



AGENDA

- | | | |
|--------------------------|----------------|---|
| I. CALL MEETING TO ORDER | 5:30 p.m. | |
| II. ACTION ITEMS | 5:30 -5:50p.m. | |
| A. Level 3 Grievance | | 2 |
| Susan Rodriguez | | |
| III. ADJOURNMENT | 5:50 p.m. | |

District Goal: WE Empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

In accordance with the provisions of the Collective Bargaining Agreement between the Beaverton School District and the Beaverton Education Association, the BEA is submitting this written summary of the grievance filed on behalf of the staff assigned to Conestoga Middle School.

Pertinent Contract Provisions

Article 4 Grievance Procedure

Article 10 A. Work Day

Article 10 D Instructional Hours

Comprehensive Distance Learning MOU

And any other articles that may be pertinent to the premise of the grievance or arguments in defense thereof.

Statement of Facts

1. As of the start of the 2020-2021 school year, all classroom activities were being provided under mandated CDL protocols.
2. Under the CDL protocols, those employees providing remote instruction were required to prepare for each class for both synchronous and asynchronous activities.
3. Under the CDL protocols, those employees providing CDL instruction were required to manipulate multiple electronic formats for purposes of instruction, and record keeping.
4. Facts 2 and 3 above required additional time outside of the workday above and beyond what is normally required.
5. The BSD and the BEA agreed to modification of certain planning time contract provisions to provide additional time during the workday to allow for some of the additional work.
6. Before CDL, the average Conestoga schedule called for teachers to teach 5 daily CORE classes that were 50 minutes long, and an Advisory class on Wednesdays only.
7. The additional work required at Conestoga Middle School through the implementation of the new schedule was compounded by a change in the schedule that was not made at other Middle schools. These changes included:

- Teachers taught six (6) 40-minute CORE classes and one twenty (20) minute Advisory class per day. That was three (3) more core classes than every other middle school.
- They were required to have 4 hours and 20 min of student contact time each day. That was 1-2 hours more per day than every other middle school.
- They were given 2 hours 50 min of plan time per day. That is 1-2 hours fewer per day than every other middle school.

8. As a result of the modifications in the scheduling as outlined in 7. above, the employees at Conestoga Middle school were required to prepare and plan outside the workday to an extent far in excess of the requirements of other Middle school staff. It violated plan time minutes negotiated in the Comprehensive Distance Learning MOU.

9. During 2020 -2021 pre-service week the Principal at Conestoga was notified that the seven-period schedule with no breaks that was being implemented would not work and that the seven-period schedule would require preparation and planning that could not be accounted for during time provided during the day and in excess of reasonable expectations for non-contracted hours. As a result of this discussion the schedule was changed to provide a 30-minute break between period 4 and period 5. This left unresolved the question of excessive preparation and planning required after hours.

10. At a climate meeting held on September 28, the staff complained of the excessive amount of planning that the seven-period schedule was requiring of employees. No further changes were made to the schedule.

11. On behalf of the Conestoga staff the Association initiated the informal step of the grievance procedure on October 7th. As a courtesy to the principal, the Association provided a written copy of the grievance to the Conestoga principal. (See Attached Level I Grievance)

12. On October 10th, the District requested that the association clarify its intent regarding the written grievance form that had been submitted to the Conestoga Principal.

13. The Association responded to the request for clarification on October 12th.

14. The Step 1 informal conference occurred on October 14 without resolution to the grievance.

15. On October 21, the Association advanced the grievance to Level II of the grievance procedure by submitting a written grievance on the form provided at Appendix B of the Collective Bargaining Agreement to Susan Rodriguez, Chief Human Resource Officer of the District. (See Attached October 21 Grievance Form)

16. Association representatives and representatives of the District met on November 4 as required by the Collective Bargaining Agreement to discuss the Association's claim and seek grounds for resolution of the grievance. The parties discussed an alternative schedule for Conestoga that might lessen the additional work requirements. The parties agreed to pause the grievance to test the revised schedule to determine if it would indeed significantly reduce the workload. It was specifically and expressly stated that the question regarding compensation for additional work performed prior to the possible resolution would remain at issue.

17. The District and the Association agreed to meet on February 3 to discuss the compensation issue. However, the district canceled the meeting without explanation or comment.

19. By way of Memo dated March 12th, the District provided a written "Conestoga Schedule Level I Grievance Response". (Attached)

20. On March 16 the Association notified the District of its intent to advance the grievance to Level III, the School Board.

21. On April 18th, the Association was asked to resubmit the grievance to the Superintendent for Consideration. The Association Agreed. (Attached)

22. On April 28, 2021 the Association representatives met with Superintendent Grotting to discuss the grievance.

23. By way of Memo dated May 4, 2021 the Superintendent responded to the grievance by upholding the previous Level II decision issued by Susan Rodriguez. (See Attached May 4th Memo from Supt. Grotting)

Response to District's Level II Denial

Since Superintendent Grotting's response upheld the decision written by Susan Rodriguez without additional rationale the following is based on Rodriguez's March 12, 2021 Document.

In response to ground # 1 of the District's denial at level II, the association asserts the following:

In her March 12 2021 response to the Grievance Rodriguez states that "Article 10.A.2 of the collective bargaining agreement has not been violated. "The normal workday for employees referenced in this language applies to the scheduled on-site or on-duty work hours for licensed staff members." Stating further that language of Article 10.A.2 refers only to start and end times for on site work..."

The Association believes this statement to be irrelevant since the Association has never claimed that the start and end times of school have been violated. The Associations claim has always been that considering the added preparation and planning required by all staff under the District imposed distance learning protocols, the new seven period schedule imposed on the staff at Conestoga required even more after hours work than required of other middle school staff within the District.

The Association recognizes that staff are required to plan and prepare to perform their assigned responsibilities and that some of the planning and preparation will take place outside of the contracted workday. The fact that the Association has not filed a grievance regarding other members begs the question; did the change in schedule require the Conestoga staff to perform an excessive amount of work.

