

## BEAVERTON EDUCATION ASSOCIATION'S COUNTER PROPOSAL

October 26, 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 13 LAYOFF AND RECALL**

### **A. Layoff Procedures**

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

1. Employees may be laid off when bargaining unit positions are eliminated as a result of any of the following:
  - a. A reduction in available funds.
  - b. A reduction in pupil enrollment.
  - c. Program elimination or changes in program content.
  - d. Natural disasters or other conditions beyond the control of the District.

#### **2. License/Endorsement/Levels**

- a. Employees shall have their license/endorsement(s)/levels on file with the District at the time of notification of layoff in order to be considered.
- b. At the time of the notification of layoff, an employee with an alternative type of license who is working on a TSPC required program to meet statutory or regulatory requirements with a specific date of completion will be permitted to finish the program and considered to have a valid license.

The District shall make every reasonable effort to combine positions for employees with the proper license/endorsement/level in order to minimize the number of layoffs. The District will not mis-assign an employee if the effect is to create a layoff that otherwise would not be necessary or would fail to recall a qualified employee.

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

- a. Elementary classroom teachers will be grouped District wide.
- b. Specialists (any teacher who holds a license/endorsement/level other than a license/endorsement/level restricting the employee to the normal classroom including P.E., media music, art, special education, ESL, and reading) will be grouped by current teaching assignment. Those specialists who hold valid license/endorsement/levels to teach in a regular classroom shall also be included in that classroom grouping.

- c. Specialists who are licensed pre-primary through grade 12 will be grouped in major categories (P.E., media, music, art, special education, ESL, and reading). Employees within each category will be maintained at their current assignment and level (elementary, middle or high school) if possible and as allowed by TSPC rules. However, if through reassignment resulting from layoff, it is necessary to transfer such employee to a substantially different assignment or level and in which the employee has no experience, but is appropriately licensed, then the employee may refuse the assignment and retain the right to be recalled to the next available position.
  - d. Secondary teachers whose license/endorsement/level carries a subject area endorsement will be grouped District wide by area of endorsement. Teachers who are teaching in middle schools who hold an elementary endorsement or a multiple subject's endorsement shall be considered to hold a subject area endorsement in the area of the majority of their current assignment. (Teachers who teach grades 10-12 must complete a standard license upon the expiration of their second basic license issued after January 1, 1977.) Teachers licensed since 1999 shall have a middle school or elementary level designation in order to be considered for middle school assignments and a high school level designation to be considered for high school assignments.
  - e. Nurses, SLPs and social workers shall be grouped by current assignment. An employee who is currently a nurse or social worker but who has worked in the District in another capacity such as classroom teacher shall also be included in that group.
4. Reductions within each license group described in Section A-3 shall be made on the following basis:
- a. First: Temporary employees within the license/endorsement/level.
  - b. Second: If further reductions in force are made within that license/endorsement/level, probationary employees shall be reduced next.
  - c. Third: If further reductions in force are made within that license group, the reduction shall be made from among the contract employees remaining in that license/endorsement/level group.
5. The retention of contract and probationary employees shall be reasonably determined by the District on the basis of license/endorsement/level, seniority, ~~competency, including cultural or linguistic expertise~~ and merit. ~~Competency and merit shall be defined as set forth in ORS 342.934(1).~~

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

B. Recall Procedure

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the license/endorsement/level group from which they were laid off.
2. Laid-off employees who file with the District an additional endorsement(s) or level(s) will be placed on the recall list for the new endorsement/level; however, seniority for that endorsement/level will be based on the date the added endorsement/level is received by the District. Once recalled by the District to any position, seniority for all endorsements/level(s) shall be determined as outlined in Article 13-A-5-b.
3. Recall shall be by invoice order of layoff, i.e.:
  - a. Contract employees in a license/endorsement/level group shall be recalled first.
  - b. Probationary employees in a license/endorsement/level group shall be recalled after the list of contract employees in that license/endorsement/level group has been exhausted.
4. Full-time employees on layoff may reject part-time employment and retain their recall rights.
5. Probationary employees shall not acquire service toward contract status while on layoff.
6. Temporary employees in a license/endorsement/level group may be recalled to temporary positions after the list of contract employees and probationary employees in that certification group has been exhausted. Temporary employees' recall rights apply only to openings in temporary positions within their license/endorsement/level group which occur during the same school year in which the layoff occurs.

