ARTICLE 8: ~~EMPLOYEE~~ BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES

A. Required Meetings or Hearings

1. Whenever a~~n employee~~ **a bargaining unit member** is required to appear before any administrator or representative of the District concerning the ~~employee's~~ **bargaining unit member's** dismissal, non-renewal, suspension, or written disciplinary action; the ~~employee~~ **bargaining unit member** shall be advised, in advance, of the nature/purpose of the meeting and of the**ir** ~~employee's~~ right to have a representative of the Association present at the ~~employee's~~ **member's** request to advise the**m** ~~employee~~ and represent the**m** ~~employee~~ during such meeting or interview. The ~~employee~~ **bargaining unit member** and the administrator shall give advance notice of who the respective representative will be, if any.

2. Evaluation conferences are excluded from the application of Section A-1 except:

a. Probationary **bargaining unit members** ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when the**y are** ~~employee is~~ placed on a ~~"~~plan of assistance~~"~~ **for improvement** and at all subsequent conferences while remaining on such plan.

b. Contract **bargaining unit members** ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when **they are** ~~employee is~~ placed on an evaluation plan of awareness **(POA)**, a plan of assistance for improvement **(PAI)**, and all subsequent conferences while remaining on such plan.

c. Contract **bargaining unit members** ~~employees~~ shall be placed on an evaluation plan of awareness prior to placement on a plan of assistance **for improvement** except in cases where ~~a contract employee has~~ **they have previously** been on a plan of assistance **within the past eight (8) academic years for related performance issues.**

3. The District will offer to provide a mentor teacher or the equivalent for any contract **bargaining unit member** ~~employee~~ placed on a plan of assistance for improvement.

4. Members shall not be used to evaluate bargaining unit members.

~~**5.** Nothing in Section A shall be construed to deprive any employee of legal rights of representation under the Constitution of the United States, state and federal statutes, and rulings issued by courts of competent jurisdiction and the Employment Relations Board.~~

B. Evaluation of Students

The **bargaining unit member** ~~employee~~ shall be responsible for determining grades and other evaluations of students, within the grading policies of the Beaverton School District based upon the ~~employee's~~ **bargaining unit member's** professional judgment of available criteria pertinent to any given subject area or activity for which the**y are** ~~employee is~~ responsible. No grade or evaluation shall be changed without conferring with the employee**, unless the bargaining unit member is unavailable and does not respond to communication through district email within one week**. **Within two weeks of overriding a student's grade, the administrator shall notify the bargaining unit member of the change in writing.**

C. Adverse Criticism of Bargaining Unit Members ~~Employees~~

Any adverse criticism of a~~n employee~~ **bargaining unit member** by a colleague, supervisor, administrator, or Board member shall be done only through proper channels as identified in policy and contract. **Any criticism by a supervisor or administrator of a bargaining unit member's performance will be delivered in private, This shall not be construed as excluding representatives of the Association, provided such right of representation exists.**

District-operated online platforms are not designed nor intended to be forums for adverse criticism regarding specific bargaining unit members. As part of its operations on such platforms, the District will make these expectations known to potential users. **Bargaining unit m**~~M~~embers who believe that contributions on the platforms are in violation of this purpose may bring concerns forward to the administrator of the online platform, who will remove all posts which use adverse criticism, abusive, obscene, vulgar or inappropriate language toward any member of the bargaining unit in accordance with the district social media guidelines. This includes, but is not limited to, remarks that are racist, sexist, homophobic, profane or sexually explicit.

D. Citizenship and Academic Freedom

1. Citizenship

~~Employees~~ **Bargaining unit members** shall be entitled to full rights of citizenship and no religious or political activities of any **bargaining unit members** ~~employees~~ outside the school environment shall be grounds for

any discipline or discrimination with respect to the**ir** professional employment ~~of such employees~~ providing said activities do not violate any local, state or federal law.

2. Academic Freedom

The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching function. ~~Educators~~ **Bargaining unit members** shall be free to use their professional judgment and assessment of students to make decisions regarding methods, materials, sequence, and timing of lessons within the confines of Board Policy/~~AR~~ **Administrative Regulation** IIA, Oregon state standards and District learning targets.