The Grievance procedure contained in the Collective Bargaining Agreement defines a grievance as "a contention or claim by an employee or class of employees that there has been a personal loss or injury resulting from a violation or inequity in the application or interpretation of the terms of this Agreement." The Association is claiming that implementing a workday schedule that required staff at Conestoga Middle School to plan and prepare a substantial amount more than other Middle School staff created an inequitable application of the Agreement.

The Association is not seeking overtime pay as it is usually defined. The Association is seeking compensation for excessive work requirements imposed upon a class of employees that goes far beyond any reasonable expectations for work done outside of the contract day.

In response to ground # 2 of the District's denial at level II, the association asserts as follows:

The District claims that since the principal at Conestoga was given a written copy of the grievance prior to the informal conference this somehow invalidates the grievance.

Article 4.C.1.a of the Collective Bargaining Agreement reads:

Since the purpose of this grievance procedure is to settle equitably, if possible, at the lowest possible administrative level, disputes constituting a grievance, a thorough discussion of the claim shall be: conducted by the grievant and the principal or immediate supervisor to seek grounds for resolution of the problem. Problem solving at the District Level (Article 2, Section J) may also be used to attempt to resolve the grievance. Failing resolution:"

The District claims that the grievance is invalid because a written grievance was given to the principal prior to holding an informal conference. Nothing in Article 4.C.1.a even suggests a prohibition of putting a grievance in writing prior to the informal conference. The language simply requires that an informal hearing be held. The contract is silent as to the procedure for the informal conference so if the Association representative wants to clarify the issues by giving the principal a written grievance then there is nothing prohibiting such.

Any confusion that may have resulted from issuing a written grievance at the informal level was resolved through the correspondence between UniServ Consultant, Lesly Munoz and Chief Human Resource Officer, Susan Rodriguez. As outlined in this document under Statement of Facts at numbers 12 and 13, the Chief Human Resource Officer for the District emailed the OEA UniServ Consultant that was representing the grievants, requesting clarification. More specifically the following correspondence occurred between the two:

October 10th email to Lesly Munoz from Susan Rodriguez:

"I need clarification on the sequence/process you are considering on the Conestoga grievance. Is the 9/28 meeting Zan had with teachers what you are considering the informal conference that has now triggered the written grievance? Or is the meeting next week considered the informal conference? In which case you will submit a written grievance within 5 days of that meeting?"

Reply by way of email dated October 12 from Lesly Munoz:

Our grievance language is confusing. My intention when filing the grievance is simply to give administration something in writing to refer to before our meeting so that they can troubleshoot ideas prior to our informal meeting. I should probably just send an email next time? I am considering the meeting with Zan the first sit down informal meeting. I don't think he heard from BEA Reps about remedies they might have and would like to give him the opportunity to resolve the issue before escalating to the next level.

This is the first contract I work with that has the written grievance entering the superintendent level. I would love to work on that in our negotiations. I hope this helps!"

Reply from Susan Rodriguez dated October 12:

"This is super helpful Lesly! Thank you."

The informal conference was held on October 14. There was no mention of the October 7th written grievance much less any claim made that the written grievance invalidated the timelines. As a matter of fact, it was not until March 12, when the Association received a written reply to the Level II grievance that such a claim was made.

Even if, by some contorted analysis it could be construed that providing the principal with a written grievance prior to the informal conference constituted a violation of the grievance procedure, such violation would necessarily be construed as de minimis. Under the de minimis rule a minor departure from what is generally required is considered either a "permissible exception or not constituting an injury at all." (See Elkouri and Elkouri, How Arbitration Works, Fourth Edition, page 405)

In response to ground # 3 of the District's denial at level II, the association asserts the following:

The District claims that the Association failed to advance the grievance "within five days after the informal conference" as required by Article 4.C.1.b.

The Collective Bargaining Agreement at Article 4.A 3 defines days in regard to the grievance procedure as "working" school days. Weekends and vacation day are thus excluded." Article 4.c.1.b states in pertinent part that "In the event that the problem has not been resolved at the Level I informal conference, the

grievant shall within five days after the informal conference prepare a written statement of such fact on the form contained in Appendix B . . .”

As stated previously, the informal conference at Level I of the grievance procedure was held on October 14 which fell on a Wednesday. Such fact is acknowledged by Susan Rodriguez in her March 21 denial of the grievance. Rodriguez also acknowledges that the grievance was submitted to Level II on October 21, which fell on Wednesday of the following week. The District’s failure lies in the counting of days. Counting the two working days after the 14th and not counting the two weekend days and then counting three days starting on Monday, October 19th sets the deadline for the advancement of the grievance at October 21. Thus, the grievance was advanced to Level II in a timely manner.

In response to ground # 4 of the District’s denial at level II, the association asserts the following:

The District cites Article 4.2.J as the basis for its claim that a grievance can not be paused. Article 4. 2.J discusses the problem-solving alternative for resolving a grievance. There is no provision of the contract that prohibits the parties from mutually agreeing to pause or extend timeline once a grievance is filed.

At the Level II hearing the parties agreed to pause the grievance to determine if a changed schedule that the District proposed to resolve the grievance would indeed substantially reduce the amount of work required by the staff at Conestoga. The Association made it clear that because the changed schedule might not sufficiently reduce the work, there might be claims of compensation in addition to those already made. Thus, it would be better to wait on the compensation issue until additional claims could be addressed.

The District agreed to the pause and did not at any time assert that the Association would need to make a formal request in writing. If the District believed that a formal written request was needed to pause the grievance, why then did the District not provide a written reply to the Level II written grievance until March 21st rather than within the five days required by Article 4.C.2a and after the Association requested to meet to discuss the compensation issue? In the parlance of contract interpretation, the district sat on its rights and is now prevented from asserting said right under the theory of estoppel.

Conclusion

Based on the facts and arguments as presented herein the Associations believes that the District’s claims for denial of the Conestoga grievance is without merit

and that the staff at Conestoga Middle School are entitled to compensation for the excess work required by the seven-period schedule.

