

## ARTICLE 4: GRIEVANCE PROCEDURES

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 violation or inequity in the application or interpretation of one or more of the terms of this 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. Evaluations and ~~targets~~ goals are not grievable except for violations of procedural requirements and timelines contained in the District's evaluation guidelines and ORS 342.850.
  - d. Grievances alleging only an inequitable application or interpretation of the Agreement without an alleged violation of any term or condition of the Agreement shall be processed in accordance with this article up to Level II but may proceed only as far as Level III and may not be appealed to Level IV. Should the parties fail to resolve the issue, the grievance shall be referred for grievance mediation using the Oregon Employment Relations Board, or a mutually agreed upon alternative provider. The parties agree to split the costs of the agreed upon provider.
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 member of the

## 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. Failure to submit a grievance within ~~twenty (20) days~~ **thirty (30) days** of the events giving rise to the grievance or the grievant's knowledge of such events shall result in the grievance being waived.
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. Fees and expenses for the arbitrator, if appointed, shall be borne equally by the Association and the District.

~~grievance to writing~~ **prepare a formal written grievance on the form contained in Appendix B (Level I(b) Form) and** deliver it to the principal or immediate supervisor. ~~at the formal Level I step.~~

~~b. LEVEL I~~ **LEVEL I(B)** – Written Grievance

~~In the event the problem has not been resolved at the Level I(a) 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 (Level I(b) Form) constituting the complaint and setting forth: a) the article of the Agreement allegedly violated, b), the results of previous discussions of the grievance, c) the grievant's dissatisfaction with the decision rendered at the informal conference, d) the remedy sought; and furnish it to the principal or supervisor, who shall have five (5) days to respond in writing.~~

The grievant shall have five (5) 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 administrator to the Superintendent or designee.

## 2. LEVEL II – Superintendent or Designee

### a. Meeting

Within ten days after receiving the grievance appeal, 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 (5)~~ **ten (10)** 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~~ **Decision**

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.

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 ten (10) 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 ten (10) 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 the Association shall request the Employment Relations Board furnish a list of seven arbitrators, and the selection of the arbitrator shall be by alternately striking names from the list, with the remaining individual to serve as arbitrator.

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 thirty (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.

## **ARTICLE 6: COMPLAINTS PROCEDURE 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 ~~s~~Student complaints are not subject to the limitations contained in this Article.

**AB.** Only complaints related to the execution of a member's assigned duties from parents, citizens, or staff members 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.

**BC.** The employee shall be notified if a substantive 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 employee shall have the right to review the record and attach a rebuttal to any claims.

## ARTICLE 13: LAYOFF AND RECALL

### A. Layoff Notice

1. Unit members may be laid off only when their positions are eliminated or reduced because of the following:
  - a. Inadequate funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers.
  - b. A substantial reduction in pupil enrollment within the district.
  - c. The discontinuance of a particular type of educational service, provided that such discontinuance is not for arbitrary or discriminatory reasons.
2. As soon as the District perceives the need for layoffs as described in 13.A.1.a-c, the Superintendent will inform the Association of proposed layoffs and the reasons for the reduction(s). Notice shall be delivered in writing to the Association and to impacted educators no fewer than sixty days (60) from the effective date of the layoff. Within five (5) days from the time the Association is informed of the proposed layoff(s), the Association may notify the Superintendent or designee in writing of its concerns with the proposed layoff(s).

### B. Layoff Procedures

Layoffs ~~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.~~
1. 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.

- e. ~~Registered~~ 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.
3. Reductions within each license group described in Section A-3 shall be made on the following basis ~~and in a manner consistent with Oregon law:~~
  - a. First: Temporary employees within the license/endorsement/level.
  - b. Second: If further reductions in force are made within that license/endorsement/level group, probationary employees shall be reduced next ~~unless competence, merit, or bilingual/cultural expertise are utilized to retain a less senior teacher over a more senior teacher.~~
  - 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.
4. The retention of contract and probationary employees shall be reasonably determined by the District on the basis of license/endorsement/level, seniority, ~~competence, bilingual/cultural expertise~~ and merit competence or cultural or linguistic expertise as defined by ORS 342.934.
  - 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.~~
  - b. ~~Competence and bilingual/cultural expertise shall be defined and applied as set forth in ORS 342.934.~~
  - a. 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. 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.
5. When two or more employees from the same layoff group are equally qualified by license/ endorsement/level, seniority and merit competence, the ties shall be broken by drawing lots.

