

BEAVERTON EDUCATION ASSOCIATION'S COUNTER PROPOSAL

June 10, 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.

BEA proposed **new language is in red**, proposed deletions **highlighted in light red**.

BSD proposed **new language is in blue**, proposed deletions **highlighted in light blue**.

Mutually proposed/agreed upon **new language are in green**, and mutually proposed agreed upon deletions **highlighted in light green**.

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.~~

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~~ ~~2023-2024~~ ~~2022-2023~~ school year. The parties will meet prior to December 1, ~~2020~~ ~~2023~~ ~~2022~~ 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~~ ~~July 1, 2021~~ ~~July 1, 2021~~ and shall continue in effect through the ~~30th day of June 2021~~ ~~2024~~ ~~30th day of June 2023~~.

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 **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.

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 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 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 I) 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 shall 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 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

- 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. **The Employee shall be notified 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

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.

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.

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, **except that the following material may be included in the employee's personnel file routinely without notice to the employee: (District to provide list of routine documents subject to Association agreement).**
- 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.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. 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.~~

H.L. 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.

H.M. 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.

****The Association's intent is to reject proposed changes to both Article 9A and Article 9B and our counterproposal is current contract language as follows:*

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 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

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 if requested by either the member or the administrator. If the member completes a written behavioral referral to the administrator/designee, the member will receive written 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, 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.

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~~ ~~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.~~ 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.

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.~~

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

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.~~

****The Association rejects the proposed deletions in Article 10.D.3 and Article 10.D.4 and counters current contract language.*

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

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.
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

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.~~

****The Association rejects the proposed deletion of Article 11.A.7 and counters current contract 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 (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. Vacancies 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.~~ Continuity of evaluation will be a factor in considering transfer applications by probationary employees.
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. Any 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.
2. 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.
3. 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.

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~~ 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.~~
 - ~~2. If notified of the transfer by August 14, then one day of time for relocation.~~
 - ~~3. 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

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. **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.

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 ex- perience) 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.

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.
4. **Employees who notify the District by ~~December~~ March 1st 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 included in their final paycheck. The District shall pay the employee ~~\$125~~ an amount equal to the last step of the salary schedule's daily rate 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~~ **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.
- 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;
 - e. 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.

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.

- E. 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

(See Appendix A)

A. Salary Placement for Employees New to the District

1. New employees (including rehired retirees) shall be placed on the salary schedule based on one step for each year of teaching experience completed to a maximum of eighteen (18) years. For example, a teacher entering the sixth (6) year of teaching shall be placed on Step six (6).
2. A new employee shall be given credit for one year of public elementary or secondary school licensed experience in an accredited institution if the employee worked half time or more for 135 of the days in that school year.
3. Experience, other than public elementary or secondary school licensed experience, may be counted if, in the judgment of the administration, it is directly related to the assignment of the employee.
4. Vocational and/or non-teaching professional experience will be counted at a 3:1 ratio when the employee worked half-time or more for 135 days of the year if, in the judgment of the administration, such experience is directly related to the Career and Technical Education (CTE) assignment of the employee.
5. As a part of the work year, teachers new to the profession hired on Step 1 may be required to work five additional days prior to the school year. New to the District teachers hired on steps 2-4 may be required to work two additional days prior to the school year.

B. Basic Salaries

1. Schedules -- See Appendix A

The basic salaries for the normal 193-day work year for year 2019-2020 and 2020-2021 shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.

2. Pro-ration of Salary

Employees who are employed for more or less days than specified in Article 11 shall have their salaries pro-rated. Any adjustment in the length of the work year as defined in Article 11 will result in the corresponding pro-rated adjustment in yearly salary (excluding snow days).

3. Step Increment Eligibility

- a. Calculation - Annual salaries shall be calculated based upon each employee being advanced one step each year of the contract.

- b. Advancement - The following categories of employees, under contract, shall be advanced the agreed upon step increment on the appropriate salary column (until the stated maximum has been reached except as provided elsewhere in this Agreement):
- 1) Those who are employed full time for 135 days or more during the regular work year.
 - 2) Those who are employed half time or more but less than full time provided such employment is for at least 135 days during the regular work year.
 - 3) Where an employee is employed during a given school year on a schedule involving some full time employment and some half time or more employment, and where such service during the school year is interrupted by an approved leave of absence, eligibility for a step increment the following school year shall be met where the days worked with the District in that school year are 135 days or more.
 - 4) Service in the District equals 135 regular work year days. Such movement on the salary column shall be effective the next school year following such attainment.
 - 5) A temporary employee who previously taught as a long term substitute in the same assignment at the same school during the same school year may count his/her long term substituting time in that assignment toward acquiring the required 135 days.

c. Grandfathered Employees

Beginning December 17, 1994, employees who were already at Level A of the salary schedule at the start of the 1994-95 contract year, shall receive an additional six percent (6%) increase above the top step of

~~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).~~

5. Master's Degree Change Deadline

- a. The District shall place on the proper column, retroactively to the first working day of the school year, any employees who have completed a Master's Degree prior to September 1. The employee must submit appropriate proof of completed degree to the Human Resource Department by October 1 to be eligible for movement, or contact the Human Resource Department to explain the nature of the delay.
- b. A second window will be open each year for employees who have completed a Master's Degree prior to February 1. The employee must submit proof of the completed degree to the Human Resource Department by March 1 to be eligible for salary schedule movement retroactive to February 1.