Should the Board decide in favor of the Association regarding this matter, The Association is willing to meet with representatives of the District to determine the appropriate manner and level of the Compensation.

Respectfully submitted this 17 day of May, 2021.

Lesly Munoz, UniServ Consultant

**BEAVERTON SCHOOL DISTRICT
APPENDIX B pg. 1**

**GRIEVANCE RECORD - GRIEVANCE NO.
For use at Level I**

Name of Grievant:	<u>Conestoga Staff</u>	Date Filed:	<u>October 7, 2020</u>
Building:	<u>Conestoga Middle School</u>	Assignment:	<u>All Licensed Staff</u>
Name of Administrator:	<u>Zan Hess</u>	School Phone No:	<u>503 356-2580</u>

Date of alleged violation or misinterpretation: Ongoing

Article(s) of the Agreement allegedly violated: *Article 10-A-2*

Statement of the Grievance: *Our Collective Bargaining Agreement states: "The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period." Members are averaging 11+ hours on a daily basis and working at least 6 additional hours on weekends. This is a violation of our work day agreement.*

Nature and extent of the injury or loss involved: Educators are being assigned work that they are not able to complete in the time outlined in our contractual agreement. This workload is unsustainable and unreasonable.

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

- Educators communicated to administration during pre-service week that the schedule that included 7 periods with no breaks was not going to work. There are six courses plus advisory. The result of this meeting was a 30 minute break between 4th and 5th periods. This did not resolve the issue of educators working 11+ hours Monday through Friday plus 6 hours on weekends.
- Educators met with administration for a climate meeting on September 28. They discussed the issues with the 7 period schedule and how this had resulted in staff/educators working an average of 11+ hours Monday through Friday plus 6 hours on the weekend. This resulted in no changes to their current schedule.

Remedy Sought:

- *Training on the BEA/BSD contract for administration about our working conditions agreements.*
- *An adjustment to the schedule to ensure that the required work for educators can be accomplished in a normal workday, as defined in the contract*
- *An adjustment to the schedule to ensure that educators are not forced to work on the weekend in order to complete assigned work.*
- *Compensation to make workers whole for the "extra work" they have been doing since the beginning of the school year.*

- *The guarantee that this grievance will not result in laying off staff.*

Level I - Immediate Supervisor

Disposition by Administrator: _____

(Signature - Administrator)

(Date Answered)

**BEAVERTON SCHOOL DISTRICT
APPENDIX B pg. 1**

**GRIEVANCE RECORD - GRIEVANCE NO.
For use at Level I**

Name of Grievant:	<u>Conestoga Staff</u>	Date Filed:	<u>October 21, 2020</u>
Building:	<u>Conestoga Middle School</u>	Assignment:	<u>All Licensed Staff</u>
Name of Administrator:	<u>Zan Hess</u>	School Phone No:	<u>503 356-2580</u>

Date of alleged violation or misinterpretation: Ongoing

Article(s) of the Agreement allegedly violated: *Article 10-A-2*

Statement of the Grievance: *Our Collective Bargaining Agreement states: "The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period."* Members are averaging 11+ hours on a daily basis and working at least 6 additional hours on weekends. This is a violation of our work day agreement.

Nature and extent of the injury or loss involved: Educators are being assigned work that they are not able to complete in the time outlined in our contractual agreement. This workload is unsustainable and unreasonable.

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

- Educators communicated to administration during pre-service week that the schedule that included 7 periods with no breaks was not going to work. There are six courses plus advisory. The result of this meeting was a 30 minute break between 4th and 5th periods. This did not resolve the issue of educators working 11+ hours Monday through Friday plus 6 hours on weekends.
- Educators met with administration for a climate meeting on September 28. They discussed the issues with the 7 period schedule and how this had resulted in staff/educators working an average of 11+ hours Monday through Friday plus 6 hours on the weekend. This resulted in no changes to their current schedule.
- BEA met with Zan (with Nicole and Ken present) and discussed concerns with the current schedule on Monday, October 12th. Zan was going to work on a schedule with a committee and present this to the entire staff on Wednesday, October 21st. The new plan or schedule does not reduce the work of staff to ensure that all folks work on average 8 hours a day and don't work weekends.

Remedy Sought:

- *Training on the BEA/BSD contract for administration about our working conditions agreements.*

- *An adjustment to the schedule to ensure that the required work for educators can be accomplished in a normal workday, as defined in the contract*
- *An adjustment to the schedule to ensure that educators are not forced to work on the weekend in order to complete assigned work.*
- *Compensation to make workers whole for the “extra work” they have been doing since the beginning of the school year.*
- *The guarantee that this grievance will not result in laying off staff.*

Level I - Immediate Supervisor

Disposition by Administrator: _____

(Signature - Administrator)

(Date Answered)



MEMORANDUM

Date: March 12, 2021

To: Beaverton Education Association

From: Susan Rodriguez

RE: Conestoga Schedule Level I Grievance Response

On Wednesday, October 7, 2020, the Beaverton Education Association (BEA) submitted a Level I grievance (Appendix A) demanding training for administrators on the BEA/BSD contract, adjustments to the Conestoga school schedule and compensation for “extra work” for staff. Please consider this memo to be the District’s response to the areas specifically identified in the grievance.

1. **Article 10.A.2 of the collective bargaining agreement has not been violated. “The normal work day for employees” referenced in this language applies to the scheduled on-site or on-duty work hours for licensed staff members.** The District takes the position that this language refers to start and end times for on-site work for licensed staff, their mandated work day. Staff may not be required to remain at work longer than what is in the agreement.

This language has never been interpreted as limiting the number of hours staff work to complete their job professionally. If that were the case, BEA has failed to timely grieve this provision for countless other members who, by their own choice and professionalism, have worked beyond the confines of this article.

The school schedule does not violate contractual language in that the Conestoga schedule adheres to proper start and end times within the mandated work day. The schedule also meets contractual limits for plan time for licensed staff.

As exempt salaried employees, rather than hourly employees, licensed staff members are not paid for overtime.