- a. Resign. In such event a written resignation shall be sent to the District.
- b. Fail to return when recalled as described above.

D. Layoff Benefits

1. The District shall extend coverage under its medical and dental insurance program, provided in Article 19, for the balance of the school year to contract, probationary, and temporary employees who are laid off. The District will pay the cost of such medical and dental premiums during the first three months of layoff and such coverage may be continued by the employee for the balance of the school year provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.
2. If an employee is laid off between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored upon return to active employment, and the employee will be placed on the proper step of the salary schedule.
4. Credit towards a satisfactory probationary period and advancement on the Salary Schedule shall be as provided in Article 18.
5. Laid-off employees will retain the right to receive tuition reimbursement through the summer term as per their normal tuition cycle. Upon recall to the District their tuition cycle will pick up where it left off at the time of layoff.

E. School Closure

The employment relationship between the employees and the District shall continue to the extent de- scribed in this Article during any period of school closure due to lack of funds. During such a school closure, the District acknowledges that the employees are temporarily laid off, rather than dismissed or non-renewed during the period of any such school closure, and agrees to recall, pursuant to Article 13-B, all employees to regular duty promptly upon obtaining funds sufficient to continue normal operations.

## ARTICLE 15: PAID LEAVES OF ABSENCE

### A. Sick Leave

#### 1. Definition

a. "Sick leave" means the absence of a member due to their own illness or injury or for any other reason set forth in the Oregon Sick Time Law, including the illness or injury of an immediate family member. Bargaining unit members are not responsible for securing substitute coverage for sick leave. For leaves four days or fewer, bargaining unit members shall prepare lesson plans for substitute(s), if practicable. Lesson plans shall be due by fifteen minutes before student contact time commences. For leaves that extend longer than four days, member shall not be responsible for preparing lesson plans. illness of an immediate family member or the absence from duty because of illness or non job related injury preventing the bargaining unit member from working during the normal contract work

b. Bargaining unit members utilizing paid sick leave shall receive all benefits related to utilizing paid leaves, including but not limited to the following:

i. The District shall maintain payment of its portion of the group insurance benefits for the duration of an bargaining unit member's paid sick leave, including but not limited to leave accrued through district service or received through donation from the sick leave bank.

ii. The District shall continue to make contributions on behalf of bargaining unit members to OPSRP/PERS during the entirety of an bargaining unit member's sick leave.

2. The District will comply with the Oregon Family Leave Act ("OFLA"), the Family Medical Leave Act (FMLA), and Paid Leave Oregon ("PLO"). The District shall inform bargaining unit members annually of their rights through PLO no later than October 1, or, in the case of bargaining unit members hired after October 1, within a month of their first day of service.

3. Bargaining unit members who are eligible to take paid leave under PLO shall choose one of the following options:

a. Use Paid leave Oregon

i. Use only PLO benefit for the duration of the Leave

ii. Use available accrued and other negotiated paid leave to supplement PLO.

b. Use only accrued and other negotiated leaves.

4. Extended Sick Leave

Upon expiration of ~~accumulated sick leave~~, all accrued and other leaves, the **bargaining unit member** ~~employee~~ shall be granted additional sick leave compensation according to the **bargaining unit member** ~~employee's~~ years of experience in the District. An **bargaining unit member** ~~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 **bargaining unit member** ~~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 experience) will be subtracted from the days available during another period (e.g., 6 10 years of District experience). Thus, an **bargaining unit member** who used 5 days sick leave at two thirds pay under this policy during the **bargaining unit member's** first 5 years of District service would be eligible for an additional 5 days of sick leave at two thirds pay when the **bargaining unit member** ~~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 **bargaining unit member** ~~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 **bargaining unit member** ~~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 **bargaining unit member** ~~employee~~.

