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COLLECTIVE BARGAINING AGREEMENT

Between

Beaverton School District No. 48

And

The Beaverton Education Association

July 1, 2003 - June 30, 2006

COLLECTIVE BARGAINING AGREEMENT BETWEEN BEAVERTON SCHOOL DISTRICT NO. 48 AND THE BEAVERTON EDUCATION ASSOCIATION

THIS AGREEMENT ENTERED INTO, December 15, 2003 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".

WITNESS:

Beaverton School District

By: _____
Craig Irwin, Chair

Date: _____

Beaverton Education Association

By: _____
Trisha Parks, President

Date: _____

School District Bargaining Team

Mike Osborne, School Board
Ann Jacks, School Board
Linda Borquist, Administrator
Holly Lekas, Administrator
Carl Mead, Administrator
Janice Adams, Administrator
Chrisann Deurwaarder, Administrator
Nancy Hungerford, Consultant

BEA Bargaining Team

Trisha Parks, BEA President
Hanna Vaandering, Vice President
Mike Quinn, Teacher
Cathy Allen, Teacher
Don Zehrung, Teacher
Vince Jones, Teacher
Jenny Takeda, Teacher
Tom Husted, OEA Consultant

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ARTICLE 1 – STATUS OF AGREEMENT

A. Recognition

The District recognizes the Beaverton Education Association as the exclusive collective bargaining representative with respect to wages, hours, and related conditions of employment as set forth in ORS 243.650-243.782 for all personnel who are employed by the District as teachers, counselors, media specialists, psychologists, nurses, child development specialists, social workers, others currently in the bargaining unit, and new positions consistent with ORS 243.682(1) but excluding all administrative, classified, and supervisory personnel, substitute teachers, and all other employees.

1. Throughout this agreement, "employees" shall mean all unit members. Contract employees shall mean employees who have been employed by the District not less than three successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year. Probationary employee is an employee who has been employed by the District for a period of less than three (3) successive years.

2. The agreement does not confer rights under the Fair Dismissal Law that are not otherwise conferred by the Law.

B. Precedence of Agreement

This Agreement shall take precedence over any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms.

C. Separability

Except as otherwise provided in this Agreement, should any Article, Section or Clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or Clause. Only subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by this Agreement.

D. Negotiations

1. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to the Agreement.

2. The parties agree to negotiate a successor agreement during the 2005-06 school year. The parties will meet prior to December 1, 2005 to discuss the process, timelines, and other related concerns.

E. Copies of Agreement

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

F. Termination of Agreement

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

G. Duration and Effect of Agreement

This agreement shall be effective as of July 1, 2003, and shall continue in effect through the 30th day of June 2006.

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 public information concerning the District.

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 audience time.

C. Association Communication and Business.

1. The Association shall be granted the use of District mail/e-mail service and employee mail boxes for communications identified as Association mail. A copy of all communications to the general membership shall be provided the supervising administrator and Human Resources at the time of distribution.

2. The Association shall have the right to transact official Association business on District property at all reasonable non-student contact times. 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 visiting in a District facility shall notify the facility office of his/her presence. 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. The Association shall have an opportunity, in conjunction with the District's new teacher pre-service orientation meeting, if held, to discuss Association goals, procedures and benefits. If no District wide new teacher orientation is scheduled, in order for the Association to have an opportunity to discuss Association goals, procedures and benefits, the District will provide the names and addresses of newly hired bargaining unit members.

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 in each faculty lounge or employee's dining room. Copies of all materials to be posted on such bulletin boards shall be given to the supervising administrator and Human Resources.

E. Limitations

The communications and transactions described in sections C, D & K shall not create a clear and present danger, as determined by the administrator in charge of the District facility in question, of:

1. Disrupting the education process;

2. Causing unlawful activities;

3. Interfering with the authority of the Board or Administration; or

4. Bringing students into disrespect.

The administrator may require that particular notices or communications not be available to students.

F. Leave for BEA President

1. The president of the Association will be released from his/her 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 Administrator for Certified Personnel in Human Resources by June 1 preceding the leave year. Such leave arrangements must be cooperatively developed with the president, his/her supervisor and the Human Resources Department.

2. The Association shall reimburse the District for the president's salary 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.

4. Upon request, the 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 shall be placed in a similar position for which he or she is qualified.

G. Association Dues

Authorization – Payroll deductions of Association dues shall continue for employees who have previously authorized such deductions and for all employees who do so authorize in accordance with the joint memorandum of agreement ("BEA Automatic Dues Deduction Plan – July 2, 2001"). New authorizations can be turned in to the Payroll Office by the

fifteenth of any month. Any employee wishing to be removed from dues deductions shall be removed, if, but only if, he/she notifies both the Association and the Payroll Office in writing by October 15.

