

2024–2027
CERTIFIED
COLLECTIVE BARGAINING AGREEMENT

Between the Beaverton School District No. 48 and the Beaverton Education Association (BEA)

BEAVERTON SCHOOL DISTRICT

Term of Agreement: July 1, 2024–June 30, 2027

The District adheres to all state and federal employment laws.

TABLE OF CONTENTS

REPRESENTATIVE SIGNATURES 1

ARTICLE 1: STATUS OF AGREEMENT 2

A. Recognition 2
B. Precedence of Agreement 2
C. Separability 2
D. Negotiations 2
E. Agreement 2
F. Agreement 3
G. Duration and Effect of Agreement 3
H. Peaceful Resolution of Differences 3

ARTICLE 2: ASSOCIATION RIGHTS AND RESPONSIBILITIES 3

A. Public Information 3
B. Board Meetings 3
C. Association Communication and Business 3
D. Bulletin Boards 5
E. Leave for BEA President and Vice President 5
F. Association Dues 6
G. Non-Jeopardy 6
H. Association Release Time 6
I. Problem Solving 6
J. Appointments 6
K. Association Representation 7
L. Communications 7

ARTICLE 3: DISTRICT RIGHTS AND RESPONSIBILITIES 7

ARTICLE 4: GRIEVANCE PROCEDURES 7

A. Definitions 8
B. Procedures 9
C. Levels 10

ARTICLE 5: JUST CAUSE 12

ARTICLE 6: COMPLAINT PROCEDURE 12

ARTICLE 7: TEMPORARY AND PART TIME BARGAINING UNIT MEMBERS 12

A. Categories of Temporary Bargaining Unit Members 12
B. Applying for Vacancies 13
C. Credit Toward Full Year of Probationary Employment 13
D. Leave to Work Part Time in District 13

ARTICLE 8: BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES 14

A. Required Meetings or Hearings 14
B. Evaluation of Students 15
C. Adverse Criticism of Bargaining Unit Members 15
D. Citizenship and Academic Freedom 15

PAGES

E. Protection of Bargaining Unit Members, Students & Property 16
F. Working Files and Personnel Files 16
G. Resignation 18
H. Non Discrimination 18
I. Physical Environment 18
J. Medical Services to Students 18
K. Job Descriptions 18
L. Personal Life 19

ARTICLE 9: SAFE LEARNING ENVIRONMENT 19

A. Student Conduct Procedures 19
B. Juvenile Information 20
C. Behavioral Information 20
D. Behavioral Goals 20
E. Consistent Discipline 20

ARTICLE 10: PROFESSIONAL WORKING CONDITIONS 21

A. Work Day 21
B. Plan Time 21
C. Staff and Committee Meetings 22
D. Class Size and Caseloads 23
E. Instructional Hours 24
F. Curriculum / Workload Management 24

ARTICLE 11: WORK YEAR 25

A. Normal Work Year Contract Days 25
B. Parent-Teacher Conference 26
C. Emergency Closure 26

ARTICLE 12: VACANCIES AND TRANSFERS 27

A. Definitions 27
B. Vacancies and Posting 27
C. Specific Transfers 27
D. Administrative Transfers 28
E. Selection of Candidates 28
F. Information Opportunities 28
G. Assistance 29
H. Trading Worksites 29

ARTICLE 13: LAYOFF AND RECALL 29

A. Layoff Procedures 29
B. Recall Procedure 31
C. Layoff Benefits 32
D. School Closure 32

ARTICLE 14: PAID LEAVES OF ABSENCE 33

A. Sick Leave 33
B. Personal Time Off 35

PAGES

C. Bereavement Leave 35
D. Temporary Military Leave 36
E. Jury Duty 36
F. Court Appearances 37
G. Temporary Leaves for Professional Activities 37
H. Deductible Absences 37
I. Insurance on Paid Leaves 37
J. Other Paid Leaves 38
K. Job-Related Injury or Quarantine 38

ARTICLE 15: UNPAID LEAVES OF ABSENCE 38

A. International and Federal Programs Leave 38
B. Professional Study Leave 38
C. Military Leave 38
D. Parental Leave 39
E. Personal Leave 39
F. Short-Term Unpaid Leaves 39
G. Other Unpaid Leaves 39
H. Governmental Service and Professional Leadership Leave 39
I. General Provisions for Unpaid Leaves 40

ARTICLE 16: TUITION REIMBURSEMENT 40

A. Credits 40
B. Application for Reimbursement 41
C. Reimbursement Rates 41
D. Funding 42
E. Reimbursement for Cost of Language Training 42

ARTICLE 17: COMPENSATION 42

A. Salary Placement for Bargaining Unit Members New to the District 42
B. Basic Salaries 43
C. Extended Work 44
D. Outdoor School 45
E. Mileage Allowance 45
F. Elementary Activities 45
G. Extended Work for Specialists 45
H. Miscellaneous 46
I. Substitute Coverage Plan 46
J. Continuing Professional Development 48
K. Nurses Who Earn Sixty (60) Credit Hours 48
L. IEP Meetings Outside the Work Day 48
M. Position Specific Stipends 48
N. Bilingual Educators 48
O. Extended Responsibilities Task Force 48

PAGES

ARTICLE 18: GROUP INSURANCE BENEFITS 49

A. Health Insurance Programs 49
B. District Benefits Committee 49
C. District Insurance Contribution 49
D. Termination of Employment and Insurance Coverage 50
E. Temporary and Part-time Bargaining Unit Members 50
G. Long-Term Disability Insurance 50
H. Section 125: Flexible Spending Account 51
I. Data Verification 51

ARTICLE 19: EXTENDED RESPONSIBILITIES 51

E. Payment 51
F. Appeals 52
I. Extended Season Pay 52
J. Pay Parameters Task Force 53

ARTICLE 20: SITE-BASED DECISION-MAKING 53

APPENDIX A: SALARY SCHEDULE 54

APPENDIX B: GRIEVANCE RECORD 57

APPENDIX C-1: CLASSIFICATION FOR ATHLETIC EXTENDED RESPONSIBILITY ASSIGNMENTS . 59

APPENDIX C-2: CLASSIFICATION FOR ACTIVITY EXTENDED RESPONSIBILITY ASSIGNMENTS .. 60

APPENDIX C-3: SCHEDULE OF EXTRA PAY FOR EXTENDED RESPONSIBILITY ASSIGNMENTS ... 62

APPENDIX D: PROCEDURES FOR CONTRACT EXCEPTIONS 63

APPENDIX E: REQUIRED ELEMENTS FOR STUDENT CONDUCT PLANS 64

APPENDIX F: WORK YEAR 65

APPENDIX G: JOINT STUDENT SERVICES INTEREST STATEMENT BEA/BSD JUNE 2019 66

APPENDIX H: ARTICLE 12 MOU AGREEMENT 67

A. Staffing Preparation 67
B. Temporary Hires 67
C. Job Expo 67
D. Involuntary Transfer 68
E. Vacancies and Posting 69
F. Selection of Candidates 70
G. Information Opportunities 70

APPENDIX I: EXTENDED DUTY STIPENDS 71

CERTIFIED COLLECTIVE BARGAINING AGREEMENT

Between the
Beaverton School District No. 48
and the
Beaverton Education Association (BEA)

THIS AGREEMENT ENTERED INTO FEBRUARY 12, 2025 BY AND BETWEEN THE BEAVERTON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION," AFFILIATED WITH THE OREGON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "OEA," AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "NEA," AND BEAVERTON SCHOOL DISTRICT NO. 48, HEREINAFTER CALLED THE "DISTRICT."

WITNESSED:

In Witness Whereof, the parties have caused this Agreement to be signed by their respective representative.

BEAVERTON SCHOOL DISTRICT

By: _____ Date: 05/12/25

Dr. Karen Perez, School Board Chair

BEAVERTON EDUCATION ASSOCIATION

By: _____ Date: 05/12/25

Lindsay Ray, BEA President

SCHOOL DISTRICT BARGAINING TEAM

Susan Rodriguez, Chief Human Resource Officer
Michael Schofield, Associate Superintendent
Janine Mobley, Executive Administrator
Erica Marson, Executive Administrator
Curtis Semana, Executive Administrator
Matthew Casteel, Principal
Johanna Castillo, Principal
Laurie Huntwork, Principal
Veronica Galvan, Administrator
Shirley Valladares, Assistant Administrator
Dr. Karen Perez, School Board Chair
Michelle Fowles, Supervisor
Brian Hungerford, Attorney

BEAVERTON EDUCATION ASSOCIATION BARGAINING TEAM

Lindsay Ray, BEA President
Katie Lukins, BEA Vice President
Emily McCann, OEA
Sara Whelan, OEA
Suzanne Albrich, Teacher
Julia Barto, Teacher
Amy Borlaug, Teacher
Lora Dee, Teacher
Alysoun Lowe, Teacher
Elizabeth Lynch, Teacher
Adam Oyster-Sands, Teacher
Janine Weir, Teacher

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 and 243.782 for all personnel who are employed by the District as teachers, TOSAs, counselors, psychologists, nurses, 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 (3) successive years and who have been renewed by the District after the completion of such a 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 2026-2027 school year. The parties will meet prior to December 1, 2026, to discuss the process, timelines, and other related concerns.

E. Copies of Agreement

There shall be four (4) signed copies of the final Agreement for the purpose of records. Two (2) shall be retained by the District and two (2) 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, 2024, and shall continue in effect through the 30th day of June 2027.

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.

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 one hundred twenty (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 for the new school year. After August 1, the District shall provide the Association with the information for any new hire within ten (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/email 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 Resources 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 to discuss Association goals, procedures and benefits. The District may hold more than one (1) orientation each year.

5. 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 thirty (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 the 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 twelve (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 Resources 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 Resources 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 one hundred fifty (150) days mentioned in Article 2.H.

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 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) 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.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 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.

ARTICLE 3: DISTRICT RIGHTS AND RESPONSIBILITIES

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities;

2. The hiring of all employees and, subject to the provision of law and this Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion and promotion and transferring all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and laws of the State of Oregon.

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 bargaining unit members covered by the Fair Dismissal Appeals Board (FDAB) or non-renewal of probationary bargaining unit members;

   c. Evaluations and 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 bargaining unit may file a grievance without the assistance of the Association and have it adjusted provided:

   a. The adjustment is consistent with the terms of this Agreement; and

   b. The Association has been notified of such grievance and given opportunity to be present at the adjustment.

      The Association may initiate grievances where it alleges a violation with respect to its organizational rights provided for it by name in this Agreement.

      The Association may also file a grievance on behalf of a class of employees, as defined above, where all members of the class are similarly affected by the same alleged violation of the Agreement. In such instances the Association shall submit the formal written grievance on the form contained in Appendix B. Such grievance shall be filed at Level I and presented to the appropriate administrative authority as defined in Article 4.B.8.

3. The term "days" shall mean working school days. Weekends, breaks (such as Thanksgiving Break, Winter Break, Spring Break) and/or holidays are thus excluded, except that:

   a. If the cause for grievance occurs from May 1 through the last work day of the school year, the time limits shall be considered to be governed by District business days instead of work days and shall run throughout the summer months.

   b. If the cause for a grievance occurs after the last work day of the school year (summer), the employee shall within thirty (30) District business days, either initiate the processing of the grievance or notify the Association and the District's Chief Human Resources Officer in writing of the employee's intent to initiate the process at the beginning of the next employee work year.

Failure to notify in writing within the time limits shall be considered a waiver of any claim by the employee.

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 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 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.

8. Staff are encouraged to seek to resolve concerns informally through communication with their immediate supervisor or principal, before presenting a grievance. If the concern is not resolved informally, grievances shall commence at Level I, with the appropriate administrative authority to adjust the grievance.

9. The Association will be notified promptly of the terms of settlements made at each level of any written grievance filed and may itself file a grievance based on an alleged inconsistency of the settlement with the terms of this Agreement within five (5) days from receipt of such notice.

10. All documents, communications and records constituting records of the grievance and its processing, shall be filed in a separate grievance file (i.e., separate from all other files) and shall not be open for inspection by other than the staff of the Human Resources Department in the absence of the specific approval of the Superintendent. However, such approval shall not be given for inspection by building administrators for their use in connection with decisions or recommendations regarding employment status, assignment or transfer considerations, or evaluations. Except as otherwise provided by law, meetings and hearings under this procedure shall not be conducted in public and shall include only such representatives of the District and the grievant and their designated or selected representatives heretofore referred to in this Article.

