minutes based on a five (5) day week. The 40-minute blocks of time shall occur during the student school day once per day unless the Bargaining Unit Member agrees

otherwise. In addition, bargaining unit members shall have sixty (60) minutes on early release Wednesdays except for the four (4) Wednesdays set aside for District-scheduled in-services and meetings. Principals will not schedule staff meetings during these weeks. This does not apply to regularly scheduled meetings for Title, ELD, SPED, and other teachers not assigned to a primary classroom setting. Unscheduled Wednesday early release time will be used for teacher preparation.

- b. An elementary bargaining unit member will receive preparation time whenever their students are assigned to a specials teacher and will not be required to supervise students during specials. In the event preparation time is lost due to the scheduling of activities (e.g. field trips, assemblies, track meets, etc.) the affected teacher will have their ~~choice between accrual of compensatory time or the~~ preparation time restored within one (1) week of losing the preparation time, **if preparation time cannot be made up they shall be compensated as outlined in Appendix G.** Each building will develop a plan to deal with student discipline problems so that teacher preparation time is not affected, and students are not returned to the classroom teacher from their specials.

3. Non-Instructional Staff

Educators whose primary job is not classroom based, (i.e. deans, counselors, etc.) shall have prep time that is equal in minutes to that of the level they serve (elementary or secondary) for the week. It may occur in shorter or longer blocks as needed. Moreover, it is understood that prep time may vary daily based on the workload of that day. Non-instructional staff prep time will be scheduled in the same manner as classroom based teachers. The educator has the professional discretion to adjust and reschedule the time to meet their professional obligations.

4.-Past Practice

Any established past practice that violates the contract and/or negatively impacts preparation time as described in the contract shall be considered null and void, and the parties agree to follow the contract.

E. Professional Learning Community (PLC)

Bargaining unit members shall have a minimum of sixty (60) minutes of Professional Learning Community time each Wednesday, to be used at the discretion of each PLC team. ~~In the event the mid-quarter grading day and/or School Improvement Plan Meetings (SIP) are scheduled on a Wednesday,~~ bargaining unit members will not be required to meet with their PLC.

School Improvement Plan Meetings (SIP) will be scheduled four (4) times throughout the school year, once per quarter. Teachers will not be required to meet in their PLCs the week SIP meetings are scheduled.

F. Instructional Hours

1. Instructional Day

The regular instructional day for bargaining unit members shall not exceed 1,500 minutes per week for grades 6-12. Grades 4-5 shall not exceed 1,650 minutes per week (less available specials time). Grades K-3 shall not exceed 1,500 minutes per week (less available specials time).

2. Safety During Student Transitions

Bargaining unit members will support student transitions based on member availability.

3. Duties

Bargaining unit members at grades K-12 shall not be assigned duties (e.g., recess, bus, playground).

4. Secondary Class Preps

Bargaining unit members with more than three (3) different class preps will receive one (1) additional preparation period in place of a duty period ~~(does not apply to elective teachers including PE, Music, CTE, etc., who may have an unlimited number for programmatic needs)~~. Teacher may volunteer for more than three (3) class preps and not receive the additional prep period. Combination classes of the same subject shall count as one (1) preparation. Honors classes will be considered as separate preps. A-middle school advisory period does not count as a class prep.

5. Travel and Planning Time

Itinerant staff working in more than one (1) building shall receive reasonable travel and planning time that takes break-down time, travel time, parking time, and set-up time into account. The District and Association will work collaboratively to determine the amount of travel time needed.

G. Drug Testing of Bargaining Unit Members

Whenever District officials have reasonable suspicion that a bargaining unit member is under the influence of drugs or alcohol while at work or while at any school District activity, the District may immediately request that the employee submit to testing designed to determine whether the employee is, in fact, under the influence of drugs or alcohol in violation of policy, rule, or law. In requesting the testing, the District will make every reasonable effort to protect the privacy and confidentiality of the bargaining unit member being tested.

H. Electronic Surveillance

The primary purpose of electronic surveillance is to ensure the health, welfare and safety of all employees, students, and visitors to District property, and to safeguard District facilities and equipment. Video cameras and other electronic surveillance equipment may be used in common areas, including the gym, as deemed appropriate. When using it in common areas it will be for the above purposes and not evaluation.

I. Health and Safety

The District shall provide a safe and healthful working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well being.