E. Protection of Bargaining Unit Members ~~Employees~~, Students & Property

1. ~~Reasonable Force~~ **Physical Intervention**

Bargaining unit members ~~Employees~~ may, within the scope of their employment, **physically intervene** ~~use and apply such amount of force~~ as is reasonable and necessary to ~~quell a disturbance threatening~~ **prevent or stop** physical injury to **self or** others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of **other** persons ~~or property~~**, in accordance with annual restraint and seclusion guidelines**.

2. The District agrees to defend and indemnify **bargaining unit members** ~~employees~~ in accordance with ORS 30.285.

3. ~~Assault~~ **Property Damage and Harmful Acts**

~~Reimbursement for personal property damage –~~ The District shall reimburse ~~employees~~ **bargaining unit members** for the reasonable cost **up to $~~250~~ $~~300~~ $500 per incident** of ~~any clothing or other~~ personal property **that is** damaged or destroyed as a direct result of **actions taken against** ~~an assault on~~ **their** ~~an employee's~~ person **or ~~intentional~~ acts of property destruction in the course of** ~~while~~ the ~~employee was~~ **bargaining unit member** acting in the discharge of the**ir** duties within the scope of their employment. **This language shall not be construed as pertaining to accidental damage.**

4. Reporting **Property Damage and Harmful Acts** ~~Assaults~~

a. Bargaining unit members ~~Employees~~ shall immediately report cases of **harm against their person** ~~assault~~ **or deliberate property damage**

suffered by them in connection with their employment to their principal or other immediate supervisor. The ~~assaulted~~ **bargaining unit member** ~~employee~~ and any witnesses to the ~~assault~~ **harmful act or property damage** shall report the details of ~~such assault~~ **the incident** in writing to the**ir immediate supervisor** ~~principal~~ as soon as possible thereafter.

b. Bargaining unit members shall also report cases of physical harm against their person via a reporting system maintained by the District. The reporting system shall, at minimum, include fields for employee name, employee work location, location of incident, and description of the incident. Upon request by the Association, not more frequently than monthly, the District shall share information about the reports received.

c. The District will annually provide bargaining unit members with notice about where to find and how to use the reporting system no later than October 1 of each year.

5. The District shall notify affected **bargaining unit members** ~~employees~~ of any threatening communications received by the District in accordance with ORS 339.327.

6. If the District is in receipt of a threat of harm to a bargaining unit member the member specified in the threat shall be notified by telephone or in person promptly, but not later than 12 hours, after learning of the threat. The superintendent or superintendent's designee shall follow up the notice with a written notification sent within 24 hours after learning of the threat.

7. The District will offer the member a meeting to collaborate and develop a safety plan for the safety of ~~the~~ ~~employees~~ **bargaining unit members** and students.

F. Working Files and Personnel Files

1. In accordance with Oregon law, **bargaining unit member** ~~employee~~ personnel files shall be confidential and shall be open for inspection only to those individuals set forth in policy or pursuant to a lawful subpoena. A~~n~~ ~~employee~~ **bargaining unit member** shall have the right, upon request, to review the working or personnel file contents and to receive a copy at Board expense of any documents contained therein. In order to review a~~n~~ ~~employee's~~ **bargaining unit member's** personnel file, 24-hour notice must be given to the Human Resource**s** Department.

a. The personnel file shall contain all materials relevant to the **bargaining unit member's** ~~employee's~~ employment and shall be the sole official repository of such materials. Any record of disciplinary action will remain in the physical personnel file. Evaluations will remain in the physical personnel file or in an electronic employee management

system. Article 8.F.~~(2)~~ will apply to any electronic management system utilized by the District. Working file notes will not be placed in the personnel file.

b. A~~n employee~~ **bargaining unit member** shall be entitled to have a representative of the Association accompany the**m** ~~employee~~ during such review.

c. At least once every three (3) years, a~~n employee~~ **bargaining unit member** shall have the right to indicate those documents and/or other materials in the**ir** ~~employee's~~ working file~~,~~ **that** the**y** ~~employee~~ believe~~s~~ to be inappropriate for retention.

d. Said documents will be reviewed by an appropriate administrator in consultation with the Human Resource**s** Department. If they agree, the documents will be removed.

