

# Certified Collective Bargaining Agreement



**Between the  
Beaverton School District  
and the  
Beaverton Education Association**

**Beaverton School District  
Term of Agreement: July 1, 2019 - June 30, 2021**



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# Collective Bargaining Agreement Between Beaverton School District and

## The Beaverton Education Association

THIS AGREEMENT ENTERED INTO JUNE 24, 2019 BY AND BETWEEN THE BEAVERTON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION," AFFILIATED WITH THE OREGON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "OEA," AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "NEA," AND BEAVERTON SCHOOL DISTRICT NO. 48, HEREINAFTER CALLED THE "DISTRICT."

### WITNESS:

#### Beaverton School District

By: Betty Tymchuk

Date: October 2, 2019

#### School District Bargaining Team

Anne Bryan, School Board  
Jared Cordon, T&L Administrator  
Ginny Hansmann, Deputy Superintendent  
Zan Hess, Principal  
LeeAnn Larson, School Board  
Paul Marietta, Principal  
Erica Marson, HR Administrator  
Carl Mead, Deputy Superintendent  
Matt Pedersen, Principal  
Sue Robertson, Chief HR Officer  
Susan Rodriguez, HR Administrator  
Jim Scherzinger, Interim Chief Financial Officer

#### Beaverton Education Association

By:

Date: October

#### BEA Bargaining

**Team** Suzanne  
Albrich, Teacher  
Wendy Evans,  
Teacher  
Erin Gettling, Teacher  
Vince Kirnak,  
Teacher  
Karen Lally, BEA Vice President  
Lindsay Ray, Teacher  
Sara Schmitt, BEA President  
Val Sebesta, OEA UniServ  
Consultant  
Sheila Thieme,  
Teacher  
Brooke Warren, Teacher

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# ARTICLE 1

## STATUS OF AGREEMENT

### A. Recognition

The District recognizes the Beaverton Education Association as the exclusive collective bargaining representative with respect to wages, hours, and related conditions of employment as set forth in ORS 243.650 243.782 for all personnel who are employed by the District as teachers, TOSAs, counselors, media specialists, psychologists, nurses, child development specialists, social workers, speech language pathologists, others currently in the bargaining unit, and new positions consistent with ORS 243.682(1) but excluding all administrative, classified, and supervisory personnel, substitute teachers, and all other employees.

1. Throughout this agreement, “employees” shall mean all unit members. Contract employees shall mean employees who have been employed by the District not less than three successive years and who have been renewed by the District after the completion of such three (3) year period for the next school year. Probationary employee is an employee who has been employed by the District for a period of less than three (3) successive years.
2. The agreement does not confer rights under the Fair Dismissal Law that are not otherwise conferred by the Law.

### B. Precedence of Agreement

This Agreement shall take precedence over any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms.

### C. Separability

Except as otherwise provided in this Agreement, should any Article, Section or Clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or Clause. Only subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

### D. Negotiations

1. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to the Agreement.
2. The parties agree to negotiate a successor agreement during the ~~2020-2021~~ **2023-24** school year. The parties will meet prior to December 1, ~~2020~~ **2023** to discuss the process, timelines, and other related concerns.

#### **E. Copies of Agreement**

There shall be four signed copies of the final Agreement for the purpose of records. Two shall be retained by the District and two by the Association. The District agrees to make available electronically via the intranet a copy of this Agreement for all members of the bargaining unit in a format to be mutually agreed upon.

#### **F. Termination of Agreement**

In the event this Agreement has not been renewed, modified, or extended by the date on which it would otherwise terminate, the Agreement shall be automatically extended until such time as its successor is put into effect or until either party gives the other ten (10) days written notice terminating the Agreement.

#### **G. Duration and Effect of Agreement**

This agreement shall be effective as of July 1, ~~2019~~ 2021 and shall continue in effect through the 30th day of June ~~2021~~ 2024.

#### **H. Peaceful Resolution of Differences**

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and the other members of the bargaining unit shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or members of the bargaining unit take part in or condone "sanctions" against the School Board or the School District.

## **ARTICLE 2**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association, as long as it is the recognized certified bargaining representative for employees regarding employment relations, shall have the following rights:

#### **A. Public Information**

The Association shall have the right to all available public information concerning the District. The District shall provide to the BEA an electronic database of each employee in the bargaining unit that includes first date of service, FTE, classification or title, worksite, position on the salary schedule, dues deductions, residential address, email and phone number.

#### **B. Board Meetings**

The Association president shall receive the agenda and related information for the public meetings of the School Board. Upon request, the BEA President or designee will be given four (4) minutes at the beginning of the public participation time.

### **C. Association Communication and Business**

1. The Association shall be granted the use of District mail/e-mail service and employee mailboxes for communications identified as Association mail. A copy of all communications to the general membership shall be provided to the supervising administrators and Chief Human Resource Officer at the time of distribution.
2. The Association shall have the right to transact official Association business on District property at all reasonable non-student contact times. When meeting rooms or other facilities or services are required, prior notice to and approval of the supervising administrator shall be required. The District may make a reasonable charge when special services are required beyond normal operations.
3. Any Association representative visiting in a District facility shall notify the facility office of his/her presence. Representatives for Association-sponsored member benefit programs, who are guests of the BEA building representative (with consent of the members), shall continue to have access to buildings and faculty rooms.
4. The Association shall have a minimum of thirty (30) minutes in conjunction with the District's new teacher pre-service orientation meeting, if held, to discuss Association goals, procedures and benefits. If no District-wide new teacher orientation is scheduled, in order for the Association to have an opportunity to discuss Association goals, procedures and benefits, the District will provide the names and addresses of newly hired bargaining unit members.

### **D. Bulletin Boards**

The Association shall have, in each District facility where bargaining unit members are assigned, the exclusive use of a reasonable amount of bulletin board space. Copies of all materials to be posted on such bulletin boards shall be given to the supervising administrator and Chief Human Resource Officer.

### **E. Limitations**

The communications and transactions described in sections C, D & K shall not create a clear and present danger, as determined by the administrator in charge of the District facility in question, of:

1. Disrupting the education process;
2. Causing unlawful activities;
3. Interfering with the authority of the Board or Administration; or
4. Bringing students into disrespect.

The administrator may require that particular notices or communications not be available to students.

### **F. Leave for BEA President and Vice President**

1. The President and Vice President of the Association will be released from their assigned duties if so requested by the Association. Such leaves may extend from part-time to full time during the leave year. Requests should be forwarded in writing to the Administrators for Licensed Personnel in the Human Resource Department by June 1 preceding the leave year. Such leave arrangements must

be cooperatively developed with the President and Vice President, their supervisor and the Human Resource Department.

2. The Association shall reimburse the District for the President and Vice President's salaries and fixed charges (i.e., retirement, social security, group insurance, and state accident insurance) at a percentage proportionate to the amount of the leave requested. The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the Association. Reimbursement by the Association shall be made to the Payroll Office following the final paycheck of the leave year.
3. During the period of such leaves, sick leave will be accumulated pro rata to the extent of the leave. Leave time shall apply toward all other benefits. The Association will pay the cost of substitutes resulting from the use of leave should the Association choose to replace the President or Vice President during said leave.
4. Upon request, the President and Vice President shall be reinstated to the bargaining unit position (excluding extended responsibility and department chair) held before the leave period, provided the position is still funded. In the event the position no longer exists, then the President and Vice President shall be placed in a similar position for which either is qualified.
5. Release time for the President and Vice President will not count towards the 150 days mentioned in Article 2-J.

#### **G. Association Dues**

1. Authorization – Payroll deductions of Association dues shall continue for employees who have previously authorized such deductions and for all employees who do so authorize in accordance with the joint memorandum of agreement (“BEA Automatic Dues Deduction Plan – July 2, 2001”). New authorizations can be turned in to the Payroll Office by the published Payroll cut-off dates. Any employee wishing to be removed from dues deductions shall be removed, if, but only if, they he/she notifies both the Association and the Payroll Office in writing by October 1.
2. Dues Deduction Authorization - Prior to the first dues deduction of the school year, and for any employee who becomes a member of the Association after the start of the school year, the Association shall notify BSD of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the amount of dues to be deducted from each member, based upon BEA/ OEA/NEA dues calculations. The Payroll Office shall enact dues deduction changes on the pay period following notification, based on Payroll cut-off dates.
3. Processing BEA/OEA/NEA Dues Deductions - Dues deductions shall be made monthly in an amount equal to one-tenth of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a ten-month proration schedule.
- ~~4. Any member of the bargaining unit who has not requested payroll deductions of Association dues under Section G of this Article or who has not certified to the District that the member has paid dues directly to the Association shall be subject to representation as defined in ORS 243.650 (10) and (16) and shall be subject to the provisions of this Section.~~ The Association shall hold the District harmless from any and all claims, orders, or judgments against the District as a result of deductions made and transmitted under this Section G of Article 2, Association Rights, provided that the District 1) gives timely notice of any claim to the Association, and 2) fully cooperates with the Association and its designated counsel in the defense of the claim.
5. The Association shall collect from the District and utilize such payments as determined by ERB and rebate any unexpended funds pursuant to Association rebate procedures in

accordance with the requirements of state and federal law.

6. The grievance procedure in Article 4 shall not be utilized to resolve any disputes brought by any member of the bargaining unit which arise out of Section H of this Article.

#### **H. Non-Jeopardy**

No employee shall suffer discrimination, jeopardy or coercion in employment conditions because of Association membership or lawful Association activities.

#### **I. Association Leave**

The Association shall be allocated one hundred fifty (150) days annually for any reason for which the Association will reimburse the District at the substitute rate. A maximum of ten (10) of these days may be used per year by any single BEA member. These days shall be in addition to any other days made available to the Association through the terms of this Agreement. During negotiation years the District may agree to additional days for collective bargaining purposes. In addition to the above, any days mutually scheduled by the District and the BEA for any bargaining sessions will not be included within the limits listed above. In unusual circumstances, such as extended absence of the BEA President or extended duties for the BEA Treasurer, the parties will work together to provide sufficient Association leave for the BEA Vice President and/or Treasurer, beyond the limits of Article 2-I of the Agreement.

#### **J. Problem Solving**

Representatives of the Association and the District shall meet regularly and preferably bi-weekly during the school year to discuss actual and potential problems. The purpose of the meetings is to track issues, exchange relevant information, problem-solve and accept responsibility for follow through.

Contractual timelines will be waived on all potential grievances that are raised by either side in these meetings until either party determines and notifies the other that no solution is possible and then the Association will promptly file a formal written grievance. 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.

#### **K. Appointments**

The Superintendent and/or designee will consult with the BEA President who will recommend members to serve on District Task Forces and Committees. In those instances where the BEA is entitled to representation, by contract or policy, the BEA President shall appoint the Association's representatives.

#### **L. Communications**

The Superintendent and Association President shall meet regularly to discuss issues of concern to either party including the planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members. The parties will endeavor to share information so that there is no unnecessary surprise and to engage in collaborative problem solving. Other Association and District representatives may be invited to attend.



## **ARTICLE 3**

### **DISTRICT RIGHTS AND RESPONSIBILITIES**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities;
2. The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and promotion and transferring all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURES**

The following grievance procedures shall apply to employees. There shall be no restraint, coercion, interference, discrimination or reprisal exerted by either party on any employee or any administrator concerning the filing of a grievance.

#### **A. Definitions**

1. A “grievance” is a contention or a 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. “Personal loss” or “injury” shall mean that the grievant has been directly affected in a substantive way as a result of the alleged violation of the Agreement.

A grievance shall not include, and this grievance procedure shall not apply to any of the following:

- a. Any matter as to which the District is without authority to act;
  - b. Any proceeding for dismissal or non-extension of permanent teachers or non-renewal of probationary teachers;
  - c. Any attempt to change this Agreement provided such changes are consistent with this Agreement;
  - d. Evaluations and targets are not grievable except for violations of procedural requirements and timelines contained in the District’s evaluation guidelines and ORS 342.850.
2. A “grievant” is an employee or class of employees who initiates a claim, of an alleged violation of this Agreement. A “class” grievance may be filed only where the alleged violation affects a clearly identified class, i.e. all employees in the District, all employees in a school building or all employees in a department. Any individual employee or class of employees affected by the grievance

may have it adjusted (including the dismissal thereof ) without the intervention of the Association if:

- a. The adjustment is consistent with the terms of this Agreement; and
- b. The Association has been given opportunity to be present at the adjustment.

As an exception to the above, the Association may initiate grievances where it alleges a violation with respect to its organizational rights provided for it by name in this Agreement.

The Association may also file a grievance on behalf of a class of employees, as defined above, where all members of the class are similarly affected by the same alleged violation of the Agreement. In such instances the Association shall identify the nature of the complaint as required in

a) through e) Level I.b so the District may respond to the grievance based on the facts of the case. Such grievance shall be filed at Level I and presented to the appropriate administrative authority as defined in Section B-8.

3. The term "days" shall mean working school days. Weekend or vacation days are thus excluded, except that:
  - a. If the cause for grievance occurs from May 1 through the last work day of the school year, the time limits shall be considered to be governed by calendar days instead of work days and shall run throughout the summer months.
  - b. If the cause for a grievance occurs after the last work day of the school year (summer), the employee shall within 20 calendar days as defined in B-2, either initiate the processing of the grievance or notify the Association and the District's Chief Human Resource Officer in writing of the employee's intent to initiate the process at the beginning of the next employee work year. Failure to notify in writing within the time limits shall be considered a waiver of any claim by the employee.

