

## **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** school year. The parties will meet prior to December 1, ~~2020~~ **2023** to discuss the process, timelines, and other related concerns.

#### E. Copies of Agreement

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

#### F. Termination of Agreement

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

#### G. Duration and Effect of Agreement

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

#### H. Peaceful Resolution of Differences

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