2. No material other than routine administrative material such as salary placement, work location, classes taught, endorsements, etc., will be placed in the **bargaining unit member's** ~~employee's~~ personnel file unless the**y** ~~employee has~~ **have** had an opportunity to review the materials.

a. The ~~employee~~ **bargaining unit member** will acknowledge the opportunity to review such materials by affixing a signature and date to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof.

b. The ~~employee~~ **bargaining unit member** will also have the right to submit a written response to any material and such response will be reviewed by the appropriate Human Resource**s** administrator and attached to the file copy.

3. Working files used by the principal **or immediate supervisor** to support dismissal or disciplinary action must be reduced to writing and inserted in the **bargaining unit member's** ~~employee's~~ personnel file within one (1) calendar year of the event or be deemed no longer valid.

4. Written evidence not previously recorded in the **bargaining unit member's** ~~employee's~~ personnel file prior to written notification of dismissal or discipline shall not be used by the Board as a basis for action.

5. If a complaint involving possible criminal or ethical violations is investigated and not determined to have merit or sufficient evidentiary support to proceed with any action against the **bargaining unit member** ~~employee~~, all materials concerning the complaint and investigation shall be kept in the District personnel office in a separate file accessible only to the Chief Human Resource Officer.

6. In cases where the District receives a request for information which concerns or involves a **bargaining unit** member~~(s)~~ ~~of the bargaining unit~~,

other than routine information ~~such~~ (e.g. salary, work location, classes taught, etc.), those so affected shall be notified prior to providing such information. The notification shall include the identity of the requesting party and the information that has been requested and will be provided. This provision shall not apply in situations in which the District has been directed by law enforcement or a governmental agency not to notify the ~~member~~ **bargaining unit member** that a request for information has been made.

G. Resignation

1. ~~Employees~~ **Bargaining unit members** shall have the right to resign without reprisal because of such resignation, provided at least 60 days written notice has been given to the District.

2. The District may accept a resignation from a~~n employee~~ **bargaining unit member** with less than 60 days' notice **at the District's discretion** ~~provided that there are extenuating circumstances, written notice has been given, and a replacement is available~~.

H. Non Discrimination

The provisions of this agreement shall be equally applied to all members of the bargaining unit without regard to an individual's actual or perceived race, color, religion, gender, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status or because of a perceived or actual association with any other persons within these protected classes. **Grievances alleging a violation of this section shall be processed in accordance with the grievance procedures established in Article 4, but may proceed only as far as Level III and may not be appealed to Level IV, arbitration. Should the parties fail to resolve the issue, the grievance may be pursued in accordance with federal or state civil rights laws.** ~~Grievances filed under this section shall be the exclusive remedy of any claim of discrimination. Filing of any complaint to any federal or state administrative agency or court shall terminate any rights to proceed under the grievance procedure.~~

I. Physical Environment

1. The District will comply with state and federal laws and regulations pertaining to environmental concerns, workplace safety, and maintaining a healthful environment.

2. **Bargaining unit m**~~M~~embers may report any potential health or safety concerns to the Safety Committee or administrator (e.g. air, water, noise). When members follow District procedures for reporting physical environment problems, the District shall apprise the ~~affected members~~ **site administrator/designee, who in turn will communicate with the affected member(s)** within ~~30 days~~ **two weeks** of the status or disposition of the problem **as well as when there are updates available**.

3. When environmental quality concerns have been reported, following District procedures, the results of any study commissioned by the District will be provided to the administrator and the administrator will communicate with ~~the~~ **bargaining unit** ~~staff~~ member**s at the site** ~~who brought the concern forward~~ within thirty (30) days of receipt ~~and shared with staff, as appropriate~~.

4. When a worksite does not have electrical power or running water, or temperatures in learning spaces are unusually high or low, the District will make reasonable efforts to provide mitigation. Mitigation efforts may include but are not limited to fans, portable air conditioning or heating units. If the issue cannot be resolved with such efforts within that day, additional mitigation efforts may include providing an alternative space for instruction if available, or permitting members to work at home or an alternate location if their work duties allow. These mitigation measures will be communicated promptly to members at the worksite.

J. Medical Services to Students

Members will not be required to perform any medical procedures for students except in accordance with the regulations of the Oregon State Board of Nursing (OAR 851-047-0020 and 0030).