C. Levels

1. LEVEL I – Immediate Supervisor/Principal

   a. Within thirty (30) days of the occurrence of a grievance or thirty (30) days of knowledge of the facts that are the basis of a grievance, the grievant shall prepare a formal written grievance on the form contained in Appendix B and deliver it to the principal or immediate supervisor. The principal or supervisor shall schedule a conference to discuss the grievance within five (5) days of notice from the grievant.

      The principal or supervisor shall have five (5) days to respond in writing following the Level I conference.

      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 (10) 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.

   b. Decision

      Within 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.

   c. Appeal

      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.

3. LEVEL III – School Board

   a. Hearing Procedure

      The District and the Association (or the employee) may each submit a written summary of the grievance to the Board so they are normally received at least five (5) working days in advance of the Board meeting at which the grievance will be acted upon. The Board will be provided with a copy of the grievance record, including the original grievance and the District's decisions at Level I and II. Both parties may submit an additional written statement for consideration. Copies of the material sent to the Board by one party shall be sent to the other party simultaneously.

      The Board will notify the Association of the time and place of the Board meeting where the grievance will be heard. The parties will be given equal time to present their case. Additional time shall be provided for each party to respond to questions. The Board shall base its decision on the evidence presented during the meeting, together with the documents contained in the grievance record.

      Any Article allegedly violated by the District and not identified by the grievant at Level III shall not be considered by the arbitrator at Level IV.

b. Board Decision

The Board's decision shall be written and shall be furnished to the parties within ten (10) business days after the hearing. Failing resolution:

4. LEVEL IV – Arbitration

Definition of Grievances Subject to Arbitration. Insofar as the Board's decision is alleged by the grievant to be a violation, misinterpretation, or erroneous application of a specific provision of this Agreement, the grievant may submit the grievance to the Association. The Association shall determine whether or not to submit the grievance to arbitration. 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 Resources Officer of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the Chief Human Resources Officer shall meet to prepare a formal statement of the issue to be submitted to the arbitrator. If, after five (5) 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 (5) days the Association shall request the Employment Relations Board furnish a list of seven (7) 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.

The arbitrator shall not be empowered to reinstate a terminated teacher in any grievance arising out of a violation of Article 4.A.1.d of this Agreement. Insofar as the decision involves only matters subject to arbitration as above defined and is based on evidence presented at the hearing, such decision shall be final and binding on the grievant, all personnel of the District and the parties of this Agreement.

ARTICLE 5: JUST CAUSE

A. No bargaining unit member shall be disciplined, reprimanded or reduced in rank or basic salary without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association at the employee's request. Any violation of this provision may be used as a basis for a grievance.

B. Section A above does not apply to the dismissal or non-renewal of employees covered by the Fair Dismissal Law nor does it apply to assignment to or retention of extended responsibility assignments.

C. Bargaining unit members not covered by the Fair Dismissal Law who have been employed by the District for a period of not less than three (3) successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year shall not be dismissed or non-renewed without just cause.

ARTICLE 6: COMPLAINT PROCEDURE

A. Only complaints from parents, community members or staff members of the District related to the execution of a member's professional duties, work performance, school operations, student relationships, statutory responsibilities or otherwise related to their work, which have been discussed with the employee within thirty (30) 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.

B. The bargaining unit member 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 7: TEMPORARY AND PART TIME BARGAINING UNIT MEMBERS

A. Categories of Temporary Bargaining Unit Members

Upon request, the District will provide BEA with a list of temporary bargaining unit members and their date of employment, identifying any who are in positions designated as temporary as identified below. In no event shall a temporary contract be valid beyond the completion of the current school year. The following categories of bargaining unit members shall be employed on temporary contracts and shall be valid only for the dates contracted:

1. Bargaining unit members hired on less than a half time contract whether for a full or partial school year.

2. Bargaining unit members who fill positions designated as temporary or who fill positions being implemented on a trial basis.

3. Bargaining unit members who fill vacancies created by bargaining unit members going on leave at the beginning of a school year.

4. Bargaining unit members who fill vacancies occurring after the beginning of a school year and before the expiration of the first half of the school year and for the remainder of the school year.

5. Bargaining unit members who fill new positions created after the beginning of the school year or at mid-year provided the positions are filled within ten (10) contract days after the beginning of each semester and the length of the bargaining unit member contract is for the remainder of the semester or longer.

6. Bargaining unit members who have retired and are rehired (subject to the annual hours limits provided under PERS) are members of the bargaining unit represented by the Association. All contractual rights and benefits under the Agreement will be afforded to re-employed unit members, except those rights and benefits expressly set forth below.

    a. Bargaining unit members who choose to retire during the school year and notify the District in writing at least thirty (30) days prior to the retirement date, may have the option to return for the remainder of the contract year at the discretion of the District, unless there is a properly licensed/endorsed candidate on layoff who is qualified for the position in question.

    b. A bargaining unit member may be rehired to work as a temporary bargaining unit member through the end of the school year, and, if rehired, will receive District paid medical benefits through the following August. Salary placement shall be in accordance with Article 18.A.1.

    c. At the beginning of the temporary hire, bargaining unit members will be credited with sick days after retirement at a rate of one (1) day per month worked during this temporary contract. Sick leave used but not earned during the temporary contract shall result in a deduction of the unearned amount from the final paycheck.

B. Applying for Vacancies

Temporary bargaining unit members will, at their request, be considered applicants for vacancies for the following school year, subject to the provisions of Article 12 Appendix H MOU 12.E.

C. Credit Toward Full Year of Probationary Employment

Full time bargaining unit members shall receive credit for full time employment and part time bargaining unit members (half, but less than full time) shall receive credit for part time employment.

1. For the purpose of determining the length of service for a probationary bargaining unit member (including a temporary bargaining unit member as defined in Article 7.A) bargaining unit members employed for one hundred thirty-five (135) consecutive days in any school year shall receive credit for a full year of employment.

2. At least thirty (30) consecutive days of employment in the District in a successive year shall be sufficient to keep the service intact, and the bargaining unit member shall not lose credit for previous probationary years served.

D. Leave to Work Part Time in District

1. A permanent bargaining unit member may request a leave in writing from full time employment to accept non-permanent part time employment in the District. Such a request shall be for a maximum of one (1) year and shall normally be made by April 1. This leave arrangement, if agreed to by the

bargaining unit member and the District, shall be reduced to writing, specifying the percent of time the bargaining unit member is to be employed and signed by the bargaining unit member and the District. Any change to that agreement shall be mutually agreed to in writing and signed by the bargaining unit member and the District.

2. The bargaining unit member shall automatically return to full time status beginning the first contract day of the school year following the bargaining unit member's leave. While on such leave, a bargaining unit member shall retain employment rights gained as a full time permanent bargaining unit member. Benefits gained while on part time assignments shall be in accordance with other part time bargaining unit members. A bargaining unit member who wishes to continue such a non-permanent assignment for the next school year must notify the District of this request in writing by April 1.

3. Continuation of the part time assignment in subsequent years does not entitle the bargaining unit member to acquire permanent part time status.

4. In the event the part time position is eliminated by the District as a result of layoff during the school year, the bargaining unit member on part time assignment may either apply for a full time leave of absence, or exercise any rights to retention as a full time bargaining unit member for which the bargaining unit member is granted under the layoff provisions contained in Article 13.

ARTICLE 8: BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES

A. Required Meetings or Hearings

1. Whenever a bargaining unit member is required to appear before any administrator or representative of the District concerning the bargaining unit member's dismissal, non-renewal, suspension, or written disciplinary action; the bargaining unit member shall be advised, in advance, of the nature/purpose of the meeting and of their right to have a representative of the Association present at the member's request to advise them and represent them during such meeting or interview. The 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 may request and shall be entitled to have the presence of an Association representative at an evaluation conference when they are placed on a plan of assistance for improvement and at all subsequent conferences while remaining on such plan.

   b. Contract bargaining unit members may request and shall be entitled to have the presence of an Association representative at an evaluation conference when they are 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 shall be placed on an evaluation plan of awareness prior to placement on a plan of assistance for improvement except in cases where they have previously been on a plan of assistance for improvement 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 placed on a plan of assistance for improvement.

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

B. Evaluation of Students

The bargaining unit member shall be responsible for determining grades and other evaluations of students, within the grading policies of the Beaverton School District based upon the bargaining unit member's professional judgment of available criteria pertinent to any given subject area or activity for which they are 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 (1) week. Within two (2) 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

Any adverse criticism of a 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 members 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

   Bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit members outside the school environment shall be grounds for any discipline or discrimination with respect to their professional employment 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. 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/Administrative Regulation IIA, Oregon state standards and District learning targets.

E. Protection of Bargaining Unit Members, Students & Property

1. Physical Intervention

   Bargaining unit members may, within the scope of their employment, physically intervene as is reasonable and necessary to 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 in accordance with annual restraint and seclusion guidelines.

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

3. Property Damage and Harmful Acts

   The District shall reimburse bargaining unit members for the reasonable cost up to three hundred fifty dollars ($350) of personal property that is damaged or destroyed as a direct result of actions taken against their person or acts of property destruction in the course of the bargaining unit member acting in the discharge of their 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

   a. Bargaining unit members shall immediately report cases of harm against their person or deliberate property damage suffered by them in connection with their employment to their principal or other immediate supervisor. The bargaining unit member and any witnesses to the harmful act or property damage shall report the details of the incident in writing to their immediate supervisor 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 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 twelve (12) hours, after learning of the threat. The superintendent or superintendent's designee shall follow up the notice with a written notification sent within twenty-four (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 bargaining unit members and students.

F. Working Files and Personnel Files

1. In accordance with Oregon law, bargaining unit member 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 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 bargaining unit member's personnel file, twenty-four (24) hour notice must be given to the Human Resources Department.

a. The personnel file shall contain all materials relevant to the bargaining unit member'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 bargaining unit member shall be entitled to have a representative of the Association accompany them during such review.

c. At least once every three (3) years, a bargaining unit member shall have the right to indicate those documents and/or other materials in their working file that they believe to be inappropriate for retention.

d. Said documents will be reviewed by an appropriate administrator in consultation with the Human Resources 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 personnel file unless they have had an opportunity to review the materials.

a. The 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 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 Resources 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 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 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, 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 Resources Officer.

6. In cases where the District receives a request for information which concerns or involves a bargaining unit member(s), other than routine information (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 bargaining unit member that a request for information has been made.

G. Resignation

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

2. The District may accept a resignation from a bargaining unit member with less than sixty (60) days' notice at the District's discretion.

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.

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 members 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 site administrator/designee, who in turn will communicate with the affected member(s) within two (2) 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 members at the site within thirty (30) days of receipt.

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 9: SAFE LEARNING ENVIRONMENT

The parties agree safety and fostering appropriate student behaviors are important priorities, requiring mutual efforts to ensure a safe learning environment. All staff, including administrators, will share in the responsibility for the well-being of all.

A. Student Conduct Procedures

1. Student Conduct Plan

Each school shall develop and distribute to all members a plan for how student conduct will be supported, which includes who is in charge when administrators are unavailable. Student conduct plans shall encompass staff guidance and provisions for student behavior supports for bargaining unit members and other staff, and the procedure for student removal from class as outlined in Article 9. By June 1, all members in the building will have input into the worksite's student conduct plan, with an opportunity to suggest revisions for the following year. Staff shall review and discuss this plan during pre-service week and midyear, and it may be revised within the first month of the second semester. Administrators will maintain a record of any written feedback that is received. All staff, including administrators, shall be expected to follow the student conduct plan. This plan will be implemented when students arrive. Plans will follow the template in Appendix E.

2. Extreme Student Disruption and Imminent Threat

When, in the judgment of the bargaining unit member, a student's behavior poses an imminent threat to the health, safety or welfare of other students or staff or rises to the level of extremely disruptive behavior requiring immediate action, based on the school's student conduct plan, the bargaining unit member shall seek assistance to escort the student or students causing the imminent threat or extremely disruptive behavior to the administrator's office or a designated place for the balance of the class period or, in elementary schools, until the next natural transition (e.g. recess, specials, lunch, or break). If assistance is not available the bargaining unit member shall use their judgment about next steps to maintain student and staff safety. When an administrator/designee determines the student will return to class, they will provide information to the bargaining unit member upon the student's reentry into the classroom, including but not limited to steps the administration has taken to address the incident and individuals contacted regarding the incident.