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

2. **The grievance violates Article 4.C.1.a of the collective bargaining agreement, Informal Conference.** The collective bargaining agreement provides contractually required timelines. The grievance was submitted on October 7, 2020 prior to the informal conference having taken place as required by the language in Article 4.1.a. “Informal Conference - A thorough discussion of the claim shall be conducted by the grievant and the principal or immediate supervisor to seek grounds for the resolution of the problem.” The October 7, 2020 grievance was filed prior to the required Informal Conference which was held on October 14, 2020.
3. **The grievance violates Article 4.C.1.b of the collective bargaining agreement.** Per Article 4.C.1.b, to be considered and processed beyond the Informal Conference, the grievant shall within five days after the informal conference prepare a written statement of such fact on the form contained in Appendix B.

While BEA filed a statement on the Level I form after the October 14, 2020 informal conference, it was submitted on October 21, 2020, and failed to meet the required timeline of October 19, 2020 in order to meet the five day requirement. Additionally, this written statement was incorrectly identified as Level II, despite being the first level of written grievance, and being submitted on the Level I form.

4. **BEA verbally requested a pause to the grievance process on November 4,, 2020, but never submitted this request formally in writing.** While contractual timelines may be waived on all potential grievances raised by either side in regular communication meetings, there is no provision in the grievance process for pausing the timeline once a written grievance has been filed. Per Article 2.J, “Once a grievance is submitted in writing, either as outlined above or by a member, then the contractual timelines Article 4 section B-2 will be observed”.

Due to the evidence outlined above, it is the District’s position that this grievance is not eligible for the remedies sought. The school schedule at issue was contractually compliant in that it took place within the scheduled work day and provided for all contractual provisions for plan time and duty-free lunch. Any extra work licensed staff may have undertaken beyond the contractual work day is ineligible for extended contract pay due to licensed staff’s status as exempt salaried employees ineligible for overtime in the carrying out of normal work activities. The contract language cited has been understood to refer to the scheduled on-site work day for teachers. In the case of the Conestoga schedule, the site administrator did not direct teachers to work beyond their scheduled day. Beaverton School District teachers have never been restricted from working beyond their scheduled on-site hours. As exempt salaried staff, teachers make individual decisions about how to accomplish their professional work.

From: Lesly Munoz <lesly.munoz@oregoned.org>
Sent: Wednesday, October 7, 2020 2:09 PM
To: zan hess <Zan_Hess@beaverton.k12.or.us>
Cc: Sara Schmitt <BeavertonEA@oregoned.org>; BeavertonVP <BeavertonVP@oregoned.org>; ashley wilson <Ashley_Wilson@beaverton.k12.or.us>; douglas miltenberger <Douglas_Miltenberger@beaverton.k12.or.us>; elizabeth mccullough <Elizabeth_Mccullough@beaverton.k12.or.us>
Subject: Conestoga Grievance- Work Day Violation

⚠️ This is from a Non-BSD Email address: Please only click links and attachments if you are sure they are safe

Hello Zan,
Please find attached a grievance on behalf of our BEA members at Conestoga. We would like to sit down and discuss this grievance with you and see how we can help secure a schedule that is sustainable. Can you send us your availability early next week? We are interested in resolving this issue in a timely fashion and at the lowest level possible.

Thank you,
Lesly Munoz
UniServ Consultant
Beaverton
(503) 999-4542

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

SR

susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Thu 10/22/2020 12:39 PM

To:

- Lesly Munoz;
- kenneth struckmeier <Kenneth_Struckmeier@beaverton.k12.or.us>

Cc:

- zan hess <Zan_Hess@beaverton.k12.or.us>

+5 others

Thank you Lesly. Ken was in touch with me yesterday as well, despite being on vacation. I appreciate the follow through on all accounts.

Susan Rodriguez
Chief Human Resource Officer

Beaverton School District | Human Resources
16550 SW Merlo Road, Beaverton, OR 97003
Office: 503-356-4344

From: Lesly Munoz <lesly.munoz@oregoned.org>
Sent: Thursday, October 22, 2020 12:02 PM
To: kenneth struckmeier <Kenneth_Struckmeier@beaverton.k12.or.us>
Cc: susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>; zan hess <Zan_Hess@beaverton.k12.or.us>; ashley wilson <Ashley_Wilson@beaverton.k12.or.us>; douglas miltenberger <Douglas_Milttenberger@beaverton.k12.or.us>; elizabeth mccullough <Elizabeth_Mccullough@beaverton.k12.or.us>; Sara Schmitt <BeavertonEA@oregoned.org>; Lindsay Ray <lindsay.ray@oregoned.org>
Subject: Re: **Conestoga** Grievance Level II

⚠️ This is from a Non-BSD Email address: Please only click links and attachments if you are sure they are safe

?



Follow us!



The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability,

pregnancy, familial status, economic status, veteran status or because of a perceived or actual association with any other persons within these protected classes.

The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you've received this communication in error, please immediately notify us by phone at 503-356-4500 and destroy the original message. Thank you.

KS

☐
kenneth struckmeier
Thu 10/22/2020 12:31 PM
Lesly, I am writing to let you know that I reviewed the Grievance you sent yesterday and per guidance from Susan Rodriguez am forwarding it to her. Thank you, Ken Struckmeier Executive Administrator for Middle Schools Beaverton School District | Teaching &

☐ See 2 more messages

☐
Some content in this message has been blocked because the sender isn't in your Safe senders list. [I trust content from lesly.munoz@oregoned.org.](#) | [Show blocked content](#)

Lesly Munoz
Wed 10/21/2020 4:56 PM

☐
☐
☐
☐
☐

To:

- kenneth struckmeier <Kenneth_Struckmeier@beaverton.k12.or.us>

Cc:

- susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>

+6 others
Conestoga Grievance - Written Form.docx
18 KB

Ken,
Please find attached our grievance on behalf of **Conestoga** educators. Please forward it to the Superintendent or their designee as per our contract.

