

## BEAVERTON EDUCATION ASSOCIATION'S COUNTER PROPOSAL

October 14, 2021

In general:

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 is in green**, and mutually proposed agreed upon deletions **highlighted in light green**.

Items **highlighted in yellow** are questions or comments or have a question attached to them.

For proposals from BEA (like this one!):

Language in blue ~~that is crossed out~~ is BSD proposed language that has not been accepted by BEA.

**Language highlighted in light blue** but not crossed out in this counter is language that has been deleted in the BSD proposal but reinstated in the BEA proposal.

## 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 ~~Student Conduct Procedures~~

1. 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 ~~rises to the level of~~ 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

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

#### C. Student Conduct Plan

3. Each school shall develop and distribute to all members a plan for how discipline problems ~~student conduct~~ will be ~~handled~~ supported, which includes who is in charge when administrators are unavailable. ~~Student conduct plans shall encompass provisions for restorative practices, classroom behavior supports for teachers, and the procedure for student removal from class if necessary.~~ 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. ~~B.~~ Juvenile Information

1. ~~When notified by law enforcement or juvenile authorities, t~~ The District will ~~provide~~ seek to obtain from juvenile authorities available information concerning adjudicated students

enrolled in District schools and information about the nature of their offense. School officials will set up procedures so this information will be available, in accordance with the law, to members who have “a need to know” as a result of an assignment to teach or supervise the student.

E. ~~C.~~ 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. ~~D.~~ 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. ~~E.~~ 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. ~~F.~~ Equitable Policies Taskforce

The Association shall be allowed two (2) seats on the District’s Equitable Policies Taskforce. Those members shall be selected and appointed by the Association.

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

### B. Plan Time

Plan time is time during the regular workday used for individual professional responsibilities. Plan time includes individual, team plan time and meetings, and shall not be directed by an administrator or otherwise infringed upon except as expressly provided for in this provision. Employees shall normally receive not less than the following minimums for each five-day week:

1. All elementary members of the bargaining unit except those included in B-2 through B-4 below shall receive an average of 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.
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 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 student supervision responsibilities **or be required** 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.~~ This is the same proposal as B.17

10. Plan time will be prorated for instructional weeks that are less than five days in length.
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 work day.
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.

BEA will agree to maintain current contract language at Article 10 B.14 if the association agrees to Association proposal at Article 10 B.13.

13. Employees shall not be required to attend more than two one hours of staff meetings per month in no more than two separate meetings. BEA and BSD agree two-one hours of 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.
14. Employees shall not be required to attend more than a yearly average of 2 1 hour hours per month of collaboratively established building committee meetings. Recommended practice is to use time for committee meetings conservatively in acknowledgement of the many other demands on staff time. Committees will be established and agreed upon at the beginning of year. Staff shall choose which committee(s) they will participate in.
15. Any IEP meeting, evaluation planning meeting, eligibility meeting, or 504, meeting scheduled beyond 2.5 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 3 class preparations per grading period.
17. 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. This is the same proposal as B.9

## 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 30<sup>th</sup> 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.

1. 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 in gathering data.

- 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. 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.

- 5. Middle school educators shall not be required to teach more than five (5) 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 at the elementary level with District-required student-facing materials in the language of instruction for all subjects that educators are required to teach students. When available, 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.~~

#### **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 an approved leave of more than ten (10) consecutive work days.
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.