

Article 4: Working Day

A. Working Hours

1. A member's normal working day shall be eight (8) continuous hours, including a continuous half hour duty-free lunch.
2. The working day for elementary school members (grade K-5) shall be a continuous period of no more than eight hours between 7:30 am and 3:50 pm. The working day for middle school members (grades 6-8) shall be a continuous period of no more than eight hours between 7:30 am and 3:50 pm . The working day for high school members (grades 9-12) shall be a continuous period of time of no more than eight hours between 7:35 am and 3:55 pm.
3. Each school shall set one work schedule within the time ranges specified above. Exceptions to the set school schedule on a flexible basis must be agreed upon by the member and principal as long as an eight hour working day is maintained. Exceptions to the set school schedule on a regular basis must be agreed upon by the member, the District and the Association.
4. On Fridays and on days before holidays, the winter break and spring break, days where there are required evening activities, and other exceptions as approved by the building administrator, members may leave as soon as the last bus has departed at the elementary level, and after the last teaching class at the middle and high school level.
5. The District and the Association recognize that education is a profession involving certain professional obligations; among these are: meeting with individual students and/or parents, as necessary and joint planning with staff, as appropriate.
6. Occasionally, members may be requested to participate in activities beyond the normal working day.
 - a. These may include back to school nights of an educational nature, elementary music performances and school programs not to exceed three (3) activities in any given school year. Any additional requested attendance shall be compensated at the professional service rate.

- b. These extended day requirements may only occur on scheduled contract days.
- c. Members shall be given at least two weeks' notice before being required to attend an activity beyond the working day.
- d. Staff meetings shall be held during the working day.
- e. Time for Family Partnership Meetings shall constitute a total number of hours not to exceed those in a typical working week. Administrators shall communicate conference schedules 30 days in advance of actual conference dates.

7. Signing Out of the Building

- a. Members will sign out of the building when leaving during the work day. Members can leave during the work day on occasion when they do not have meetings, direct instructional or supervision duties. Members will use this time for unavoidable conflicts including, but not limited to, medical, legal and other appointments, travel arrangements, or care needs. This practice shall only take place if the District does not need to hire a substitute. **Time out of the building should be accounted for in the substitute management system if it does not pertain to the member's assigned duties.**
- b. Members may sign out the day before an end-of-grading-period work day (except the last work day of the contract year) for a professional on-call status for the following work day. The sign out must include a destination and a telephone number where the member may be reached during the day by an administrator, staff member, or parent. In an unusual circumstance, a member may be asked to return for an emergency building meeting. The member must have worked the day before the workday. The member shall use the eight-hour day to do student grading and perform other such professional responsibilities. The member may not use this time for any other activity. The District administration reserves the right to deduct the daily wage or deny future requests if any member abuses the process of being on-call.
- c. Members may not sign out of the building and work from home on the scheduled member planning days or during Family Partnership meetings. These days are contract days to be worked in building or in district.

B. Duties:

Duties assigned during the working day to members shall not infringe upon their duty-free lunch period and/or planning and preparation time. Duty will be equitably distributed among all members in the building, taking into consideration other building responsibilities. By no later than the end of September, building representatives and building administration, with member input, will meet to go over the equitability of the duty schedule. If a member has a concern about an assigned duty, they should address the concern with the building administrator who will respond within five working days. If a member is not satisfied with the response of the administrator, they may appeal the decision to the Director of Human Resources who will notify the TTEA president.

C. Preparation Time

1. Elementary members will be provided no less than one-hundred fifty (150) minutes of preparation time during student contact time in a five day week. No less than twenty-five (25) minutes of this time shall be provided on any full student day. The administrator and member may mutually agree to modify the schedule assuming an approximate average of one-half (1/2) hour total preparation per day.
2. Elementary members will be provided five and a quarter (5.25) hours per week of planning time during non-student contact hours for the purpose of instructional planning. Students will not be released to the classroom more than fifteen (15) minutes prior to the start of instructional time.
3. The master schedule at each elementary school will include a five minute transition period between each specials session. Schools that are unable to accomplish this may use some flexibility to do so and must submit their schedule to the HR Director and the TTEA President for review and approval.
4. Elementary PE and Music Specialists will teach up to nine sessions of single homeroom classes each day.
5. Middle school members (grades 6-8) **and members working at the Tigard-Tualatin Virtual Academy** will be provided one (1) continuous block of preparation time of 40 minutes, or the equivalent of one instructional period per day, whichever is greater, during the student contact day for classroom preparation, with the exception of (1) up to four days per year for the purpose of assemblies/activities and (2) the building level State Testing Schedule. The

State Testing Schedule will be determined by the building administrator in consultation with a joint committee of teacher members selected by content area and/or grade level and administrators at each building. The agreed schedule will be forwarded to the HR department and TTEA President 30 days prior to implementation. The teachers may reserve the right to limit student access to their classroom 15 minutes prior to the start of the instructional day.

6. High School Block periods will each be 87 minutes in length. Preparation time of $\frac{2}{3}$ of a block period (continuous 60 minutes) will be guaranteed. The other $\frac{1}{3}$ of the block period (27 minutes) may be administratively assigned with input from the Association. This additional 27 minute period shall be used for meetings or supervision duties only occasionally. For most of the week, this 27 minute period would be uninterrupted and free of additional duties or meetings. The District has the option to eliminate or change the High School block schedule to provide periods other than eighty-seven (87) minutes in length. If the District makes this change then preparation time for teachers shall be one of the new "periods" in length pursuant to the District's new High School schedule. Periods will not be less than forty-five (45) minutes in length.