H. Payment in-lieu-of-Dues

1. Any member of the bargaining unit who has not requested payroll deductions of Association dues under Section G of this Article or who has not certified to the District that he/she has paid dues directly to the Association shall be subject to a representation fee as defined in ORS 243.650 (10) and (16) and shall be subject to the provisions of this Section. Such requests for payroll deductions or certification of direct payment of dues shall be made by the fifteenth day of October. The District shall deduct such representation fee as determined by BEA to be in accordance with state and federal requirements, in ten equal parts beginning with the paycheck issued in the month of October. Provided, however, 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 Section H of Article 2, Association Rights 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.

2. The Association shall collect from the District and utilize such payments as determined by ERB and rebate any unexpended funds pursuant to Association rebate procedures in accordance with the requirements of state and federal law.

3. The grievance procedure in Article 4 shall not be utilized to resolve any disputes brought by any member of the bargaining unit which arise out of Section H of this Article.

I. Non-Jeopardy

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

J. Association Leave

The Association shall be allocated one hundred fifty (150) days annually for any reason for which the Association will reimburse the District at the substitute rate. A maximum of ten (10) of these days may be used per year by any single BEA 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-J of the Agreement.

K. 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 Article 4, section B2 will be observed.

L. 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.

M. 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 interest based 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 to him/her a personal loss or injury resulting from a violation or inequity in the application or interpretation of the terms of this Agreement. "Personal loss" or "injury" shall mean that the grievant has been directly affected in a substantive way as a result of the alleged violation of the Agreement.

   A grievance shall not include, and this grievance procedure shall not apply to any of the following:

   a. Any matter as to which the District is without authority to act;

   b. Any proceeding for dismissal or non-extension of permanent teachers or non- renewal of probationary teachers;

   c. Any attempt to change this Agreement provided such changes are not inconsistent with this Agreement;

   d. Evaluations and targets are not grievable except for violations of procedural requirements and timelines contained in the District's Personnel Evaluation Program and ORS 342.850.

2. An "aggrieved" is an employee or class of employees who initiates a grievance, provided that the employee or class must be directly injured as defined above by the conduct complained of in the grievance. An employee not directly affected by a ruling or interpretation of this Agreement is not an injured person as defined above. 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, all employees in a department. Any individual employee or class of employees affected by the grievance may have it adjusted (including the dismissal thereof) without the intervention of the Association if:

   a. The adjustment is not inconsistent with the terms of this Agreement; and

   b. The Association has been given opportunity to be present at the adjustment.

   As an exception to the above, 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 identify the nature of the complaint as required in a) through e) Level I so that the District may respond to the grievance based on the facts of the case. Such grievance shall be filed at Level I and presented to the appropriate administrative authority as defined in Section C-8.

3. The term "days" shall mean working school days. Weekend or vacation days 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 calendar 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 20 calendar days as defined in B.2. either initiate the processing of the grievance or notify the Association and the District's Associate Superintendent for Human Resources 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. Levels

1. LEVEL I – Immediate Supervisor/Principal

   a. Informal Conference

      Since the purpose of this grievance procedure is to settle equitably and informally, if possible, at the lowest possible administrative level, disputes constituting a grievance, a thorough discussion of the claim shall be conducted by the aggrieved and his/her principal or immediate supervisor to seek grounds for the resolution of the problem. Problem solving at the District Level (See Article 2. Section L) may also be used to attempt to resolve the grievance. Failing resolution:

   b. Written Grievance

      In order to be considered and processed beyond the Informal Conference, Level I, each grievance shall have been initiated within 20 days of the occurrence of the cause for complaint, or, if the aggrieved did not have knowledge of said occurrence at the time of its happening, then within 20 days of the first such knowledge.

      In the event the problem has not been resolved at the Level I Informal Conference, the aggrieved shall within five days after the informal conference prepare a written statement of such fact on the form contained in Appendix C constituting the complaint and setting forth: a) the article of the Agreement allegedly violated, b) the nature and extent of the injury or loss, c) the results of previous discussions of the grievance, d) his/her dissatisfaction with the decision rendered at the informal conference, e) the remedy sought; and furnish it to the principal or supervisor, who shall forward the grievance to the Superintendent or designee.

2. LEVEL II – Superintendent or Designee

a. Meeting

Within ten days after receiving the grievance, the Superintendent or designee shall meet with the aggrieved for a thorough discussion of the aggrieved's claim. They shall seek grounds for resolution of the alleged violation.

Within five days of the Level II meeting, the Superintendent or his/her designee shall provide the aggrieved and the Association with a written statement containing the Level II decision and the reasons therefore.

b. Appeal

Within five (5) days of the receipt of the decision at Level II, the aggrieved may file an appeal in writing to Level III with the Superintendent or his/her designee.

3. LEVEL III – School Board

a. Submission of Grievance

The District and the Association (or the employee) may each submit a written summary of the grievance to the Board so that they are normally received at least one working day in advance of the Board meeting at which the grievance will be acted upon. Copies of the material sent to the Board by one party shall be sent to the other party simultaneously.