Thank you,
Lesly Munoz
UniServ Consultant
Beaverton
(503) 999-4542



Some content in this message has been blocked because the sender isn't in your Safe senders list. [Trust content from susan_rodriguez@beaverton.k12.or.us.](#) | [Show blocked content](#)

SR

susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Mon 4/19/2021 5:30 PM

To:

- Lesly Munoz

No worries! I didn't get back to you in time. Buried right now!!!

Susan Rodriguez
Chief Human Resource Officer

Beaverton School District | Human Resources
16550 SW Merlo Road, Beaverton, OR 97003
Office: 503-356-4344

From: Lesly Munoz <lesly.munoz@oregoned.org>
Sent: Monday, April 19, 2021 5:27 PM
To: susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Subject: Re: Conestoga Grievance Appeal

⚠️ This is from a Non-BSD Email address: Please only click links and attachments if you are sure they are safe

I sent it to Don before 5 pm. Sorry! I was worried about making the "business day" 9-5.

Get [Outlook for iOS](#)

From: susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Sent: Monday, April 19, 2021 5:01:17 PM

To: Lesly Munoz <lesly.munoz@oregoned.org>
Subject: Re: Conestoga Grievance Appeal

Hi Lesly,

Thank you as well for the conversation. Please copy Camellia when you send it to Don. I appreciate your trust in the process.

Susan Rodriguez
Chief Human Resource Officer

Beaverton School District | Human Resources
16550 SW Merlo Road, Beaverton, OR 97003
Office: 503-356-4344

From: Lesly Munoz <lesly.munoz@oregoned.org>
Sent: Monday, April 19, 2021 3:51 PM
To: susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Subject: Re: Conestoga Grievance Appeal

⚠️ This is from a Non-BSD Email address: Please only click links and attachments if you are sure they are safe

Hi Susan,

Thank you for the conversation this afternoon. I will send our grievance Don Grotting's way and see if we can get a fair resolution. If we don't get a satisfactory resolution, we retain the right to escalate the grievance to Level III- School Board. Who should I copy on my email to Don?

In unity,
Lesly Munoz
UniServ Consultant
Beaverton
(503) 999-4542

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the

message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

From: susan rodriguez <Susan_Rodriguez@beaverton.k12.or.us>
Sent: Sunday, April 18, 2021 5:21 PM
To: Lesly Munoz <lesly.munoz@oregoned.org>
Cc: sara schmitt <Sara_Schmitt@beaverton.k12.or.us>; don grotting <Don_Grotting@beaverton.k12.or.us>; camellia ayres osterink <Camellia_Osterink@beaverton.k12.or.us>
Subject: Conestoga Grievance Appeal

Hello Lesly,

Happy Belated Birthday! I understand you took some well-deserved time off last week. I hope you had a great special day.

We talked briefly last week about the Conestoga grievance and your desire to appeal the District's Level I response dated March 12, 2021 (attached)

The next step in the process is to appeal to Level II, which is to the superintendent or designee. This is the process we have followed with other appeals, most recently with the Teach for Beaverton grievance. Please forward any information or summary of your appeal to Don and he will respond according to the contractual process.

Susan Rodriguez
Chief Human Resource Officer

Beaverton School District | Human Resources
16550 SW Merlo Road, Beaverton, OR 97003
Office: 503-356-4344

Follow us!

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status or because of a perceived or

actual association with any other persons within these protected classes.

The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you've received this communication in error, please immediately notify us by phone at 503-356-4500 and destroy the original message. Thank you.



To: Lesly Muñoz, BEA Uniserv
From: Don Grotting, Superintendent
Date: Tuesday, May, 4, 2021
Re: Level II Grievance Response

Thank you for taking the time to meet with me on Wednesday, April 28, 2021 to discuss your appeal of the grievance regarding the Conestoga Middle School schedule. This should be considered the formal response to the Level II appeal.

I find no compelling evidence to overturn the findings of the Chief Human Resources Officer (CHRO) as outlined in the Level I Grievance Response, dated March 12, 2021. We hold ourselves to a standard of operations as defined by the collective bargaining agreement, including timelines for action. The CHRO detailed the grievance's failure to meet the timelines and process requirements of Articles 4.C.1.a and 4.C.1.b and no evidence was provided to overturn this finding.

I appreciate the issues and concerns raised regarding the initial schedule that Conestoga started the 2020-2021 school year. While this year has been a challenge for all of us to navigate in our professional lives, and this has often led to a blurring of the lines between professional and personal

Even if the timelines were met, I agree with the Level I conclusion and **I find the schedule implemented at Conestoga to be in compliance with Article 10.A.2 of the collective bargaining agreement and the October 9, 2020 Memorandum of Understanding.** The schedule did not violate the required hours of the "normal work day" and provided for plan time that was in excess of the required 780 plan time minutes required by the October 2020 MOU.

I am upholding all findings as outlined in the March 12, 2021 reply from the CHRO. As stated in the reply,

"The school schedule at issue was contractually compliant in that it took place within the scheduled work day and provided for all contractual provisions for plan time and duty-free lunch. Any extra work licensed staff may have undertaken beyond the contractual work day is ineligible for extended contract pay due to licensed staff's status as exempt salaried employees ineligible for overtime in carrying out of normal work activities."

Beyond this grievance, I am heartened to hear that the modified schedule, as implemented mid-way through the fall, provides additional flexibility and plan time and I thank all for working their hardest to get us through this challenging year to best serve our students. I am optimistic that next year we will return to some greater regularity in our buildings as we welcome more and more students back to the traditional classroom setting.

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status, or because of a perceived or actual association with any other persons within these protected classes.



Date: May 17, 2021

To: Beaverton School Board

From: Susan Rodriguez



RE: Conestoga Schedule Level III Appeal Grievance Summary

On Wednesday, October 7, 2020, the Beaverton Education Association (BEA) submitted a Level I grievance demanding training for administrators on the BEA/BSD contract, adjustments to the Conestoga school schedule and compensation for “extra work” for staff.