7. All Creekside Community HS members will be guaranteed a continuous 75 minutes of prep time on Monday, Tuesday, Thursday, and Friday. All CCHS members will be guaranteed a continuous 60 minutes of prep time on Wednesdays. Prep time of $\frac{2}{3}$ of a period will be guaranteed, the other $\frac{1}{3}$ of the period can be used for meetings or supervision duties only occasionally. For most of the week, this period would be uninterrupted and free of additional duties or meetings. All prep time protections that have not been modified by this agreement still apply to CCHS members. Due to the nature of the services provided at the CCHS, the association and the district understands that it is necessary for the CCHS to have a work day that is a continuous period of no more than eight hours between 7:40 am and 4:00 pm.

8. Preparation time is within the student contact day and is to be used by teachers to prepare for instruction. Members without teaching duties shall have an equal amount of preparation time to prepare for their job requirements. Members without teaching duties should use this time for independent work.

9. The District shall strive to schedule activities so as not to regularly require members to assume responsibilities for other classrooms during their preparation period. Members who are requested by an administrator or designee to teach a class during their preparation period and who thereby lose their preparation period that day shall receive pro rata salary for the loss of the preparation period. In the event of a sub shortage to cover a class:

- a. Building administrators will explore all options available to minimize the impact on workload that is created when a member covers a class due to a lack of substitutes.
- b. If a member is able to cover a class or assignment due to an unfilled absence and the current contract language for loss of prep is not applicable, members will receive up to 4 hours of per diem to cover the class.

10. Members with special education assignments shall not be required to supervise students during preparation time or during duty free lunch.

D. Meetings

1. Each school will establish a meeting calendar at the beginning of the school year. The proposed calendar will be reviewed to ensure that elementary members receive the required amount of planning time. Any member who has a concern about the meeting schedule should address that concern with the building principal. If a resolution cannot be reached, the member may appeal to the Labor-Management Committee. Required meetings such as staff meetings and PLC meetings will not exceed 55 minutes per week, not including EBIS/MTSS meetings, emergency stand up meetings, and IEP meetings. This does not include pre-service days. Building Administration will work with Building Representatives to minimize the number of non-essential meetings and committees. No meetings will occur during the grading week and Family Partnership weeks, with the exception of EBIS/MTSS, IEP, or emergency meetings.

2. The Superintendent or designee, if requested by the Association, will review with the Association a specific building's use of required meetings with regard to the number, their use, and the time spent. The purpose of this work is to make the most effective use of members' time by minimizing those meetings where alternative communication structures can be used to communicate information and announcements, and by making the most effective and productive use of meeting time, with an emphasis on instructional issues.

E. Time for Case Management

1. Members with case management shall be granted an extra preparation period (in a block of no less than thirty minutes during student contact time) of at least two hours and thirty minutes per week.

2. In addition to contractually provided planning case management work days, special education members may request up to four (4) days of release time, per year, for paperwork, conferences with parents, writing IEPs, scheduling IEP-related meetings, scheduling students and setting up instructional materials for students. Such requests may be granted by the Director of Special Education who shall not unreasonably withhold approval.

a. Unused days will be placed into a pool and will be available to members. Individual members may request an additional day due to unforeseen circumstances which meet the criteria established in Section E.2 above. Such requests may be granted by the Director of Special Education who shall not unreasonably withhold approval after considering the number of days available in the pool.

3. In addition to contractually provided planning days, ELL members may request up to one (1) full day, or two (2) half case management work days per year, for paperwork, testing students, scheduling students, and setting up instructional materials for students. Such requests may be granted by the Director of Teaching and Learning who shall not unreasonably withhold approval.

a. Unused days will be placed into a pool and will be available to members through July 1 of each year. Individual members may request an additional day due to unforeseen circumstances which meet the criteria established in Section E. 3 above. Such requests may be granted by the Director of Teaching and Learning who shall not unreasonably withhold approval after considering the number of days available in the pool.

4. In addition to contractually provided planning days, counselors may request up to four (4) days, or eight (8) half case management work days, per year, for paperwork, conferences with parents, writing 504's, scheduling 504-related meetings, and other activities that are connected to 504's. Such requests may be granted by the Director of Teaching and Learning who shall not unreasonably withhold approval.

a. Unused days will be placed into a pool and will be available to members. Individual members may request an additional day due to unforeseen circumstances which meet the criteria established in Section E. 4 above. Such requests may be granted by the Director of Teaching and Learning who shall not unreasonably withhold approval after considering the number of days available in the pool.

F. Working Day for Itinerant Members

1. Preparation time shall not be used for travel time between work sites for members who are assigned to more than one (1) work site.
2. Itinerant members working .5 FTE or more shall have schedules that include no less than thirty (30) minutes for lunch, and sufficient time to travel to their assigned places of duty when traveling from one assignment location to another.
3. An itinerant member may request the Human Resources Director to review his/her schedule to ensure compliance with this Agreement.

G. Working day for Part Time Members

1. Members working less than full-time shall have a prorated amount of preparation time, based upon the member's percentage of full-time work. Part time members shall also have the same prorated amount of instructional minutes, student contact time, and preparation time.

Part-time members with a special education assignment shall have a prorated amount of case management time.

2. Attendance time at meetings and activities beyond their normal workday shall be prorated for part-time members. Part-time members may be required to attend up to two meetings that are not contiguous with their workday, when given fourteen (14) day advanced notice. Part-time members shall also be required to attend after-hours events and conferences on a prorated basis.
3. A part-time member and his/her supervisor may mutually agree to have the member attend meetings and activities beyond the workday (e.g. conferences) on a full time basis. Additional work time for such meetings and activities shall be compensated on a per diem basis.