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 shall act on said appeal on or before the date of its next regular meeting, provided that if it is received less than five days prior to such meeting, it shall act thereon on or before the date of its second regular meeting following such receipt. Its decision shall be written and shall be furnished to the parties forthwith. Failing resolution:

4. LEVEL IV – Arbitration

Definition of Grievances Subject to Arbitration. Insofar as the Board's decision is alleged by the aggrieved to be a violation, misinterpretation or erroneous application of a specific provision of this Agreement, the aggrieved may submit his/her grievance to the Association. The Association shall then 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 five days of the date of the Board's decision, the Association shall notify the Associate Superintendent for Human Resources of its intent to appeal the grievance to arbitration. Thereafter, the representative of the Association and the Associate Superintendent for Human Resources shall meet to prepare a formal statement of the issue to be submitted to the arbitrator. If, after five days from receipt of the notification of intent to appeal, agreement is not reached on the issue to be submitted to the arbitrator, each party may draft its own description of the issue to be arbitrated.

b. Selection of Arbitrator

Within five days of the date of the Association's notification of intent to appeal, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator who will make a commitment to serve. If none has been obtained within said period, then within the following five days either the Association or the Board may request that the American Arbitration Association furnish a list of seven arbitrators, and the selection of the arbitrator shall be in accordance with the voluntary arbitration rules of the AAA, except that if the parties cannot agree upon an arbitrator from the first list submitted, the AAA shall submit up to two additional lists so that a mutually acceptable arbitrator can be selected.

c. Arbitration Hearing

The arbitrator shall confer with the representatives of the parties and hold hearings promptly and shall issue his/her decision not later than 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 to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 violative 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 his/her decision involves only matters subject to arbitration as above defined and is based on substantial evidence, such decision shall be final and binding on the aggrieved, all personnel of the District and the parties of this Agreement.

C. General Procedures

1. The aggrieved, 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 by himself/herself or, may at his/her option, also have a representative of the Association present to represent him/her. The aggrieved 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.

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 aggrieved 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 aggrieved in the investigation of any grievance and, further, will furnish the aggrieved or his/her 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. Any grievance which is not under the jurisdiction of an immediate supervisor shall commence at Level I, with the appropriate administrative authority. If the position held by this administrator or supervisor is above the position described at Level I of this procedure, the procedure shall commence at Level II following the informal conference.

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 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 or evaluations.

11. 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 aggrieved and their designated or selected representatives heretofore referred to in this article.

ARTICLE 5 – JUST CAUSE

A. No employee in the bargaining unit 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 1 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 in Extended Responsibility assignments.

C. Employees 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 – COMPLAINTS CONCERNING EMPLOYEE PERFORMANCE

A. When a complaint about an employee's performance is received by the administration, there shall be an administrator-employee conference in each of the following circumstances:

   1. If the administrator places a record of a complaint received from a parent, citizen of the District, or staff member in the employee's personnel file;

   2. If the administrator uses the parent, citizen, or staff member complaint as a basis of a written judgment of the employee; or

   3. If, in the administrator's judgment, such parent, citizen or staff member complaint is sufficiently relevant to the employee's performance as to indicate the desirability of such conference.

   4. If a student complaint alleges that an employee has committed a criminal act. In such cases, the student shall be identified and a conference held within five working days unless prohibited because of an ongoing investigation by CSD and/or law enforcement. Other student complaints are not subject to the limitations contained in this Article.

B. Only complaints from parents, citizens of the District or staff members which have been discussed with the employee within 30 working days after the complaint is brought to the attention of the District, (or student complaint as identified in 4. above which has been discussed with the employee within five working days after the complaint is brought to the attention of the District) may be used against the employee in any subsequent action brought by the District.

C. If a specific 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.

ARTICLE 7 – TEMPORARY AND PART TIME EMPLOYEES

A. Categories of Temporary Employees

The following categories of employees shall be employed on temporary contracts which shall be valid only for the dates contracted. Upon request, the District will provide BEA with a list of temporary teachers and their date of employment identifying any in positions designated as temporary or experimental under A2 below. In no event shall a temporary contract be valid beyond the completion of the current school year:

1. Employees hired on less than a half-time contract whether for a full or partial school year.

2. Employees who fill positions designated as temporary or experimental.

3. Employees who fill vacancies created by employees going on leave at the beginning of a school year.

4. Employees who fill vacancies which occur after the beginning of a school year and where such employment takes place before the expiration of the first half of the school year and where the length of the employee's contract is for the remainder of the school year.

5. Employees who fill new positions which are 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 where the length of the employee contract is for the remainder of the school semester or longer.

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

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

   c. Employees will defer any contractual early retirement benefits for which they are eligible (Article 18-I) until September of the current year.

   d. At the beginning of the temporary hire, employees 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 employees will, at their request, be considered applicants for vacancies for the following school year.

C. Credit Toward Full Year of Probationary Employment.

1. For the purpose of determining the length of service for a probationary employee (including a temporary employee as defined in Article 7-A) employees employed for 135 consecutive days in any school year shall receive credit for a full year of employment.

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

3. Regarding paragraphs 1. and 2. above, full-time employees shall receive credit for full-time employment and part-time employees (half, but less than full-time) shall receive credit for part-time employment.