6. Salary Schedule Misplacement

- a. Correction of errors or omissions made by the District resulting in misplacement on the salary schedule to the disadvantage of an employee shall be fully retroactive.
- b. Errors or omissions made by an employee which result in misplacement on the salary schedule to the disadvantage of the employee shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resource Department.
- c. Errors or omissions made by the District which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the employee so as not to cause undue hardship on the employee.
- d. Errors or omissions made by an employee which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resource Department. The pay back schedule shall be settled by negotiations with the employee so as not to cause undue hardship on the employee.
- e. Any employee whose paycheck is less than normal due to an error or omission by the District shall receive an advance in the amount of the proper adjustment within two (2) working days of a written request by the employee on the form provided by the District.

C. Extended Work

In order to maintain instructional continuity and quality throughout the student school year, and to reduce the inconvenience of arranging for large numbers of substitute teachers, the parties agree to the following modifications in curriculum and related work.

District or school-related work which normally could have been scheduled during student instructional days will be scheduled at other times whenever possible.

Voluntary District or school-related work (curriculum work, team planning, scheduling and similar projects) will be paid at not less than the current substitute rate (BA + experience). Such days shall be based on a six-hour work day.

Required work shall continue to be paid at the prorated per diem rate in accordance with Article 18-B-2.

The pay parameters for extended work are detailed in the “Pay Parameters” document found on the District’s Intranet.

D. Outdoor School

In addition to their regular compensation, employees working at Outdoor School shall be paid a stipend equal to one-half percent (.5%) of the maximum bachelor’s salary rate for each session of Outdoor School attended during the school year. The stipend shall be prorated for time less than the scheduled session. If this funding is reduced or eliminated or if stipend costs exceed the funding, the District and Association shall meet to discuss options.

E. Mileage Allowance

1. The District shall reimburse any employee for all reasonable miles driven on behalf of the District required either as part of regularly assigned duties or any special assignment.
 - a. Travel to and from classes at a college or university will be excluded unless the employee receives prior written approval.
 - b. Occasional travel to a District meeting or in-service will be excluded unless the meeting or in- service class meets more than three (3) times in any fiscal year.
 - c. Travel to and from a District work site and an employee’s own residence will be excluded.
2. The employee shall submit a request for reimbursement on the District’s form to the employee’s immediate supervisor who shall review the request to verify the travel and shall forward the request to the Business Office. Verification means the miles driven were necessary and the employee completed the travel. Reimbursement shall be made by the Business Office within fourteen (14) working days after the voucher has been received.
3. Mileage shall be reimbursed based on the District’s mileage chart or, if not listed, at the actual miles driven. The employee shall receive the IRS allowed rate.

F. Elementary Activities

Elementary employees, with prior approval of the building principal, may conduct activities for students in addition to the regular school program.

1. Activity stipends shall be mutually agreeable between principal and employee with the concurrence of the Association.
2. Examples of activities include intramurals, choir, and clubs.
3. The parties shall form a joint committee to study and make recommendations if elementary activities are included in Appendix C-2 Classification for Activity Extended Responsibility Assignments.

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.

H. Miscellaneous

1. Payroll Deductions

The District agrees to payroll deductions for the following:

- a. Disability Income plans currently in effect
 - b. District approved Tax Sheltered Annuities
 - c. District approved Custodial Accounts
2. Payroll will be distributed by direct deposit.
 3. Substituting for Colleagues - When there is a shortage of substitutes the administration may request that a teacher cover additional classes or supervisory duties within the workday. Teachers who consent to such coverage will be compensated at the hourly long-term substitute rate (based on 1/2 hour increments) for the time worked. Teachers are responsible for submitting the appropriate reimbursement forms by the last student day of the school year.

I. Professional Enhancement (Contingent upon reallocation of funding)

The purpose of the Professional Enhancement Program is to improve instruction of students, to attract, retain, and motivate outstanding employees, to permit and provide additional compensation for employees.

1. The BEA and the District both agree that Staff Development programs that are professionally enhancing for staff members, essential to the implementation of District programs and meeting the needs of students, must be a continued commitment.
2. The BEA and the District will appoint a joint task force to redesign PEP to reflect the implementation of staff development needs of staff and reflects the goals and priorities of the District.
3. The District agrees to budget \$160,000 each year to fund staff development under Appendix E.

J. Continuing Professional Development

Teachers are required by TSPC to have either an Individual Professional Growth Plan or follow the District CPD plan, which meets TSPC guidelines. Teachers are required to document their own continuing professional development units for license renewal. One (1) clock hour equals one (1) unit (PDU); one (1) quarter hour university credit equals 20 PDUs; one (1) semester hour equals 30 PDUs. For the purpose of record keeping, forms are available on the BSD website.

K. Nurses Who Earn 60 Credit Hours

Nurses who earn 60 credit hours beyond their Bachelor's degree, which are relevant to their field and approved by the Human Resource Department, shall be moved to the Masters schedule

L. IEP Meetings Outside the Work Day

If the District facilitator schedules an IEP/IDEA meeting outside of the regular workday without the consent of the case manager, the members shall be paid at their per diem rate.

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. 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.

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.

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.