

COMPEHENSIVE INITIAL PROPOSAL OF THE BEAVERTON EDUCATION ASSOCIATION

May 13, 2021

The documents contained herein represent the initial proposals of the Beaverton Education Association. These proposals are made in compliance to Article 1, Section D.2 of the Certified Collective Bargaining Agreement between the Beaverton School District and the Beaverton Education Association, applicable law and the ground rules agreed to by the parties.

The proposals contained herein represent proposed changes to current contract provisions aimed at clarifications and/or improvements. There are also proposed new provisions designed to address concerns that have arisen since the last bargain or have been left unresolved.

Throughout we have used strikethroughs to identify a proposed deletion of current contract language and red type to indicate new or changed language. With the exception of provisions that encompass compensation (including salary, benefits, pay parameters, etc.), provisions of the current Agreement not included in this document represent the Associations proposal to retain those provisions unchanged in a successor agreement.

PREAMBLE

We, the Beaverton Education Association (Association) and the Beaverton School District (District), commit to placing the student in the center of our circle. We commit to using district resources responsibly and equitably to: reduce the disparity of outcomes for students of color, students with disabilities, and other historically disenfranchised students; provide safe, welcoming and inclusive learning environments; and support meaningful, equitable and highly effective instruction so that all students thrive.

We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning. Therefore, this Agreement commits both parties to build a collaborative partnership based on mutual respect and trust by addressing points such as:

Providing each student with access to a well-rounded, comprehensive public education

- Reducing academic disparities for historically disenfranchised groups
- Addressing the health and safety needs of students by increasing and enhancing supports for behavior, social emotional learning, and mental health that are evidence based, culturally relevant, and culturally sustaining
- Fundamentally realigning resources to achieve our vision.

These commitments and beliefs, supported by action, will bring about the culture of success that the Association and the District envision. And the parties' agreement is as follows:

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.~~

G. Duration and Effect of Agreement

This agreement shall be effective as of ~~July 1, 2019~~ **July 1, 2021** and shall continue in effect through the ~~30th day of June 2021~~ **30th day of June 2023**.

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 **requested by the Association as needed to fulfill its obligation as exclusive representative.** The District shall provide to the BEA an **editable** electronic database of each employee in the bargaining unit that includes **each bargaining unit member's name**, first date of service, FTE, classification or title, worksite, position on the salary schedule, dues deductions, residential address, email and phone number. **Said data shall be updated at least every 120 days, The District shall provide the association with the aforementioned information for any new hire within 10 calendar days of the date of hire.**

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~~ **their** 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. **OEA employees shall have access to District facilities to conduct Association Business.**
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.~~

4. Prior to the start of the school year, the District shall provide a two-hour block during the New Staff Academy for the Association to meet with new employees. After the school year begins, the District shall provide, within 30 days after hire, a two-hour block of time during the employees' workday for the Association to meet with the new employee(s). No employee shall suffer a loss of pay or benefits from participating (new employee(s) or Association representative) in these Association orientation meetings.
5. The Association shall have the right to meet with current employees during regular work hours at the employees' worksite to address grievances, complaints, and matters related to employment relations.
6. The Association shall have the right to conduct meetings at employee work locations before or after regular work hours, during meal periods, and during any other break periods. The Association shall have the right to select the time and place of meetings, provided that the meeting does not interfere with employer operations. The Association shall have the right to conduct meetings without undue interference and the District shall not charge any fee for the use of a worksite for such meetings.

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.E. 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. F. 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, 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.~~
1. The District will deduct dues, fees, and any other assessments or authorized deductions to the union in accordance with the payroll-deduction authorizations signed by members and provided to the Association. The Association will provide the District with a list identifying the employees who have signed such authorizations and the authorized deduction amounts. The District shall rely on the list to make the authorized deductions and to remit payment to the Association.
2. 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. Annual dues may not be revoked by an employee unless the Association is notified prior to September 30th of each year.
3. 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 provision 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.

H. G. Non-Jeopardy

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

I. H. Association ~~Leave~~ Release Time

The Association shall be ~~allocated~~ **entitled** to 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.

The release time provided herein shall be in addition to time used by designated representatives under section K below.

J. I. 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. J. 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.~~ **The BEA President shall appoint bargaining unit members to any District Task Force or Committee that is to have bargaining unit representation.**

K. Association Representation

The Association may designate any members of the bargaining unit to be representatives of the Association. The Association may also designate staff of their state and national affiliates as representatives of the Association.