## **B. General Procedures**

1. The grievant, who must be present at all steps of the procedure if possible, except in Class Grievances where a grievant must be present, may be represented at all steps of the grievance procedure in person or, may also choose to have a representative of the Association present as a representative. The grievant may also require that the administrator whose action is the subject of the grievance be present, if possible.
2. The number of days indicated at each level should be considered maximum and every effort should be made to expedite the process.
3. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved at any time.
4. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
5. The Board and its administrators will cooperate with the a grievant in the investigation of any grievance and, further, will furnish the grievant or the representative with such necessary and readily available information as is requested for the processing of any grievance.
6. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or state or federal administrative remedies for the conduct

complained of, and failure to do so shall preclude resort to such other remedies.

7. Fees and expenses for the arbitrator, if appointed, shall be borne equally by the Association and the District.
8. Any grievance not under the jurisdiction of an immediate supervisor shall commence at Level I, with the appropriate administrative authority. If the position held by this administrator or supervisor is above the position described at Level I of this procedure, the procedure shall commence at Level II following the informal conference.
9. The Association will be notified promptly of the terms of settlements made at each level of any written grievance filed and may itself file a grievance based on an alleged inconsistency of the settlement with the terms of this Agreement within five days from receipt of such notice.
10. All documents, communications and records constituting records of the grievance and its processing, shall be filed in a separate grievance file (i.e., separate from all other files) and shall not be open for inspection by other than the staff of the Human Resource Department in the absence of the specific approval of the Superintendent. However, such approval shall not be given for inspection by building administrators for their use in connection with decisions or recommendations regarding employment status or evaluations.

Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such representatives of the District and the grievant and their designated or selected representatives heretofore referred to in this Article.

## C. Levels

### 1. LEVEL I – Immediate Supervisor/Principal

#### a. Informal Conference

Since the purpose of this grievance procedure is to settle equitably and informally, 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 the resolution of the problem. Problem solving at the District Level (See Article 2, Section J) may also be used to attempt to resolve the grievance. Failing resolution:

#### b. Written Grievance

In order to be considered and processed beyond the Informal Conference, Level I, each grievance shall have been initiated within 20 days of the occurrence of the cause for complaint, or, if the grievant did not have knowledge of said occurrence at the time of its happening, then within 20 days of the first such knowledge.

In the event 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 constituting the complaint and setting forth: a) the article of the Agreement allegedly violated, b) the nature and extent of the injury or loss, c) the results of previous discussions of the grievance, d) the grievant's dissatisfaction with the decision rendered at the informal conference, e) the remedy sought; and furnish it to the principal or supervisor, who shall forward the grievance to the Superintendent or designee.

### 2. LEVEL II – Superintendent or Designee

#### a. Meeting

Within ten days after receiving the grievance, the Superintendent or designee shall meet with the grievant for a thorough discussion of the grievant's claim. They shall seek grounds for resolution of the alleged violation.

Within five days of the Level II meeting, the Superintendent or designee shall provide the grievant and the Association with a written statement containing the Level II decision and the reasons therefore.

b. Appeal

Within five (5) days of the receipt of the decision at Level II, the grievant may file an appeal in writing to the Superintendent or the Superintendent's designee for elevation to Level III.

3. LEVEL III – School Board

a. Submission of Grievance

The District and the Association (or the employee) may each submit a written summary of the grievance to the Board so they are normally received at least five (5) working days in advance of the Board meeting at which the grievance will be acted upon. Copies of the material sent to the Board by one party shall be sent to the other party simultaneously.

Any Article allegedly violated by the District and not identified by the grievant at Level III shall not be considered by the arbitrator at Level IV.

b. Board Decision

The Board shall act on said appeal on or before the date of its next regular meeting, provided that if it is received less than five days prior to such meeting, it shall act thereon on or before the date of its second regular meeting following such receipt. Its decision shall be written and shall be furnished to the parties forthwith. Failing resolution:

4. LEVEL IV – Arbitration

Definition of Grievances Subject to Arbitration. Insofar as the Board's decision is alleged by the grievant to be a violation, misinterpretation or erroneous application of a specific provision of this Agreement, the grievant may submit the grievance to the Association. The Association shall determine whether or not to submit the grievance to arbitration. Submission for binding arbitration must be with the concurrence of and by the Association. In such cases, the following procedure shall apply:

a. Notification of Intent to Appeal

Within five days of the date of the Board's decision, the Association shall notify the Chief Human Resource Officer of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the Chief Human Resource Officer shall meet to prepare a formal statement of the issue to be submitted to the arbitrator. If, after five days from receipt of the notification of intent to appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.

b. Selection of Arbitrator

Within five days of the date of the Association's notification of intent to appeal, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within said period, then within the following five days either the Association or the Board may request the American Arbitration Association furnish a list of seven arbitrators, and the selection of the arbitrator shall be in accordance with the voluntary arbitration rules of the AAA,

except if the parties cannot agree upon an arbitrator from the first list submitted, the AAA shall submit up to two additional lists so a mutually acceptable arbitrator can be selected.

c. Arbitration Hearing

The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue a decision not later than 30 days from the date of the close of the hearings or, if oral hearings have been waived, then from the date final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of grievances subject to arbitration. The arbitrator may not add to, subtract from, or amend the terms of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

The arbitrator shall not be empowered to reinstate a terminated teacher in any grievance arising out of a violation of Article 4-A-1-d of this Agreement. Insofar as the decision involves only matters subject to arbitration as above defined and is based on substantial evidence, such decision shall be final and binding on the grievant, all personnel of the District and the parties of this Agreement.

## **ARTICLE 5**

### **JUST CAUSE**

- A. No employee in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association at the employee's request. Any violation of this provision may be used as a basis for a grievance.
- B. Section A above does not apply to the dismissal or non-renewal of employees covered by the Fair Dismissal Law nor does it apply to assignment to or retention of Extended Responsibility assignments.
- C. Employees not covered by the Fair Dismissal Law who have been employed by the District for a period of not less than three (3) successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year shall not be dismissed or non-renewed without just cause.

## **ARTICLE 6**

### **COMPLAINTS CONCERNING EMPLOYEE PERFORMANCE**

- A. When a complaint about an employee's performance is received by the administration, there shall be an administrator employee conference in each of the following circumstances:
  - 1. If the administrator places a record of a complaint received from a parent, citizen of the District, or staff member in the employee's personnel file;
  - 2. If the administrator uses the parent, citizen, or staff member complaint as a basis of a written judgment of the employee; or
  - 3. If, in the administrator's judgment, such parent, citizen or staff member complaint is

sufficiently relevant to the employee's performance as to indicate the desirability of such conference.

4. If a student complaint alleges that an employee has committed a criminal act. In such cases, the student



shall be identified and a conference held within five working days unless prohibited because of an ongoing investigation by DHS and/or law enforcement. Other student complaints are not subject to the limitations contained in this Article.

- B. Only complaints from parents, citizens of the District or staff members which have been discussed with the employee within 30 working days after the complaint is brought to the attention of the District, (or student complaint as identified in Section A-4 above which has been discussed with the employee within five working days after the complaint is brought to the attention of the District) may be used against the employee in any subsequent action brought by the District.
- C. If a specific complaint is recorded in the employee's working file, personnel file or used as a basis of a written judgment of the employee, the name of the complainant shall be included in the written record.

## **ARTICLE 7**

### **TEMPORARY AND PART TIME EMPLOYEES**

#### **A. Categories of Temporary Employees**

The following categories of employees shall be employed on temporary contracts and shall be valid only for the dates contracted. Upon request, the District will provide BEA with a list of temporary teachers and their date of employment, identifying any who are in positions designated as temporary as identified below. In no event shall a temporary contract be valid beyond the completion of the current school year:

1. Employees hired on less than a half time contract whether for a full or partial school year.
2. Employees who fill positions designated as temporary or who fill positions being implemented on a trial basis.
3. Employees who fill vacancies created by employees going on leave at the beginning of a school year.
4. Employees who fill vacancies occurring after the beginning of a school year and before the expiration of the first half of the school year and for the remainder of the school year.
5. Employees who fill new positions created after the beginning of the school year or at mid year provided the positions are filled within ten (10) contract days after the beginning of each semester and the length of the employee contract is for the remainder of the semester or longer.
6. Employees who have retired and are rehired (subject to the annual hours limits provided under PERS) are members of the bargaining unit represented by the Association. All contractual rights and benefits under the Agreement will be afforded to re-employed unit members, except those rights and benefits expressly set forth below.
  - a. Employees who choose to retire during the school year and notify the District in writing at least 30 days prior to the retirement date, may have the option to return for the remainder of the contract year at the discretion of the District, unless there is a properly licensed/endorsed candidate on layoff who is qualified for the position in question.
  - b. A unit member may be rehired to work as a temporary employee through the end of the school year, and, if rehired, will receive District paid medical benefits through the

following August. Salary placement shall be in accordance with Article 18-A-1.

- c. At the beginning of the temporary hire, employees will be credited with sick days after retirement at a rate of one (1) day per month worked during this temporary contract. Sick leave used but not earned during the temporary contract shall result in a deduction of the unearned amount from the final paycheck.

## **B. Applying for Vacancies**

Temporary employees will, at their request, be considered applicants for vacancies for the following school year.

## **C. Credit Toward Full Year of Probationary Employment**

Full time employees shall receive credit for full time employment and part time employees (half, but less than full time) shall receive credit for part time employment.

1. For the purpose of determining the length of service for a probationary employee (including a temporary employee as defined in Article 7-A) employees employed for 135 consecutive days in any school year shall receive credit for a full year of employment.
2. At least 30 consecutive days of employment in the District in a successive year shall be sufficient to keep the service intact, and the employee shall not lose credit for previous probationary years served.

## **D. Leave to Work Part Time in District**

1. A permanent employee may request a leave in writing from full time employment to accept non permanent part time employment in the District. Such a request shall be for a maximum of one year and shall normally be made by April 1. This leave arrangement, if agreed to by the employee and the District, shall be reduced to writing, specifying the percent of time the employee is to be employed and signed by the employee and the District. Any change to that agreement shall be mutually agreed to in writing, and signed by the employee and the District.
2. The employee shall automatically return to full time status beginning the first contract day of the school year following the employee's leave. While on such leave, an employee shall retain employment rights gained as a full time permanent employee. Benefits gained while on part time assignments shall be in accordance with other part time employees. An employee who wishes to continue such a non permanent assignment for the next school year must notify the District of this request in writing by April 1.
3. Continuation of the part time assignment in subsequent years does not entitle the employee to acquire permanent part time status.
4. In the event the part time position is eliminated by the District as a result of layoff during the school year, the employee on part time assignment may either apply for a full time leave of absence, or exercise any rights to retention as a full time employee for which the employee is granted under the layoff provisions contained in Article 13.

## **ARTICLE 8**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

#### **A. Required Meetings or Hearings**

1. Whenever an employee is required to appear before any administrator or representative of the District concerning the employee's dismissal, non-renewal, suspension, or written disciplinary action; the employee shall be advised, in advance, of the nature/purpose of the meeting and of the employee's right to have a representative of the Association present at the employee's request to advise the employee and represent the employee during such meeting or interview. The employee and the administrator shall give advance notice of who the respective representative will be, if any.
2. Evaluation conferences are excluded from the application of Section A-1 except:
  - a. Probationary employees may request and shall be entitled to have the presence of an Association representative at an evaluation conference when the employee is placed on a "plan of assistance" and at all subsequent conferences while remaining on such plan.
  - b. Contract employees may request and shall be entitled to have the presence of an Association representative at an evaluation conference when an employee is placed on an evaluation plan of awareness, a plan of assistance for improvement, and all subsequent conferences while remaining on such plan. Contract employees shall be placed on an evaluation plan of awareness prior to placement on a plan of assistance except in cases where a contract employee has been on a plan of assistance.
3. The District will offer to provide a mentor teacher or the equivalent for any contract employee placed on a plan of assistance for improvement.
4. Members shall not be used to evaluate bargaining unit members.
5. Nothing in Section A shall be construed to deprive any employee of legal rights of representation under the Constitution of the United States, state and federal statutes, and rulings issued by courts of competent jurisdiction and the Employment Relations Board.

#### **B. Evaluation of Students**

The employee shall be responsible for determining grades and other evaluations of students, within the grading policies of the Beaverton School District based upon the employee's professional judgment of available criteria pertinent to any given subject area or activity for which the employee is responsible. No grade or evaluation shall be changed without conferring with the employee.

#### **C. Adverse Criticism of Employees**

Any adverse criticism of an employee by a colleague, supervisor, administrator, or Board member shall be done only through proper channels as identified in policy and contract.

#### **D. Citizenship and Academic Freedom**

1. Citizenship – Employees shall be entitled to full rights of citizenship and no religious or political activities of any employees outside the school environment shall be grounds for

any discipline

or discrimination with respect to the professional employment of such employees providing said

activities do not violate any local, state or federal law.

2. Academic Freedom – The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching function.

#### **E. Protection of Employees, Students & Property**

1. Reasonable Force – Employees may, within the scope of their employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self defense, and for the protection of persons or property.
2. The District agrees to defend and indemnify employees in accordance with ORS 30.285.
3. Assault – Reimbursement for personal property damage – The District shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of an assault on an employee's person while the employee was acting in the discharge of the employee's duties within the scope of the employee's employment.
4. Reporting Assaults – Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. The assaulted employee and any witnesses to the assault shall report the details of such assault in writing to the principal as soon as possible thereafter.