3. Room Clears

A bargaining unit member may remove other students from their classroom or other District space to ensure safety in response to extremely disruptive student behavior or imminent threat. Bargaining unit members will report room clears via the student conduct form identified below in Article 9.A.4.a.

Following a room clear the bargaining unit member shall receive support from an administrator or designee to prepare the learning environment for students if needed, unless the bargaining unit member waives this support. Supports may include but are not limited to providing coverage to the

impacted bargaining unit member, additional staff support in the classroom, and assistance cleaning the classroom.

4. Administrative Support

   a. Behavioral Referrals

      When, in the judgment of the bargaining unit member, it is necessary to report a student conduct issue, the bargaining unit member shall communicate, via a standard District-maintained referral form, the facts of the situation and the request for administrative action to be taken. The referral form may have different versions for each school level, but all versions shall include standard required fields that are jointly agreed upon by the District and the Association. The administrator will respond in writing about actions taken to address the situation, including if no action is taken, within two (2) student contact days of the bargaining unit member's submission. The reporting form will be accessible via the District's electronic infrastructure.

   b. Follow-up Support

      Upon request by the bargaining unit member or administrator/designee, after a student has been removed or after a room clear, the administrator shall schedule a follow-up conversation. The impacted bargaining unit member shall not facilitate this conversation, unless they choose to do so. This conversation shall be between the bargaining unit member, administrator, relevant parties (e.g. case manager, social worker, student manager, etc.) the student(s), and the parent or guardian when possible, with the intention to support the student's successful return to class and restore productive relationships among those impacted.

B. Juvenile Information

When notified by law enforcement or juvenile authorities, the District will provide information concerning adjudicated students enrolled in District schools and information about the nature of their offense. School officials will set up procedures so this information will be available, in accordance with the law, to members who have "a need to know" as a result of an assignment to teach or supervise the student.

C. Behavioral Information

Within legal parameters, student 504 plans and IEPs (including behavioral goals and required behavioral modifications) will be made available as soon as possible to all bargaining unit members assigned to teach students eligible for special education under state and federal law. Bargaining unit members with questions about a student's behavioral or health plan shall contact the case manager and building administrator.

D. Behavioral Goals

Student behavioral goals and required modifications, set up by a prior team, may be modified in a team meeting requested by a current bargaining unit member.

E. Consistent Discipline

All schools shall have an annual in-service on the Student-Family Handbook and the worksite's student conduct plan outlined in Article 9.A.1. Bargaining unit members with questions about student discipline may contact their administrator.

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 shall not exceed eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period.

3. Bargaining unit members may be required to participate in no more than three (3) unpaid activities beyond the scheduled work day excluding parent-teacher conferences (described in Article 11.B). However, bargaining unit members 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 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 needs.

6. As a professional courtesy and to ensure the safety and security of students and staff, bargaining unit members 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, or a pattern of frequent adjustments) 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 professional responsibilities. Plan time includes individual, team plan time and meetings. Bargaining unit members shall normally receive not less than the following minimums for each five (5) day week, prorated for weeks less than a five-day week, with averages calculated over a four (4) work week period:

1. Planning time shall be in segments of ten (10) or more consecutive minutes unless otherwise stipulated below.

2. All elementary members of the bargaining unit except those with specific provisions below shall receive an average of six hundred seventy-five (675) minutes per week. Four hundred fifty (450) minutes of this time shall be in blocks of not less than thirty (30) minutes. Elementary bargaining unit members with two (2) half-day sessions shall receive an average of seven hundred (700) minutes per week.

3. Elementary specialists (Music, Physical Education and Title I teachers, Media Specialists and Itinerants) shall be asked to participate in planning their schedules and shall receive an average of six

hundred twenty-five (625) minutes per week, four hundred fifty (450) minutes of which shall be in blocks of not less than thirty (30) minutes.

4. Elementary counselors shall receive an average of six hundred fifty (650) minutes per week; two hundred (200) minutes of this time shall be for case management responsibilities in blocks of no less than thirty (30) minutes.

5. All middle school and high school members except those with specific provisions below shall receive an average of six hundred (600) minutes of plan time per week; two hundred twenty-five (225) minutes of this time shall be within the student day in blocks of not less than thirty (30) minutes.

6. Middle school and high school counselors shall receive an average of six hundred (600) minutes per week; two hundred (200) minutes of this time shall be for case management responsibilities in blocks of no less than thirty (30) minutes.

7. Resource Room teachers shall receive plan time as provided to classroom teachers at their grade level under Article 10.B. In addition, they shall receive two hundred (200) minutes per week for case management responsibilities in blocks of no less than thirty (30) minutes.

8. English language development teachers, speech language pathologists, and psychologists shall receive plan time no less than as provided to classroom teachers at their level (elementary, middle, or high) under Article 10.B.

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

10. Bargaining unit members shall not have student supervision responsibilities during their plan and lunch times.

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

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

13. For bargaining unit members assigned to two (2) or more buildings on the same day, travel time between worksites will be embedded within their schedules. If travel time reduces the member's plan time below the contractual minimum, 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.

C. Staff and Committee Meetings

1. Bargaining unit members shall not be required to attend more than three (3) hours of all-worksite staff meetings or committee meetings per month in no more than four (4) separate meetings. No more than two (2) of the meetings in a given month may be staff meetings. Recommended practice is to use time for staff meetings conservatively in acknowledgment of the many other demands on staff time. Administrators will seek input for staff meeting agendas, when possible. Agendas will be distributed in advance.

2. 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 acknowledgment of the many other demands on staff time.

D. Class Size and Caseloads

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 (3) 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 Committees

Each school faculty will nominate and elect bargaining unit members 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 Article 10.D.4 below.

3. Caseload Advisory Task Force

A task force shall be established to develop a recommendation for a weighted system for caseload measurement for special educators, including but not limited to speech and language pathologists, school psychologists, resource room educators, specialized program educators, and autism specialists. The task force shall be composed of an equal number of representatives appointed by the Association and the District. The task force shall be charged with developing recommendations to the superintendent or designee for a weighted system to inform District staffing allocations and staff assignments.

4. District Staffing Allocation

a. District leadership will meet with the Association President or designee to review class sizes and caseloads upon request 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 Article 10.F.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.

E. Instructional Hours

1. Principals will notify bargaining unit members of their work schedule, including plan time, prior to the start of the school year.

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

3. The teacher to student contact minutes shall not exceed a yearly average of three hundred fifteen (315) minutes per day for elementary members, and two hundred eighty-eight (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 teachers.

F. 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 composed of representation from resource room teachers, SLPs, psychologists and specialized program teachers, 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 teachers 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 (2) student contact days will be set aside for 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 teachers and co-chaired by the Association President and the Deputy Superintendent's 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 for members regarding their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).

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

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

ARTICLE 11: WORK YEAR

A. Normal Work Year Contract Days

1. One hundred seventy-four (174) student days

2. Five (5) paid holidays (Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day)

3. Three (3) pre-service days. Each fall, prior to the start of the student year, the District and/or school administrator may utilize up to eight (8) of the twenty-four (24) hours for pre-service. The remaining sixteen (16) hours, including one (1) entire workday, will be reserved for individual planning and preparation.

4. Four (4) grading/assessment days are for bargaining unit members to grade student work and create report cards from a location of their choice. Assessment days are for elementary members to be engaged in assessment activities as determined by each site staff. Appropriate activities are scoring, inputting scores, collecting, scoring and recording work samples, or communicating with parents about assessment.

5. Eight (8) staff workday/professional development days. These days shall be scheduled as a combination of administrator-directed professional development and collaboration (four (4)

consecutive hours including lunch) and member-directed work time (four (4) consecutive hours). Administrator directed professional development shall be planned in collaboration with the staff, taking into consideration individual, team, building and District needs.

a. Two (2) days shall be scheduled before the student school year.

b. One (1) day shall be on the October state in-service day (may be taken off-site with prior approval of the administration).

c. Four (4) hours of administrator-directed time shall be used for the purpose of establishing a positive school climate and building-wide expectations. These four (4) hours shall be scheduled with input from building staff.

6. During the life of the agreement, the parties agree to re-open Article 11, Section A upon request by the District to enable the District to implement a late-start/early release schedule. The negotiations shall be subject to ORS 243.712, except that the required period of good faith bargaining will be ninety (90) days, and shall result in a memorandum of understanding that will expire at the expiration of this agreement, unless an MOU of a longer duration or an extension is mutually agreed to by the parties.

7. The District shall develop a calendar that designates days for administrator-led professional development, including which dates bargaining unit members can choose which professional development they attend. The District shall create the calendar no later than the October statewide in-service day.

B. Parent-Teacher Conference

1. Elementary and Middle School - Teachers shall participate in parent conferencing as scheduled by the District. No more than two (2) conference days in the fall nor two (2) conference days in the spring will be scheduled. At least two (2) hours of student-free conference preparation time shall be included in the schedule for every day of scheduled conferencing.

2. Each high school may schedule up to three (3) nights for parent contact/conferences (unless release time is given, these three (3) nights would be included in the three (3) unpaid nights in Article 10.A.3).

3. CTP and ACE – Bargaining unit members shall participate in parent-teacher conferences, student-teacher conferences and family-community contact days as scheduled by the District. No more than two (2) conference/family-community contact days in the fall nor two (2) conference/family-community contact days in the spring will be scheduled. At least two (2) hours of student-free preparation time shall be included in the schedule for every day of scheduled conference/family-community contact.

4. Conference Work Week Maximum – In no case shall the combination of regular workday time and conferences exceed twelve (12) consecutive hours per day and forty (40) hours per week.

5. No staff meetings or required committee meetings will be held during conference week.

C. Emergency Closure

1. If the District closes due to inclement weather or other emergencies, bargaining unit members shall not lose any pay and there will be no deduction of sick or personal time off leave (Article 15.A and B herein) with the exception of those who are on extended leave, which shall be defined as an approved leave of more than ten (10) consecutive work days.

2. In the event inclement weather or other emergency closures prevent the District from meeting required instructional hours set by ODE, the days may be made up without additional pay to ensure compliance.

3. The District shall notify the Association and bargain upon demand in accordance with ORS 243.698 prior to initiating remote work on inclement weather days.

ARTICLE 12: VACANCIES AND TRANSFERS

Article 12.B through F as delineated below is held in abeyance and replaced by Appendix H through the duration of the contract.

A. Definitions

1. Assignment: A bargaining unit position identified by worksite, FTE, grade level, subject, or specialist position.

2. Vacancy: An unoccupied bargaining unit assignment that is to be filled.

3. Transfer: A change in worksite, initiated by either the employee (voluntary) or District (involuntary).

B. Vacancies and Posting

1. Starting the third Monday in April and continuing every week until August 1, the District will prepare a list of all known vacancies which exist on that date due to employee resignation, retirement, or an approved leave of absence. Between April 1 and the third Monday in April, the District may hire a temporary employee into the position held by that employee unless the position is to be filled by an employee returning from leave or an employee being reassigned due to enrollment decline. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, by an employee returning from leave, or by an employee being reassigned due to enrollment decline, it will be posted. The list will be posted on the District email system.

2. An employee may apply for any or all categories of transfers set forth in Sections B and C of this Article, provided the employee meets the requirements for each type of transfer. Continuity of evaluation will be a factor in considering transfer applications by probationary employees.

3. Only contract and probationary employees are eligible to be transferred between buildings. Temporary employees may apply and be interviewed for openings provided the principal interviews two (2) other employees who are contract and/or probationary.

C. Specific Transfers

1. An employee not on a plan of assistance for improvement, or plan of awareness who has or will have the appropriate certification on the date the assignment begins, may apply for specific openings listed on the vacancy notices.

2. To be considered, applications for a specific vacancy must be received by the Human Resources Department no later than the Monday following the date of the vacancy notice. Employees may

apply for specific vacancies through August 30; however, after August 15, the employee must have the concurrence of the building principal. Before the end of the school year, applications must be sent via the building principal. After the end of the school year, the Human Resources Department will send a copy of the application to the building principal.

3. An employee who files timely applications for such specific transfers will be given consideration along with other qualified applicants. However, the principal must interview at least two (2) employees who have requested a specific transfer to that position unless fewer have applied.

4. When the Human Resources Department makes an offer of a specific position, the employee will be notified. Any such offer made to an employee by the Human Resources Department must be accepted or rejected by the employee within twenty-four (24) hours following acknowledged notification by the District. Any such offer made by the Human Resources Department will be confirmed in writing.

D. Administrative Transfers

1. Employees may request an administrative transfer through their administrator or the Administrators for Licensed Personnel.