The District shall grant designated bargaining unit representatives reasonable paid time to perform union duties during regular scheduled work hours without loss in pay, benefits, leave accrual, or seniority.

Duties of a designated representative include: investigate and process grievances; investigate and process workplace complaints; attend investigation and discipline meetings; prepare for and participate in administrative hearings, arbitration proceedings, and ERB hearings; participate in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; conduct one-on-one interviews with bargaining members; and perform any other duties as agreed upon by the union and employer.

ARTICLE 4 GRIEVANCE PROCEDURE

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~~ **individual member of** the bargaining unit ~~or class of employees affected by the grievance may have it adjusted (including the dismissal thereof) without the intervention of the Association if:~~ **may file a grievance without the assistance of the Association and have it adjusted provided:**

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

~~As an exception to the above, t~~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. ~~Weekends or vacation days~~ **breaks (such as Thanksgiving Break, Winter Break, Spring Break) or and holidays** 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~~ **business** 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~~ **business** 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. 6. Fees and expenses for the arbitrator, if appointed, shall be borne equally by the Association and the District.
- ~~8.7. Any grievance not under the jurisdiction of an immediate supervisor shall~~ **Grievances 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,~~ **of the immediate supervisor** the procedure shall commence at Level II. ~~following the informal conference.~~
- 9.8. 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.
- ~~10.9~~ 9. 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~~ **assignment or transfer considerations**, 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

Within twenty days of the occurrence of a grievance or twenty days of knowledge of the facts that are the basis of a grievance, the grievant shall give notice to the principal, immediate supervisor or appropriate higher-level administrator that a grievance exists. The principal or immediate supervisor shall schedule an informal conference to discuss the grievance to occur within five days of notice from the grievant. 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 4) may also be used to attempt to resolve the grievance. Failing resolution, **the grievant shall reduce the grievance to writing and deliver it to the principal or immediate supervisor at the formal Level I step.**

If the Article 2, Section I process is used then the written grievance shall be delivered to the Superintendent or designee at Level II.

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, b)~~ the results of previous discussions of the grievance, ~~d, c)~~ the grievant's dissatisfaction with the decision rendered at the informal conference, ~~ed)~~ the remedy sought; and furnish it to the principal or supervisor, who shall ~~forward the grievance to the Superintendent~~ have five days to respond in writing.

The grievant shall have five days from receipt of the written response at Level I to advance the grievance to Level II by submitting the written grievance and the written response from the principal 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.

The Board will notify the Association of the time and place of the Board Meeting where the grievance will be heard. The parties will be given equal time on the Agenda to present their case. Additional time shall be provided for each party to respond to questions. The Board shall not communicate with or meet with any administrator or association representative except during the hearing provided herein in its deliberations regarding the grievance.

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~~ **within five business days after the hearing**. 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 or **inequitable** 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~~ **ten** 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~~ **ten** 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 and the Board may~~ jointly 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 **presented at the hearing**, such decision shall be final and binding on the grievant, all personnel of the District and the parties of this Agreement.

ARTICLE 6

COMPLAINTS CONCERNING EMPLOYEE PERFORMANCE

- C. **The Employee shall be notified if** ~~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 **and the employees shall have the right to review the record and attach a rebuttal to any claims.**

ARTICLE 8 EMPLOYEE RIGHTS AND RESPONSIBILITIES

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.

The District will monitor any online platforms hosted by the District for adverse criticism of identifiable bargaining unit members. When such criticism is discovered, the District shall immediately remove criticism and direct the posting party to the appropriate channels for such criticism.

The District shall not act upon any adverse criticism or claim that has not been received through proper channels and that the employee has not been made aware of and given the opportunity to address.

The District shall not act upon any anonymous criticisms.

- D. In cases where the District receives a request for information which concerns or involves a member(s) of the bargaining unit, those so affected and the Association shall be notified prior to providing such information. The notification shall include the name of the person or entity making the request and the specific information requested.

If the request includes information contained in an employee's personnel file, and the district is legally obligated to provide such information, the employee shall be provided a copy of the information to be provided at least five days in advance of providing the information to the requesting party.