#### **F. Working Files and Personnel Files**

1. An employee shall have the right, upon request, to review the working or personnel file contents and to receive a copy at Board expense of any documents contained therein. In order to review an employee's personnel file, 24-hour notice must be given to the Human Resource Department.
  - a. The personnel file shall contain all materials relevant to the employee's employment and shall be the sole official repository of such materials. Any record of disciplinary action will remain in the physical personnel file. Evaluations will remain in the physical personnel file or in an electronic employee management system. Article 8 F (2) will apply to any electronic management system utilized by the District. Working file notes will not be placed in the personnel file.
  - b. An employee shall be entitled to have a representative of the Association accompany the employee during such review.
  - c. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in the employee's working file, the employee believes to be inappropriate for retention.
  - d. Said documents will be reviewed by an appropriate administrator in consultation with the Human Resource Department. If they agree, the documents will be removed.
2. No material **that is critical in nature** will be placed in the employee's personnel file unless the employee has had an opportunity to review the materials.
  - a. The employee will acknowledge the opportunity to review such materials by affixing a signature and date to the copy to be filed, with the express understanding that such

signature does not necessarily indicate agreement with the contents thereof.

- b. The employee will also have the right to submit a written response to any material and such

response will be reviewed by the appropriate Human Resource administrator and attached to the file copy.

3. Working files used by the principal to support dismissal or disciplinary action must be reduced to writing and inserted in the employee's personnel file within one (1) calendar year of the event or be deemed no longer valid.
4. Written evidence not previously recorded in the employee's personnel file prior to written notification of dismissal or discipline shall not be used by the Board as a basis for action.
5. If a complaint involving possible criminal or ethical violations is investigated and not determined to have merit or sufficient evidentiary support to proceed with any action against the employee, all materials concerning the complaint and investigation shall be kept in the District personnel office in a separate file accessible only to the Chief Human Resource Officer.

#### **G. Resignation**

1. Employees shall have the right to resign without reprisal because of such resignation, provided at least 60 days written notice has been given to the District.
2. The District may accept a resignation from an employee with less than 60 days' notice provided that there are extenuating circumstances, written notice has been given, and a replacement is available.

#### **H. Non Discrimination**

The provisions of this agreement shall be equally applied to all members of the bargaining unit without regard to an individual's actual or perceived race, color, religion, gender, 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. **~~Grievances filed under this section shall be the exclusive remedy of any claim of discrimination. Filing of any complaint to any federal or state administrative agency or court shall terminate any rights to proceed under the grievance procedure. Insofar as alternative remedies exist under the law for employees to pursue claims alleging discrimination, this Section may not form the basis of a grievance.~~**

#### **I. Physical Environment**

Members may report any potential health or safety concerns to the Safety Committee or administrator (e.g. air, water, noise). When members follow District procedures for reporting physical environment problems, the District shall apprise the affected members within 30 days of the status or disposition of the problem.

When environmental quality concerns have been reported, following District procedures, the results of any study commissioned by the District will be provided to the administrator and the administrator will communicate with the staff member who brought the concern forward within thirty (30) days of receipt and shared with staff, as appropriate.

#### **J. Medical Services to Students**

Members will not be required to perform any medical procedures for students except in



accordance with the regulations of the Oregon State Board of Nursing (OAR 851-047-0020 and 0030).

## ARTICLE 9

### SAFE LEARNING ENVIRONMENT

The parties agree safety and fostering appropriate student behaviors are important priorities, requiring mutual efforts to ensure a safe learning environment. All staff, including administrators, will share in the responsibility for the well-being of all.

#### A. Imminent Threat

When, in the judgment of the member, a student's behavior poses an imminent threat to the health, safety or welfare of other students or staff (which may include extremely disruptive behavior) requiring immediate action by the member to prevent harm to students and/or staff, the member shall **have support as outlined by the student conduct plan.** ~~be authorized to send the student or students causing the disciplinary problem to the administrator's office or a designated place for the balance of the class period or, at the elementary schools, until a conference is held as outlined in Section B.~~

#### B. Administrative Support

**Administrative support will provide restorative best practices including** ~~The student is subject to reinstatement in the class following a conference between the administrator, the student, and/or the parent or guardian (where possible), and the member~~ **where possible and appropriate** ~~if requested by either the member or the administrator. If the member completes a written behavioral referrals to the administrator/designee, the member will~~ **be responded to in** ~~receive written~~ **form** ~~feedback about the action taken within two (2) student contact days of submission.~~

#### C. Student Conduct Plan

Each school shall develop and distribute to all members a plan for how discipline problems will be handled, which includes who is in charge when administrators are unavailable. By June 1, all members in the building will have input into the school conduct plan, with an opportunity to suggest revisions for the following year. Staff will have an opportunity to discuss this plan during pre-service week. This plan will be implemented when students arrive. Plans will follow the template in Appendix H.

#### D. Juvenile Information

**When notified by law enforcement or juvenile authorities,** ~~t~~The District will **provide seek to obtain from juvenile authorities available** information concerning adjudicated students enrolled in District schools and information about the nature of their offense. School officials will set up procedures so this information will be available, in accordance with the law, to members who have "a need to know" as a result of an assignment to teach or supervise the student.

#### E. Behavioral Information

Within legal parameters, student 504 plans and IEP's (including behavioral goals and required behavioral modifications) will be made available as soon as possible to all members assigned to teach students eligible for special education under state and federal law. Members with concerns about students with behavioral or health issues shall contact a building administrator.

**F. Behavioral Goals**

Student behavioral goals and required modifications, set up by a prior team, may be modified in a team meeting requested by a current member.

**G. Consistent Discipline**

All schools shall have an annual in-service on the Student-Family Handbook and the school discipline plan (section C above). Members with questions about student discipline may contact their administrator.

## **ARTICLE 10**

### **PROFESSIONAL WORKING CONDITIONS**

**A. Work Day**

1. The District and the Association recognize that education involves professional obligations.
2. The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period.
3. Employees may be required to participate in no more than three (3) unpaid evening activities beyond the scheduled work day excluding parent-teacher conferences (described in Article 11-B). However, employees shall not be expected to participate in any such activity on their regular day of worship.
4. Each school's yearly activities shall be scheduled after gathering staff input. The administration shall publish those dates in the school's annual calendar.
5. Scheduled beginning and ending times in each building shall be determined by the District. Employees may make reasonable adjustments to their daily and weekly schedule as necessary to accommodate professional obligations (including Association business) and to meet personal need.
6. As a professional courtesy and to ensure the safety and security of students and staff, employees will notify the office when adjusting their schedule. Each building will establish a process for notification.

**B. Plan Time**

Plan time is time during the regular workday used for individual professional responsibilities. Plan time includes individual, team plan time and meetings. Employees shall normally receive not less than the following minimums for each five-day week:

1. All elementary members of the bargaining unit except those included in B-2 through B-4 below shall receive an average of 675 minutes per week. 450 minutes of this time shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes.
2. Elementary teachers with two half-day sessions shall receive an average of 700 minutes per week.
3. Elementary Specialists (Music, Physical Education and Title I teachers, Media Specialists and Itinerants) shall be asked to participate in planning their schedules and shall receive an average of 625 minutes per week, 450 minutes of which shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes.

4. Elementary Counselors shall receive an average of 400 minutes per week.
5. Middle School and High School members shall receive an average of 600 minutes per week; 225

minutes of this time shall be within the student day in blocks of not less than 30 minutes.

6. Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.
7. Resource Room teachers shall receive plan time as provided to classroom teachers at their grade level under Section 10-B. In addition, they shall receive 200 minutes per week for case management responsibilities in blocks of no less than 30 minutes.
8. Self-Contained Special Education teachers shall not have to be within sight and sound of their students during their plan and lunch times.
9. Employees working less than full-time shall have their average plan time minutes prorated based on their FTE. Employees working half-time or more will have at least one block of no less than 30 minutes per work day.
10. Employees assigned to two or more buildings on the same day will be released from instruction or other duties for the same number of minutes as required in traveling, or shall be paid for travel minutes at their individual hourly rate.
11. Employees shall not be required to attend more than two hours of staff meetings per month. BEA and BSD agree two hours is a limit, not a target. Recommended practice is to use time for staff meetings conservatively in acknowledgement of the many other demands on staff time. Administrators will seek input for the agenda, when possible. Agendas will be distributed in advance.
12. Employees shall not be required to attend more than a yearly average of 2 hours per month of collaboratively established building committee meetings. Recommended practice is to use time for committee meetings conservatively in acknowledgement of the many other demands on staff time. Committees will be established and agreed upon at the beginning of year. Staff shall choose which committee(s) they will participate in.

## **C. Class Size**

### **1. District Committee**

A jointly appointed District Committee with a minimum of six members, co chaired by an Association and District representative, shall meet regularly to review class size and related issues.

- a. The Superintendent and the Association President shall jointly provide direction to the District Committee on an annual basis and not later than October 15 each year.
- b. The District Committee shall prepare an annual report recommending additions and/or modifications in District policy, procedures, and practices.
- c. The District Committee shall develop long range plans, including goals and objectives as well as plans for implementation.
- d. The District Committee shall make recommendations about funding priorities, program modifications through the District's budget process, and guidelines for class size and class make up. The guidelines will be reviewed regularly and adjusted to improve instruction and to balance the workload of faculty.
- e. The District Committee's recommendations if and when adopted by the District, shall become Board policy or administrative regulation.

### **2. School Class Size Committee**

Each school faculty will nominate and elect employees to serve on a school class size committee to assist the school principal and staff in maintaining equitable class sizes based on numbers of students as well as the makeup of each class.

- a. A District Committee will monitor individual class size and class makeup and assist in resolving problems that are beyond the means and/or authority of school committees.
- b. A District Ad Hoc Committee will establish guidelines and operating procedures, including the authority and responsibility for all school committees.
- c. The duties and responsibilities of the School Class Size Committee shall be transferred to the school's site council if approved by a vote of staff.

#### **D. Instructional Hours**

1. Principals will notify employees of their work schedule, including plan time prior to the start of the school year.
2. Employees may appeal schedules that are out of compliance with the Agreement. Principals in consultation with their supervisors must bring all schedules into compliance with the Agreement.
- ~~3. The District and BEA will bargain any future changes in instructional hours.~~
4. ~~Through the life of this contract the District will not increase average student contact time or average instructional minutes at any level (elementary, middle school, high school) beyond the maximum student contact time or instructional minutes of teachers in any building at that level as of 2000-01, unless BEA and Board agree to an increase.~~ The teacher to student contact minutes shall not exceed a yearly average of 315 minutes per day for elementary members, and 288 minutes per day for middle school and high school members. Current tutorial and study hall minutes shall not be converted to an additional instructional class for teachers.

#### **E. Curriculum / Workload Management**

1. On a yearly basis, each school staff shall engage in a process of review of the priorities for that school year. To be considered are such things as new state and federal curriculum/programs, District priorities, school improvement plans, professional development, endorsements, preparation and member workload. The purpose shall be to enable all stakeholders in the school to help manage priorities.
2. A jointly appointed Special Education Committee, co-chaired by a designee of the Association President and the Executive Administrator for Student Services or designee, and comprised of representation from resource room teachers, SLPs, psychologists and specialized program teachers, will meet quarterly to discuss and problem-solve special education topics.
3. The Special Education Department will:
  - a. Review the eligibility evaluation workload of SLPs when requested and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year
  - b. Review caseloads for psychologists and special education teachers and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can

be completed within the regular



workday/year

4. Elementary building administrators will work with their kindergarten staff to develop a plan for transitioning students into kindergarten. During the first week of school, two student contact days will be set aside for teachers to conduct kindergarten assessments, followed by one day for half of kindergarten students to attend school and one day for the other half of kindergarten students to attend school.
5. Regular meetings shall be held between representatives of the Association and Teaching and Learning Department administrators to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.
6. A jointly appointed District Professional Development Advisory Committee composed of administrators and teachers and co-chaired by the Association President and the Deputy Superintendent/designee shall meet at least monthly to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.
7. The District shall annually provide information for members regarding their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).
8. A building administrator and an association representative will sign off annually that the requirements of Article 9-C, Article 9-G, Article 10-C-2-c, Article 10-E-1 and Article 10-E-7 have been fulfilled. A copy will be provided to the District and the Association. The form can be found in Appendix F.

## **ARTICLE 11**

### **WORK YEAR**

#### **A. Normal Work Year Contract Days**

1. 175 student days
2. Five (5) paid holidays (Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day)
3. Three (3) pre-service days. Each fall, prior to the start of the student year, the District and/or school administrator may utilize up to eight (8) of the twenty-four (24) hours for pre-service. The remaining sixteen (16) hours, including one entire workday, will be reserved for individual planning and preparation.
4. Four (4) grading/assessment days, are for individual members to grade student work and create report cards. Assessment days are for elementary members to be engaged in assessment activities as determined by each site staff. Appropriate activities are scoring, inputting scores, collecting, scoring and recording work samples, or communicating with parents about assessment.
5. Three (3) professional development days, one (1) of which is scheduled before the student school year. These days shall be scheduled as a combination of administrator-directed professional development and collaboration (four consecutive hours including lunch) and member-directed work time (four consecutive hours). Administrator-directed professional development shall be planned in collaboration with the staff, taking into consideration individual, team, building

and District needs.