2. When transfers are initiated by the administration, each principal shall notify employees of the needs and criteria for anticipated staff transfers in their building prior to commencing the administrative transfer process. Volunteers shall be requested and considered before administrative transfers are initiated.

3. If an individual transfer is initiated by the administration, a conference with the initiating principal will be arranged if requested by the employee to discuss the reasons for the transfer. If requested, the reasons for the transfer will be reduced to writing by the initiating principal, signed by all parties at the conference, and a copy given to the employee.

4. An employee shall be notified of a transfer between schools as soon as possible but at least ten (10) days prior to the effective date of the transfer, except in the case of an emergency or changes in student enrollment.

5. When employees are transferred into a new school or expected to deliver a program in which they have little or no experience, the principal and the employee will plan for professional development for the employee to be implemented throughout the first year.

E. Selection of Candidates

Selection of a candidate for each position, whether within or from outside the District, shall be at the discretion of the school administration.

F. Information Opportunities

1. The Human Resources Department will establish a yearly meeting for employees who are considering a transfer. The purpose of this meeting will be to provide helpful hints for interviewing and for file review. Such a meeting will be entirely voluntary on the part of employees.

2. Upon request by an employee, the Human Resources Department will also make available an individual meeting for any employee who has applied for transfer and has not been successful. The purpose of this meeting is to provide the employee feedback as to the reason(s) the employee did not receive a transfer. It is understood that this meeting will be an attempt to counsel the individual employee. The subject of this meeting will not be subject to just cause and/or the grievance procedure.

Any request by an employee for such a meeting shall be within a reasonable time after the transfer process is completed.

G. Assistance

1. Bargaining unit members who are involuntarily transferred or have their grade level or subject area changed shall be allowed release time or extended contract for moving to a new assignment as follows:
   a. If notified of the transfer by the last student contact day, then no time for relocation.
   b. If notified of the transfer by August 7, then one (1) day of time for relocation.
   c. If notified of the transfer after August 7, then two (2) days of time for relocation and preparation.
2. If a member is moving to a new classroom or workspace, the District shall transport their books, materials and other personal belongings related to the assignment.
3. When bargaining unit members are reassigned to a new subject area they have not taught within the last six (6) years, the member may make a request to the administrator for building/District level professional development.

H. Trading Worksites

Two (2) qualified bargaining unit members may express an interest in a voluntary transfer to trade worksites by submitting a request no later than July 15. To initiate a worksite trade, the involved bargaining unit members must:

1. Receive the approval of the supervising administrators at the respective worksites.
2. Send written notice to the Human Resources Department, which includes the names of the bargaining unit members, their respective licensure, the worksites involved in the trade, and a description of the specific assignments.
3. Worksite trades must have the approval of the Human Resources Department.

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. The District will provide written notice to the Association and impacted employees at least forty-five (45) calendar days in advance of the effective date of layoff, defined as the first contracted day that the employee would have worked had they not been laid off.

3. 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.

   c. 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.

4. 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 licenses/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 twelve (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 subjects 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.

5. Reductions within each license group described in Article 13.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 or cultural/linguistic 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.

6. The retention of contract and probationary employees shall be reasonably determined by the District on the basis of license/endorsement/level, seniority, and competence or cultural/linguistic expertise as defined by 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.

7. When two (2) or more employees from the same layoff group are equally qualified by license/endorsement/level, seniority, cultural/linguistic expertise (if applicable) and competence, 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.6.a.

3. Recall shall be by inverse 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 Resources 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 fourteen (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 sixty (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 (27) 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.

C. Layoff Benefits

1. The District shall extend coverage under its medical and dental insurance program, provided in Article 18, 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 (3) 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 17.

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.

D. School Closure

The employment relationship between the employees and the District shall continue to the extent described 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 14: 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 Oregon sick time law, including the illness or injury of an immediate family member.

   b. Bargaining unit members utilizing paid sick leave, including leave received through donation from the sick leave bank, 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 a bargaining unit member's paid sick leave.

      ii) The District shall continue to make employer contributions to OPSRP/PERS during the entirety of a bargaining unit member's paid sick leave.

2. Bargaining unit members shall retain access to District electronic infrastructure during paid leaves, with the exception of paid administrative leaves.

3. While on paid leave, bargaining unit members are not required to perform job duties. Members may, but are not required to, respond to work communication during protected leave. This section does not apply during paid administrative leave.

4. Bargaining unit members may utilize accrued paid leave in accordance with the applicable state and/or federal law.

5. The District shall inform bargaining unit members of their rights under PLO, OFLA, and FMLA by maintaining protected leave information on the District website and an annual email.

6. Pregnancy/Childbirth

   a. Sick leave shall be granted for the period of disability by reason of pregnancy and/or childbirth, so long as the bargaining unit member commences the leave in accordance with the written certification of the physician confirming the employee was disabled and unable to perform assigned duties. In order to be eligible to receive sick leave for disability after delivery or loss of pregnancy, the bargaining unit member shall provide certification of disability to the Human Resources Department from the physician as to the term such disability is expected to continue.

   b. A bargaining unit member shall have the right to use paid accumulated sick leave for parental leave in a manner consistent with federal and state law, including FMLA, OFLA, and Paid Leave Oregon.

7. Accumulation

   Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. Bargaining unit members new to the District may transfer up to seventy-five (75) days of unused sick leave from another Oregon school district. Sick leave shall accumulate for all bargaining unit members on the basis of one (1) day's leave for each month worked up to a maximum of twelve (12) days per year. Sick leave shall be credited to each bargaining unit member on the first day of active employment and shall consist of one (1) day for each month or major portion thereof on active employment remaining in the bargaining unit member's regular contract year. A bargaining unit member terminating employment

who has used more sick leave than their length of employment entitled them to accrue shall reimburse the District for the excess hours paid to them. Bargaining unit members will be credited with one (1) 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 bargaining unit member to the District. Bargaining unit members shall be responsible for notifying the District of any errors in sick leave accumulation.

8. Extended Sick Leave

Upon expiration of all applicable leave balances, the bargaining unit member shall be granted additional sick leave compensation according to the bargaining unit member's years of experience in the District. A bargaining unit member 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 employee's career with the Beaverton School District.

a. 1-5 years of District experience: two-thirds salary for five (5) days

b. 6-10 years of District experience: two-thirds salary for ten (10) days

c. Eleven (11) or more years of District experience: two-thirds salary for twenty (20) 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, a bargaining unit member who used 5 days sick leave at two-thirds pay under this policy during their first five (5) years of District service would be eligible for an additional five (5) days of sick leave at two-thirds pay when the bargaining unit member 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.

9. Abuse of Sick Leave

Any bargaining unit member who is absent because of illness for five (5) 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 Resources Department a certificate from the bargaining unit member'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.

10. 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.

11. Sick Leave Bank

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 their own extended or recurring illness. The sick leave bank shall operate as follows:

a. The District will open a solicitation donation window from the first day of contract until October 1 whereby unit members may voluntarily donate sixteen (16) hours of their earned sick leave to be credited to a sick leave bank.

b. Sick leave shall be donated in an automated process where staff members may voluntarily donate up to sixteen (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 (3) weeks after the close of the solicitation period. Unused sick leave from previous donations may be used starting from the first workday of the school year.

c. 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 their own extended or recurring illness extending beyond the unit member's accumulated sick leave, extended sick leave if eligible, and personal time off.

d. 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 five (5) days and a maximum of forty-five (45) days in one (1) calendar year.

e. 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.

f. 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.

g. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.

h. Bank grants to unit members will not be carried over from one (1) 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.

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. Bereavement Leave

1. Up to three (3) days of paid leave shall be granted for a death in the bargaining unit member's immediate family per occurrence.

a. For purposes of this section, immediate family is defined as follows:

i) Spouse/partner of bargaining unit member;

ii) Children, grandchildren or grandparents of the bargaining unit member or spouse/partner;

iii) Mother, father, or person in loco parentis to the bargaining unit member or spouse/partner;

iv) Sibling of the bargaining unit member or spouse/partner;

v) Step-relatives in the categories listed above.

2. Bargaining unit members may utilize PTO or sick leave to extend a bereavement leave beyond the provided three (3) days.

3. Bargaining unit members may utilize PTO or sick leave for the death of an individual not listed above.

4. Bargaining unit members may also utilize bereavement leave available under state law.

D. Temporary Military Leave

Time necessary for a bargaining unit member called into temporary active duty of any unit of the armed forces shall be granted for a period not exceeding fifteen (15) calendar days in any one (1) calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the employee must file military orders with the District at least five (5) days before the leave is to commence. In such cases, a bargaining unit member who has been employed by the District for at least six (6) months prior to the commencement of temporary leave shall be paid regular pay in addition to any pay received from the armed forces.

E. Jury Duty

1. Bargaining unit members 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 Resources Department.

2. The District may provide a substitute for the days a bargaining unit member reports for jury duty during the school year in accordance with the established procedure for employee absences. If the bargaining unit member is not on jury duty for the entire school day, they must, whenever practical, report to the school for planning or work in the classroom.

3. The District will make no deductions from the bargaining unit member's pay for time spent in service as a juror on days for which the 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 from the court for jury duty, less mileage allowance paid by the court, shall be paid to the District by the bargaining unit member, unless jury duty occurs during a period for which the bargaining unit member receives no pay from the District.

4. Excuse from jury duty may be requested for a bargaining unit member by the District when the service comes during the first months of school, when the absence of the bargaining unit member 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's assignment is such that an adequate substitute is not available.

F. Court Appearances

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

    a. Bargaining unit members who initiate a cause of action.

    b. Bargaining unit members who voluntarily support an action against the District.

    c. Defendants who are charged with a civil or criminal offense. Salary for days lost due to required court appearance will be paid retroactively upon acquittal or dismissal of the civil suit.

2. Any remuneration to a witness, less expense allowed by the court or other governmental body derived from such appearances, shall be paid to the District.

G. Temporary Leaves for Professional Activities

1. Bargaining unit members who are members of professional organizations may request temporary leave to attend association conferences and conventions or other related professional activities. Permission for such leaves will be considered on the basis of the following criteria:

    a. Participation in the professional activity will be beneficial to the District and its programs;

    b. Chief officers and official delegates of the organizations will be given priority;

    c. Absence of the employee will result in minimum disruption of District assignments;

    d. All requests on behalf of a local organization must have prior approval of the president of the organization.

2. Requests for leave from individuals, not necessarily representing local organizations, to participate in professional activities may also be submitted. Such requests will be considered subject to the criteria listed above.

3. Requests for leave should be submitted in writing to the Human Resources Administrator approximately two (2) weeks before the date of leave.

4. If requests for temporary leave are approved, the District shall provide a substitute if necessary. Arrangements for a substitute should be made through the bargaining unit member's building principal or supervisor.

H. Deductible Absences

Bargaining unit members whose absences are not excused or are in excess of the allowable paid leave shall have deducted a prorated portion of their regular contracted salary for each day so absent.

I. Insurance on Paid Leaves

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

J. Other Paid Leaves

In the interest of assisting bargaining unit members with temporary situations so they may continue to contribute to the District, bargaining unit members may submit a request for paid leave for other purposes to the Chief Human Resources Officer, and the request may be granted when the District, in its discretion, determines sufficient cause exists.

K. Job-Related Injury or Quarantine

When a bargaining unit member is absent from work by reason of a compensable injury as defined in ORS 656.005, as amended, incurred in the course of employment with the District, the bargaining unit member shall receive compensation benefits as provided by law.

ARTICLE 15: UNPAID LEAVES OF ABSENCE

A. International and Federal Programs Leave

A leave of absence for one (1) work year may be granted to any bargaining unit member who has completed three (3) 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 bargaining unit member's professional responsibilities; provided said bargaining unit member states in the leave request the bargaining unit member's intention to return to the school system at the expiration of the leave. Upon return from such leaves, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member would have been had the bargaining unit member worked in the District during such period. Upon fulfillment of the requirements of the first year of the approved program, the bargaining unit member may request and shall be granted a one (1) year extension of leave to complete the required length of service.

B. Professional Study Leave

Bargaining unit members, 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, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member would have been had the bargaining unit member worked in the District during such period.

C. Military Leave

Military leave of absence without pay or benefits shall be granted any bargaining unit member who enlists in, is drafted or is called into temporary active duty in any branch of the armed services of the United States for the period of the induction, initial enlistment or deployment. Upon return from military leave within ninety (90) days after the bargaining unit member is relieved from such military duty, a bargaining unit member shall be placed at the same position on the salary schedule as the bargaining unit member would have been had the bargaining unit member worked in the District during the period of military service.