J. Student Behavior Process

1. The primary responsibility for student conduct rests with the bargaining unit member(s) responsible for the activity in which the student is involved.
2. When, in the judgment of the bargaining unit member, a student's behavior poses a threat to the health, safety or welfare of others (e.g. other students, staff members, or the student themselves) the bargaining unit member will notify a building administrator **or building behavior support team** as soon as possible of the unsafe behavior and follow the building-level student referral process. **If a student's behavior causes a significant disruption to the learning of others in a general education classroom, the bargaining unit member will attempt all known and appropriate behavior intervention strategies as well as individual accommodations the student may require (IEP/504/Safety or Behavior Plan). Students will be removed for a time period no less than fifteen (15) minutes unless otherwise prohibited by federal/state law, IEP plan, Section 504 plan, Student Success Plan or Safety. When the student(s) can do so successfully, the student(s) will be returned to the regular schedule of class, with support to re-enter. At the request of the teacher, an administrator will meet to discuss impacts of the student behavior; and if needed, schedule a meeting with the parents or guardians if one has not already occurred.**
3. **The District will adopt an age appropriate behavior matrix that will be followed unless prohibited by federal/state law, IEP plan, Section 504 plan or Behavior plan. In the rare event that an incident referral is reduced, the administrator will meet with the member and provide a reason (i.e. student's IEP accommodations were not followed, etc.).**
4. **The District MTSS process will be followed.**
5. Nothing herein shall be deemed to be inconsistent with District initiatives such as Restorative Justice, Trauma-Informed, Positive Discipline, or Collaborative Problem-Solving practices; or permit non-compliance with the IDEA reauthorization and its regulations.
6. **Student cell phones will not be used in classrooms except under the direction of a bargaining unit member.**

K. Special Education

1. Support

a. Self-Contained Classrooms

- i. Each self-contained classroom will be staffed based on the following adult-to-student ratios:

Elementary	KG MAPS 1:4	MAPS 1 1:5	MAPS 2 1:4	MAPS 3 1:3	FOCUS 1:4
Middle School		MAPS 1 1:6	MAPS 2 1:54	MAPS 3 1:3	FOCUS 1:5
High School		MAPS 1 1:6	MAPS 2 1:5		

- ii. Classroom space and environment will be taken into consideration for total number of students assigned.
- iii. The first Sped II EA assigned to a building will be an 8 hr EA.

b. Resource Rooms

i. Each building resource program will be staffed based on the following adult-to-student ratios:

Elementary	1:15
Middle School	1:20
High School	1:20

ii. Special Education Resource Teacher Case Management: Teachers that are case managing thirty-one (31) to forty (40) students (excluding Transition to KG) will receive an additional seven hundred fifty dollars (\$750) per month based on the size of the caseload as of the first of each month (September 1 through May 1, excluding August and June partial months). Teachers that are case managing forty-one (41) (excluding Transition to KG) or more students will receive an additional one thousand dollars (\$1,000) per month based on the size of the caseload as of the first of each month (September 1 through May 1, excluding August and June partial months). This compensation is provided after case management is equitably distributed among building resource teachers to thirty (30) and on a rotating basis in increments of five (5) students, based on volunteer and then seniority.

c. Additional Support:

i. If a classroom exceeds a number of students (listed below), the bargaining member will be afforded two (2) additional paperwork days.

Elementary Self Contained -15

Middle School Self Contained -20

High School Self Contained -20

Elementary Resource -40

Middle School Resource -45

High School Resource -50

ii. Transition to KG IEPs assigned to special education teachers will not count toward their total caseloads. Special Education Teachers will receive two (2) hours per assigned Transition to KG IEP at their daily rate to draft, facilitate, and finalize.

iii. Adult-to-student ratios are the number of students a special education staff member can typically safely and effectively support, calculated by any combination of certified and classified staff to student ratio. An additional staff member will be added when the need for that adult exceeds 50%. For example, a resource class with an adult-to-student ratio of 1:15 will be assigned a second adult when there are 23 students, and a 3rd adult when there are 43 students.

iv. Special Education Assistants (EAs) will be dedicated to providing special education supports to students within their assigned building(s) and within their job description.

v. When a new classified staff member is hired to support in a classroom, the certified special education staff should collaborate with building and special education administrators to provide for necessary opportunities to train new staff on classroom and student specific needs. (e.g. release time, additional hours at their daily rate, etc.)

vi. Once caseloads are complete, current self-contained teachers may access up to sixteen (16) hours over the summer at their daily rate to prepare for individualized student needs