6. Three (3) staff workdays. One (1) of these days shall be scheduled before the student school year and one (1) will be on the October state in-service day (may be taken off-site with prior approval of the administration). These days shall be scheduled as a combination of administrator-directed

professional development and collaboration (four consecutive hours including lunch) and member- directed work time (four consecutive hours). Administrator-directed professional development shall be planned in collaboration with the staff, taking into consideration individual, team, building and District needs.

- ~~7. Each May, BEA and the District shall evaluate how well the new language stated above is working. The BEA shall bring to the attention of the District any specific areas where the language is not being followed. The District and the BEA will work collaboratively to develop and implement a remedy. If the parties are unable to agree on a remedy the contract shall revert to the previous language.~~

## **B. Parent-Teacher Conference**

1. Elementary and Middle School - Teachers shall participate in parent conferencing as scheduled by the District. No more than two (2) conference days in the fall nor two (2) conference days in the spring will be scheduled. At least two (2) hours of student-free conference preparation time shall be included in the schedule for every day of scheduled conferencing.
2. Each high school may schedule up to three (3) nights for parent contact/conferences (Unless release time is given, these three (3) nights would be included in the three unpaid nights in Article 10-A-3).
3. Conference Work Week Maximum – In no case shall the combination of regular workday time and conferences exceed twelve (12) consecutive hours per day and forty (40) hours per week.
4. No staff meetings or required committee meetings will be held during conference week.

## **C. Emergency Closure**

1. If the District closes due to inclement weather or other emergencies, there will be no deduction of sick or personal time off leave with the exception of those who are on long-term leave.
2. In the event inclement weather or other emergency closures prevent the District from meeting required instructional hours set by ODE, the days will be made up to ensure compliance.

# **ARTICLE 12**

## **VACANCIES AND TRANSFERS**

### **A. Vacancies and Posting**

1. Starting the third Monday in April and continuing every week until August 1, the District will prepare a list of all known vacancies which exist on that date due to employee resignation, retirement, or an approved leave of absence. Between April 1 and the third Monday in April, the District may hire a temporary employee into the position held by that employee unless the position is to be filled by an employee returning from leave or an employee being reassigned due to enrollment decline. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned due to enrollment

decline, it will be posted. The list will be posted on the District e-mail system.

2. An employee may apply for any or all categories of transfers set forth in Sections B and C of this Article, provided the employee meets the requirements for each type of transfer. Continuity of

evaluation will be a factor in considering transfer applications by probationary employees.

3. Only contract and probationary employees are eligible to be transferred between buildings. Temporary employees may apply and be interviewed for openings provided the principal interviews two (2) other employees who are contract and/or probationary.

## **B. Specific Transfers**

1. An employee not on a Plan of Assistance, or Plan of Awareness who has or will have the appropriate certification on the date the assignment begins, may apply for specific openings listed on the vacancy notices.
2. To be considered, applications for a specific vacancy must be received by the Human Resource Department no later than the Monday following the date of the vacancy notice. Employees may apply for specific vacancies through August 30; however, after August 15, the employee must have the concurrence of the building principal. Before the end of the school year, applications must be sent via the building principal. After the end of the school year, the Human Resource Department will send a copy of the application to the building principal.
3. An employee who files timely applications for such specific transfers will be given consideration along with other qualified applicants. However, the principal must interview at least two (2) employees who have requested a specific transfer to that position unless fewer have applied.
4. When the Human Resource Department makes an offer of a specific position, the employee will be notified. Any such offer made to an employee by the Human Resource Department must be accepted or rejected by the employee within 24 hours following acknowledged notification by the District. Any such offer made by the Human Resource Department will be confirmed in writing.

## **C. Administrative Transfers**

1. Employees may request an administrative transfer through their administrator or the Administrators for Licensed Personnel.
2. When transfers are initiated by the administration, each principal shall notify employees of the needs and criteria for anticipated staff transfers in their building prior to commencing the administrative transfer process. Volunteers shall be requested and considered before administrative transfers are initiated.
3. If an individual transfer is initiated by the administration, a conference with the initiating principal will be arranged if requested by the employee to discuss the reasons for the transfer. If requested, the reasons for the transfer will be reduced to writing by the initiating principal, signed by all parties at the conference, and a copy given to the employee.
4. An employee shall be notified of a transfer between schools as soon as possible but at least ten (10) days prior to the effective date of the transfer, except in the case of an emergency or changes in student enrollment.
5. When employees are transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the employee will plan for professional development for the employee to be implemented throughout the first year.

#### **D. Selection of Candidates**

Selection of a candidate for each position, whether within or from outside the District, shall be at the discretion of the school administration.

#### **E. Information Opportunities**

1. The Human Resource Department will establish a yearly meeting for employees who are considering a transfer. The purpose of this meeting will be to provide helpful hints for interviewing and for file review. Such a meeting will be entirely voluntary on the part of employees.
2. Upon request by an employee, the Human Resource Department will also make available an individual meeting for any employee who has applied for transfer and has not been successful. The purpose of this meeting is to provide the employee feedback as to the reason(s) the employee did not receive a transfer. It is understood that this meeting will be an attempt to counsel the individual employee. The subject of this meeting will not be subject to just cause and/or the grievance procedure. Any request by an employee for such a meeting shall be within a reasonable time after the transfer process is completed.

#### **F. Assistance**

1. Employees who transfer shall be allowed released time or extended contract for moving to a new assignment as follows:
  - a. If notified of the transfer by June 30, then no time for relocation.
  - b. If notified of the transfer by August 14, then one day of time for relocation.
  - c. If notified of the transfer after August 14, then two days of time for relocation.
2. The District shall transport the employee's books, materials and other personal belongings related to the assignment.

## **ARTICLE 13**

### **LAYOFF AND RECALL**

(This Article shall be implemented in accordance with ORS 342.934, as amended.)

#### **A. Layoff Procedures**

When, in the judgment of the District, it becomes necessary to reduce the number of employees, the District agrees that such reduction shall be made in accordance with the following procedures:

- I. Employees may be laid off when bargaining unit positions are eliminated as a result of any of the following:
  - a. A reduction in available funds.
  - b. A reduction in pupil enrollment.
  - c. Program elimination or changes in program content.

d. Natural disasters or other conditions beyond the control of the District.

## 2. License/Endorsement/Levels

- a. Employees shall have their license/endorsement(s)/levels on file with the District at the time of notification of layoff in order to be considered.
- b. At the time of the notification of layoff, an employee with an alternative type of license who is working on a TSPC required program to meet statutory or regulatory requirements with a specific date of completion will be permitted to finish the program and considered to have a valid license.
- c. The District shall make every reasonable effort to combine positions for employees with the proper license/endorsement/level in order to minimize the number of layoffs. The District will not mis-assign an employee if the effect is to create a layoff that otherwise would not be necessary or would fail to recall a qualified employee.

## 3. Employees will be grouped for layoff purposes as follows:

- a. Elementary classroom teachers will be grouped District wide.
- b. Specialists (any teacher who holds a license/endorsement/level other than a license/endorsement/ level restricting the employee to the normal classroom including P.E., media, music, art, special education, ESL, and reading) will be grouped by current teaching assignment. Those specialists who hold valid licenses/endorsement/levels to teach in a regular classroom shall also be included in that classroom grouping.
- c. Specialists who are licensed pre-primary through grade 12 will be grouped in major categories (P.E., media, music, art, special education, ESL, and reading). Employees within each category will be maintained at their current assignment and level (elementary, middle or high school) if possible and as allowed by TSPC rules. However, if through reassignment resulting from layoff, it is necessary to transfer such employee to a substantially different assignment or level and in which the employee has no experience, but is appropriately licensed, then the employee may refuse the assignment and retain the right to be recalled to the next available position.
- d. Secondary teachers whose license/endorsement/level carries a subject area endorsement will be grouped District wide by area of endorsement. Teachers who are teaching in middle schools who hold an elementary endorsement or a multiple subject's endorsement shall be considered to hold a subject area endorsement in the area of the majority of their current assignment. (Teachers who teach grades 10-12 must complete a standard license upon the expiration of their second basic license issued after January 1, 1977.) Teachers licensed since 1999 shall have a middle school or elementary level designation in order to be considered for middle school assignments and a high school level designation to be considered for high school assignments.
- e. Nurses, SLPs and social workers shall be grouped by current assignment. An employee who is currently a nurse or social worker but who has worked in the District in another capacity such as classroom teacher shall also be included in that group.

## 4. Reductions within each license group described in Section A-3 shall be made on the following basis:

- a. First: Temporary employees within the license/endorsement/level.
- b. Second: If further reductions in force are made within that license/endorsement/level group, probationary employees shall be reduced next.
- c. Third: If further reductions in force are made within that license group, the reduction shall be made from among the contract employees remaining in that license/endorsement/level group.

## 5. The retention of contract and probationary employees shall be reasonably determined by



the District on the basis of license/endorsement/level, seniority and merit.

- a. Merit is defined as the overall competency to perform in the employees' primary assignment based

on written materials contained in the employee's official personnel file such as special qualifications and experiences and level of training.

- b. Seniority is defined as the length of current continuous service to the District commencing with the first day of actual service with the District. "The first day of actual service" shall mean the first workday, in-service day, or student day which is part of the regular work year. Extended contracts and extra duty assignments shall not be considered days of service for determining seniority.
  - c. Authorized leaves of absence, whether paid or unpaid shall not cause a break in service, nor otherwise alter an employee's official date of seniority.
6. When two or more employees from the same layoff group are equally qualified by license/ endorsement/level, seniority and merit, the ties shall be broken by drawing lots.

## **B. Recall Procedure**

- 1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the license/endorsement/level group from which they were laid off.
- 2. Laid-off employees who file with the District an additional endorsement(s) or level(s) will be placed on the recall list for the new endorsement/level; however, seniority for that endorsement/level will be based on the date the added endorsement/level is received by the District. Once recalled by the District to any position, seniority for all endorsements/level(s) shall be determined as outlined in Article 13-A-5-b.
- 3. Recall shall be by inverse order of layoff, i.e.:
  - a. Contract employees in a license/endorsement/level group shall be recalled first.
  - b. Probationary employees in a license/endorsement/level group shall be recalled after the list of contract employees in that license/endorsement/level group has been exhausted.
- 4. Full-time employees on layoff may reject part-time employment and retain their recall rights.
- 5. Probationary employees shall not acquire service toward contract status while on layoff.
- 6. Temporary employees in a license/endorsement/level group may be recalled to temporary positions after the list of contract employees and probationary employees in that certification group has been exhausted. Temporary employees' recall rights apply only to openings in temporary positions within their license/endorsement/level group which occur during the same school year in which the layoff occurs.
- 7. Notice of recall shall be sent via email and regular mail to the last address given to the Human Resource Department by the employee. An employee shall have (5) five calendar days from the date the notice of recall was received to notify the District of the employee's intent to return and must thereafter report on the starting date specified by the District, providing that this shall not be less than 14 calendar days from the date the notice of recall was received, or lose all recall rights. Such failure to notify the District of intent to return or to return to work within these time limits shall be considered a resignation of said employee.
- 8. If the employee is under contract with another District and is not released earlier, the employee will have up to 60 days to return without losing recall rights.
- 9. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined in Article 13-B-7 for a period of twenty seven months after the effective date of their layoff unless they:
  - a. Resign. In such event a written resignation shall be sent to the District.

b. Fail to return when  
recalled as described above.

### **C. Layoff Benefits**

1. The District shall extend coverage under its medical and dental insurance program, provided in Article 19, for the balance of the school year to contract, probationary, and temporary employees who are laid off. The District will pay the cost of such medical and dental premiums during the first three months of layoff and such coverage may be continued by the employee for the balance of the school year provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.
2. If an employee is laid off between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored upon return to active employment, and the employee will be placed on the proper step of the salary schedule.
4. Credit towards a satisfactory probationary period and advancement on the Salary Schedule shall be as provided in Article 18.
5. Laid-off employees will retain the right to receive tuition reimbursement through the summer term as per their normal tuition cycle. Upon recall to the District their tuition cycle will pick up where it left off at the time of layoff

### **D. School Closure**

The employment relationship between the employees and the District shall continue to the extent described in this Article during any period of school closure due to lack of funds. During such a school closure, the District acknowledges that the employees are temporarily laid off, rather than dismissed or non-renewed during the period of any such school closure, and agrees to recall, pursuant to Article 13-B, all employees to regular duty promptly upon obtaining funds sufficient to continue normal operations.

## **ARTICLE 14**

### **JOB-RELATED INJURY OR QUARANTINE**

When an employee is absent from work by reason of a compensable injury as defined in ORS 656.005, as amended, incurred in the course of employment with the District, the employee shall receive compensation benefits as provided by law.

## **ARTICLE 15**

### **PAID LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. Definition

"Sick leave" means the illness of an immediate family member or the absence from duty

because of illness or non job related injury preventing the employee from working during the normal

contract work year.