7. Notice of recall shall be sent via email and regular mail to the last address given to the Human Resource Department by the employee. An employee shall have (5) five calendar days from the date the notice of recall was received to notify the District of the employee's intent to return and must thereafter report on the starting date specified by the District, providing that this shall not be less than 14 calendar days from the date the notice of recall was received, or lose all recall rights. Such failure to notify the District of intent to return or to return to work within these time limits shall be considered a resignation of said employee.
8. If the employee is under contract with another District and is not released earlier, the employee will have up to 60 days to return without losing recall rights.
9. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined in Article 13-B-7 for a period of twenty seven months after the effective date of their layoff unless they:
  - a. Resign. In such event a written resignation shall be sent to the District.
  - b. Fail to return when recalled as described above.

## ARTICLE 15 PAID LEAVES OF ABSENCE

### A. Sick Leave

#### 3. Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. **New employees to the District may transfer up to 75 days of unused sick leave from another Oregon school district.** Sick leave shall accumulate for all employees on the basis of one day's leave for each month worked up to a maximum of 12 days per year. Sick leave shall be credited to each employee on the first day of active employment and shall consist of one day for each month or major portion thereof on active employment remaining in the employee's regular contract year. Employees will be credited with one day of sick leave for each twenty (20) accumulated working days of at least six (6) hours duration on extended contract outside the regular contract year. Such leave shall accumulate without limit during the continuous service of the employee to the District. Employees shall be responsible for notifying the District of any errors in sick leave accumulation

#### 7. Sick Leave Bank

- a. The Association and the District agree to establish and maintain a sick leave bank to be utilized by those bargaining unit members that have exhausted all paid leave available to them and who cannot work due to **necessity by extended or recurring** ~~their own critical~~ illness. The sick leave bank shall operate as follows:
  1. The District will open a solicitation donation window from the first day of contract until October 1st whereby unit members may voluntarily donate **8 16** hours of their earned sick leave to be credited to a sick leave bank.
  2. Sick leave shall be donated in an automated process where staff members may voluntarily donate up to **8 16** hours of earned sick leave to the bank by October 1st of each year. Donations are binding and final. Donated sick leave hours shall be made available for use no earlier than three weeks after the close of the solicitation period. **Unused sick leave from previous donations may be used starting from the first work day of the school year.**
  3. 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 **critical extended or recurring** illness extending beyond the unit member's accumulated sick leave, Extended Sick Leave if eligible, and Personal Time Off.
  4. 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 member's illness shall be attached to the application. Grants will be made for a minimum of 5 days and a maximum of 45 days. ~~No more than one grant from the sick leave bank will be allocated to any one member per fiscal year.~~ **Bargaining unit grants are not to exceed 45 days in one year.**

5. 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.
6. 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.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
8. 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.
9. 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.

#### 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.~~

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

##### 1. Definitions

a. Immediate Family: Spouse, same-sex domestic partner, children, grandchildren, parents, grandparents, ~~brothers, sisters~~ siblings, parents of the spouse or same-sex domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.

## **ARTICLE 17**

### **TUITION REIMBURSEMENT**

#### **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 Language Training**

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

1. The District will reimburse educators for the tuition cost of college-level or other pre-approved courses in non-English languages after exhaustion of the educator’s tuition reimbursement set forth in Section A.1. Such reimbursement shall be limited to six quarter credit hours in a three-year cycle, or the equivalent value.

## **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. ~~In addition to any established mentor program, the District will seek to provide affinity opportunities and other support to newly hired educators of color through the use of a peer support network comprised of District peer support mentors, regional networks, and educators from other districts. This support shall be provided upon request to probationary educators of color. Participation as a District peer support mentor shall be voluntary and shall be compensated at the rate of 2% of the top step of the BA column for each year. District peer support mentors shall be trained to ensure that the support given to newly hired educators of color is uniformly offered and appropriately delivered.~~

H. 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.

**I. 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.