- E. The District shall notify affected employees of any threatening communications received by the District within twenty four (24) hours of receipt. Any threatening materials shall be produced for the employee at the time of notification. The District will take necessary steps to ensure the safety of any employee and students that may be at risk based on the threatening communication.
- F. Any employee receiving threatening communications should immediately report such to their immediate supervisor who shall notify the appropriate District official so that appropriate action can be taken to ensure the safety of employees and students.

D G. 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.

- a. Educators shall have autonomy as it relates to pedagogy, professional development, classroom environment, curriculum, and assessment.
- b. Educators shall be free to determine the method and materials to be used for instruction within the confines of the Oregon state standards and Beaverton School District learning targets. Educators will be allowed to make decisions regarding sequence and timing of lessons based on their professional judgment and assessment of the class.

~~H~~K. 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.~~

ARTICLE 9 SAFE LEARNING ENVIRONMENT

H. Equitable Practices Committee

The Association and the District will create and maintain an Equitable Practices Committee.

1. The Committee will be comprised of no more than 11 individuals, 1 School Board member, 5 appointed by the District and 5 appointed by the Association. Of each parties' (District and Association) appointees, two shall be parents/guardians of students currently attending BSD.
2. The Committee, supported by the District and the Association shall work to develop:
 - a. A district-wide working definition of restorative practices inclusive of multiple perspectives from racial equity, gender inclusion, social climate and cultural relevance.
 - b. Create a long-term sustainable Plan for the implementation and use of a full continuum of restorative practices.
 - c. Seek ways to align and incorporate the use of restorative practices and other tools and techniques that together can effectively improve the relationships between students and adults and thusly improve the teaching and learning environment.
3. The Committee supported by the District and the Association shall review District policies and practices to identify those that interfere with or are in conflict with the goal of creating an inclusive learning environment. Upon identification of such policy or procedure the committee shall propose changes to correct the identified problem. The Committee may also recommend new policy that will enhance the District's ability to achieve an inclusive learning environment.
4. Committee will present draft policy language to the parties no later than _____.
5. The Equitable Practices Committee will be funded at a level sufficient for the Committee to fulfill the charges as assigned above. Additional funding will be provided for tasks deemed appropriate by the committee to fulfill its charges. (Fees for consultants, travel to observe Restorative Practice in operation etc.) Bargaining unit members and parents serving on the committee shall receive a stipend consistent with the established pay parameters.

ARTICLE 10 PROFESSIONAL WORKING CONDITIONS

A. Work Day

1. The District and the Association recognize that education involves professional obligations.
2. **Unless specifically provided for elsewhere in this Agreement** ~~The the normal~~ work day for employees shall **not exceed** 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. ;~~ **and shall not be directed by an administrator or otherwise infringed upon except as expressly provided for in this provision.** Employees shall ~~normally~~ receive no 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~~ **no less than** 675 minutes per week. **No less than** 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~~ **no less than** 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~~ **no less than** 625 minutes per week, **no less than** 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~~ **no less than** 400 minutes per week and no less than 200 minutes per week for case management responsibilities.
5. Middle School and High School members shall receive ~~an average of~~ **no less than** 600 minutes per week; **no less than** 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 **no less than** as provided to classroom teachers at their grade level under Section 10-B. In addition, they shall receive **no less than** 200 minutes per week for case management responsibilities in blocks of no less than 30 minutes.
8. ~~Self-Contained Special Education teachers~~ **Employees** shall not have to be within sight and sound of their students during their plan and lunch times.
9. **English language development teachers, speech language pathologists, and psychologists shall be asked to participate in planning their schedules and shall receive plan time no less than as provided to classroom teachers at their grade level under Section 10-B. No less than 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.**
10. **Plan time will be prorated for instructional weeks that are less than five days in length.**
9. ~~11.~~ **11.** 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 workday.
- ~~10.~~ **12.** 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.~~ **13.** Employees shall not be required to attend more than two ~~hours of~~ **thirty-minute staff meetings** per month. BEA and BSD agree two ~~hours~~ **staff meetings per month** 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.~~ **14.** Employees shall not be required to attend more than a ~~yearly average of 2~~ **1 hours hour** 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.

15. Any IEP meeting, evaluation planning meeting, eligibility meeting, or 504, meeting scheduled beyond 2 hours per month during employee planning time shall result in the employees present at the meeting being paid at their hourly rate for the time required.
16. Secondary teachers shall not be required to teach more than 2 class preparations per grading period.