## 2. Pregnancy/Childbirth

- a. Sick leave shall be granted for the period of disability by reason of pregnancy and/or childbirth, so long as the employee commences the leave in accordance with the written certification of the physician confirming the employee was disabled and unable to perform assigned duties. In order to be eligible to receive sick leave for disability after delivery or miscarriage, the employee shall provide certification to the Human Resource Department of disability from the physician as to the term such disability is expected to continue.
- b. This section shall not apply should the employee commence unpaid Parental Leave prior to the time the physician considers the employee disabled and unable to perform assigned duties.
- c. An employee shall have the right to use paid accumulated sick leave for parental leave during the first 12 weeks after the birth or adoption of a child, reduced by any period of leave taken by the other parent. Such leave shall be subject to Oregon Law. The employee requesting such leave shall give at least 30 days' notice except in extenuating circumstances.

## 3. Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. Sick leave shall accumulate for all employees on the basis of one day's leave for each month worked up to a maximum of 12 days per year. Sick leave shall be credited to each employee on the first day of active employment, and shall consist of one day for each month or major portion thereof on active employment remaining in the employee's regular contract year. Employees will be credited with one day of sick leave for each twenty (20) accumulated working days of at least six (6) hours duration on extended contract outside the regular contract year. Such leave shall accumulate without limit during the continuous service of the employee to the District. Employees shall be responsible for notifying the District of any errors in sick leave accumulation

## 4. Extended Sick Leave

Upon expiration of accumulated sick leave, the employee shall be granted additional sick leave compensation according to the employee's years of experience in the District. An employee shall have the option of utilizing personal time off days before accessing two-thirds salary compensation. The following schedule will apply only once during an employee's career with the Beaverton School District.

- a. 1-5 years of District experience: two-thirds salary for five days
- b. 6-10 years of District experience: two-thirds salary for ten days
- c. 11 or more years of District experience: two-thirds salary for twenty days

Any sick leave days at two thirds pay used during one of the above periods (e.g., 1 5 years District experience) will be subtracted from the days available during another period (e.g., 6 10 years of District experience). Thus, an employee who used 5 days sick leave at two thirds pay under this policy during the employee's first 5 years of District service would be eligible for an additional 5 days of sick leave at two thirds pay when the employee reached 6 10 years of experience with the District.

This additional non accumulative sick leave shall not apply to the calculation of retirement benefits under ORS 237.153.

## 5. Abuse of Sick Leave

Any employee who is absent because of illness for five or more consecutive school days or who shows a consistent pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave

benefit, may be required by the supervisor to file with the Human Resource Department a certificate from the employee's physician attesting to such illness. Such physician's certificate may be required prior to the end of each payroll period during an extended absence.

#### 6. Application to Retirement Benefits

Pursuant to ORS 237.153, the District has requested that the Public Employees Retirement Board add to the gross amount of salary used in determining "final average salary" as defined in ORS

237.003 (12) (for utilization in determining total retirement allowances) the monetary value of one half of the accumulated unused sick leave of each retiring District employee.

### B. Personal Time Off

1. A total of four (4) days, non accumulative per year at regular pay will be allowed for personal business without application or explanation.
2. Personal time off days will not be used to extend winter and spring breaks, holiday weekends or holiday periods, nor can they be used on the first and last days of the contract year nor the first and last student contact days of the year.
3. For exceptions to the days listed in section two above, taking personal time off for extenuating circumstances will be considered upon request made to the principal or supervising administrator.
4. **Employees who notify the District by December 1<sup>st</sup> of their intent to retire at the conclusion of that contract year will be eligible to cash out any accumulated but unused PTO days that the completion of the contract year. The District shall pay the employee \$125 for each unused day.**

### C. Application for Personal Time Off Donation

When an employee has used all available paid leave days and needs donated days due to critical illness or injury, the following procedure will be implemented:

1. The employee or designee will notify the Association of the need for donated days. This program will not begin until initiated by the bargaining unit member, member designee, or the BEA and will not interfere with the member's extended sick leave entitlement if the member chooses not to participate.
2. The Association will notify a Human Resource Administrator of the request.
3. The Association will solicit days from the bargaining unit.
4. Payroll will process the days as instructed by the District after receiving the information from the BEA President.

### D. Guidelines for Personal Time Off Donations

Donation of personal days from BEA members will be approved with the following understandings, conditions and limitations:

1. All contributions of personal time off are irrevocable.
2. All contributions to the bank are voluntary. The District shall be defended and held



harmless from any claim arising from honoring the “pooling” in this matter.

3. Association members who volunteer to donate a personal time off day must sign a waiver indicating they are forfeiting a personal time off day. Members can donate one personal time off day per year.
4. Association members from any building in the District may contribute to this bank.

5. The District is not responsible for any personal tax liability that may be incurred by the donating employee or said member should any liability arise.
6. The maximum number of days that may be collectively donated by Association members (at a rate of one day per individual member) is 45 (or the number needed to get the employee to long term disability, whichever is less, minus accrued sick leave and extended sick leave benefit).
7. Collectively, if the Association members donate more than the total number of days said employee is in need of, a random drawing will be conducted by BEA to determine the members who will donate a personal time off day. Association members whose names are not drawn will not donate days.  
Article 15D-1 and Article 15D-3 do not apply to members not selected to donate days.

## **E. Extension of Personal Time Off for Bereavement and Critical Illness**

1. Definitions
  - a. Immediate family: Spouse, same-sex domestic partner, children, grandchildren, parents, grandparents, brothers, sisters, parents of the spouse or same-sex domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.
  - b. Bereavement: Mourning and/or remembrance resulting from the death of a friend, acquaintance or family member.
  - c. Critical illness: Illness of an immediate family member requiring the presence of the employee.
2. General Provisions for Extension of Personal Time Off
  - a. Extensions will only be granted if the employee does not qualify for the same leave under FMLA/ OFLA.
  - b. Members must first exhaust their four (4) personal time off days to be eligible for extended days.
  - c. A member may make application for an extension in anticipation of the need. In case the nature of the extension of personal time off makes this impossible, the statement shall be filed immediately upon return to work.
  - d. The request must be approved by the principal or supervising administrator and a Human Resource Administrator. Verification establishing the need for the leave must be presented to the principal or supervising administrator upon request.
3. Maximum Number of Extension Days

A maximum of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a contract year.

  - a. In case of deaths and funerals of immediate family members, extension of personal time off will be granted for a maximum of five (5) days.
  - b. In case of illness/injury of members of the immediate family where death is a distinct possibility, extension of personal time off will be granted for a maximum of five (5) days.
  - c. A maximum of two (2) days of extension of personal time off will be granted for funerals of

persons other than members of the immediate family.

- d. An employee requesting leave due to critical illness/injury of members of immediate family where, in the employee's absence the family member would be left alone if the employee reported to work, the District will allow a maximum of two (2) days of extension of personal time off per illness/injury.

#### **F. Temporary Military Leave**

Time necessary for employees called into temporary active duty of any unit of the United States Reserve shall be granted for a period not exceeding 15 calendar days in any one calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the employee must file military orders with the District at least five (5) days before the leave is to commence. In such cases, an employee who has been employed by the District for at least six months prior to the commencement of temporary leave shall be paid regular pay in addition to any pay received from the armed services or National Guard.

#### **G. Jury Duty**

1. Employees called for jury duty will normally be expected to serve during the period for which they are summoned. A copy of the subpoena shall be filed with the District Human Resource Department.
2. The District may provide a substitute for the days an employee reports for jury duty during the school year in accordance with the established procedure for employee absences. If the regular employee is not on jury duty for the entire school day, the employee must, whenever practical, report to the school for planning or work in the classroom.
3. The District will reimburse the employee for loss of pay for time spent in service as a juror on days for which the employee is scheduled to work during the normal work year. The provisions of this section do not apply during holidays, recess periods, other leave or during employment on extended contract. Payment received by the employee from the court for jury duty, less mileage allowance paid by the court, shall be paid to the District by the employee, unless jury duty occurs during a period for which the employee receives no pay from the District.
4. Excuse from jury duty may be requested for an employee by the District when the service comes during the first months of school, when the absence of the employee for a prolonged period of time would have an unusually adverse effect upon the students, or when in the opinion of the District, the nature of the employee's assignment is such that an adequate substitute is not available.

#### **H. Court Appearances**

1. No deduction shall be made from the salary of an employee for required appearances where subpoenaed as a disinterested witness by a court or governmental body. Salary deductions shall be made for:
  - a. Employees who initiate a cause of action.
  - b. Employees who voluntarily support an action against the District.
  - c. Defendants who are charged with a civil or criminal offense. Salary for days lost due to required court appearance will be paid retroactively upon acquittal or dismissal of the

civil suit.

2. Any remuneration to a witness, less expense allowed by the court or other governmental body derived from such appearances, shall be paid to the District.

#### **I. Temporary Leaves for Professional Activities**

1. Members of professional organizations may request temporary leave to attend association conferences and conventions or other related professional activities. Permission for such leaves will be considered on the basis of the following criteria:
  - a. Participation in the professional activity will be beneficial to the District and its programs;
  - b. Chief Officers and official delegates of the organizations will be given priority;
  - c. Absence of the employee will result in minimum disruption of District assignments;
  - d. All requests on behalf of a local organization must have prior approval of the president of the organization.
2. Requests for leave from individuals, not necessarily representing local organizations, to participate in professional activities may also be submitted. Such requests will be considered subject to the criteria listed above.
3. Requests for leave should be submitted in writing to the Human Resource Administrator approximately two weeks before the date of leave.
4. If requests for temporary leave are approved, the District shall provide a substitute if necessary. Arrangements for a substitute should be made through the employee's building principal or supervisor.

#### **J. Deductible Absences**

Employees whose absences are not excused or are in excess of the allowable paid leave shall have deducted a prorated portion of their regular contracted salary for each day so absent.

#### **K. Insurance on Paid Leaves**

The District shall continue to provide normal group insurance benefits to employees while on paid leaves.

#### **L. Other Paid Leaves**

In the interest of assisting employees with temporary situations so they may continue to contribute to the District, employees may submit a request for paid leave for other purposes to the Chief Human Resource Officer, and the request may be granted when the District, in its discretion, determines sufficient cause exists.

## **ARTICLE 16**

## **UNPAID LEAVES OF ABSENCE**

#### **A. International and Federal Programs Leave**

A leave of absence for one work year may be granted to any employee who has completed three or more

years of service with the District, for the purpose of participating full time in exchange programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps, or a cultural travel or work program related to the employee's professional responsibilities; provided said employee states in the leave request the employee's intention to return to the school system at the expiration of the leave. Upon return from such leaves, an employee shall be placed at the same position on the salary schedule as the employee would have been had the employee worked in the District during such period. Upon fulfillment of the requirements of the first year of the approved program, the employee may request and shall be granted a one-year extension of leave to complete the required length of service.

## **B. Professional Study Leave**

Employees, who have gained **permanent contract** status, may be granted a leave without pay for activities that will enhance their personal and/or professional growth. Such activities may include study, travel and other reasons as deemed appropriate by the District. Upon return at the expiration of such leave, an employee shall be placed at the same position on the salary schedule as the employee would have been had the employee worked in the District during such period.

## **C. Military Leave**

Military leave of absence without pay or benefits shall be granted any employee who is drafted or enlists in any branch of the armed services of the United States for the period of the induction or initial enlistment. Upon return from military leave within 90 days after the employee is relieved from such military duty, an employee shall be placed at the same position on the salary schedule as the employee would have been had the employee worked in the District during the period of military service.

Any employee who leaves for military duty without completing 135 consecutive days of employment during a school year shall, upon return to an assignment, serve that entire probationary year over, notwithstanding the granting of continuous credit for time served in the armed forces.

## **D. Parental Leave**

1. Parental leave may be granted, upon written request, for childcare or adoption. An employee requesting such leave shall give at least 30 days' notice except in extenuating circumstances.
2. At the time the leave is requested, the employee will discuss the expected duration of the leave and options to return with a Human Resource Administrator.
3. If the leave commences after the beginning of the second semester of the school year, the leave may be extended for the second school year following the school year in which the leave commenced.
4. At the conclusion of the leave, the employee shall, upon request, be reinstated to the same position held when the leave commenced if the leave is less than 60 working days in duration.
5. The employee must notify the Human Resource Department in writing by April 1 of the employee's intent to return at the beginning of the subsequent school year.

## E. Personal Leave

Upon written request, a ~~permanent~~ contract employee may be granted a leave of absence for up to one year for personal reasons including health or personal welfare. The recipient shall not work in another District during

**2019 - 2021** the period of leave; neither shall the recipient work half-time or more in other non-school employment



during the period of leave.

#### F. Short-Term Unpaid Leaves

In non-emergency situations, at least two (2) weeks' notice of the request must be given. Each employee may take up to three (3) days of unpaid leave per year provided a suitable replacement is available and the leave is not during either the first two (2) or the last two (2) weeks of the school year and the affected principal approves the leave. Leaves of more than three (3) days require the approval of a Human Resource Administrator. The District shall continue to pay health insurance premiums during the three (3) day or less unpaid leave.

If a person is on an unpaid leave of more than three (3) days, other than FMLA, on the first working day of the month, District benefits for that month will be at the employee's expense should the employee wish to continue health insurance.

#### G. Other Unpaid Leaves

Unpaid leaves for other purposes may be granted by the Board upon request.