D. Leave to Work Part-Time in District.

1. A permanent employee may request a leave in writing from his/her full-time employment to accept non-permanent part-time employment in the District. Such a request shall be for a maximum of one year and shall normally be made by April 1. This leave arrangement, if agreed to by the employee and the District, shall be reduced to writing, specifying the percent of time the employee is to be employed and signed by the employee and the District. Any change to that agreement shall be mutually agreed to in writing, and signed by the employee and the District.

2. The employee shall automatically return to full-time status beginning the first contract day of the school year following his/her leave. While on such leave, an employee shall retain employment rights gained as a full-time permanent employee. Benefits gained while on part-time assignments shall be in accordance with other part-time employees. An employee 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 employee 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 employee on part-time assignment may either apply for full-time leave of absence, or exercise any rights to retention as a full-time employee for which he/she is granted under the layoff provisions contained in Article 13.

ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Required Meetings or Hearings

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

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

   a. Probationary employees may request and shall be entitled to have the presence of an Association representative at an evaluation conference when the employee is placed on a "plan of assistance" and at all subsequent conferences while remaining on such plan.

   b. Permanent employees may request and shall be entitled to have the presence of an Association representative at an evaluation conference at the time an employee is placed on the "intensive" component of the evaluation program a program of assistance for improvement and all subsequent conferences while remaining on such program.

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

B. Evaluation of Students

The employee shall be responsible for determining grades and other evaluations of students within the grading policies of the Beaverton School District based upon the employee's professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without conferring with the employee.

C. Adverse Criticism of Employees

Any adverse criticism of an employee by a supervisor, administrator, or Board member shall be done only through proper channels. Likewise, employees shall use proper channels in criticizing fellow employees, supervisors, administrators, or Board members.

D. Citizenship and Academic Freedom

1. Citizenship – Employees shall be entitled to full rights of citizenship and no religious or political activities of any employees outside the school environment shall be grounds for any discipline or discrimination with respect to the professional employment of such employees providing said activities do not violate any local, state or federal law.

2. Academic Freedom – The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to perform their prescribed teaching function.

E Protection of Employees, Students & Property

1. Reasonable Force – Employees may, within the scope of their employment use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to 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 persons or property.

2. Legal Defense – Whenever any legal action is brought against an employee as a result of the exercise of reasonable force as defined above, the District shall provide legal defense for the employee.

3. Assault – Reimbursement for personal property damage – The District shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of an assault on an employee's person while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

4. Reporting Assaults – Principal or immediate supervisor – Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. The assaulted employee and any witnesses to the assault shall report the details of such assault in writing to the principal as soon as possible thereafter.

F. Working Files and Personnel Files

1. An employee shall have the right, upon request, to review the contents of his/her working file or personnel file and to receive a copy at Board expense of any documents contained therein.

   a. The personnel file shall contain all materials relevant to the employee's employment and shall be the sole official repository of such materials.

   b. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

   c. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her working file or personnel file which he/she believes to be obsolete or otherwise inappropriate for retention.

   d. Said documents will be reviewed by an appropriate administrator and if he/she agrees, they will be destroyed except for any record of disciplinary action or evaluation.

2. No material will be placed in the employee's personnel file unless the employee has had an opportunity to review the materials.

    a. The employee will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature and date to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof.

    b. The employee will also have the right to submit a written response to any material and such response will be reviewed by the Administrator for Certificated Personnel and attached to the file copy.

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

4. Written evidence not previously recorded in the employee's personnel file prior to written notification of dismissal or discipline shall not be used by the Board as a basis for its 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 employee, all materials concerning the complaint and investigation shall be kept in the District personnel office in a separate file accessible only to the Associate Superintendent for Human Resources.

G. Resignation

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

2. The District may accept a resignation from an employee with less than 60 days notice provided that there are extenuating circumstances, written notice has been given, and a replacement is available.

H. Non Discrimination

The provisions of this agreement shall be applied equally to all employees in compliance with the applicable law against discrimination as to race, color, national origin, religion, gender, sexual orientation, age, marital status or disability. Grievances filed under this section shall be the exclusive remedy of any claim of discrimination. Filing of any complaint to any federal or state administrative agency or court shall terminate any rights to proceed under the grievance procedure.

I. Physical Environment

Members may report to the School Safety Committee or administrator any problems with the physical environment of the school (e.g. air, water, noise). When members follow District

procedures for reporting physical environment problems, the District shall apprise the affected members, within 30 days, of the status or disposition of the problem.

J. Employee Information – Members shall not be used to evaluate bargaining unit members.

ARTICLE 9 – CONSISTENT DISCIPLINE

The parties recognize that the primary responsibility for pupil conduct rests with the classroom teacher. In the exercise of that responsibility, a teacher shall observe the following in handling disciplinary problems in the classroom:

A. Imminent Threat – When, in the judgment of the teacher, a student's behavior in the classroom poses an imminent threat to the health, safety or welfare of the other students in the class (which may include extremely disruptive behavior) requiring immediate action by the teacher to prevent harm to members of the class, the teacher shall be authorized to send the student or students causing the disciplinary problem to the principal's office or a designated place for the balance of the class period or, at the elementary schools, until a conference is held as outlined in Section B. Each school shall develop and distribute to all members a plan for how discipline problems will be handled when administrators are absent, including who is in charge.