K. Job Descriptions

Job descriptions shall be maintained and posted online by the District for all bargaining unit positions. New hires will be given a complete job description no later than one (1) week following their hire date. The Association shall be notified of the creation of new job descriptions and/or modifications of existing descriptions.

L. Personal Life

The personal life of a bargaining unit member is not an appropriate concern of the District unless it interferes with the bargaining unit member's execution of their professional duties, school environment, student relationships, statutory responsibilities or is otherwise related to their work. Bargaining unit members retain the rights accorded by the just cause provisions in this collective bargaining agreement as well as their rights under the Fair Dismissal Law.

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 work day for **bargaining unit members** ~~employees~~ shall not exceed eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period.

3. **Bargaining unit members** ~~Employees~~ may be required to participate in no more than three (3) unpaid ~~evening~~ activities beyond the scheduled work day excluding parent-bargaining unit member conferences (described in Article 11**.**-B).However, **bargaining unit members** ~~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. **Schedule changes and newly added events will be communicated promptly with as much advance notice as practicable. Administrators will work collaboratively with bargaining unit members if a changed or added event conflicts with an important event in their schedule.**

5. Scheduled beginning and ending times in each building shall be determined by the District. **Bargaining unit members** ~~Employees~~ may make reasonable adjustments to their daily and weekly schedule **(flexing their 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, **bargaining unit members** ~~employees~~ will notify the office when adjusting their schedule. Each building will establish a process for notification.

7. **Recurring schedule changes (e.g. every Tuesday and Thursday afternoon) are subject to approval by the building administrator. Members should notify administrators of the need to adjust their schedule on a recurring basis as soon as is reasonable in order to address any coverage issues.**

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. **Bargaining unit members** ~~Employees~~ shall normally receive not less than the following minimums for each five-day week **and prorated for weeks less than a five-day week. Averages, where mentioned, will be calculated over a two week period (e.g. elementary member week 1 has 650 prep minutes and week 2 has 700 minutes, which is 675 average in a two week period)**:

1. All elementary members of the bargaining unit except those **with specific provisions** ~~included in B. 2 through B-4 below~~ shall receive an average of 675 minutes per week. 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. Elementary ~~teachers~~ **bargaining unit members** with two half-day sessions shall receive an average of 700 minutes per week.

2. Elementary Specialists (Music, Physical Education and Title I bargaining unit members, Media Specialists and Itinerants) shall be asked to participate in planning their schedules and shall receive an average of ~~625~~ **650** minutes per week, 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.

~~3. Elementary Counselors shall receive an average of 400 minutes per week, and no less than 200 minutes per week for case management responsibilities.~~

3. **All** Middle School and High School **bargaining unit** members shall receive an average of 600 minutes per week; 225 minutes of this time shall be within the student day in blocks of not less than 30 minutes.

4. All counselors shall receive 200 minutes of their plan time dedicated for case management responsibilities in blocks of no less than 30 minutes. Elementary counselors shall receive an average of 650 minutes per week, 450 minutes of which shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more minutes.

5. Resource Room bargaining unit members shall receive plan time as provided to classroom bargaining unit members 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.

6. 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 level (elementary, middle, or high) under Section 10.B.

7. Specialists and non-classroom bargaining unit members shall be asked in writing to participate in planning their schedules.

8. **Bargaining unit members** ~~Employees~~ shall not have student supervision responsibilities during their plan and lunch times.

9. Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.

10**. Bargaining unit members** ~~Employees~~ working less than full-time shall have their average plan time minutes prorated based on their FTE. **Bargaining unit members** ~~Employees~~ working half-time or more will have at least one block of no less than 30 minutes per work day.

11**.** ~~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.~~ **For bargaining unit members** ~~Employees~~ assigned to two or more buildings on the same day, **travel time between worksites will be embedded within their schedule. If travel time reduces the member's plan time below the bi-weekly average, the bargaining unit member will be paid for displaced plan time to meet contractual requirements. The member shall be reimbursed for mileage at the prevailing IRS rate, upon submitting a reimbursement request according to the district process.**

12**.** ~~-~~**Bargaining unit members** ~~Employees~~ shall not be required to attend more than ~~**one**~~ **three** hour**s** of **all-worksite** staff meetings **or committee meetings** per month and no more than three of such meetings shall be held per month. **No more than two of the meetings in a given month may be either staff meetings or committee meetings.** ~~in no more than two separate meetings. BEA and BSD agree one hour 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 **staff** meeting agendas, when possible. Agendas will be distributed in advance.