After an interactive process of communication, collaboration and action undertaken with BEA and Conestoga teacher by Principal Zan Hess, the schedule was adjusted. An adjusted schedule was implemented on November 16, 2020. The date was chosen by staff and Principal Hess to reduce negative impacts on staff and students.

The District’s Level I response to the grievance denied the claim due to BEA having failed to meet contractual timelines. BSD’s denial also addressed the content of the grievance and found that it was without merit. All contractual provisions for plan time and scheduled work hours had been met and there was no contractual violation. Licensed educators are salaried employees who are not subject to overtime or hourly pay for work completed outside the scheduled work day.

BEA subsequently appealed the grievance to Level II and had an audience with Don Grotting to seek a review of the Level I decision. Don Grotting responded by upholding the Level I grievance response and denying the claims made in the grievance.

On May 7, 2021, BEA submitted a Level III appeal to the School Board.

The enclosed documents provide a timeline of the grievance documents and responses, copies of the initial written grievance, followed by a corrected grievance at Level I, contextual information on the schedule issue provided by Principal Zan Hess, the District’s Level I response and Don Grotting’s Level II response.

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual’s actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

Timeline – Conestoga Grievance
October 2020

10.7.20 - Grievance sent to Zan Hess, Principal, from Lesly Muñoz, OEA Uniserv

10.10.20. –Contractual language states that any written grievance must be submitted within 5 days of the informal conference.

10.12.20 – Lesly Muñoz responded. “Our grievance language is confusing. My intention when filing the grievance is simply to give administration something in writing to refer to before our meeting so that they can troubleshoot ideas prior to our informal meeting. I should probably just send an email next time? I am considering the meeting with Zan the first sit down or informal meeting. I don’t think he heard from BEA reps about remedies they might have and would like to give him the opportunity to resolve the issue before escalating to the next level.”

10.12.20 Zan met with Lesly Muñoz and Conestoga teachers for an “informal conference.” Zan continued to work with all Conestoga teachers to adjust the schedule. Collaborative decision made to implement the adjusted schedule on November 16 due to instructional timeline and impact on students and staff.

10.21.20 – Lesly Muñoz sent a written grievance to Ken Struckmeier. (Deadline to submit 5 days from the informal conference missed.)

11.4.20 – Susan Rodriguez met with Conestoga teachers Ashley Wilson, Elizabeth McCullough and Doug Milternberger and Lesly Muñoz to respond to the process for the Level I grievance.

Lesly Muñoz started the meeting by noting that due to the successful implementation of a new schedule, she wished to “pause” the grievance process to give the new schedule time and see if it addressed concerns. Lesly Muñoz stated that she would follow up with a written request to pause the process.

No written request to pause the grievance was ever received from Lesly Muñoz.

1.27.21 – At the weekly Communications Meeting with HR and BEA, Lesly Muñoz requested a meeting with Conestoga teachers, admin, BEA and HR to address the part of the grievance where they had requested back pay for teachers.

The grievance was never formally paused or dismissed. While a pause had been verbally requested, it was never requested formally or in written form.

3.12.21 – Level I Grievance response sent to BEA denying grievance on the grounds that the timelines were not compliant with the contract and that the content of the grievance was not supported by the contract.

3.16.21 – BEA notified Don Grotting of a request to appeal to a Level III. This notice met the timeline within 5 days of receipt of the Level I Grievance response.

4.18.21 – Susan notified Lesly Muñoz that the correct level of appeal is Level II submitted to Don Grotting.

4.19.21 – Lesly Muñoz sent a Level II appeal request to Don Grotting.

4.28.21 – Don Grotting met with Lesly Muñoz and Conestoga teachers.

5.4.21 - Don Grotting sent a Level II Grievance Response to Lesly Muñoz, denying the appeal and upholding the Level I response.

5.7.21 - Lesly Muñoz submitted an intent to appeal to Level III School Board.

**BEAVERTON SCHOOL DISTRICT
APPENDIX B pg. 1**

**GRIEVANCE RECORD - GRIEVANCE NO.
For use at Level I**

Name of Grievant:	<u>Conestoga Staff</u>	Date Filed:	<u>October 7, 2020</u>
Building:	<u>Conestoga Middle School</u>	Assignment:	<u>All Licensed Staff</u>
Name of Administrator:	<u>Zan Hess</u>	School Phone No:	<u>503 356-2580</u>

Date of alleged violation or misinterpretation: Ongoing

Article(s) of the Agreement allegedly violated: *Article 10-A-2*

Statement of the Grievance: *Our Collective Bargaining Agreement states: "The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period."* Members are averaging 11+ hours on a daily basis and working at least 6 additional hours on weekends. This is a violation of our work day agreement.

Nature and extent of the injury or loss involved: Educators are being assigned work that they are not able to complete in the time outlined in our contractual agreement. This workload is unsustainable and unreasonable.

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

- Educators communicated to administration during pre-service week that the schedule that included 7 periods with no breaks was not going to work. There are six courses plus advisory. The result of this meeting was a 30 minute break between 4th and 5th periods. This did not resolve the issue of educators working 11+ hours Monday through Friday plus 6 hours on weekends.
- Educators met with administration for a climate meeting on September 28. They discussed the issues with the 7 period schedule and how this had resulted in staff/educators working an average of 11+ hours Monday through Friday plus 6 hours on the weekend. This resulted in no changes to their current schedule.