B. Reinstatement – The student is subject to reinstatement in the class following a conference between the principal or designee, the student, and/or the parent or guardian (where possible), and the teacher if requested by either the teacher or the principal.

C. Juvenile Information – The District will seek to obtain from juvenile authorities available information concerning students enrolled in District schools who have been adjudicated by the criminal law system, and information about the nature of their offense. School officials will set up procedures so that this information will be available, in accordance with the law, to teachers who have "a need to know" as a result of an assignment to teach or supervise the student.

D. Behavioral Information – Within legal parameters, student 504 plans and IEP's (including behavioral goals and required behavioral modifications) will be made available as soon as possible to all teachers assigned to teach students eligible for special education under state and federal law. Teachers with concerns about students with behavioral or health issues shall contact a building administrator.

E. 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 teacher.

F. Consistent Discipline – All schools shall have an annual in-service on the Consistent Discipline Handbook and the school discipline plan (section A above). Members with questions about student discipline may contact their principal.

ARTICLE 10 – PROFESSIONAL WORKING CONDITIONS

A. Work Day

1. The District and the Association recognize that education involves professional obligations.

2. The normal work day for employees shall average eight (8) hours, thirty (30) minutes of which shall be a continuous, duty-free lunch period.

3. Employees may be required to participate in no more than four (4) unpaid evening activities beyond the scheduled work day excluding parent-teacher conferences (described in Article 11-B). However, employees shall not be expected to participate in any such activity on their regular day of worship.

4. Each school's yearly activities shall be scheduled after gathering staff input. The administration shall publish those dates in the school's annual calendar.

5. Scheduled beginning and ending times in each building shall be determined by the District. Employees may make reasonable adjustments to their daily and weekly schedule as necessary to accommodate professional obligations (including Association business) and to meet personal needs.

6. As a professional courtesy, employees should notify the office when adjusting their schedule. Each building will establish a process for notification.

B. Plan Time

Plan time is time during the regular workday used for individual professional responsibilities. Plan time includes individual, team plan time and meetings. Employees shall normally receive not less than the following minimums for each five-day week:

1. All elementary members of the bargaining unit except those included in B-2 below shall receive an average of 675 minutes per week. (K receives 700 minutes). 450 minutes of this time shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes.

2. 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 625 minutes per week, 450 minutes of which shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes.

3. Elementary Counselors shall receive an average of 400 minutes per week.

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

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

6. Special education and ESL teachers, excluding itinerants, shall have plan time as provided to classroom teachers at their grade level. In addition they may consult with their principal about the need for release time due to needs concerning their current caseload.

7. Employees assigned to two or more buildings at the same time will be released from instruction or other duties for the same number of minutes as required in traveling, or shall be paid for travel minutes at their individual hourly rate.

8. Employees shall not be required to attend more than two hours per month of faculty meetings. The agenda for each faculty meeting shall be distributed in advance to allow staff members to make suggestions.

9. Employees shall not be required to attend more than a yearly average of two hours per month of building committee meetings (Excluding team meetings, Site Council and those who receive extended contract as listed in Appendix C).

C. Class Size

1. District Committee (On hold, contingent upon funding.)

   A jointly appointed District Committee with a minimum of six members co-chaired by an Association and District representative shall meet regularly to review class size and related issues.

   a. The Superintendent and the Association President shall jointly provide direction to the District Committee on an annual basis and not later than October 15 each year.

   b. The District Committee shall prepare an annual report recommending additions and/or modifications in District policy, procedures, and practices.

   c. The District Committee shall develop long-range plans, including goals and objectives as well as plans for implementation.

   d. The District Committee shall make recommendations about funding priorities, program modifications through the District's budget process, and guidelines for class size and class makeup. The guidelines will be reviewed regularly and adjusted to improve instruction and to balance the workload of faculty.

   e. The District Committee's recommendations if and when adopted by the District, shall become Board policy or administrative regulation.

2. School Class Size Committee

Each school faculty will nominate and elect employees to serve on a school class size committee to assist the school principal and staff in maintaining equitable class sizes based on numbers of students as well as the makeup of each class.

a. A District Committee will monitor individual class size and class makeup and assist in resolving problems which are beyond the means and/or authority of school committees.

b. A District Ad Hoc Committee will establish guidelines and operating procedures, including the authority and responsibility for all school committees.

c. The duties and responsibilities of the School Class Size Committee shall be transferred to the school's site council if approved by a vote of staff.

D. Instructional Hours

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

2. Employees may appeal schedules which are out of compliance with the agreement. Principals in consultation with their supervisors must bring all schedules into compliance with the agreement.