#### H. Governmental Service and Professional Leadership Leave

1. An employee seeking an appointive or elective position in government or a full time elective position within a professional organization may apply in writing for a leave of absence. The Board shall act on the request not later than the second regularly scheduled Board meeting following receipt of the written request.
2. An employee returning from such leave shall be given preference for the position the employee held prior to the leave unless the employee waives such right in writing.
3. An employee returning from such leave shall be placed on the salary schedule at the level the employee would have achieved had the employee remained actively employed in the District during the period of leave.

#### I. General Provisions for Unpaid Leaves

1. Employees who desire an unpaid leave of absence for any of the above reasons shall submit a written request to a Human Resource Administrator via the principal, for review and determination by the Board. All leaves which are granted shall be in writing specifying the beginning and termination dates of the leave. Such leaves, when granted, shall be without pay, or benefits, except as provided herein. **Employees must work at least 135 consecutive days during a school year to be credited with a satisfactory probationary year.**
2. Extensions, renewals, or modifications of Unpaid Leaves may be granted in extenuating circumstances upon the employee's written request to a Human Resource Administrator and subsequent Board approval. Such leave, if granted, shall be in writing.
3. Employees on leave shall notify the Human Resource Administrator by April 1 prior to the beginning of the next school year of their intent to return from leave. Failure to provide such notice by April 1

or failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Board.

4. All benefits to which an employee was entitled at the time the leave of absence commenced and which are currently in effect for employees, including unused accumulated sick leave, shall be restored upon return. To restore health benefits, employees must re-enroll within thirty (30) days of their return from leave.
5. Group insurance coverage may be continued during the entire leave period up to one year, provided the employee reimburses the District for the applicable premiums during any portion of the leave in which the employee is on an unpaid status unless District paid insurance is required by Family Medical Leave Act. However, employees on International and Federal Program Leave, Military Leave, or who are engaged in other full time employment in which they are eligible for full family group medical coverage available through the employer, are not eligible to extend their group insurance through the District.

## **ARTICLE 17**

### **TUITION REIMBURSEMENT**

#### **A. Credits**

1. The District shall reimburse any regularly employed full time licensed employee up to 12 quarter hours of college credit classes during a three-year tuition reimbursement cycle as established in Article 17-B below, and to be renewed each three years thereafter. Full time temporary employees will be eligible to receive tuition reimbursement for up to 4 quarter hours of college credit classes for each 135 days or more of a contract year employed by the District during a school year.

NOTE: For institutions on the semester system, each three (3) quarter hours shall be considered equivalent to two (2) semester hours.

2. To be eligible for reimbursement, coursework must meet either of the following requirements specified in Article 17-A-2-a or b below, and be approved by the principal and then be submitted by the employee to the Human Resource Department for final approval in advance of registration.
  - a. (1) Course work must be in advanced degree and/or certification program in which the employee is enrolled; or
  - (2) College credit courses directly related to the employee's assignment; including those which the teacher chooses to audit; or
  - (3) Tuition registration for workshops/conferences directly related to the employee's assignment, including those the member chooses to audit. Costs for such workshops and conferences shall not exceed the cost of three (3) college credits at PSU. Exceptions shall be made for members who must maintain required licensure for which the District does not provide professional development (i.e. SLP's). Costs for such workshops and conferences shall not exceed the cost of 12 college credits at PSU.
- b. Approved courses, District approved in service courses and workshops when required by the District and/or specified in the evaluation.

Excluded from reimbursement under this Article are: travel, private coursework, and curriculum development, except when a college requires these activities for part of the degree or certification program in which the employee is enrolled or when these activities

are specifically required through

the District evaluation program.

3. If the District requests or requires that an employee become licensed or endorsed in an area other than presently held, the District will pay the full tuition at the Portland State University rate after exhaustion of any other tuition reimbursement to which the employee is entitled. This does not include courses taken to maintain certification or to qualify for a change in certification initiated by the employee or required by TSPC.

#### **B. Application for Reimbursement**

The period between September 1 and August 31 is considered as a “reimbursement year.” Application for reimbursement, a receipt for tuition charges paid and evidence of successful completion of the course (such as grade slips, transcript, verification of completion) must be filed in the Human Resource Department prior to December 1 following the reimbursement year ending August 31. Reimbursement for employees new to the District will not be granted for summer session work taken prior to the effective date of their contracts.

#### **C. Reimbursement Rates**

1. The District will reimburse employees the actual cost of tuition at the rate in effect at an accredited college or university where the classes are taken.
2. When a grant or aid is received from a source other than the District, the sum will be subtracted from the District’s reimbursement.
3. The number of quarter hours the District will reimburse for less than full time employees will be prorated based upon:
  - a. The portion of the school day worked by the employee, and
  - b. The portion of the school year worked by the employee.

#### **D. Funding**

The District will continue to fund the tuition reimbursement program in the same manner that it has in past years. If those funds are exhausted during this Agreement, the District and Association will bargain over possible changes to the tuition reimbursement program, and the professional enhancement program.

## **ARTICLE 18**

## **COMPENSATIO**

## **N**

**PROPOSAL TO FOLLOW**

## **ARTICLE 19**

### **GROUP INSURANCE BENEFITS**

**PROPOSAL TO FOLLOW**

## **ARTICLE 20**

### **EXTENDED RESPONSIBILITIES**

- A.** Employees may accept assignments to lead student activities sponsored by the District as an extended responsibility.
- B.** Determination of the number of extended responsibility positions available each school year, the job content and duration of the positions offered and the selection and retention of employees to be offered these extended responsibility assignments rests solely with the Board and the school administration.
- C.** The parties understand that the initial acceptance of an extended responsibility assignment by an employee is voluntary, but once accepted, the employee shall continue the extended responsibility assignment for its duration unless canceled by the District. In most instances, the assignment will be equivalent to appointment for the school year. However, nothing contained in the provisions of this Agreement shall be construed as establishing permanent status for extended responsibility assignments, nor an obligation for the employee to accept the assignment for more than one year at a time.
- D.** The Schedule of Extra Pay for Extended Responsibility Assignment is found in Appendix C-3 and is based upon the maximum level (top step of the BA column) of the regular salary schedule.
  - 1. Vertical placement is based on experience and performance in each particular assignment. It is possible to be retained on the same step in successive years and it is also possible to advance more than one step in one year. Recommendations for initial placement and successive steps are made by the combined decision of building principals, and a Human Resource administrator.
  - 2. Horizontal columns reflect difficulties and responsibilities of various extra duties.
- E. Payment**
  - 1. Payment for extended responsibilities will be prorated on a monthly basis for the duration of the assignment.
  - 2. If an extended responsibility assignment is canceled or reduced in length, payment will be determined by the building principal and shall not be less than a prorated amount based on beginning and ending dates of the assignment as determined by the District.
- F. Appeals**
  - 1. A specific classification of employees as listed in Appendices C 1 and C-2 may appeal their point total only. Such appeal shall include all bargaining unit employees with a similar assignment. Individual appeals will not be heard.
  - 2. Each appeal will include a written rationale and a recommended point allocation on the "Criteria for Determining Assignment Stipend" form.

3. All appeals will be heard and reviewed by an appeals committee. The committee will consist of a Human Resource administrator, who will chair the committee, two (2) employees (not involved in the classification being considered) appointed by the Association, and two (2) administrators appointed by the Chief Human Resource Officer.
4. Appeals will be heard annually and must be filed with the Human Resource administrator by November 1. Appeals will be heard by December 15. Adjustments will be effective the following school year and will not be retroactive.
5. The decisions of the committee to revise point totals or to maintain the same point totals shall be final and not grievable.

**G.** Mentors for New Teachers and Interns - Should funding be available, the District and the Association shall work together within the limits of the law to create a mentor program.

**H. Extended Season Pay**

For team sports or activities recognized by the Oregon School Activities Association (OSAA), extended compensation shall be paid to varsity coaches and advisors involved in competition beyond the District level and not part of the regularly scheduled season.

For individual sports or activities recognized by the OSAA where one to five students qualifies for post- season activity, one coach or advisor shall be eligible for extended pay. Additional coaches or advisors shall be eligible based on a ratio of one coach or advisor for every five participants or part thereof.

Compensation for extended season shall be based on a weekly rate calculated on an average twelve-week season.

The extended week will start the first day following the adopted “cut-off ” date for each sport as established by the OSAA.

## **ARTICLE 21**

### **SITE-BASED DECISION-MAKING**

**A.** The Site Councils will comply with State law, State Board of Education rules, School Board Policy and the Collective Bargaining Agreement. Requests for exceptions to this Collective Bargaining Agreement by Site Councils shall be considered by both parties as outlined in Appendix D.

# SALARY SCHEDULE

## APPENDIX A

2019-20

2.25% COLA

BA Salary	MOU 193 Day Annual	MA Salary	MOU 193 Day Annual
GERT/01/01	\$45,011.66	GERT/02/01	\$48,868.00
GERT/01/02	\$46,101.12	GERT/02/02	\$50,038.25
GERT/01/03	\$47,585.92	GERT/02/03	\$51,648.48
GERT/01/04	\$49,128.05	GERT/02/04	\$53,323.19
GERT/01/05	\$50,717.92	GERT/02/05	\$55,050.45
GERT/01/06	\$52,747.42	GERT/02/06	\$57,251.95
GERT/01/07	\$54,856.92	GERT/02/07	\$59,541.81
GERT/01/08	\$57,052.46	GERT/02/08	\$61,924.90
GERT/01/09	\$59,333.96	GERT/02/09	\$64,401.10
GERT/01/10	\$61,707.48	GERT/02/10	\$66,976.49
GERT/01/11	\$64,176.52	GERT/02/11	\$69,655.77
GERT/01/12	\$66,742.35	GERT/02/12	\$72,442.60
GERT/01/13	\$69,413.29	GERT/02/13	\$75,339.29
GERT/01/14	\$72,189.34	GERT/02/14	\$78,353.05
GERT/01/15	\$75,076.52	GERT/02/15	\$81,487.49
GERT/01/16	\$78,079.50	GERT/02/16	\$84,747.31
GERT/01/17	\$81,201.98	GERT/02/17	\$88,137.31
GERT/01/18	\$85,100.89	GERT/02/18	\$92,368.29



**APPENDIX A-2**

**2020-21**

**Compensation and benefits to be negotiated Spring 2020.**

[illegible]

**APPENDIX B PG. 1**  
**GRIEVANCE RECORD - GRIEVANCE NO.**

**FOR USE AT LEVEL I**

Name of Grievant:

Date Filed:

Building:

Assignment:

Name of Administrator:

School Phone No:

Date of alleged violation or misinterpretation:

Article(s) of the Agreement allegedly violated:

Statement of the Grievance:

Nature and extent of the injury or loss involved:

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

Remedy Sought:

(Signature - Grievant)

**Level I Immediate Supervisor:**

Disposition by Administrator:

(Signature Administrator)

(Date Answered)

BEAVERTON SCHOOL DISTRICT


**APPENDIX B PG. 2**  
**GRIEVANCE APPEAL - GRIEVANCE NO.**

**LEVEL II - (SUPERINTENDENT OR DESIGNEE)**

Date Appeal Received:

Date of Level II Meeting:

Present:

Disposition by Superintendent or Designee:

(Signature - Superintendent or Designee)

(Date Answered)

(Date Response Received)

Appeal to Level III

Yes

No

(Signature - Grievant)

(Date of Appeal)

**LEVEL III - (REVIEW BY SCHOOL BOARD)**

Date Appeal Received:

Date of Board Action:

Disposition by School Board:

(Signature - Chairperson of Board)

(Date of Appeal)

**Appeal to Level IV**  
**Arbitration**

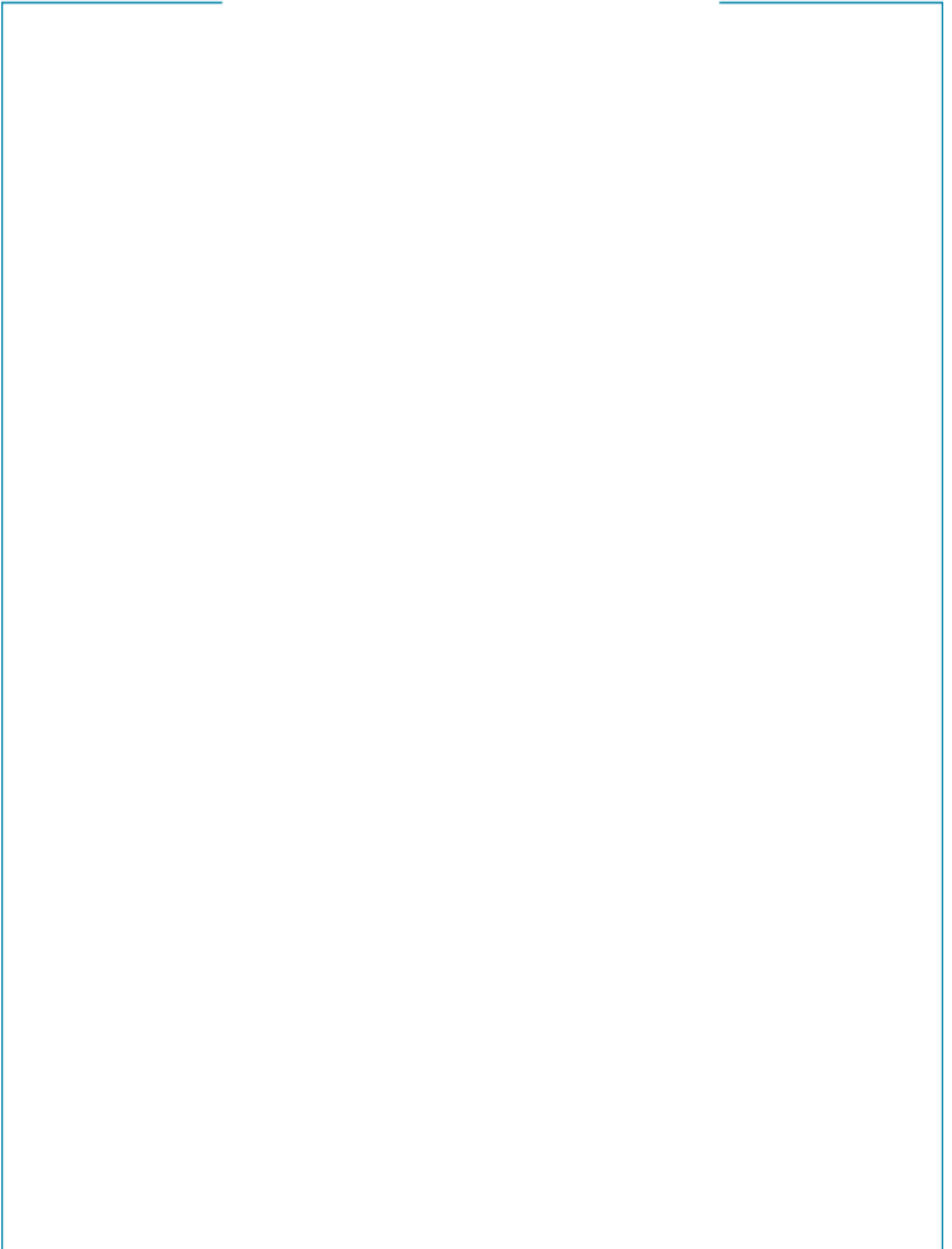
Yes

No

(Signature - BEA Representative)