Any bargaining unit member who leaves for military duty without completing one hundred thirty-five (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. A bargaining unit member requesting such leave shall give at least 30 days notice except in extenuating circumstances.
2. At the time the leave is requested, the bargaining unit member will discuss the expected duration of the leave and options to return with a Human Resources Administrator.
3. If the leave commences after the beginning of the second semester of the school year, the leave may be extended for the second school year following the school year in which the leave commenced.
4. At the conclusion of the leave, the bargaining unit member shall, upon request, be reinstated to the same position held when the leave commenced if the leave is less than sixty (60) working days in duration.
5. The bargaining unit member must notify the Human Resources Department in writing by April 1 of the employee's intent to return at the beginning of the subsequent school year.

E. Personal Leave

Upon written request, a contract bargaining unit member may be granted a leave of absence for up to one (1) year for personal reasons including health or personal welfare. The recipient shall not work in another District during the period of leave; neither shall the recipient work half-time or more in other non-school employment during the period of leave.

F. Short-Term Unpaid Leaves

In non-emergency situations, at least two (2) weeks notice of the request must be given. Each bargaining unit member may take up to three (3) days of unpaid leave per year provided a suitable replacement is available and the leave is not during either the first two (2) or the last two (2) weeks of the school year and the affected principal approves the leave. Leaves of more than three (3) days require the approval of a Human Resources Administrator. The District shall continue to pay health insurance premiums during the three (3) day or less unpaid leave.

If a person is on an unpaid leave of more than three (3) days, other than FMLA, on the first working day of the month, District benefits for that month will be at the bargaining unit member's expense should the bargaining unit member wish to continue health insurance.

G. Other Unpaid Leaves

Unpaid leaves for other purposes may be granted by the Board upon request.

H. Governmental Service and Professional Leadership Leave

1. A bargaining unit member seeking an appointive or elective position in government or a full-time elective position within a professional organization may apply in writing for a leave of absence. The Board shall act on the request not later than the second regularly scheduled Board meeting following receipt of the written request.

2. A bargaining unit member returning from such leave shall be given preference for the position the employee held prior to the leave unless the bargaining unit member waives such right in writing.

3. A bargaining unit member returning from such leave shall be placed on the salary schedule at the level the bargaining unit member would have achieved had the bargaining unit member remained actively employed in the District during the period of leave.

I. General Provisions for Unpaid Leaves

1. Bargaining unit members who desire an unpaid leave of absence for any of the above reasons shall submit a written request to a Human Resources 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 Resources Administrator and subsequent Board approval. Such leave, if granted, shall be in writing.

3. Bargaining unit members on leave shall notify the Human Resources 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 bargaining unit members, including unused accumulated sick leave, shall be restored upon return. To restore health benefits, bargaining unit members 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 (1) year, provided the bargaining unit member reimburses the District for the applicable premiums during any portion of the leave in which the bargaining unit member is on an unpaid status unless District paid insurance is required by Family Medical Leave Act (FMLA). 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 of less than a year.

7. While on unpaid leave, bargaining unit members are not required to perform job duties. Members may, but are not required to, respond to work communication during protected leave.

ARTICLE 16: TUITION REIMBURSEMENT

A. Credits

1. The District shall reimburse any regularly employed full time bargaining unit member up to twelve (12) quarter hours of college credit classes during a three (3)-year tuition reimbursement cycle as established in Article 16.B below, and to be renewed each three (3) years thereafter. Full time temporary bargaining unit members will be eligible to receive tuition reimbursement for up to four

(4) quarter hours of college credit classes for each one hundred thirty-five (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 16.A.2.a or b below, and be approved by the principal and then be submitted by the bargaining unit member to the Human Resources Department for final approval in advance of registration.

   a. (1) Course work must be in advanced degree and/or certification program in which the bargaining unit member is enrolled; or

      (2) College credit courses directly related to the employee's assignment; including those which they choose to audit; or

      (3) Tuition registration for workshops/conferences directly related to the employee's assignment, including those they choose to audit. Costs for such workshops and conferences shall not exceed the cost of three (3) college credits at Portland State University. Exceptions shall be made for bargaining unit members who must maintain required licensure for which the District does not provide professional development (e.g. SLP's). Costs for such workshops and conferences shall not exceed the cost of twelve (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 a bargaining unit member 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 Resources Department prior to December 1 following the reimbursement year ending August 31. Reimbursement for bargaining unit members 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 bargaining unit members 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 bargaining unit members 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

1. 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 bargaining unit members that seek further training in order to support the District's efforts.

2. The District will reimburse bargaining unit members for the tuition cost of college-level or other pre-approved courses in non-English languages after exhaustion of the tuition reimbursement set forth in Article 16.A.1. Such reimbursement shall be limited to six (6) quarter credit hours in a three (3)-year cycle, or the equivalent value.

ARTICLE 17: COMPENSATION

(See Appendix A)

A. Salary Placement for Bargaining Unit Members New to the District

1. New bargaining unit members (including rehired retirees) shall be placed on the salary schedule based on one (1) step for each year of teaching experience completed to a maximum of eighteen (18) years. For example, a teacher entering the sixth (6) year of teaching shall be placed on step six (6).

2. A new bargaining unit member shall be given credit for one (1) year of public elementary or secondary school licensed experience in an accredited institution if the bargaining unit member worked half time or more for one hundred thirty-five (135) of the days in that school year.

3. Experience, other than public elementary or secondary school licensed experience, may be counted if, in the judgment of the administration, it is directly related to the assignment of the bargaining unit member.

4. Vocational and/or non-teaching professional experience will be counted at a 1:1 ratio when the bargaining unit member worked half-time or more for one hundred thirty-five (135) days of the year if, in the judgment of the administration, such experience is directly related to the Career and Technical Education (CTE) assignment of the bargaining unit member.

5. As a part of the work year, teachers new to the District may be required to work five (5) additional days prior to the school year.

6. Beginning 2022-23, no member will be placed on step one (1) of the salary schedule.

B. Basic Salaries

1. Schedules -- See Appendix A

   The basic salaries for the normal one hundred ninety-four (194) day work year for years 2024-2025, 2025-2026 and 2026-2027 shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.

   Cost of living increases:

   a. 2024-2025: Five percent (5%) cost of living increase, retroactive to July 1, 2024.

   b. 2025-2026: Four and three-quarters percent (4.75%) cost of living increase.

   c. 2026-2027: Five percent (5%) cost of living increase.

2. Proration of Salary

   Bargaining unit members who are employed for more or fewer days than specified in Article 11 shall have their salaries prorated. Any adjustment in the length of the work year as defined in Article 11 (excluding inclement weather make-up days) will result in the corresponding prorated adjustment in yearly salary.

3. Step Increment Eligibility

   a. Calculation - Annual salaries shall be calculated based upon each bargaining unit member being advanced one (1) step each year of the contract.

   b. Advancement - The following categories of bargaining unit members, under contract, shall be advanced the agreed upon step increment on the appropriate salary column (until the stated maximum has been reached except as provided elsewhere in this Agreement):

      1) Those who are employed full-time for one hundred thirty-five (135) days or more during the regular work year.

      2) Those who are employed half-time or more but less than full-time provided such employment is for at least one hundred thirty-five (135) days during the regular work year.

      3) Where a bargaining unit member is employed during a given school year on a schedule involving some full time employment and some half time or more employment, and where such service during the school year is interrupted by an approved leave of absence, eligibility for a step increment the following school year shall be met where the days worked with the District in that school year are one hundred thirty-five (135) days or more.

      4) Service in the District equals one hundred thirty-five (135) regular work year days. Such movement on the salary column shall be effective the next school year following such attainment.

      5) A temporary bargaining unit member who previously taught as a long term substitute in the same assignment at the same school during the same school year may count their long-term substituting time in that assignment toward acquiring the required one hundred thirty-five (135) days.

c. Legacy Bargaining Unit Members

Beginning December 17, 1994, bargaining unit members who were already at Level A of the salary schedule at the start of the 1994-95 contract year, shall receive an additional six percent (6%) increase above the top step of the regular salary schedule.

4. Master's Degree Change Deadline

a. The District shall place on the proper column, retroactively to the first working day of the school year, any bargaining unit members who have completed a master's degree prior to September 1. The bargaining unit member must submit appropriate proof of completed degree to the Human Resources Department by October 1 to be eligible for movement, or contact the Human Resources Department to explain the nature of the delay.

b. A second window will be open each year for bargaining unit members who have completed a master's degree prior to February 1. The bargaining unit member must submit proof of the completed degree to the Human Resources Department by March 1 to be eligible for salary schedule movement retroactive to February 1.

5. Salary Schedule Misplacement

a. Correction of errors or omissions made by the District resulting in misplacement on the salary schedule to the disadvantage of a bargaining unit member shall be fully retroactive.

b. Errors or omissions made by a bargaining unit member which result in misplacement on the salary schedule to the disadvantage of the bargaining unit member shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resources Department.

c. Errors or omissions made by the District which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the bargaining unit member so as not to cause undue hardship on the bargaining unit member.

d. Errors or omissions made by a bargaining unit member which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resources Department. The pay back schedule shall be settled by negotiations with the bargaining unit member so as not to cause undue hardship on the bargaining unit member.

e. Any bargaining unit member whose paycheck is less than normal due to an error or omission by the District shall receive an advance in the amount of the proper adjustment within two (2) working days of a written request by the bargaining unit member on the form provided by the District.

C. Extended Work

In order to maintain instructional continuity and quality throughout the student school year, and to reduce the inconvenience of arranging for large numbers of substitute teachers, the parties agree to the following modifications in curriculum and related work.

District or school-related work which normally could have been scheduled during student instructional days will be scheduled at other times whenever possible.

Voluntary District or school-related work (curriculum work, team planning, scheduling and similar projects) will be paid at not less than the current substitute rate (BA + experience). Such days shall be based on a six (6) hour workday.

Required work shall continue to be paid at the prorated per diem rate in accordance with Article 17.B.2. The pay parameters for extended work are detailed in the Extended Duty Stipend Appendix I.

D. Outdoor School

In addition to their regular compensation, bargaining unit members working at Outdoor School shall be paid a stipend equal to one percent (1%) of the maximum bachelor's salary rate for each session of Outdoor School attended during the school year. The stipend shall be prorated for time less than the scheduled session. If this funding is reduced or eliminated or if stipend costs exceed the funding, the District and Association shall meet to discuss options.

E. Mileage Allowance

1. The District shall reimburse any bargaining unit member for all reasonable miles driven on behalf of the District required either as part of regularly assigned duties or any special assignment.
    a. Travel to and from classes at a college or university will be excluded unless the bargaining unit member receives prior written approval.
    b. Occasional travel to a District meeting or in-service will be excluded unless the meeting or in service class meets more than three (3) times in any fiscal year.
    c. Travel to and from a District work site and a bargaining unit member's own residence will be excluded.
2. The bargaining unit member shall submit a request for reimbursement on the District's form to the bargaining unit member's immediate supervisor who shall review the request to verify the travel and shall forward the request to the Business Office. Verification means the miles driven were necessary and the bargaining unit member completed the travel. Reimbursement shall be made by the Business Office within fourteen (14) working days after the voucher has been received.
3. Mileage shall be reimbursed based on the District's mileage chart or, if not listed, at the actual miles driven. The bargaining unit member shall receive the IRS allowed rate.

F. Elementary Activities

Elementary bargaining unit members, with prior approval of the building principal, may conduct activities for students in addition to the regular school program. Examples of activities include intramurals, choir, and clubs. Any stipends shall be set forth in Appendix C.

G. Extended Work for Specialists

When there is a demonstrated need for additional workdays to complete assigned work for specialists in these categories, the following shall apply:

1. Psychologists and nurses: five (5) days guaranteed and up to an additional five (5) days may be requested
2. Counselors: five (5) days guaranteed and up to an additional five (5) days may be requested

3. Special education teachers, and SLPs: five (5) days guaranteed

4. ELD teachers: three (3) days guaranteed and up to an additional two (2) days may be requested

When the work occurs during the school year, counselors, special education teachers, and ELD teachers may choose whether to access these days as extended contract pay or substitute days.