D. 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.~~

a. It is understood and agreed that the number of students served by an educator greatly affects the amount of work required by educators and that small class sizes and caseloads improve the ability of educators to provide individualized attention to students.

b. To maximize the opportunity for educators and students to be successful the following shall apply:

The Student Ratio Committee shall develop long range plans as well as goals and objectives for equitable staffing allocations to provide increased supports for students, including but not limited to students with disabilities, emerging bilingual students, and students navigating poverty. The committee will develop a weighting formula that will be used to determine staffing allocations. This committee will determine funding priorities and staffing ratios for class size and caseload, taking the weighted formula into account. This information will be shared with the Superintendent by January 30th of each year for implementation.

The jointly appointed District Committee with a minimum of 12 members, and a maximum of 25, co-chaired by the Association President or designee and Superintendent or designee, shall meet regularly to review class size and caseloads. Half of the members shall be appointed by the Association President and half by the Superintendent.

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 **and to assist the District committee ingathering data**

- a. ~~A~~ **The** 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~~ **The** 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

5. Middle school educators shall not be required to teach more than four (4) instructional courses per day.
6. The number of instructional periods taught by each bargaining unit member at secondary schools shall not be increased over the life of this contract.

E. Curriculum / Workload Management

9. The District shall provide professional educators with student-facing materials in the language of instruction for all subjects that educators are required to teach students. Whenever possible, the District shall provide teacher guides in the language of instruction.

District-generated family communication shall be provided in predominantly spoken languages.

ARTICLE 11

WORK YEAR

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 (Article 15.A and B herein) with the exception of those who are on ~~long-term leave~~ **extended leave, which shall be defined as leave taken that results in a long-term substitute being hired to cover the absence.**
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.
3. **Employees shall not be required to work remotely due to closures that result from inclement weather or other short term emergency closure.**

ARTICLE 12 VACANCIES AND TRANSFERS

Definitions:

1. Assignment: A bargaining unit position identified by worksite, grade level, subject, or specialist position, and FTE.
2. Vacancy: an unoccupied bargaining unit assignment that is to be filled.
3. Voluntary Transfer: A change in assignment which is employee-initiated (voluntary).
4. Involuntary Transfer: A transfer initiated by the District because of drop in enrollment, or as the result of school or District reorganization.

A. Vacancy and Posting

1. Starting the third Monday in April and continuing every week until August 1, a week before the start of pre-service week, the district shall prepare a list of all known vacancies for any bargaining unit position which exist on that date due to employee resignation, retirement, or an approved leave of absence, or new position to be filled. The list shall include the assignment, as defined above, as well as any special qualification is might be required for the position. ~~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 returning from leave, or an employee being reassigned due to enrollment decline, it will be posted.~~ The list will be emailed to all BSD staff and posted on the District intranet on a weekly basis.
2. An employee may apply for transfer to any or all categories of transfers set forth in Section B and C of this article, vacancy that appears on the list from A-1. provided the employee meets the requirements for each type of transfer.
3. Only contract and probationary employees are eligible to be for transferred transfer. ~~between buildings.~~ Temporary employees may apply and be interviewed for openings vacancies and will be considered internal applicants if no contract or probationary employees have applied. provided the principal interviews at least two other employees who are contract and/or probationary.

B. Specific Voluntary 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.
2. To be considered, applications for a specific vacancy must be received by the Human Resource Department no later than the 2nd 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 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 Resources Department will send a copy of the application to the building principal.
3. An An employee with appropriate skills and certification who files a timely application for such specific transfer will be given priority consideration over other equally skilled and certified applicants from outside the District. However, the principal must interview at least two (2) employees who have requested a specific transfer to that position unless fewer have applied. Priority consideration shall result in an internal applicant being offered the vacant position unless there are no qualified internal applicants. In cases where internal applicants are equally qualified the applicant with greater seniority shall be offered the transfer.
4. When the Human Resources Department makes an offer of a specific position, the employee will be notified in writing. Any such offer made to an employee must be accepted or rejected within three workdays following 24 hours acknowledged notification by the District the employee must notify the Human Resource Department of the acceptance of the new position. Any such offer made by the Human Resource Department will be confirmed in writing.