- vii. If the adult-to-student ratios fall below the minimum for ten (10) consecutive school days (eg. long term absence, temporary move of EA, unfilled position), the impacted teacher will receive up to two (2) hours a week, at their regular hourly rate, to temporarily help offset the extra work. The request must be received by the building or special education administrator to verify number of unfilled days.
- viii. For buildings limited only to virtual speech and language services, additional support will be provided for student supervision and related paperwork duties.
- ix. Special Education Teachers who have not yet completed a teaching program and student teaching experience will be provided professional development on IEP writing and meeting facilitation. These teachers will have their first two (2) IEPs ~~reviewed by an administrator~~ written and modeled prior to the meeting and an special education administrator will attend their first two (2) IEP meetings. An additional three (3) IEPs will include coaching, direct feedback, be reviewed prior to the meeting, and an administrator will attend the meetings. Special Education Teachers who have not yet completed a teaching program or it is their first year as a teacher will be assigned a mentor teacher for one (1) year.
- x. In addition to contractually provided preparation days and time, special education members may request up to four (4) days of release time, per year, for case management duties, or other related duties, as approved by an administrator. These days may be broken up. If a scheduled paperwork day is cancelled, unless by teacher choice, the hours may be paid outside of regular work hours.
- xi. The building level administration will work with the master schedule and general education staffing to ensure that site-based staff are relieved of duties so they receive their assigned preparation period, additional period (when applicable), and lunch. Should the teacher be required to respond to a student issue because, in their professional judgment, an imminent safety need exists, resulting in them missing their preparation period, lunch or additional period they shall notify an administrator immediately to work out a plan to make-up missed time.

2. Non-Teacher Caseloads

- a. Caseloads of Special Education staff who are not classroom teachers (e.g. evaluation team, OTs, SLPs, autism specialists and school psychologists, etc.) will be distributed to ensure equity among staff through collaboration with staff and administration. It will be developed based on student needs and staff will be consulted prior to final assignments.
 - i. These employees will be afforded up to four (4) days to work from home on paperwork (e.g. reports, assessments, etc.) so long as a sub is not needed to fulfill their duties. Pre-approval of sped administrator is required. All efforts will be made to allow for approval so long as it does not interfere with scheduled meetings or student service interruptions.
 - ii. Speech Language Pathologists (SLP's)
 - 1. SLP caseloads will take into account the total number of students that the SLP provides services to and the amount of yearly service time. When the total amount of service times exceed the amount of service time and prep time that the SLP has, additional support will be provided in one or more of the following ways: classified support staff for clerical duties, an SLPA, or reassigning students to another SLP or contracted SLP.

3. Inclusion/Support of Education

- a. The implementation of inclusion/supportive education shall be determined by the IEP process for individual students. If a general education teacher identifies a need for more

support, then a representative of the District and Association will meet to work towards a solution.

- b. Students may be clustered for the purpose of providing specially designed instruction in a content area according to goals and service time on the IEP.
- c. If there is a point where the number of students on an IEP in a cluster exceeds the ability of either the General Education staff or Special Education staff to maintain safety of all students or provide appropriate differentiated instruction, a request may be made to building administration and Special Education staff for additional support. This request can be made at any time per the bargaining unit member's discretion. If the building is unable to provide support from current building staff, the building administration will request additional support from the District Special Education Department. The final decision for level of support will be the SpEd Department Administration.

4. Preparation Time

- a. Special education building case managers (e.g. Resource teachers, Self-Contained teachers, and SLPs) will be provided time comparable to the general education teacher at their instructional level as outlined in Article 12.D.
- b. When any teacher is asked or required to implement any co-teaching models within their classroom, both teachers shall be provided either at least 60 minutes of common prep time per week (in no less than 30-minute increments) or additional release time. Staff will work with the building administrator to determine if common prep time is needed, and the options for providing that (shared release time, one day a term, etc.). Time needed for release shall be determined by each building's special education team in collaboration with building administrators and approved by a representative from the special education department. Building administrators will take teacher preference into consideration, as one factor, when determining common preparation time versus shared release time.
- c. Special education case managers at the elementary level will be provided an additional 2 ½ hours of time per week for case management in no less than 30-minute blocks of time during their work day.
- d. Special education case managers at the secondary level will receive an additional period in their teacher/student schedule for case management in addition to their preparation period. Based on the schedule of the school this may not happen daily.

5. Meetings

- a. Special education staff assigned to more than one school will not be required to serve on building-level committees or attend building level staff meetings at both sites. They must attend staff meetings at least one site, preferably where they are assigned as the only case manager, of any variety (e.g. SLP, Resource, Site-based) assigned in that building. To the greatest extent possible, teachers who are on Emergency or Restricted licenses shall not be assigned to more than one school.
- b. Special education staff (who receive an Extra Compensation stipend) receive that stipend for additional hours outside of their regular workday to accommodate parent/guardian or service provider availability for IEP team or related meetings.
- c. Special education staff will not be required to attend the allocated weekly sixty (60) minutes for Professional Collaboration Time. Instead that time will be utilized up to 2 times per month at the discretion of the Director of Special Education (scheduled in advance). This time shall not be construed as a meeting, and will not count towards the maximum number of meetings per month. Any time outside of the 2 times per month can be used at the discretion of the teacher for collaboration with job alike peers, Professional Collaboration Time or Team Time with general education teachers, additional time for preparation or case management duties etc.

L. English Language Development (ELD) Staff

The District's Oregon Department of Education (ODE) EL Plan will address caseload and/or student needs in regards to staffing.

For the District _____ Date _____

For MEA _____ Date _____