The following shall apply to any days beyond the guaranteed amount: The specialist and/or supervisor will present a written statement of additional work needing to be accomplished. If such work needs to be accomplished during summer break, the statement shall be presented by May 15. The supervisor (with consultation and agreement with the cost center administrator) will either authorize extra days (which may be in the form of an extended contract or substitute days) or provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year. The supervisor shall complete a form if approval is indicated. Extended contracts will be paid out of the authorized cost center budget at the per diem rate of the specialist involved, and shall be subject to mutual agreement of the specialist and the supervisor. During a specialist's paperwork day at a school site, an appropriate location will be made available so the staff member can work independently of other responsibilities.

H. Miscellaneous

1. Payroll Deductions

   The District agrees to payroll deductions for the following:

   a. Disability income plans currently in effect

   b. District approved tax sheltered annuities

   c. District approved custodial accounts

2. Payroll will be distributed by direct deposit.

I. Substitute Coverage Plan

1. When there is a shortage of substitutes the administration may request that a bargaining unit member cover additional classes or supervisory duties within the workday.

   Worksite administrators and bargaining unit members shall collaborate on a substitute shortage coverage plan. In developing their plan, worksite administrators and bargaining unit members may consider the following options (not in priority order) to cover the school's unfilled substitute positions:

   a. Licensed staff who volunteer for an additional assignment

   b. Classroom teachers with non-assigned periods who accept the additional assignment

   c. Licensed substitutes on site for other assignments directed and deployed by a supervisor

   d. Licensed administrators deployed to help fill positions

   e. Eligible student teachers assigned to cover classes under licensed supervision

   f. Classes or groups canceled to free up licensed staff to fill positions

   g. School staff recalled from District professional development to help fill positions

   h. Classes or groups recombined in order to allow licensed staff to fill positions.

2. All site-based plans shall be submitted to Teaching & Learning executives by the last Friday of October and will remain in effect until replaced by the following year's plan. Site-based plans will include at minimum the following provisions in addition to a plan:

    a. School administrators shall make their first requests for substitute coverage to the entire school-based staff. Staff may volunteer coverage, but no reprisals shall be taken against staff for not volunteering coverage.

    b. Long-term substitutes will be considered for substitute shortages in the same manner as the certified member staff they are replacing.

    c. School-based non-classroom licensed staff shall not be required to substitute during an official sub shortage at their worksite more than twenty percent (20%) of their work time during any given week.

    d. Plans shall attempt to balance the load among all groups of licensed staff to the extent possible.

    e. Licensed staff may be recalled from District-based PD if needed due to a sub shortage at their site.

    f. When students are reconfigured in the event of an educator shortage in order to allow bargaining unit members to fill sub positions, all safety protocols shall be adhered to.

3. Bargaining unit members who provide such coverage will be compensated for the time worked. Additional compensation for bargaining unit members assisting to cover unfilled classes will be as follows:

    a. Bargaining unit members who cover recombined classes shall be paid the substitute rate for the number of hours they covered the recombined classes.

    b. Bargaining unit members who cover an unfilled sub position on their plan time may submit for pay for the displaced plan time at their per diem rate.

    c. Bargaining unit members who assist with unfilled positions by rearranging their work may submit for pay at their per diem rate.

    d. When requested by administration, bargaining unit members who cover an unfilled classified paraprofessional II or III, technology instructional assistant (TIA), library media assistant (LMA), or classroom nurse position, may submit for their per diem rate. Bargaining unit members must be appropriately trained in order to cover in such situations.

4. Provisions Governing District-Based Non-Classroom Licensed Staff

    a. District-based non-classroom licensed staff may be deployed as substitutes to cover substitute shortages. Centrally based licensed staff shall be deployed in a balanced manner in accordance with a plan created in advance by Human Resources. This plan shall be available in writing upon request by the Association. This plan shall also be communicated to worksite administrators across the District within one (1) week of its finalization.

    b. In addition to a rotation schedule, the plan shall contain at minimum the following provisions:

        1) No District-based non-classroom licensed staff shall be required to be deployed to substitute more than once a week.

2) Once a District-based non-classroom licensed staff has substituted for the week, they may not be asked individually to substitute by their supervisor. However, they may volunteer for deployment.

5. Bargaining unit members are responsible for submitting the appropriate reimbursement forms by the last student day of the school year.

J. Continuing Professional Development

Teachers are required by TSPC to have either an individual professional growth plan or follow the District CPD plan, which meets TSPC guidelines. Teachers are required to document their own continuing professional development units for license renewal. One (1) clock hour equals one (1) unit (PDU); one (1) quarter hour university credit equals twenty (20) PDUs; one (1) semester hour equals thirty (30) PDUs. For the purpose of record keeping, forms are available on the BSD website.

K. Nurses Who Earn Sixty (60) Credit Hours

Nurses who earn sixty (60) credit hours beyond their bachelor's degree, which are relevant to their field and approved by the Human Resources Department, shall be moved to the master's schedule.

L. IEP Meetings Outside the Work Day

If the District facilitator schedules an IEP/IDEA meeting outside of the regular workday without the consent of the case manager, the members shall be paid at their per diem rate.

M. Position Specific Stipends

Individuals in the following positions shall receive an annual stipend prorated by FTE for that position.

1. School psychologists in the amount of $2,000.00
2. Speech language pathologists in the amount of $2,000.00
3. Dual language classroom teachers in the amount of $2,000.00

N. Bilingual Educators

Educators who have proficiency in English as well as a language spoken in the households of at least five percent (5%) of the student population shall receive an annual stipend in the amount of $1,200. Proficiency in a language other than English will be as measured by a District determined assessment. The District will collaborate with the Association in determining appropriate assessments to determine bilingual proficiency.

O. Extended Responsibilities Task Force

The parties shall form a task force to study and make recommendations regarding Appendix C. The task force will be charged with developing recommendations for defining responsibilities for activities described in Article 17.F and Appendix C, and appropriate compensation for elementary activities described in Article 17.F, based on the work of the prior committee in 2019-20. At least half of the members of the task force shall be selected by the Association. Their recommendations will be due to the Association and District bargaining teams no later than January 31, 2026, for consideration for inclusion in the next collective bargaining agreement.

ARTICLE 18: GROUP INSURANCE BENEFITS

A. Health Insurance Programs

For each eligible full time bargaining unit member electing to participate, the District shall provide the following:

1. A choice of a family medical plan - one (1) of which shall include an HMO.
2. Life insurance coverage equivalent to the amount of a bargaining unit member's basic salary rounded off to the nearest thousand dollars.
3. Full family dental plan.
4. Full family vision care.

B. District Benefits Committee

1. During the term of this Agreement, the Association will actively participate in the District Benefits Committee. BEA will appoint up to five (5) representatives to the committee.
2. The District Benefits Committee will study and recommend methods to contain costs in group insurance benefits.
3. The District Benefits Committee will recommend the selection of insurance carriers and plans available to bargaining unit members.
4. In the event that the committee is unable to agree on the selection, the District shall make the final selection of carriers and plans no less than one (1) month prior to the annual open enrollment period.

C. District Insurance Contribution

1. The premiums for coverage for bargaining unit members provided in Article 18.A shall be paid as follows.
    a. In 2024-2025, commencing the month following full ratification and school board approval of this agreement, the maximum monthly District premium contribution for each full-time bargaining unit member shall be $1,901 ($22,812 annually).
    b. Commencing July 1, 2025, the maximum monthly District premium contribution for each full-time bargaining unit member shall be $2,031 ($24,372 annually).
    c. Commencing July 1, 2026, the maximum monthly District premium contribution for each full-time bargaining unit member shall be $2,131 ($25,572 annually).
2. Bargaining unit members shall be responsible through payroll deduction for that portion of the premiums which exceed the District contribution.
3. Coverage for new bargaining unit members will commence the first day of the month following their date of hire (i.e., first day worked) provided they complete an application for coverage prior to the date coverage is to go into effect. If the bargaining unit member does not apply for coverage before the first day of the month, coverage will begin the first day of the month after the application is submitted. The application for coverage must be received by the Human Resources Department within thirty (30) days of their date of hire.

D. Termination of Employment and Insurance Coverage

If a bargaining unit member is terminated prior to the end of a school year, the District's payment of premiums for the bargaining unit member's coverage shall cease as of the last day of the month they are employed.

If a bargaining unit member is terminated 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. The bargaining unit member may enroll in the plan of their own choosing subject to the conversion rights provided by the carrier.

E. Temporary and Part-time Bargaining Unit Members

Temporary and part-time bargaining unit members will receive term life insurance and all other group insurance benefits received by regularly contracted bargaining unit members subject to the following:

1. Bargaining unit members who are employed for less than 1/2 time are not eligible for District group insurance plans or contributions. Bargaining unit members who are contracted from 1/2 time to less than 3/4 time are eligible to receive one half of the District contribution and must pay the other half themselves to participate. Bargaining unit members who are contracted for 3/4 time or more shall receive full group insurance contributions.

2. Temporary bargaining unit members who are hired to fill a continuous assignment of more than 1/2 the days in the normal bargaining unit member work year shall be eligible for group insurance benefits on the same basis as other regularly contracted bargaining unit members.

F. All matters relating to claims under insurance coverages are excluded from the Grievance Procedure.

G. Long-Term Disability Insurance

1. The Long-Term Disability Plan shall provide up to the first thirty-six (36) months of each period of continuous disability.

2. Bargaining unit members otherwise entitled to participate in the group insurance plan will be responsible for the cost of LTD through payroll deductions. The cost per bargaining unit member will be based on the percentage of payroll multiplied by the basic monthly earnings of each bargaining unit member.

3. The District Benefits Committee shall review the plan and recommend any modifications to the parties for action.

4. The District will provide and pay for medical coverage as outlined in Article 18.A and B to any bargaining unit member on LTD for a period not to exceed thirty-six (36) months or when the bargaining unit member is no longer eligible for the group LTD benefit, whichever occurs first. Bargaining unit members may continue such coverage after this period provided the bargaining unit member pays the premium for such coverage in advance as allowed by the carrier.

5. The District will provide benefits as required by law to bargaining unit members with on-the-job injuries or illness through the Workers' Compensation Program.

H. Section 125: Flexible Spending Account

1. The District will provide a pre-tax benefit plan for all bargaining unit members. The plan will allow bargaining unit members to defer tax on the maximum income allowed by law and for all the purposes allowed by law.
2. The District Benefits Committee will monitor the plan and may recommend modifications.
3. Any administrative fee not paid for by the carrier shall be paid by the participating bargaining unit members. There will be an annual open enrollment opportunity.

I. Data Verification

1. There shall be full and timely disclosure of health insurance data, correspondence and consultation.
2. Each party shall have an equal opportunity to participate in meetings, consultations, preparation and exchange of data that affect the bargaining unit.
3. The BEA will pay an agreed upon proportional amount of consultation costs based on usage.

ARTICLE 19: 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 (1) year at a time.

D. The Schedule of Extra Pay for Extended Responsibility Assignments 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 (1) step in one (1) year. Recommendations for initial placement and successive steps are made by the combined decision of building principals, and a Human Resources 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 Resources 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 Resources Officer.

4. Appeals will be heard annually and must be filed with the Human Resources 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.

H. In addition to any established mentor program, the District will provide affinity opportunities and other support upon request 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 educators of color for the first three (3) years of employment with the District.

Participation as a District peer support mentor shall be voluntary and shall be compensated at a rate of two percent (2%) of the top step of the BA column for each year until a rate of pay is established in accordance with Article 19.J. 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.

Mentors will maintain confidentiality within the mentor/mentee relationship. Information will not be used in any evaluation or disciplinary processes.

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 (1) to five (5) students qualifies for post season activity, one (1) coach or advisor shall be eligible for extended pay. Additional coaches or advisors shall be eligible based on a ratio of one (1) coach or advisor for every five (5) participants or part thereof.

Compensation for extended season shall be based on a weekly rate calculated on an average twelve (12) week season.

The extended week will start the first day following the adopted "cut-off" date for each sport as established by the OSAA.

J. Pay Parameters Task Force

1. The parties agree to establish a task force to review, research, and explore compensation for extended contract responsibilities, stipends, and work performed outside of normal contract duties. The task force will be charged with developing recommendations for appropriate compensation.
2. The task force should be comprised of six (6) members. Three (3) selected by the Association and three (3) selected by the District.
3. The task force shall hold their first meeting no later than September 25th, 2022. Their recommendations will be due to the Association and District bargaining teams no later than June 1, 2023.