C. Administrative Involuntary Transfers

- ~~1. Employees may request administrative transfer through their administrator or the administrator for Licensed Personnel.~~
1. 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 involuntary transfers are initiated. The individual with the most seniority in the district who volunteers and who holds the necessary skills and certification shall be granted the identified change in assignment. If there are no volunteers or no volunteer meets the identified criteria, then the involuntary transfer process may be initiated.
2. If an individual transfer is initiated by the administration, an employee is to be involuntarily transferred a conference with the initiating principal will be arranged if

requested by the employee to discuss the reasons for the transfer. If requested, the reason 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.

3. Administration will look at recency when involuntarily transferring specific members to specific positions. In an effort to avoid transferring employees into positions for which they may be licensed but have no recent experience the Human Resource Department will use seven (7) years as the guideline for determining recency. This guide will apply only when transferring employees who are not being considered for layoff, into endorsement areas in which they have not taught within the last seven (7) years. Exceptions may be made for employees who have documented their willingness to transfer.
4. An employee shall be notified of a ~~transfer between schools~~ **change of assignment** 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 change in student enrollment.~~
5. When employees are transferred **to a new assignment** ~~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. **Such a plan shall not infringe upon the employee's plan time and shall include at least five (5) days of paid release time to implement the plan.**
6. No employee shall be involuntarily transferred more than once in five (5) years unless the involuntary transfer is the result of an unavoidable situation such as a school closure.
7. Employees that have been involuntarily transferred shall have the right to return to the assignment from which they were transferred if the assignment becomes available within the next five (5) years after their transfer.
8. Educators who are the holders of TEACH grants shall not be involuntarily transferred to an assignment that will prevent them from completing the requirement for loan forgiveness under the grant.

F. Assistance

1. Employees who ~~transfer~~ **have a change in assignment** shall be allowed **two (2) days** released time or extended contract for ~~moving~~ **transitioning to a** the 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. **If moving to a new classroom or workspace,** ~~The~~ the District shall transport the employee's books, materials and other personal belongings related to the assignment.

ARTICLE 15 PAID LEAVES OF ABSENCE

A. Sick Leave

3. Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. **New employees to the District may transfer up to 75 days of unused sick leave from another Oregon school district.** 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

7. Sick Leave Bank

- a. **The Association and the District agree to establish and maintain a sick leave bank to be utilized by those bargaining unit members that have exhausted all paid leave available to them and who cannot work due to necessity by extended or recurring illness. The sick leave bank shall operate as follows:**
 1. **During the first month of each school year the Associations shall solicit donation to the sick leave bank. Unit members may voluntarily donate 24 hours of their sick leave accumulation in excess of 120 hours. Additional solicitations may occur during the school year if donated hours drop below 5000 hours.**
 2. **Once the bank reaches 8000 hours of donations, no more donations will be accepted.**
 3. **No later than October 15th the association shall deliver to the District an accounting of donated sick leave days along with copies of the forms signed by each donating member. Said accounting and documentation shall serve to certify that the donations have been made voluntarily and that each donor understands the conditions for donating and the terms of their use. If the Sick Leave Bank becomes depleted, the Association may solicit and certify additional donations and deliver documentation a month after donations close**
 4. **Sick Leave Bank days will be available to bargaining unit members upon recommendation of the Association Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the unit member's accumulated sick leave, Extended Sick Leave if eligible, and Personal Time Off.**

5. Application for use of the Bank shall be submitted to the Association Sick Leave Bank Committee for their recommendations. The Committee shall review the request and determine the eligibility of the unit member. A statement from the attending physician verifying the members illness shall be attached to the application. Grants will be made for a minimum of 5 days and a maximum of 45days. If the unit member needs more than 45 days a new application and verification of illness will be necessary.
6. The Association Sick leave bank committee will notify the District of its decision to award sick days from the Bank with a notice of the number of days approved.
7. Bargaining unit members compensated for work related injury or illness are not eligible to draw on the Sick Leave Bank. Bargaining Unit members drawing PERS disability benefits will not be eligible to receive a grant from the Sick Leave Bank. However, a member could be eligible to receive a grant while waiting for PERS to take effect.
8. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
9. Bank grants to unit members will not be carried over from one contract year to another. If a bargaining unit member does not use all of the sick leave days granted by the Bank, the unused sick leave days will be returned to the Bank.
10. Sick Leave contributions by unit members may be made only to the Bank and not to individuals.