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

4. During the period July 1, 2003 through June 30, 2006 the District will not increase average student contact time or average instructional minutes at any level (elementary, middle school, high school) beyond the maximum student contact time or instructional minutes of teachers in any building at that level as of 2000-01, unless the BEA and Board agree to an increase. The teacher to student contact minutes shall not exceed a yearly average of 315 minutes per day for elementary members, and 288 minutes per day for middle and high school members. Current tutorial and study hall minutes shall not be converted to an additional instructional class for teachers.

E. Curriculum / Workload Management

1. On a yearly basis each school staff 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 goals, additional training, endorsements, preparation and member workload. The purpose shall be to enable all stakeholders in the school to help manage priorities.

2. Regular meetings shall be held between representatives of the Association and Instruction Division 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.

ARTICLE 11 – WORK YEAR

A. The normal work year shall be scheduled to include a total of 193 contract days apportioned as follows:

1. 175 student days

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

3. Three (3) pre-service days

   a. Each fall prior to the start of the student year, the District and/or school administrator may utilize up to eight of the 24 hours for pre-service. The remaining sixteen hours will be reserved for individual planning and preparation.

   b. School administrators may defer up to four hours of their fall pre-service to be used on grading/assessment days during the school year. However, not more than one hour may be used on any one day.

4. Four (4) grading/assessment days – Grading days (3 trimester and 4 quarter) for the use individual members to grade student work and create report cards. One assessment day (trimester schools) is for members to be engaged in assessment activities as determined by each site staff. Appropriate activities are scoring CIM, CAM, PASS, inputting scores into scorebooks and ESIS, collecting, scoring and recording work samples or communicating with parents about assessment. The date for the assessment day may be exchanged with a staff development day at the discretion of each school staff.

5. Three (3) staff development days, one (1) of which is scheduled before the student school year.

   a. No more than eighteen (18) of these hours during these days (including the half-hour lunch) will be devoted to administrator-scheduled in-service, with the remainder used for team planning directed by employees.

   b. Team planning is defined as planning coordinated by teams/instructional group. The intent of this section is to allow for planning—individual or group—that meets team needs or goals.

6. Three (3) teacher workdays. One (1) of these days shall be scheduled before the student school year and one (1) will be on the October state in-service day (may be taken off-site with prior approval of the administration). Teachers may choose between -

   a. individual work time on site, or

   b. optional staff development at locations throughout the District from which individual teachers may make selections.

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. Half-time kindergarten teachers shall receive the same amount of conference time and conference preparation time as full-time elementary teachers. Full-time kindergarten teachers, who teach a double session, shall receive twice the amount of conference time and conference preparation time as other elementary teachers.

2. Each high school may schedule up to four (4) nights for parent contact/conferences (Unless release time is given, these four (4) nights would be included in the four unpaid nights in Article 10A-3).

3. 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.

ARTICLE 12 – VACANCIES AND TRANSFERS

A. 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 e-mail system.

2. An employee may apply for any or all categories of transfers set forth in Sections B and D 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 permanent and probationary employees are eligible to be transferred between buildings. Temporary employees may apply and be interviewed for openings provided the principal interviews two other employees who are permanent and/or probationary.

B. Specific Transfers

1. An employee not on a Plan of Assistance, Intensive Evaluation Phase, or repeating an evaluation cycle, 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 his/her 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 employees who have requested a specific transfer to that position unless fewer have applied.

4. If the Human Resources Department makes an offer of a specific position to an employee, it will do so by telephone, unless the employee has made other arrangements with the District. Any such offer made to an employee by the Human Resources Department must be accepted or rejected by the employee not later than the end of the second business day following notification by the District. Any such offer made by the Human Resources Department by telephone will be confirmed in writing.

C. Administrative Transfers

1. Employees may request an administrative transfer through their administrator or the Administrator for Certificated 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 staff development for the employee to be implemented throughout the first year.

D. 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.

E. 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.

F. Assistance

1. Employees who transfer shall be allowed released time or extended contract for moving to a new assignment as follows:

    a. If notified of the transfer by June 30, then no time for relocation.

    b. If notified of the transfer by August 14, then one day of time for relocation.

    c. If notified of the transfer after August 14, then two days of time for relocation.

2. The District shall transport the employee's books, materials and other personal belongings related to the assignment.

ARTICLE 13 - LAYOFF AND RECALL

(This Article shall be implemented in accordance with ORS 342.934, as amended.)

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. 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 misassign an employee if the effect is to create a layoff that otherwise would not be necessary or would fail to recall a qualified employee.

3. 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 him/her 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 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 shall be considered to hold a subject area endorsement in the area of the majority of their current assignment. (They 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 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. Secondary teachers who hold regular five-year licenses without an endorsement shall be grouped District-wide according to current assignment. When in the judgment of the District individuals in that group are also qualified to teach another subject area, those teachers will be added to that area grouping.

