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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Beaverton School District (the “District”) and the Beaverton Education Association (the “Association” or “BEA”) (collectively, the “Parties”).

RECITALS

WHEREAS, on or about September 3, 2024, the Association filed an unfair labor practice charge (“ULP”) in Employment Relations Board (“ERB”) Case No. UP-041-24, alleging the District violated ORS 243.672(1)(a)-(c) and ORS 243.672(1)(e)-(i); and

WHEREAS, the Parties are currently engaged in successor bargaining of the parties collective bargaining agreement; and

WHEREAS, the Parties agree and confirm that this Agreement is authorized and fully binding pursuant to Oregon law, and any and all other statutes, rules, and regulations relating to the subject matter of this Agreement.


NOW, THEREFORE, the Parties agree to settle ERB Case No. UP-041-24 as follows:

AGREEMENTS

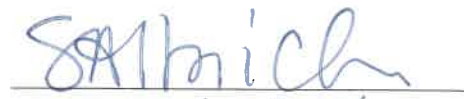
1. The parties agree that the attached document labeled "Tentative Agreement" is a Tentative Agreement for Article 2 reached as the result of settlement negotiations between the parties. The attached Tentative Agreement for Article 2 shall be included in the successor contract submitted by the parties to employees in the bargaining unit and the District's Board of Directors for ratification. Upon ratification, the attached Tentative Agreement for Article 2 shall become the new language in Article 2 of the successor collective bargaining agreement. Both parties agree that they will recommend to the bargaining unit and the Board of Directors that they ratify the Tentative Agreement for Article 2.
2. The parties agree that the District shall use the attached “Communication from District to New Employees” when it sends a communication to new employees regarding BEA’s New Employee Orientation meeting. As set forth in the Tentative Agreement for Article 2, the parties may mutually agree to modify or update the District’s communication to new employees as needed.
3. For the first BEA New Employee orientation meeting scheduled pursuant to the procedures provided in the attached Tentative Agreement for Article 2, the Parties agree that the District shall send the attached “Communication from District to New Employees” to all employees in the bargaining unit represented by BEA who have been hired since August 1, 2024.

4. Upon execution of this Agreement by all parties, the Association shall withdraw with prejudice the complaint filed in ERB Case No. UP-041-24.
5. This Agreement shall not be construed as an admission of liability by either of the Parties. This Agreement is without precedent or prejudice to the position of the District or the Association in any future complaint, grievance, or ULP.
6. This Agreement is fully integrated and constitutes the complete agreement between the Parties with respect to ERB Case No. UP-041-24. The Parties acknowledge that this Agreement sets forth the entire agreement between them.
7. The Parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions shall remain in full force and effect.
8. Disputes regarding the interpretation or application of this Agreement shall be resolved pursuant to the grievance procedure in the collective bargaining agreement.
9. The Parties acknowledge that they have read and understand all of the provisions in this Agreement.

Beaverton School District


Dated: 12.18.24

Beaverton Education Association


Dated: 12/18/24

ATTACHMENTS:

1. Tentative Agreement – Article 2
2. Communication from District to New Employees Regarding BEA New Employee Orientation

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12.18.24
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12/18/24

TENTATIVE AGREEMENT

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 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, **date of birth**, first date of service, FTE, classification or title, worksite **if known**, position on the salary schedule, dues deductions, residential address, email and phone number. Said data shall be updated at least every 120 days. **On or about June 1 and August 1 of each year, the district shall provide the Association the aforementioned information about new employees who have completed the hiring process fo the new school year. After August 1,** the District shall provide the association with the ~~af~~orementioned 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, via District email, 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 in accordance with Oregon law. 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 including designated OEA employees, shall have access to District facilities to conduct Association Business by complying with all requirements of visitors on District premises. 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.