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 **unless the use is for observance of a religious holiday that falls on such non-use dates.**
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.

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~~ **siblings**, 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.

ARTICLE 17

TUITION REIMBURSEMENT

E. Reimbursement for Cost of Critical Training

The District and the Association agree that there is an increased emphasis by the District in the areas of multicultural education, inclusion, and diversity. To this end, the District shall support those employees that seek further training in order to support the District's efforts.

1. The District will reimburse educators for the cost of becoming proficient in non-English languages that are significantly represented in the student population.
 - a. In order to receive reimbursement, the educator will be enrolled in a course of study offered by a College or University or other pre-approved course.
 - b. The language being studied is included on a list provided by the District as a language spoken by a significant portion of the student population within the District.

ARTICLE 18 COMPENSATION

B. Basic Salaries

~~4. Withholding of Salary Increment for Permanent Employees~~

~~Under the following conditions the District may withhold a salary increment (as defined in Section 3 above) which the permanent employee would have been eligible to receive:~~

- ~~a. The employee must have been placed on a program of assistance for improvement through the District's licensed evaluation process prior to the beginning of the school year in which the employee would have been eligible to receive the increment. The employee and the Association shall be notified by June 1 of the District's intent to deny the employee a salary increment for the ensuing year.~~
- ~~b. The District may not withhold such increment for a period of time exceeding two (2) consecutive school years. If at the end of a maximum of two (2) years of increment withholding the employee has not been terminated, the employee shall resume normal eligibility for increment movement on the salary schedule (but not recover increments lost during the preceding years).~~

G. Extended Work for Specialists

~~When there is a demonstrated need for additional workdays to complete assigned work for specialists in these categories, the specialist or supervisor may request:~~

Specialists shall receive extended contract days as follows in recognition of work that is part of their regular assignment that requires additional time to complete. Employees may elect to take these days either as paperwork days with substitute teacher coverage, or as extended contract payment:

- Psychologists: ~~up to 10~~ **12** days
- Counselors: ~~up to 10~~ **12** days.
- Special education teachers, and nurses and SLPs: ~~up to 5~~ **8** days
- ELL teachers: ~~Up to 5~~ **6** days
- ~~Media specialists~~ **Library Information Technology Teachers (LITTs): Up to 5 6** days

~~The specialist and/or supervisor will present a written statement of additional work needed to be accomplished. If such work needs to be accomplished during summer break, the statement shall be presented by May 15. The supervisor (with consultation and agreement with the cost center administrator) will either authorize extra days (which may be in the form of an extended contract or substitute days) or provide direction as to how the work shall be adjusted so that it can be completed within the regular work day/year. The supervisor shall complete a form if approval is indicated.~~

~~Extended contracts will be paid out of the authorized cost center budget at the per diem rate of the specialist involved, and shall be subject to mutual agreement of the specialist and the supervisor.~~

During a specialist's paperwork day at a school site, an appropriate location will be made available so the staff member can work independently of other responsibilities.

ARTICLE 20

EXTENDED RESPONSIBILITIES

~~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.~~
Upon request, newly hired educators of color shall be provided with a peer support mentor for up to three years. Peer support mentors shall be volunteers and shall be compensated in accordance with Appendix C-3 of this Agreement. Any educator of color hired in the three years prior to the effective date of this agreement shall also be eligible for peer support under this provision. The District shall train peer support mentors to ensure that the support given to newly hired educators is uniformly offered and appropriately delivered. Mentors will be assigned by the Association and will maintain confidentiality within the mentor-mentee relationship.

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~~ a Safe Learning Environment

Use this section to articulate the importance of creating a school climate that supports safety and engagement in learning. This section should also articulate the school's commitment to a full continuum of Restorative Practices, and the philosophy that guides the creation of school and classroom community, behavioral expectations. ~~the process through which students, families and staff will be made aware of those expectations.~~

Behavioral Expectations

This section will articulate the general framework of behavioral expectations and how they will be taught to staff, students and families. 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

This section should include an explanation of how staff will be supported in building community, establishing relationships, and with restorative conferencing. This section identifies the classification of behavior by level and who is responsible for addressing challenging 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 **reflect on the process and effectiveness of this plan and** provide suggested revisions by June 1 of ~~the previous~~ **each** school year. During the August pre-service week, staff will have the opportunity to review and discuss the schoolwide behavior plan.