   Classroom teachers who also hold a "specialty" license/endorsement/level which qualifies them for elementary, middle, or high school assignments will be added to the appropriate grouping their experience and/or license/endorsement/level qualify them for such assignments.

f. Nurses 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.

4. Reductions within each license group described in Section A 3 shall be made on the following basis:

   a. First: Temporary employees within the license/endorsement/level group shall be reduced first.

   b. Then: If further reductions in force are made within that license/endorsement/level group, probationary employees shall be reduced next.

   c. Last: 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.

5. The retention of contract and probationary employees shall be reasonably determined by the District on the basis of license/endorsement/level, seniority and merit.

a. Merit is defined as the overall competency to perform in the employees' primary assignment based on written materials contained in the employee's official personnel file such as special qualifications and experiences and level of training.

b. 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 work day, 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.

c. 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.

6. When two or more employees from the same layoff group are equally qualified by license/endorsement/level, seniority and merit. 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 outlines in Article 13.A5b.

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 permanent employees in that license/endorsement/level group has been exhausted.

c. Full-time employees on layoff may reject part-time employment and retain their recall rights.

4. Probationary employees shall not acquire service toward contract status while layoff.

5. Temporary employees in a license/endorsement/level group may be recalled to temporary positions after the list of permanent 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.

6. Notice of recall shall be sent via certified 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 his/her intent to return and must thereafter report on the starting date specified by the District, providing that this shall not be less than 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.

7. If the employee is under contract with another District and is not released earlier, the employee will have up to 60 days to return without losing recall rights.

8. Permanent and probationary employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven 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 19, for the balance of the school year to contract, probationary, and temporary employees who are laid off. The District will pay the cost of such medical and dental premiums during the first three months of layoff and such coverage may be continued by the employee for the balance of the school year provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.

2. If an employee is laid off between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August.

3. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward developmental leave eligibility, will be restored upon his/her 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 elsewhere in this Agreement.

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 begin again at the place and 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 paragraph B, above, all employees to regular duty promptly upon obtaining funds sufficient to continue normal operations.

ARTICLE 14 - JOB RELATED INJURY OR QUARANTINE

When an employee is absent from work by reason of a compensable injury as defined in ORS 656.005, as amended, incurred in the course of his/her employment with the District, the employee shall receive compensation benefits as provided by law.

ARTICLE 15 - PAID LEAVES OF ABSENCE

A. Sick Leave

1. Definition

"Sick leave" means the illness of an immediate family member or the absence from duty because of illness or non-job-related injury which prevents the employee from working during the normal contract work year.

2. Pregnancy/Childbirth

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

b. This section shall not apply should the employee commence unpaid Parental Leave prior to the time her physician considers her disabled and unable to perform her duties.

c. An employee shall have the right to use paid accumulated sick leave for parental leave during the first 12 weeks after the birth or adoption of a child, reduced by any period of leave taken by the other parent. Such leave shall be subject to Oregon Law. The employee requesting such leave shall give at least 30 days notice except in extenuating circumstances.

3. Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. Sick leave shall accumulate for all employees on the basis of one day's leave for each month worked up to a maximum of 12 days per year. Sick leave shall be credited to each employee on the first day of active employment, and shall consist of one day for each month or major portion thereof on active employment remaining in the employee's regular contract year. Employees will be credited with one 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 employee to the District. Employees shall be responsible for notifying the District of any errors in sick leave accumulation.

4. Extended Sick Leave

Upon expiration of accumulated sick leave, the employee shall be granted additional sick leave compensation according to his/her years of experience within District. The following schedule will apply only once during an employee's career with the District.

a. 1-5 years of District 48 experience: two-thirds salary for five days

b. 6-10 years of District 48 experience: two-thirds salary for ten days

c. 11 or more years of District 48 experience: two-thirds salary for twenty days

Any sick leave days at two-thirds pay used during one of the above periods (e.g., 1-5 years District experience) will be subtracted from the days available during another period (e.g., 6-10 years of District experience). Thus, an employee who used 5 days sick leave at two-thirds pay under this policy during his/her first 5 years of District service would be eligible for an additional 5 days of sick leave at two-thirds pay when he/she reached 6-l0 years of experience with the District.

This additional non-accumulative sick leave shall not apply to the calculation of retirement benefits under ORS 237.153.

5. Abuse of Sick Leave

Any employee who is absent because of illness for five or more consecutive school days or who shows a consistent pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave benefit, may be required by his/her supervisor to file with the Human Resources Department a certificate from his/her physician attesting to such illness. Such physician's certificate may be required during the end of each payroll period during an extended absence.

6. Application to Retirement Benefits

Pursuant to ORS 237.153, the District has requested that the Public Employees Retirement Board add to the gross amount of salary used in determining "final average salary" as defined in ORS 237.003 (12) (for utilization in determining total retirement allowances) the monetary value of one-half of the accumulated unused sick leave of each employee of the District retiring.