Remedy Sought:

- *Training on the BEA/BSD contract for administration about our working conditions agreements.*
- *An adjustment to the schedule to ensure that the required work for educators can be accomplished in a normal workday, as defined in the contract*
- *An adjustment to the schedule to ensure that educators are not forced to work on the weekend in order to complete assigned work.*
- *Compensation to make workers whole for the "extra work" they have been doing since the beginning of the school year.*

- *The guarantee that this grievance will not result in laying off staff.*

Level I - Immediate Supervisor

Disposition by Administrator: _____

(Signature - Administrator)

(Date Answered)

**BEAVERTON SCHOOL DISTRICT
APPENDIX B pg. 1**

**GRIEVANCE RECORD - GRIEVANCE NO.
For use at Level I**

Name of Grievant:	<u>Conestoga Staff</u>	Date Filed:	<u>October 21, 2020</u>
Building:	<u>Conestoga Middle School</u>	Assignment:	<u>All Licensed Staff</u>
Name of Administrator:	<u>Zan Hess</u>	School Phone No:	<u>503 356-2580</u>

Date of alleged violation or misinterpretation: Ongoing

Article(s) of the Agreement allegedly violated: *Article 10-A-2*

Statement of the Grievance: *Our Collective Bargaining Agreement states: "The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period."* Members are averaging 11+ hours on a daily basis and working at least 6 additional hours on weekends. This is a violation of our work day agreement.

Nature and extent of the injury or loss involved: Educators are being assigned work that they are not able to complete in the time outlined in our contractual agreement. This workload is unsustainable and unreasonable.

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

- Educators communicated to administration during pre-service week that the schedule that included 7 periods with no breaks was not going to work. There are six courses plus advisory. The result of this meeting was a 30 minute break between 4th and 5th periods. This did not resolve the issue of educators working 11+ hours Monday through Friday plus 6 hours on weekends.
- Educators met with administration for a climate meeting on September 28. They discussed the issues with the 7 period schedule and how this had resulted in staff/educators working an average of 11+ hours Monday through Friday plus 6 hours on the weekend. This resulted in no changes to their current schedule.
- BEA met with Zan (with Nicole and Ken present) and discussed concerns with the current schedule on Monday, October 12th. Zan was going to work on a schedule with a committee and present this to the entire staff on Wednesday, October 21st. The new plan or schedule does not reduce the work of staff to ensure that all folks work on average 8 hours a day and don't work weekends.

Remedy Sought:

- *Training on the BEA/BSD contract for administration about our working conditions agreements.*

- *An adjustment to the schedule to ensure that the required work for educators can be accomplished in a normal workday, as defined in the contract*
- *An adjustment to the schedule to ensure that educators are not forced to work on the weekend in order to complete assigned work.*
- *Compensation to make workers whole for the “extra work” they have been doing since the beginning of the school year.*
- *The guarantee that this grievance will not result in laying off staff.*

Level I - Immediate Supervisor

Disposition by Administrator: _____

(Signature - Administrator)

(Date Answered)

Conestoga Grievance Information

Conestoga began the COVID impacted school year (2020-21) school year with a schedule that served students in a 6 period school day where each period was 40 minutes long.

Conestoga’s instructional day and work schedule was designed to meet each of the following:

- The structure of each instructional day complied with all expectations provided by the Department of Education through the RSSL Guidance documents.
- Met with and complied with all agreed upon MOU standards that were established through collaborative conversations between the Beaverton School District and the Beaverton Education Association.

RSSL provided the opportunity and responsibility for schools to develop schedules and cohorting structures that took advantage of each individual school and the unique physical characteristics of instructional spaces and classroom configurations. Conestoga’s schedule was built to be able to ensure consistent cohorting practices, student and staff safety, and ease in transition between hybrid and CDL.

Soon after starting the school year, feedback from students, staff, and parents indicated that the schedule, while ambitious and robust, was very challenging both from an instructional perspective but also from a learning perspective. In response, Conestoga leadership undertook an in-depth analysis of viable options to address the challenges that were identified.

Administrators met with individual teachers, teams of teachers, BEA representatives, and staff to discuss challenges, realities, and structures that were causing issues. Among those challenges identified were:

- The schedule itself
- New instructional requirements as a result of Comprehensive Distance Learning
- Time needed to prepare excellent learning opportunities, lesson planning, development and posting of videos, Canvas course design and upkeep, assessment development and implementation through new technologies, and student engagement activities to name a few.



Conestoga CDL Schedule



Follow this schedule on Monday, Tuesday, Thursday and Friday
Wednesday lessons will be provided for independent work

Class and Time	Teacher Name
Advisory 9:30 – 9:50	
First Period 9:55 – 10:35	
Lunch 10:35 – 11:45	
Second Period 11:45 – 12:25	
Third Period 12:30 – 1:10	
Fourth Period 1:15 – 1:55	
1:55 – 2:25 Afternoon "Break"	
Fifth Period 2:25 – 3:05	
Sixth Period 3:10 – 3:50	

Many ideas were explored to address and respond to the struggles that students and staff were experiencing. Multiple schedules were analyzed to determine feasibility of change with the support of Teaching and Learning staff and the IT department. Many readily apparent solutions and ideas were subsequently deemed not possible for many different reasons. Some of them included:

- Technological issues within Synergy where changes were not possible and/or were inadvisable
- Staffing resources that were committed and not adjustable after the school year had begun
- Constantly changing RSSL guidance and expectations

After conversation, exploration, and investigation, a new schedule inspired from Benson High School was considered. This schedule was scrutinized and evaluated by staff and a plan to transition to a modified schedule was established, communicated and implemented.

At the beginning of the 2nd quarter (November 16, 2020), Conestoga students and staff adjusted to a new schedule that addressed most of the needs that had been identified by students and staff. The specific timing of when to implement a wholesale schedule change came as a result of a conversation with staff representatives. Changing at the end of the first quarter was the most reasonable course of action from an instructional perspective.