4. When the District holds a pre-service orientation for licensed employees, 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. The District may hold more than one orientation each year. ~~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.~~

5. For new hires after the school year begins, the District shall provide, within 30 days after hire, a thirty minute block of time during the employees' workday for the Association to meet with the new employee(s). During the academic year, the Association shall be permitted to conduct a monthly new employee orientation for the purpose of meeting with newly hired employees for a minimum of thirty (30) minutes within 30 calendar days from their date of hire, in accordance with ORS 243.804. To facilitate the Association's new employee orientation, the parties agree to the following process:

a. The District and the Association shall mutually agree upon the date(s), time(s) and location(s) for the Association's monthly new employee orientation meeting, with the goal of maximizing employee attendance and avoiding interference with District operations.

b. The Association's new employee orientation shall take place during regular work hours and no employee (new employee(s) or Association representative) shall suffer a loss of pay or benefits from participating in these Association orientation meetings, and they shall be scheduled so as to not interfere with District operations.

c. The District shall release newly hired employees from their job duties to attend the Association's new employee orientation during work hours.

d. Prior to the Association's new employee orientation meeting, the District shall send a communication to new employees and building administrators informing them of the following:

- The meeting details, including the date, time and location;
- The purpose of the meeting is for the Association to provide new employees with information about the rights and benefits provided in the contract between the District and BEA; and
- The fact that attendees shall be excused from their regular job duties to attend the meeting on paid work time.

The parties may mutually agree to modify or update this language as needed. The District communication shall not indicate that attendance is voluntary or otherwise discourage employees from attending.

e. If the District receives inquiries from new employees regarding the meeting, the District shall refer the inquiry to BEA and inform the employee that BEA has the right to meet with new employees during regular work hours under Oregon law, and that the content for the meeting is determined by the Association.

f. If a new employee does not attend the Association's orientation meeting, the Association has the right to independently schedule and conduct an alternate meeting directly with the employee during regular work hours, for thirty minutes, without loss of compensation or benefits. Alternatively, the Association can meet with the new employee at the Association's following new employee orientation meeting. In such case, the Association shall inform the District that it intends to meet with the new employee at the Association's following orientation meeting and the District shall include the employee on the District's communication for the following Association orientation meeting.

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. Should the Association have a need to use a District worksite for off-hours meetings/events (weekday evenings after 6pm, weekends, or holidays), the Association shall meet with the District to determine if there are costs associated with said usage.

7. The District shall schedule a time during the first 12 weeks of the academic year following the ratification of a new contract to conduct a joint contract training for all administrators and Association building representatives.

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.

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-~~HJ~~.

F. Association Dues

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 4BEA – Counter Proposal/Settlement Offer 12-11-24 authorized deductions and to remit payment to the Association.

2. 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.

G. Non-Jeopardy

No employee shall suffer discrimination, jeopardy or coercion in employment conditions because of Association membership or lawful Association activities.

H. Association Release Time

The Association shall be 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 **twenty (20)** ~~ten (10)~~ of these days may be used per year by any single BEA member. The parties may mutually agree to a longer release time for any single 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.

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 in Article 4, section B-2 will be observed.

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.

K. Association Representation

The Association may designate any ~~members of the bargaining unit~~ **members** 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; act as a representative in bargaining sessions; participate in labor management meetings; participate in new member orientations; comply with a subpoena; 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.

Communication from District to New Employees Regarding BEA New Employee Orientation

A new employee orientation meeting with the Beaverton Education Association (BEA) has been scheduled on _____ (date) at _____ (time) at _____ (location). At this meeting, the Beaverton Education Association will provide new employees with information regarding the rights and benefits BEA provides its members. Employees are excused from their regular job duties to attend the orientation meeting on paid work time. If you have any questions regarding this meeting, please contact _____ (insert name and email address for BEA representative). If you do not attend the Association's orientation meeting, the Association will contact you to independently schedule a time to meet with you during your regular work hours, for up to 30 minutes, without loss of compensation or benefits.