13. ~~Employees shall not be required to attend more than a yearly average of 2 hours per month of collaboratively established building committee meetings.~~ Committees will be **collaboratively** established and agreed upon at the beginning of **each school year, with consideration to alignment with the District's strategic plan and school improvement plans. Agendas for committee meetings will be developed collaboratively between administrators and bargaining unit members. Bargaining unit members shall choose which committee(s) they will participate in.** Recommended practice is to use time for committee meetings conservatively in acknowledgement of the many other demands on staff time.

C. Class Size **and Caseload**

The parties jointly affirm that appropriate class sizes and caseloads are essential in promoting an engaging, safe, and secure learning environment. The parties commit to advocating for a fully-funded public education system, including a modernized Quality Education Model (QEM).

1. District Committee

   The Association shall be allocated three seats on the committee that meets annually for the purposes of examining organizational budgetary constraints, system programmatic considerations and system-wide staff allocation ratios prior to finalizing yearly budget allocations.

2. School Class Size Committee

Each school faculty will nominate and elect **bargaining unit members** ~~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.

The School Class Size Committee may forward concerns to the **District Finance Office and Teaching and Learning**~~.~~ to request support when problems regarding individual class size and makeup arise that are beyond the means and/or authority of school committees **and may be addressed via the process in C.3 below**.

3. District Staffing Allocation

a. District leadership will meet with the Association president or designee to review class sizes and caseloads upon request or before the first student contact day and quarterly for the remainder of the year. During that meeting, the Association shall be afforded an opportunity to share the Association's input and discuss concerns brought forward by School Class Size Committees.

b. The District will consider class sizes and caseloads with attention to the following factors. This process shall not take the place of the special education workload management process described in E.3 below.

i. The number of students in the class and/or the student caseload
ii. School and district class size and caseload averages
iii. The grade or instructional level of the classroom
iv. The school's student population including economic needs and diverse learning needs
v. The amount of paraprofessional or specialist support provided
vi. Input provided by the Association.

c. Where a class size or caseload exceeds a reasonable level given all of the factors considered, the following options will be considered:

i. Adding or transferring licensed staff
ii. Adding or transferring classified support
iii. Developing blended classrooms
iv. Reassigning students
v. Specific workload relief in consultation with the educator and administrator
vi. No changes due to financial or space limitations.

d. The District will provide to the Association a summary of staffing changes made to address class sizes and caseloads upon request at the start of the school year and quarterly for the remainder of the year.

4. Caseload Limits

a. A task force shall be established for Special Educators (including but not limited to speech and language pathologists, school psychologists, resource room educators, specialized program educators, and autism specialists) to create and implement a weighted system for workload and caseload measurement. The task force shall be comprised of an equal number of representatives from the Association and the District. The task force shall be charged with developing recommendations which will be shared with both bargaining teams. Their recommendations will be due to the teams no later than January 15th of the year of the expiration of the contract for discussion in successor bargaining.

D. Instructional Hours

1. Principals will notify **bargaining unit members** ~~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.~~

2. The District and BEA will bargain any future changes in instructional hours.

3. The **bargaining unit member** ~~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 bargaining unit members.

E. Curriculum / Workload Management

1. On a yearly basis, each school staff **and administration** 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 **Deputy Superintendent's designee**, and comprised of representation from resource room bargaining unit members, SLPs, psychologists and specialized program bargaining unit members, 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 bargaining unit members 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 **bargaining unit members** ~~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 **bargaining unit members** ~~teachers~~ and co-chaired by the Association President and the Deputy Superintendent or 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 **training** ~~information~~ for **bargaining unit** 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 **9.A**, Article 9 G**.E**, 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 Appen~~

8. The District shall provide ~~professional~~ **bargaining unit members** ~~educators~~ at the elementary level with District-required student-facing materials in the language of instruction for all subjects that **bargaining unit members** ~~educators~~ are required to teach students. When available, the District shall provide bargaining unit member guides in the language of instruction.

F. Bargaining unit members may not be required to deliver both online and in-person instruction simultaneously, but may do so at their discretion.