(Date of Appeal)

## APPENDIX C -1



## CLASSIFICATION FOR ATHLETIC EXTENDED RESPONSIBILITY ASSIGNMENTS

A.	200-250 Points
Football	233
Basketball	229
Wrestling	212
Track	207

B.	170-199 Points
Baseball/Softball	186
Soccer	180
Swim	177
Volleyball	174

C.	150-169 Points
Trainer	165
Asst. Football	163
Asst. Basketball	160
Water Polo	158

D.	125-149 Points
Asst. Track	145
Asst. Wrestling	138
Asst. Baseball/Softball	131
Cross Country	126
Asst. Soccer	126

E.	100-124 Points
Asst. Swim	124
Asst. Volleyball	122
Asst. Water Polo	111
Tennis	101

F.	75-99 Points
Golf	78

G.	0-74 Points
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## APPENDIX C -2

### CLASSIFICATION FOR ACTIVITY EXTENDED RESPONSIBILITY ASSIGNMENTS

#### **A. 200-250 Points**

High School Band	238
High School Drama (Theater Arts)	201
High School Musical Director	200

#### **B. 170-199 Points**

High School Forensics	175
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#### **C. 150-169 Points**

High School Choral	156
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#### **D. 125-149 Points**

High School Rally	141
High School Performance Dance	140
High School Dance Team	140
High School Color Guard	140
High School Orchestra	135

#### **E. 100-124 Points**

Middle School Drama (Theater Arts)	121
High School Assistant Drama (Theater Arts)	118
Middle School Choral Music	104
Middle School Band	104

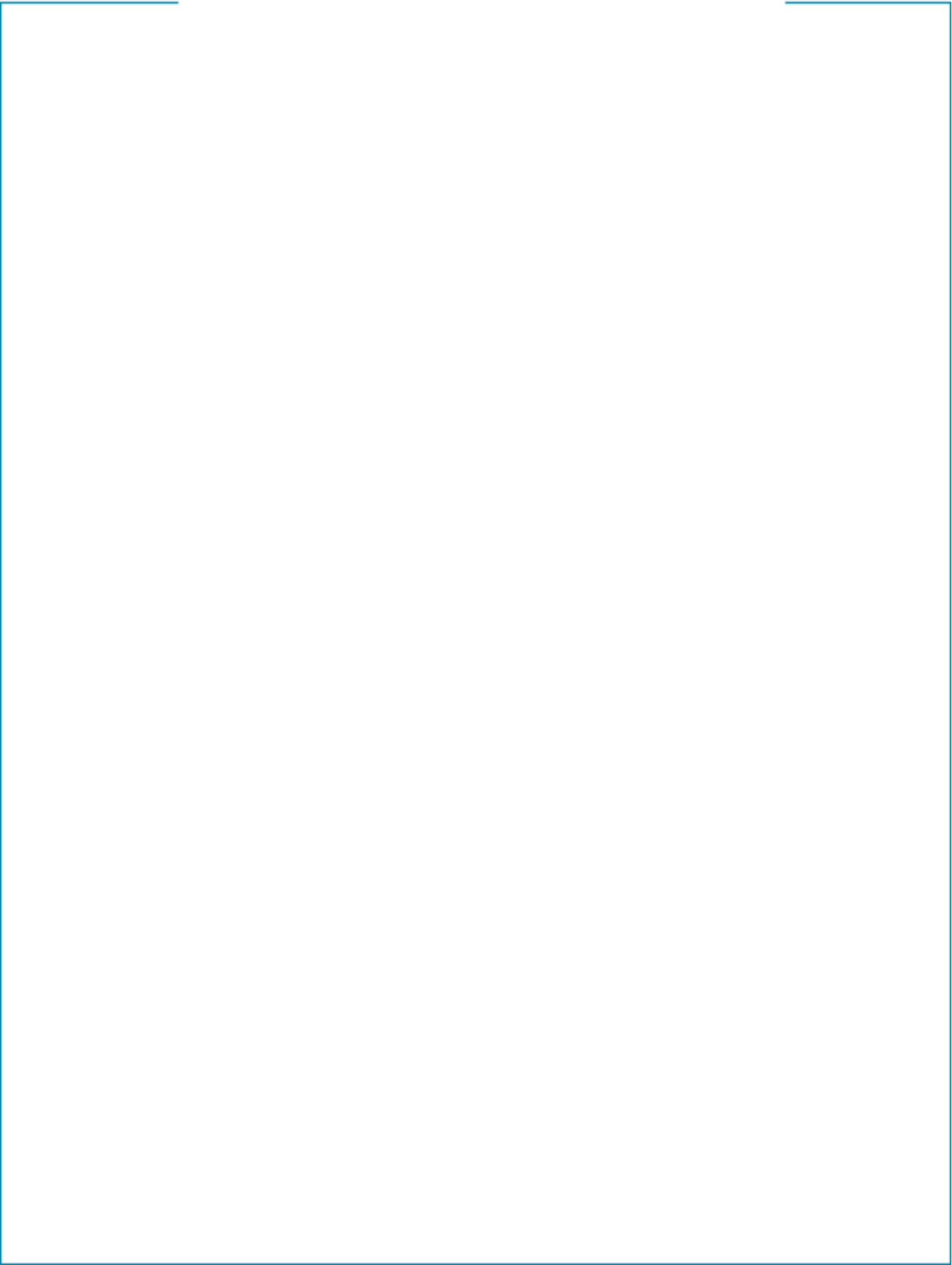
#### **F. 75-99 Points**

High School Musical-Vocal*	96
High School Assistant Forensics	95
High School Yearbook	91
High School Musical-Orchestra*	87
High School Newspaper	81

#### **G. 0-74 Points**

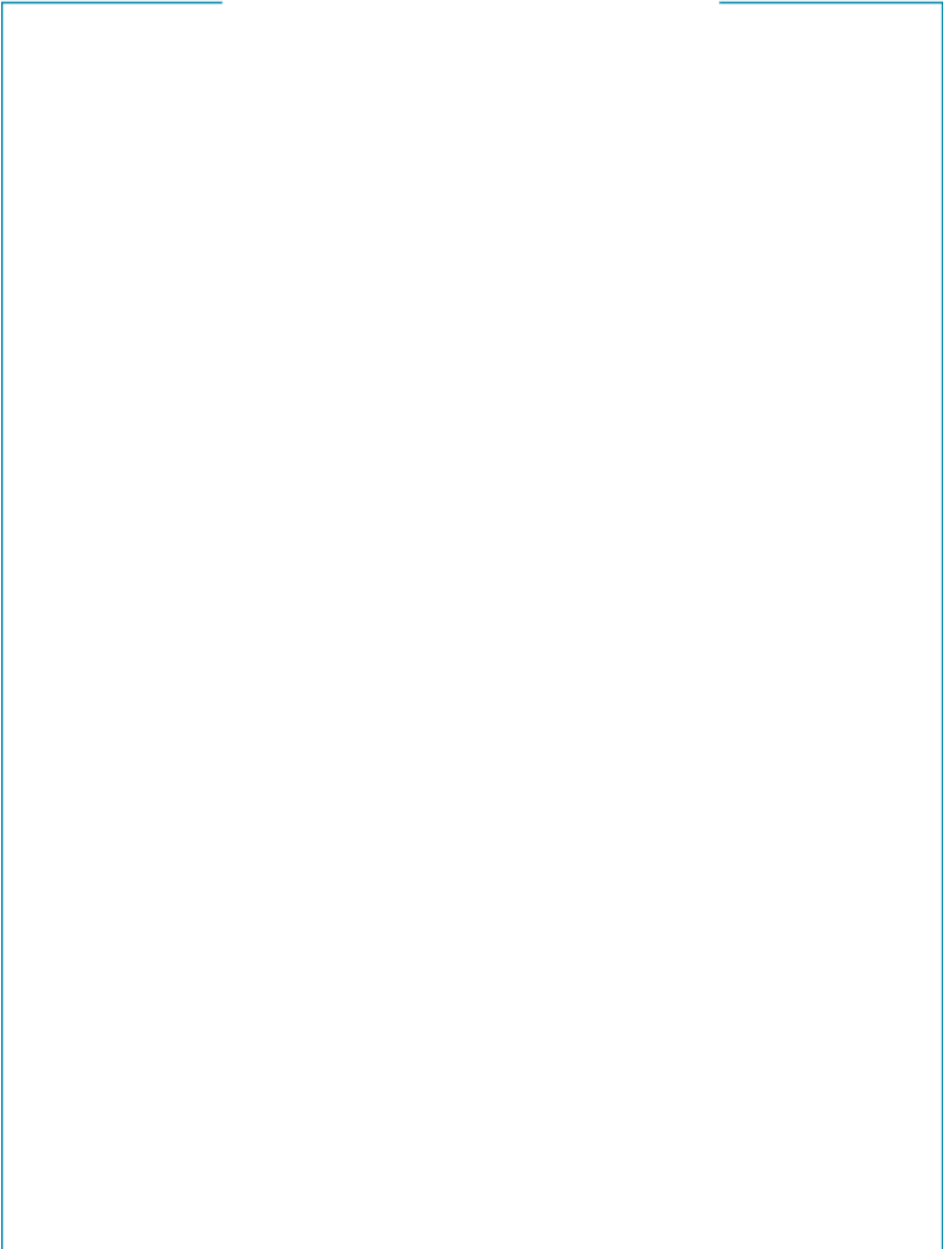
Middle School Orchestra	67
High School Musical-Choreographer*	55
High School Musical-Other*	55
Middle School Memory Book	40





1. Employees are normally assigned one (1) extended responsibility assignment per activity. Employees assigned two (2) or more non-related extended responsibility assignments in the same school or the same extended responsibility assignment in two (2) or more schools shall receive a full stipend for each assignment.
2. \*The principal may, after consultation with the Musical Director, use the “other” stipend and an unused stipend for “vocal”, “orchestra”, or “choreographer” to compensate other employees who directly assist with the production of a musical. Such assistance will include but is not limited to lighting, audio, special effects or stage construction.