The new schedule created relief for teaching and learning in these ways:

- Teachers saw students longer periods of time affording a greater opportunity to create deeper relationships and respond to student learning needs more promptly
- Strategically placed plan time during the school day supported teacher planning and instructional needs
- Dedicated time for office hours supported student learning and academic needs

Plan Time Summary

Average Plan Time Summary			
September 14 - November 13	890 Minutes	November 16 - Current	1050 Minutes

CONESTOGA MIDDLE SCHOOL 2020-2021 CDL SCHEDULE beginning 11/16

Monday AND Thursday		Tuesday AND Friday		Wed
9:35-9:55 Teacher:	Advisory	9:35-9:55 Teacher:	Advisory	9:35-10:05 Advisory
10:00-11:00 Course: Teacher:	Period 1	10:00-11:00 Course: Teacher:	Period 2	10:05-11:00
11:00-12:00 LUNCH				LUNCH
12:00-1:00 Independent Learning		12:00-1:00 Independent Learning		
1:05-2:05 Course: Teacher:	Period 3	1:05-2:05 Course: Teacher:	Period 4	10:05-3:50 Independent Learning
2:10-3:10 Course: Teacher:	Period 5	2:10-3:10 Course: Teacher:	Period 6	
3:15-3:50 Zoom Office Hours for all Classes		3:15-3:50 Zoom Office Hours for all Classes		



MEMORANDUM

Date: February 3, 2021

To: Beaverton Education Association

From: Susan Rodriguez

RE: Conestoga Schedule Level I Grievance Response

On Wednesday, October 7, 2020, the Beaverton Education Association (BEA) submitted a Level I grievance (Appendix A) demanding training for administrators on the BEA/BSA contract, adjustments to the Conestoga school schedule and compensation for “extra work” for staff. Please consider this memo to be the District’s response to the areas specifically identified in the grievance.

1. **Article 10.A.2 of the collective bargaining agreement has not been violated. “The normal work day for employees” referenced in this language applies to the stated on-site or on-duty work hours for licensed staff members.** The District takes the position that this language refers to start and end times for on-site work for licensed staff, their mandated work day. Staff may not be required to remain at work longer than what is in the agreement.

This language has never been interpreted as limiting the number of hours staff work to complete their job professionally. If that were the case, BEA has failed to timely grieve this provision for countless other members who, by their own choice and professionalism, have worked beyond the confines of this article.

The school schedule does not violate contractual language in that the Conestoga schedule adheres to proper start and end times within the mandated work day. The schedule also meets contractual limits for plan time for licensed staff.

As exempt salaried employees, rather than hourly employees, licensed staff members are not paid for overtime.

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.

2. **The grievance violates Article 4.C.1.a of the collective bargaining agreement, Informal Conference.** The collective bargaining agreement provides contractually required timelines. The grievance was submitted on October 7, 2020 prior to the informal conference having taken place as required by the language in Article 4.1.a. which states “Informal Conference - A thorough discussion of the claim shall be conducted by the grievant and the principal or immediate supervisor to seek grounds for the resolution of the problem.” The October 7, 2020 grievance was filed prior to the required Informal Conference which was held on October 14, 2020.
3. **The grievance violates Article 4.C.1.b of the collective bargaining agreement.** Per Article 4.C.1.b, to be considered and processed beyond the Informal Conference, the grievant shall within five days after the informal conference prepare a written statement of such fact on the form contained in Appendix B.

While BEA filed a statement on the Level I form after the October 14, 2020 informal conference, it was submitted on October 21, 2020, and failed to meet the required timeline of October 19, 2020 in order to meet the five day requirement. Additionally, this written statement was incorrectly identified as Level II, despite being the first level of written grievance, and being submitted on the Level I form.

4. **BEA verbally requested a pause to the grievance process on November 4, 2020, but never submitted this request formally in writing.** While contractual timelines may be waived on all potential grievances raised by either side in regular communication meetings, there is no provision in the grievance process for pausing the timeline once a written grievance has been filed. Per Article 2.J, “Once a grievance is submitted in writing, either as outlined above or by a member, then the contractual timelines Article 4 section B-2 will be observed”.

Due to the evidence outlined above, it is the District’s position that this grievance is not eligible for the remedies sought. The school schedule at issue was contractually compliant in that it took place within the scheduled work day and provided for all contractual provisions for plan time and duty-free lunch. Any extra work licensed staff may have undertaken beyond the contractual work day is ineligible for extended contract pay due to licensed staff’s status as exempt salaried employees ineligible for overtime in the carrying out of normal work activities.



To: Lesly Muñoz, BEA Uniserv
From: Don Grotting, Superintendent
Date: Tuesday, May, 4, 2021
Re: Level II Grievance Response

Thank you for taking the time to meet with me on Wednesday, April 28, 2021 to discuss your appeal of the grievance regarding the Conestoga Middle School schedule. This should be considered the formal response to the Level II appeal.

I find no compelling evidence to overturn the findings of the Chief Human Resources Officer (CHRO) as outlined in the Level I Grievance Response, dated March 12, 2021. We hold ourselves to a standard of operations as defined by the collective bargaining agreement, including timelines for action. The CHRO detailed the grievance's failure to meet the timelines and process requirements of Articles 4.C.1.a and 4.C.1.b and no evidence was provided to overturn this finding.

I appreciate the issues and concerns raised regarding the initial schedule that Conestoga started the 2020-2021 school year. While this year has been a challenge for all of us to navigate in our professional lives, and this has often led to a blurring of the lines between professional and personal

Even if the timelines were met, I agree with the Level I conclusion and **I find the schedule implemented at Conestoga to be in compliance with Article 10.A.2 of the collective bargaining agreement and the October 9, 2020 Memorandum of Understanding.** The schedule did not violate the required hours of the "normal work day" and provided for plan time that was in excess of the required 780 plan time minutes required by the October 2020 MOU.

I am upholding all findings as outlined in the March 12, 2021 reply from the CHRO. As stated in the reply,

"The school schedule at issue was contractually compliant in that it took place within the scheduled work day and provided for all contractual provisions for plan time and duty-free lunch. Any extra work licensed staff may have undertaken beyond the contractual work day is ineligible for extended contract pay due to licensed staff's status as exempt salaried employees ineligible for overtime in carrying out of normal work activities."

Beyond this grievance, I am heartened to hear that the modified schedule, as implemented mid-way through the fall, provides additional flexibility and plan time and I thank all for working their hardest to get us through this challenging year to best serve our students. I am optimistic that next year we will return to some greater regularity in our buildings as we welcome more and more students back to the traditional classroom setting.

District Goal: WE empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status, or because of a perceived or actual association with any other persons within these protected classes.