ARTICLE 20: SITE-BASED DECISION-MAKING

The Site Councils will comply with state law, State Board of Education rules, School Board policy and the Collective Bargaining Agreement. Requests for exceptions to this Collective Bargaining Agreement by Site Councils shall be considered by both parties as outlined in Appendix D.

APPENDIX A

SALARY SCHEDULE
2024-25
5.0% COLA

Bachelor's Degree	Annual Salary	Master's Degree	Annual Salary
~~CERT/01/01~~	~~$53,966~~	~~CERT/02/01~~	~~$58,590~~
CERT/01/02	$55,272	CERT/02/02	$59,993
CERT/01/03	$57,053	CERT/02/03	$61,923
CERT/01/04	$58,901	CERT/02/04	$63,931
CERT/01/05	$60,808	CERT/02/05	$66,002
CERT/01/06	$63,241	CERT/02/06	$68,642
CERT/01/07	$65,770	CERT/02/07	$71,387
CERT/01/08	$68,402	CERT/02/08	$74,244
CERT/01/09	$71,138	CERT/02/09	$77,213
CERT/01/10	$73,983	CERT/02/10	$80,301
CERT/01/11	$76,944	CERT/02/11	$83,513
CERT/01/12	$80,020	CERT/02/12	$86,854
CERT/01/13	$83,222	CERT/02/13	$90,327
CERT/01/14	$86,551	CERT/02/14	$93,940
CERT/01/15	$90,012	CERT/02/15	$97,698
CERT/01/16	$93,612	CERT/02/16	$101,607
CERT/01/17	$97,356	CERT/02/17	$105, 671
CERT/01/18	$102,031	CERT/02/18	$110,744

APPENDIX A

SALARY SCHEDULE
2025-26
4.75% COLA

Bachelor's Degree	Annual Salary	Master's Degree	Annual Salary
~~CERT/01/01~~	~~$56,530~~	~~CERT/02/01~~	~~$61,373~~
CERT/01/02	$57,898	CERT/02/02	$62,842
CERT/01/03	$59,763	CERT/02/03	$64,865
CERT/01/04	$61,699	CERT/02/04	$66,968
CERT/01/05	$63,696	CERT/02/05	$69,137
CERT/01/06	$66,245	CERT/02/06	$71,902
CERT/01/07	$68,894	CERT/02/07	$74,778
CERT/01/08	$71,651	CERT/02/08	$77,771
CERT/01/09	$74,517	CERT/02/09	$80,881
CERT/01/10	$77,498	CERT/02/10	$84,115
CERT/01/11	$80,598	CERT/02/11	$87,480
CERT/01/12	$83,821	CERT/02/12	$90,980
CERT/01/13	$87,175	CERT/02/13	$94,618
CERT/01/14	$90,662	CERT/02/14	$98,403
CERT/01/15	$94,288	CERT/02/15	$102,339
CERT/01/16	$98,059	CERT/02/16	$106,433
CERT/01/17	$101,980	CERT/02/17	$110,690
CERT/01/18	$106,877	CERT/02/18	$116,004

APPENDIX A

SALARY SCHEDULE
2026-27
5.0% COLA

Bachelor's Degree	Annual Salary	Master's Degree	Annual Salary
~~CERT/01/01~~	~~$59,356~~	~~CERT/02/01~~	~~$64,441~~
CERT/01/02	$60,793	CERT/02/02	$65,985
CERT/01/03	$62,751	CERT/02/03	$68,108
CERT/01/04	$64,784	CERT/02/04	$70,316
CERT/01/05	$66,881	CERT/02/05	$72,594
CERT/01/06	$69,557	CERT/02/06	$75,497
CERT/01/07	$72,339	CERT/02/07	$78,517
CERT/01/08	$75,234	CERT/02/08	$81,659
CERT/01/09	$78,243	CERT/02/09	$84,925
CERT/01/10	$81,373	CERT/02/10	$88,321
CERT/01/11	$84,628	CERT/02/11	$91,854
CERT/01/12	$88,012	CERT/02/12	$95,529
CERT/01/13	$91,534	CERT/02/13	$99,349
CERT/01/14	$95,195	CERT/02/14	$103,323
CERT/01/15	$99,002	CERT/02/15	$107,456
CERT/01/16	$102,962	CERT/02/16	$111,755
CERT/01/17	$107,080	CERT/02/17	$116,225
CERT/01/18	$112,221	CERT/02/18	$121,804

APPENDIX B: MEMBER TEMPLATE

GRIEVANCE RECORD - GRIEVANCE NO.

Staff are encouraged, but not required, to seek resolution of concerns informally through communication with their immediate supervisor or principal, before presenting a grievance. If the concern is not resolved informally, the grievance shall commence at Level I, with the appropriate administrative authority to adjust the grievance.

FOR USE AT LEVEL I

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Name of Administrator: _____ School Phone No: _____

Date of alleged violation or misinterpretation: _____

Article(s) of the Agreement allegedly violated: _____

Statement of the Grievance: _____

_____

_____

Nature and extent of the injury or loss involved: _____

_____

_____

_____

_____

Results of previous discussions of the grievance and dissatisfaction with the decisions previously rendered:

_____

_____

_____

_____

Remedy Sought: _____

_____

_____

_____

(Signature - Grievant)

Level I Immediate Supervisor: _____

Disposition by Administrator: _____

_____ _____

(Signature Administrator) (Date Answered)

APPENDIX B: MANAGEMENT TEMPLATE

GRIEVANCE APPEAL - GRIEVANCE NO.

Staff are encouraged, but not required, to seek resolution of concerns informally through communication with their immediate supervisor or principal, before presenting a grievance. If the concern is not resolved informally, the grievance shall commence at Level I, with the appropriate administrative authority to adjust the grievance.

LEVEL I - (SUPERVISOR)

Date Appeal Received: _____ Date of Level I Meeting: _____

Present: _____

Disposition by Supervisor: _____

_____

_____

_____ _____

(Signature - Supervisor) (Date Answered)

_____

(Date Response Received)

LEVEL II - (SUPERINTENDENT OR DESIGNEE)

Date Appeal Received: _____ Date of Level II Meeting: _____

Present: _____

Disposition by Superintendent or Designee: _____

_____

_____

_____ _____

(Signature - Superintendent or Designee) (Date Answered)

_____

(Date Response Received)

Appeal to Level III _____ **Yes** _____ **No**

_____ _____

(Signature - Grievant) (Date of Appeal)

LEVEL III - (REVIEW BY SCHOOL BOARD)

Date Appeal Received: _____ Date of Board Action: _____

Disposition by School Board: _____

_____ _____

(Signature - Chairperson of Board) (Date of Appeal)

Appeal to Level IV Arbitration _____ **Yes** _____ **No**

_____ _____

(Signature - BEA Representative) (Date of Appeal)

APPENDIX C-1

CLASSIFICATION FOR ATHLETIC EXTENDED RESPONSIBILITY ASSIGNMENTS

A.	80-100 Points
Football	100
Basketball	97
Baseball	91
Softball	91
Track	91
Wrestling	87
Volleyball	85
Soccer	81

B.	59-79 Points
Cross Country	63
Swim	59

C.	40.5-58 Points
Asst. Basketball	49.5
Asst. Baseball	46.5
Asst. Volleyball	46.5
Asst. Softball	46.5
Asst. Football	43.5
Tennis	41
Golf	41
Asst. Soccer	40.5
Asst. Wrestling	40.5
Asst. Track	40.5

D.	25-40 Points
Asst. Swim	28.5
Asst. Cross Country	28.5
Varsity Team Assistant	27.5

APPENDIX C-2

CLASSIFICATION FOR ACTIVITY EXTENDED RESPONSIBILITY ASSIGNMENTS

A.	80-100 Points
High School Drama (Theater Arts)	100
High School Band	93
High School Drama - Musical	93
High School Choir	91
High School Dance	85
High School Cheer	85

B.	59-79 Points
High School Color Guard	62
Middle School Drama (Theater Arts)	61
Winter Percussion	60

C.	40.5-58 Points
Middle School Band	50
Speech and Debate	49
High School Musical – Vocal	44

D.	25-40 Points
Middle School Choir	37
Concert Percussion	35
HS Musical – Pit Orchestra	26
HS Musical - Other	25

E.	0-24.9 Points
HS Assistant Drama (Theater Arts)	23
Yearbook	19

F.	0-14.9 Points
Middle School Memory Book	9

APPENDIX C-2 CONTINUED

1. Employees are normally assigned one (1) extended responsibility assignment per activity. Employees assigned two (2) or more non-related extended responsibility assignments in the same school or the same extended responsibility assignment in two (2) or more schools shall receive a full stipend for each assignment.

2. *The principal may, after consultation with the Musical Director, use the "other" stipend and an unused stipend for "vocal" or "orchestra" to compensate other employees who directly assist with the production of a musical. Such assistance will include but is not limited to lighting, audio, special effects, or stage construction.

3. The District and the Association agree that extracurricular activities contribute to the wellbeing and success of students and to a positive school community, and that it is in the interest of our students to provide access to a variety of such activities in all schools. The parties will form a committee to study and make recommendations to the superintendent or designee regarding ways to provide access to more equitable resources across schools for the activities contained in Appendix C. The committee will be composed of equal numbers of appointees selected by the District and the Association. The committee will convene no later than January 31, 2026, and will deliver its recommendations to the superintendent or designee no later than January 31, 2027.

APPENDIX C-3

SCHEDULE OF EXTRA PAY FOR EXTENDED RESPONSIBILITY ASSIGNMENTS

Years of Experience	A	B	C	D	E	F
1	(8.3%)	(7.3%)	(6.2%)	(5.2%)	(4.1%)	(3.1%)
2	(8.5%)	(7.5%)	(6.5%)	(5.4%)	(4.4%)	(3.4%)
3	(8.8%)	(7.8%)	(6.7%)	(5.7%)	(4.7%)	(3.6%)
4	(9.1%)	(8.0%)	(7.0%)	(6.0%)	(4.9%)	(3.9%)
5+	(9.3%)	(8.3%)	(7.3%)	(6.2%)	(5.2%)	(4.1%)

Percentages shall be based on the top step of the BA column of the salary schedule.

APPENDIX D

PROCEDURES FOR CONTRACT EXCEPTIONS

The needs of our students and the demands of the changing world require that we collectively and continuously seek to improve the quality of education for all students. The standards of the past may not serve our students well into the future. Thus, we must always seek to set new standards and to ensure equity of excellence for all. Improving quality and ensuring equity requires us to examine and modify our expectations, roles, responsibilities and practices on an ongoing basis.

That is, we believe that employees and administrators should share the responsibility for effective school management in education reform and the alternative programs. Together they will establish expectations for students, plan how to best realize these expectations, and evaluate the outcomes of their effort. The outcomes of such evaluations will be shared and used to modify and improve the program(s).

Therefore, during the period of developing and establishing new programs, both parties recognize the staff must have the flexibility to explore unique arrangements. Thus, both parties agree that the staff of the new programs will be free to develop the parameters of the programs during the pilot year, with the presumption that every attempt will be made to work within the constraints of the collective bargaining agreement.

However, both parties also agree that the staff needs to be free to explore areas that may conflict with the contract.

It is also agreed that articles of the contract including but not limited to salary, fringe benefits, grievance, evaluation, management rights, teacher rights, and dismissal procedures are not to be waived unless sufficient reasons are presented which persuade the parties to do otherwise.

Only those programs that have been approved by both parties will fall under the guidelines of this memorandum.

In order to facilitate resolution to possible conflicts with the contract, the Superintendent or designee and the President of the Association will act as an "Ombudsman Committee" to advise the staff on the impact of their planning on contract, or established practice. The program plans will be reviewed by the "Ombudsman Committee" for collective bargaining implications and a response will be provided to the Curriculum and Instruction Department if concerns exist. Prior to implementation, both parties will agree in writing to any conditions that are in conflict with the collective bargaining agreement.

At the end of the first year, if the staff wishes to continue conditions that are in conflict with the contract, they must apply for a waiver from both parties. A waiver may be granted for a maximum of one (1) year and may be extended on a year-to-year basis. Except to the extent waived, the collective bargaining agreement will remain in full force and effect.

APPENDIX E

REQUIRED ELEMENTS FOR STUDENT CONDUCT PLANS

To be used in accordance with Article 9 – Safe Learning Environment

Our Approach to Student Behavior

Use this section to articulate the philosophy that guides the creation of behavioral expectations, the process through which students, families and staff will be made aware of those expectations and the importance of creating a school climate that supports safety and engagement in learning.