7. Sick Leave Bank

- i. Sick Leave contributions by unit members may be made only to the Bank and not to individuals.
- j. **Any bargaining unit member may use sick leave bank donations while also utilizing PLO.**

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. Extension of Personal Time Off for Bereavement and Critical Illness **Bereavement Leave**

~~1. Definitions~~

- ~~a. Immediate Family: Spouse, same-sex domestic partner, children, grandchildren, parents, grandparents, 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/PFML.~~
- ~~b. Members must first exhaust their four (4) personal time off days to be eligible for extended days.~~
- ~~c. A member may make an 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.~~

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 **bargaining unit member** employee must file military orders with the District at least five (5) days before the leave is to commence. In such cases, an **bargaining unit member** 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 **forces** services or National Guard.

#### E. Jury Duty

1. **Bargaining unit members** 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 **bargaining unit member** employee reports for jury duty during the school year in accordance with the established procedure for **bargaining unit member** employee absences. If the regular **bargaining unit member** employee is not on jury duty for the entire school day, the **bargaining unit member** employee must, whenever practical, report to the school for planning or work in the classroom.
3. The District will reimburse the **bargaining unit member** employee for loss of pay for time spent in service as a juror on days for which the **bargaining unit member** 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 **bargaining unit member** employee from the court for jury duty, less mileage allowance paid by the court, shall be paid to the District by the **bargaining unit member** employee, unless jury duty occurs during a period for which the **bargaining unit member** employee receives no pay from the District.
4. Excuse from jury duty may be requested for an **bargaining unit member** employee by the District when the service comes during the first months of school, when the absence of the **bargaining unit member** 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 **bargaining unit member** employee's assignment is such that an adequate substitute is not available.

#### F. Court Appearances

1. No deduction shall be made from the salary of an **bargaining unit member** employee for required appearances where subpoenaed as a disinterested witness by a court or governmental body. Salary deductions shall be made for:

I. Insurance on Paid Leaves

The District shall continue to provide normal group insurance benefits to bargaining unit member employees while on paid leaves.

J. Other Paid Leaves

In the interest of assisting bargaining unit member employees with temporary situations so they may continue to contribute to the District, bargaining unit member 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 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.

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.
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.
6. Bargaining unit members shall retain access to District electronic infrastructure during unpaid leaves. This infrastructure includes but is not limited to access to District email, access to Google and/or other shared drives, access to leave balances and access to W2 forms.
7. For leaves four days or fewer, bargaining unit members shall prepare lesson plans for substitute(s), if practicable. Lesson plans shall be due by fifteen minutes before student contact time commences. For leaves that extend longer than four days, member shall not be responsible for preparing lesson plans

## Article X: Flex Online School Provisions

- A. FLEX Online School has a unique mission to serve Beaverton School District students through online instruction and, as a result, its staff have unique working conditions. Article X's provisions apply only to bargaining unit members while they are assigned to FLEX Online School.
- B. Bargaining unit members assigned to FLEX Online school will organize and participate in in-person activities for students on the FLEX Online School Campus twice per month during the school year. Each school year, supervisors and bargaining unit members shall collaboratively determine an in-person event schedule for the worksite during pre-planning. Events are distinct from day-to-day online instruction and include but are not limited to field trips, in-person enrichment activities for students, and in-person test proctoring.
- C. If a bargaining unit member assigned to FLEX Online is ill and contagious, but in their judgement well enough to teach remotely, the member shall be permitted to teach remotely without charging sick leave.
- D. If a bargaining unit member is contagious on the day they are scheduled to participate in an in-person event at FLEX Online campus, they will use sick leave.
- E. Educators are not required to deliver both online and in-person instruction simultaneously when working in-person at the FLEX Online campus. However, they may do so at their discretion.
- F. Elementary bargaining unit members shall be assigned to teach no more than one grade level in a school year.
- G. Secondary bargaining unit members shall be assigned to teach no more than one prep per period.
- H. Bargaining unit members shall be provided with at least two copies of all instructional texts.