## APPENDIX C -3

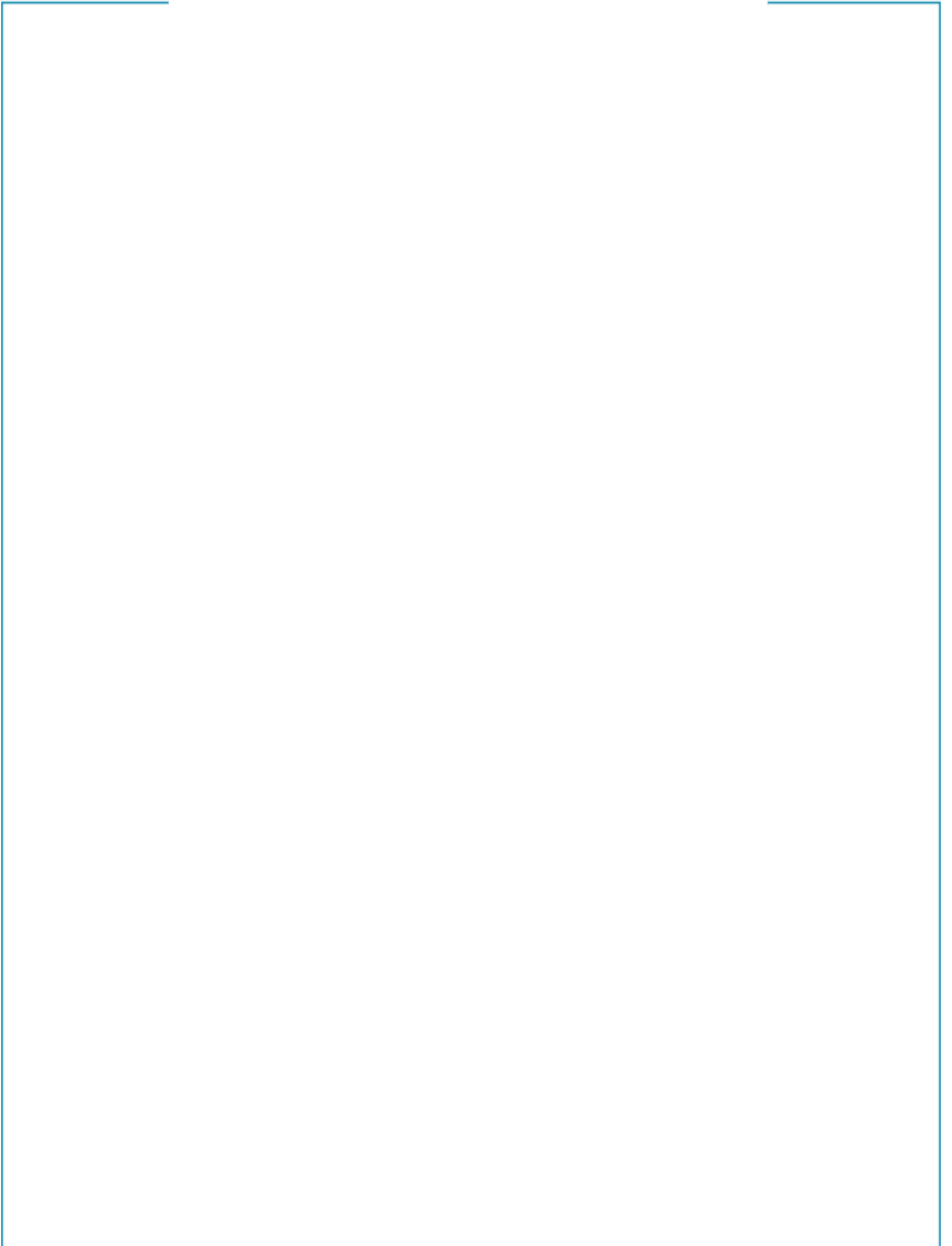


## SCHEDULE OF EXTRA PAY FOR EXTENDED RESPONSIBILITY ASSIGNMENTS

Years of Experience	A	B	C	D	E	F	G
1	(8.3%) )	(7.3%)	(6.2%)	(5.2%)	(4.1%) )	(3.1%)	(2.1%)
2	(8.5%) )	(7.5%)	(6.5%)	(5.4%)	(4.4%) )	(3.4%)	(2.3%)
3	(8.8%) )	(7.8%)	(6.7%)	(5.7%)	(4.7%) )	(3.6%)	(2.6%)
4	(9.1%) )	(8.0%)	(7.0%)	(6.0%)	(4.9%) )	(3.9%)	(2.8%)
5	(9.3%) )	(8.3%)	(7.3%)	(6.2%)	(5.2%) )	(4.1%)	(3.1%)

Percentages shall be based on the top step of the BA column of the Salary Schedule.

## APPENDIX D



## PROCEDURES FOR CONTRACT EXCEPTIONS

The needs of our students and the demands of the changing world require that we collectively and continuously seek to improve the quality of education for all students. The standards of the past may not serve our students well into the future. Thus, we must always seek to set new standards and to ensure equity of excellence for all. Improving quality and ensuring equity requires us to examine and modify our expectations, roles, responsibilities and practices on an ongoing basis.

That is, we believe that employees and administrators should share the responsibility for effective school management in education reform and the alternative programs. Together they will establish expectations for students, plan how to best realize these expectations, and evaluate the outcomes of their effort. The outcomes of such evaluations will be shared and used to modify and improve the program(s).

Therefore, during the period of developing and establishing new programs, both parties recognize the staff must have the flexibility to explore unique arrangements. Thus, both parties agree that the staff of the new programs will be free to develop the parameters of the programs during the pilot year, with the presumption that every attempt will be made to work within the constraints of the collective bargaining agreement.

However, both parties also agree that the staff needs to be free to explore areas that may conflict with the contract.

It is also agreed that articles of the contract including but not limited to salary, fringe benefits, grievance, evaluation, management rights, teacher rights, and dismissal procedures are not to be waived unless sufficient reasons are presented which persuade the parties to do otherwise.

Only those programs that have been approved by both parties will fall under the guidelines of this memorandum.

In order to facilitate resolution to possible conflicts with the contract, the Superintendent or designee and the President of the Association will act as an "Ombudsman Committee" to advise the staff on the impact of their planning on contract, or established practice. The program plans will be reviewed by the "Ombudsman Committee" for collective bargaining implications and a response will be provided to the Curriculum and Instruction Department if concerns exist. Prior to implementation, both parties will agree in writing to any conditions that are in conflict with the collective bargaining agreement.

At the end of the first year, if the staff wishes to continue conditions that are in conflict with the contract, they must apply for a waiver from both parties. A waiver may be granted for a maximum of one year and may be extended on a year-to-year basis. Except to the extent waived, the collective bargaining agreement will remain in full force and effect.



## PROFESSIONAL ENHANCEMENT

(Contingent upon reallocation of funding)

From the \$160,000 budgeted by the District for a revised PEP Program under Article 18J:

- A. \$20,000 will be used by the redesign committee to distribute funds through a redesigned PEP Program that addresses the staff development needs of staff and meets the goals and priorities of the District. (The intent is to focus on staff development--not the historical program of "individually enhancing").
- B. \$140,000 will be distributed to schools on the basis of an equitable funding formula (i.e. per teacher). The process for managing the distribution of staff development monies by site councils shall:
  - 1. Fall within the parameters of federal, state, board, contractual, administrative and individual school regulations as stated in the Beaverton Site Based Decision Making Plan Document.
  - 2. Support the District's goals and priorities, as well as each school's vision and mission statements ensure that all stakeholders (staff, parents, community members and student) are engaged in developing staff development priorities
  - 3. Be the result of a consistently applied collaborative decision making process by the whole staff.
  - 4. Recognize the individual stages and needs of certified staff as learners as well as the needs of the staff collectively.
  - 5. Utilize a simple, concise application process which contains time lines for requesting and receiving funds.
  - 6. Include a plan for informing all certified staff of the application process.
  - 7. Encourage the utilization of staff/district expertise in planning and implementing programs and encourage pooling of resources with other schools.
  - 8. Develop a process/plan for communicating individual school plans, options and opportunities.



APPENDIX F

SCHOOL/BEA ANNUAL CONTRACT SIGN-OFF

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We acknowledge that

(school) has completed as a staff the following:

■ **Article 9-C**

*Each school shall develop and distribute to all members a Student Conduct Plan based on Appendix H.*

■ **Article 9-G**

*An annual in-service on the Student-Family Handbook and the school discipline plan.*

■ **Article 10-C-2-c**

*The duties and responsibilities of the School Class Size Committee shall be transferred to the school's site council if approved by a vote of staff.*

■ **Article 10-E-1**

*On a yearly basis each school staff shall engage in a process of review of the priorities for that school year. To*

*be considered are such things as: new state and federal curriculum/programs, District priorities, school improvement plans, professional development, endorsements, preparation and member workload. The purpose shall be to enable all stakeholders in the school to help manage priorities.*

■ **Article 10-E-7**

*The district shall annually provide information for members in regards to their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).*

*By signing this form, you confirm that you have completed the annual contract signoff in your school.*

BEA Representative Signature

Date

Principal Signature

Date



## **EVALUATION GUIDELINES COMMITTEE**

The following agreement is hereby entered into between Beaverton School District (District) and the Beaverton Education Association (Association). The District and Association agree to the following:

The District and the Association will create a joint committee to develop written evaluation guidelines for the purposes of informing members and administrators as to the evaluation process and relevant District timelines. The committee will consist of six (6) members, three (3) chosen by the District and three (3) chosen by the Association. This committee shall begin its work no later than September 15, 2016 with the goal of developing the written evaluation guidelines no later than February 15, 2017.



# TEMPLATE FOR STUDENT CONDUCT PLANS

## To be used in accordance with Article 9 – Safe Learning Environment

Each school will develop a Student Conduct Plan that aligns with the Student Family Handbook and includes all of the following areas.

### **Our Approach to Student Behavior and Restorative Practice**

Use this section to articulate the philosophy that guides the creation of behavioral expectations, the process through which students, families and staff will be made aware of those expectations and the importance of creating a school climate that supports safety and engagement in learning.

### **Behavioral Expectations**

This section will articulate the general framework of behavioral expectations and how they will be taught to staff and students. It will not include every expectation articulated in the Student Family Handbook. It is appropriate to share PBIS expectations here, e.g. Be Safe, Be Responsible, Be Kind.

### **Levels of Support Including School Response Plan to Imminent Threat**

This section identifies the classification of behavior by level and who is responsible for addressing student behavior. The plan shall include guidance based on the Levels of Intervention and Disciplinary Response found in the Student Family Handbook. This section shall also provide guidance about how staff are expected to respond to imminent physical harm to themselves or to others.

### **Referring Student Behavior**

Provide guidance regarding expectations for addressing common misbehaviors in the classroom and when intervention from outside the classroom is appropriate, including how student referrals are made. This section shall also identify the specific staff members that support student behavior by grade or team and the chain of command for support if those individuals are not available.

### **Communicating Outcomes**

When a written referral is received, the Administration shall provide written response about the action taken to the staff member within two working days. If applicable, guidelines about the student's re-entry to the classroom shall be included.

### **Safety Reporting**

Expectations about when and how staff are expected to report injuries shall be articulated in this section, including the name of the person responsible for receiving injury reports. Expectations about reporting this information should also be explained.

### **Process for Notifying Staff of Student Safety Concerns**

Follow the guidance in the Student Family Handbook Code 28 regarding Threats/Menacing/Hate Lists. (ORS 339.250(3))

### **Review and Revision Process**

The development of the Student Conduct Plan shall begin with staff being invited to provide suggested revisions by June 1 of the previous school year. During the August Pre-Service week, staff will have the opportunity to review and discuss the schoolwide behavior plan.



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

**WE EXPECT  
EXCELLENCE**



WE teach students knowledge and skills for our evolving world.

WE seek, support, and recognize world-class employees.

**WE  
INNOVATE**



WE engage students with a variety of relevant and challenging learning experiences

WE create learning environments that promote student achievement.

**WE EMBRACE  
EQUITY**



WE build honest, safe, and inclusive relationships with our diverse students and their families.

WE provide needed support so that every student succeeds.

**WE  
COLLABORATE**



WE work and learn in teams to understand student needs and improve learning outcomes.

WE partner with our community to educate and serve students.

Our Approach to Student Behavior and Restorative Practice

Behavioral Expectations

Levels of Support Including School Response Plan to Imminent Threat

Referring Student Behavior

Communicating Outcomes

Safety Reporting

Process for Notifying Staff Related to Safety

Review and Revision Process





To be used in accordance with Article 11 – Work Year

<b>Preservice Week*</b>	<b>Administrator/District-Directed</b>	<b>Member-Directed</b>
Day 1: Pre-service (PS)	4 hours	4 hours
Day 2: Pre-service (PS)	4 hours	4 hours
Day 3: Staff Development/Work Day (SDW)	3.5 hours	4 hours
Day 4: Staff Development/Work Day (SDW)	3.5 hours	4 hours
Day 5: Pre-service (PS)	NA	8 hours
<b>Total Hours</b>	<b>15 hours</b>	<b>24 hours</b>
<b>Staff Development /Work Days</b>	<b>Administrator/District-Directed</b>	<b>Member-Directed</b>
October (state in-service day)**	3.5 hours	4 hours
November/December	3.5 hours	4 hours
February	3.5 hours	4 hours
April	3.5 hours	4 hours
<b>Total Hours</b>	<b>14 hours</b>	<b>16 hours</b>
<b>Grading/Assessment Days</b>	<b>Administrator/District-Directed</b>	<b>Member-Directed</b>
November/December	NA	8 hours
January/February	NA	8 hours
April	NA	8 hours
June	NA	8 hours

\*Administrators may trade pre-service and staff development days as needed, however, one full 8-hour pre-service day must be member-directed. Typically, this 8-hour day occurs on the fifth day of pre-service week. All teacher self-organized events will be voluntary and occur during individual work time.

\*\*It is recommended that licensed staff who do not normally have District or school-provided staff development, e.g. nurses and SLPs, be allowed to attend statewide in-service on October 12. It is understood there may be times when District/school needs do not make this possible.



## **Joint Student Services Interest Statement**

### **BEA/BSD June 2019**

The District and the Association jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Together we are committed to promoting practices that maximize learning opportunities for all students, and recruiting and retaining skilled professionals. The need for responsive services within schools has significantly increased in recent years and as a result, existing resources have been stretched very thin. If the District receives additional revenue/funding, strong consideration should be given to address the social, emotional, and behavioral needs of students and to add supports moving toward alignment with common statewide and nationally recommended caseloads. Additionally, we support the consideration of regionally based multi-disciplinary teams who can provide support and allocate resources to address the social, emotional, and behavioral needs for students. This team could provide consultative support and recommendations to school personnel on how to meet the needs of students in all settings.







Beaverton School

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