Behavioral Expectations

This section will articulate the general framework of behavioral expectations and how they will be taught to staff and students. It will not include every expectation articulated in the Student Family Handbook or equivalent thereof. A required element of the plan is the school's approach to building, maintaining and restoring positive relationships and engagement.

Levels of Support

This section will classify student behaviors and who is responsible for addressing student behavior. The plan shall include supports available and guidance based on the Levels of Intervention and Disciplinary Response found in the Student Family Handbook. This section shall also provide guidance about how staff are expected to respond to imminent physical harm to themselves or to others and procedures to be used when a student must be removed from the classroom learning environment.

Referring Student Behavior

This section will provide guidance regarding expectations for addressing common misbehaviors in the classroom and when intervention from outside the classroom is appropriate, including how student behavioral referrals are made subject to Article 9. This section shall also identify the specific staff members or designee(s) that support student behavior by grade or team if those individuals are not available.

Communicating Outcomes

This section will provide information concerning the administrator or designee responding to behavioral referrals, sharing information on the actions taken, and when applicable, student re-entry and follow-up conversations.

Safety Reporting

This section will provide expectations regarding reporting injuries and the student conduct plan identified in Article 9.A.

Process for Notifying Staff of Student Safety Concerns

This section will reiterate and clarify the guidance in the Student Family Handbook Code 28 regarding Threats/Menacing/Hate Lists. (ORS 339.250(3))

Review and Revision Process

This section will provide information regarding the development of the student conduct plan. This process shall begin with staff being invited to provide suggested revisions by June 1 of the previous school year. During the August pre-service week, staff will have the opportunity to review and discuss the schoolwide behavior plan. Prior to the end of February, staff shall review the plan and may make adjustments.

APPENDIX F

To be used in accordance with Article 11 – Work Year

Preservice Week*	Administrator/ District-Directed	Member-Directed
Day 1: Pre-service (PS)	4 hours	4 hours
Day 2: Pre-service (PS)	4 hours	4 hours
Day 3: Staff Development/Work Day (SDW)	3.5 hours	4 hours
Day 4: Staff Development/Work Day (SDW)	3.5 hours	4 hours
Day 5: Pre-service (PS)	NA	8 hours
Total Hours	15 hours	24 hours

Staff Development /Work Days	Administrator/ District-Directed	Member-Directed
October (state in-service day) **	3.5 hours	4 hours
January	3.5 hours	4 hours
November/December	3.5 hours	4 hours
February	3.5 hours	4 hours
April	3.5 hours	4 hours
May	3.5 hours	4 hours
Total Hours	21 hours	24 hours

Grading/Assessment Days	Administrator/ District-Directed	Member-Directed
November/December	NA	8 hours
January/February	NA	8 hours
April	NA	8 hours
June	NA	8 hours

*Administrators may trade pre-service and staff development days as needed, however, one full eight (8) hour pre-service day must be member-directed. Typically, this eight (8) hour day occurs on the fifth day of pre-service week. All teacher self-organized events will be voluntary and occur during individual work time.

**It is recommended that licensed staff who do not normally have District or school-provided staff development, e.g. nurses and SLPs, be allowed to attend statewide in-service in October. It is understood there may be times when District/school needs do not make this possible.

APPENDIX G

JOINT STUDENT SERVICES INTEREST STATEMENT BEA/BSD JUNE 2019

The District and the Association jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Together we are committed to promoting practices that maximize learning opportunities for all students, and recruiting and retaining skilled professionals. The need for responsive services within schools has significantly increased in recent years and as a result, existing resources have been stretched very thin. If the District receives additional revenue/funding, strong consideration should be given to address the social, emotional, and behavioral needs of students and to add supports moving toward alignment with common statewide and nationally recommended caseloads. Additionally, we support the consideration of regionally based multi-disciplinary teams who can provide support and allocate resources to address the social, emotional, and behavioral needs for students. This team could provide consultative support and recommendations to school personnel on how to meet the needs of students in all settings.

APPENDIX H
ARTICLE 12 MOU AGREEMENT

The District and the Association acknowledge their mutual interest in increasing transparency and accessibility to the transfer process for licensed staff and minimizing disruption to staff and students. The purpose of this agreement is to explore ways to advance these mutual interests. This Memorandum of Understanding shall be reviewed and adjusted yearly by the parties. This Memorandum of Understanding supersedes the terms of Collective Bargaining Agreement Article 12 as delineated below.

A. Staffing Preparation

Prior to the beginning of the staffing/hiring process, and no later than February 15, the District and Association will meet to review the yearly sequence and tentative timeline for the following;

1. Rationale for positions designated as priority and exempted from the hiring/staffing timelines.
2. Affirm timeline for staff preference survey. The staffing survey shall remain open for at least five (5) days.
3. Review Job Expo timeline, including tentative timeline for placing unassigned staff.
4. Vacancy posting timeline.

B. Temporary Hires

Prior to initiating the Job Expo the District may hire a licensed temporary bargaining unit member into the open licensed position held by that bargaining unit member unless the position is to be filled by a bargaining unit member returning from leave or a bargaining unit member designated "unassigned." If the temporary bargaining unit member is hired into the position, the position will not be posted.

C. Job Expo

The District will offer a yearly internal Job Expo. Licensed bargaining unit members who have been involuntarily transferred or who wish to seek a transfer to another building will have the opportunity to interview for position(s) for which they may qualify.

1. No later than May 1, the District shall hold a Job Expo where all building administrators will meet with qualified probationary or contracted internal applicants for positions on the known vacancy list. The District shall post the known vacancy list at least five (5) calendar days prior to the Job Expo. Any qualified probationary or contracted bargaining unit member who is interested in a position on the vacancy list will be eligible to meet with the building administrator/designee. In years when the District is facing potential layoffs for licensed staff, the Job Expo may be waived by mutual agreement with the Association.
2. At least five (5) calendar days prior to the beginning of the Job Expo, all members will be notified of their assignments.

3. During the Job Expo, probationary or contracted bargaining unit members who were involuntarily transferred will be given priority to interview for vacancies within matching areas of licensure and qualifications.

4. Members on a plan of assistance for improvement or plan of awareness are not eligible for the Job Expo.

5. A bargaining unit member's attendance at the Job Expo will not be construed by the District as an indication of willingness to be, or interest in being, transferred.

D. Involuntary Transfer

1. For involuntary transfers that occur after the licensed hiring season has commenced, volunteers shall be requested and considered before administrative transfers are initiated unless the reason for the involuntary transfer is initiated by Human Resources to resolve personnel concerns.

2. Administrators will survey bargaining unit members about assignment preferences prior to the Job Expo each year so that bargaining unit member input can be considered before any transfers are made. In making an involuntary transfer, every effort will be made to consider the following factors:

   a. Employee preferences

   b. Grade/subject level experience

   c. Licensure

   d. Relevant training

   e. Bilingual ability

   f. Recency of previous involuntary transfers

   g. Impact on an employee's federally subsidized grant

3. If a bargaining unit member is involuntarily transferred, a conference with the initiating principal will be arranged if requested by the employee to discuss the reasons for the transfer. If requested, the reasons for the transfer will be reduced to writing by the initiating principal, signed by all parties at the conference, and a copy given to the employee.

4. A bargaining unit member shall be notified of a transfer between schools as soon as possible but at least ten (10) days prior to the effective date of the transfer, except in the case of an emergency, necessitated by student or member safety or changes in student enrollment.

5. During the period of time between February and August, if a position at the same site and requiring the same licensure as the position from which a member was involuntarily transferred opens before August 15, the member who was transferred has the right to return to that position in lieu of the District opening it up as a vacancy. This provision does not apply to positions that are substantially different than the position from which a bargaining unit member may have been transferred. An

involuntarily transferred classroom teacher does not have the right to a TOSA position if such a vacancy is posted at their previous site.

6. The conditions in Section D (except D.2) of this appendix will not apply to unit members who accept a job through the Job Expo. Such members will be deemed voluntarily transferred.

7. The provisions of this section do not apply to bargaining unit members transferred as a result of personnel action or initiated by Human Resources as part of a personnel situation necessitating transfer.

E. Vacancies and Posting

1. At the completion of the internal staffing and transfer process, the District will prepare a list of all known vacancies which exist on that date due to employee resignation, retirement, or an approved leave of absence. Before commencing the external hiring season, the District may hire a temporary employee into the position held by that employee unless the position is to be filled by a bargaining unit member returning from leave or being reassigned. If the temporary employee is hired into the position, the position will not be posted. If the position is not filled by the temporary employee, an employee returning from leave, or by an employee being reassigned, it will be posted. The list will be posted externally on the District website.

2. A bargaining unit member may apply for any or all categories of transfers, provided they meet the requirements for each type of transfer. Continuity of evaluation will be a factor in considering transfer applications by probationary employees.

3. Temporary employees may apply and be interviewed for posted vacancies.

4. Principals must interview two (2) contracted or probationary employees for each vacancy, provided at least two (2) apply.

5. Members on a plan of assistance for improvement or plan of awareness are not eligible to apply for vacancies.

6. To be considered, applications for a posted vacancy must be received by the Human Resources Department before the vacancy posting closes. Current employees may apply for specific vacancies through August 30; however, after August 15, they must have the concurrence of their current building principal.

7. A current employee who files timely applications for such vacancies will be given consideration along with other qualified applicants. However, the principal must interview at least two (2) contracted or probationary employees who have applied for a posted vacancy, unless fewer have applied.

8. When the Human Resources Department makes an offer of a specific position, the bargaining unit member will be notified. Any such offer made to a bargaining unit member by the Human Resources Department must be accepted or rejected by the bargaining unit member within twenty-four (24) hours following acknowledged notification by the District. Any such offer made by the Human Resources Department will be confirmed in writing.

F. Selection of Candidates

Selection of a candidate for each position, whether from within or outside the District, shall be at the discretion of the school administration.

G. Information Opportunities

1. The Human Resources Department will establish a yearly meeting for bargaining unit members who are considering a transfer. The purpose of this meeting will be to provide helpful hints for interviewing and for file review. Participation in such a meeting will be entirely voluntary on the part of employees.

2. Upon request by the employee, the Human Resources Department will also make available an individual meeting for any employee in the bargaining unit who has applied for transfer and has not been successful. The purpose of this meeting is to provide the employee feedback as to the reason(s) they did not receive a transfer. It is understood that this meeting will be an attempt to counsel the individual bargaining unit member. The subject of this meeting will not be subject to just cause and/or the grievance procedure. Any request for such a meeting shall be made within a reasonable time after the transfer process is completed.

APPENDIX I

EXTENDED DUTY STIPENDS

Extended Duty Assignment	Proposed Annual Stipend* Amount
Assessment/Testing Coordinator (OSAS, ELPA, PSAT, SAT, ACT)	2.25%
AVID Coordinator - (small program - AHP & Merlo only)	3.25%
AVID Coordinator - (standard program)	5.25%
School-Based Chemical Safety Officer	1.00%
CTE/CTSO (ex. DECA) Leadership Advisor	1.50%
District Lead - Social Worker District Lead - Counselor District Lead - Nurse	7.25% 7.25% 5.25%
Elementary Choir/Music Extracurricular Program	1.00%
Department Chair/Instructional/Grade Level Team Leader	0.75%
Activities Director (2 semesters)	6.75%
Student Orientation/Link Crew Advisor	1.00%
Nurse Mentor, School Psych Mentor, SLP Mentor	0.25%
Science Fair Coordinator	1.00%
SPED Facilitator	4.25%
Summer School District Coordinator - Elem/Middle (60 hour program) Summer School District Coordinator - High School (60 hour program) Summer School Site Coordinator - Elem/Middle (60 hour program) Summer School Site Coordinator - High School (60 hour program)	11.25% 12.25% 7.50% 8.25%
Synergy, Canvas, and SBLS Coordinator	2.50%
TAG Coordinator - Building	1.00%

*Percentages shall be based on the top step of the BA column on the salary schedule.

1. Teachers and licensed specialists may agree to additional work duties beyond their regular job expectations and contractual duties.
2. Work assigned outside of the scope of an employee's salaried position with the agreement of the bargaining unit member may be assigned for a stipend or extra duty hourly pay.
3. Stipend assignments are made by supervisors subject to available funding.
4. Stipends will be divided among staff if more than one (1) person is in the role.



1260 NW Waterhouse Ave., Beaverton, OR 97006

phone 503-356-4500 | fax 503-356-4438

www.beaverton.k12.or.us