B. Emergency and Personal Business Leave

A maximum of five (5) days, non-accumulative leave per year at regular pay, will be allowed for emergencies, critical illness or death of an immediate family member, personal business, child adoption or religious observances which would necessitate an employee's absence from work in accordance with the following provisions:

1. Family Illness/Injury

a. In case of illness/injury of members of the immediate family where death is a distinct possibility, emergency leave will be granted for a maximum of five (5) days.

b. An employee requesting leave due to illness/injury of members of his/her immediate family where, in his/her absence the family member would be left alone if the employee reported to work, the District will allow two (2) days of emergency leave per illness/injury.

2. Bereavement

In case of deaths and funerals of the immediate family members, emergency leave will be granted for a maximum of five (5) days. A maximum of two (2) days of emergency leave will be granted at funerals of persons other than members of the immediate family.

3. Personal Business

a. One (1) day of leave may be taken for personal business that could not be accomplished outside of working hours. Employees are asked to examine all other possibilities before applying for personal business leave.

b. Personal business leave should not be used to extend regular vacations, weekends, or holiday periods.

c. Employees should provide twenty-four (24) hours notice to the building principal or immediate supervisor prior to taking personal business leave.

d. Additional days of personal business leave may be granted by Administrator for Certified Personnel if justified as necessary by the employee.

4. Religious Observances

Up to two (2) days of emergency leave for religious observances may be taken by an employee.

5. Adoption

Up to five (5) days of emergency leave may be taken to make arrangements for the placement of adopted children in the employee's home.

6. Extensions

After exhaustion of the emergency leave to which the employee is entitled, requests for up to an additional five (5) days of emergency leave will be considered for the critical illness or death of an immediate family member which would require a prolonged absence from work.

7. Inclement Weather

Absences caused by inclement weather and other such conditions when the employee is expected to be on the job are considered emergency leave.

8. Definition of Immediate Family

   Immediate family shall mean spouse, same-sex domestic partner, children, parents, grandparents, brothers, sisters, parents of the spouse or same-sex domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.

9. Application Procedure for Emergency Leave
   a. Prior to taking emergency or personal business leave, an employee shall make application for a specified length of time. The application shall be filed with the employee's building principal or immediate supervisor.

   b. In case the nature of the emergency makes this impossible, the statement shall be filed immediately upon return to school.

   c. Emergencies other than sickness or death are to be considered on presentation of sufficient evidence to establish the necessity of the employee's absence.

10. Application for Personal Leave Donation - When a bargaining unit member has used all available paid leave days and needs donated days due to critical illness or injury, the following procedure will be implemented:

    a. The bargaining unit member will notify the Association of the need for sick days. This program will not begin until initiated by the bargaining unit member, and will not interfere with member's extended sick leave entitlement if the member chooses not to participate.

    b. The Association will notify the Administrator for Certified Personnel of the request.

    c. The Association will solicit days from the bargaining unit.

    d. Payroll will process the days as instructed by the District after receiving the information from the BEA President.

11. Guidelines for Personal Leave Donations - In consideration of the extenuating circumstances surrounding the present needs of said individual, donation of personal days from BEA members will be approved with the following understandings, conditions and limitations:

    a. All contributions of personal business days are irrevocable.

    b. All contributions to the bank are voluntary. The district shall be defended and held harmless from any claim arising from honoring the "pooling" in this matter.

c. Each association member who volunteers to donate their personal business day must sign a waiver indicating they are forfeiting their personal business day for that school year.

d. Association members from any building in the district may contribute to this bank.

e. The District is not responsible for any personal tax liability that may be incurred by the donating employee or said member should any liability arise.

f. The maximum number of days that may be collectively donated by association members (at a rate of one day per individual member) is 45 (or the number needed to get the employee to long term disability, whichever is less, minus accrued sick leave and extended sick leave benefit).

g. Collectively, if the association members donate more than the total number of days said employee is in need of, a random drawing will be conducted by BEA to determine the members who will donate their personal business day. Association members whose names are not drawn will not donate days. Items "a" and "c" do not apply to members not selected to donate days.

C. Temporary Military Leave

Time necessary for employees called into temporary active duty of any unit of the United States Reserve shall be granted for a period not exceeding 15 calendar days in any one calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the teacher must file their military orders with the District at least five (5) days before the leave is to commence. In such cases, an employee who has been employed by the District for at least six months prior to the commencement of his/her temporary leave shall be paid his/her regular pay in addition to any pay which he/she receives from the armed services or National Guard.

D. Jury Duty

1. Employees called for jury duty will normally be expected to serve during the period for which they are summoned. A copy of the subpoena shall be filed with the District Human Resources Department.

2. The District may provide a substitute for the days an employee reports for jury duty during the school year in accordance with the established procedure for employee absences. If the regular employee is not on jury duty for the entire school day, he/she must, whenever practical, report at the school for planning or work in the classroom.

3. The District will reimburse the employee for loss of 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 employee from the court for jury duty, less mileage allowance paid by the court, shall be paid to the District by the

employee, unless jury duty occurs during a period for which the employee receives no pay from the District.

4. Excuse from jury duty may be requested for an employee by the District when the service comes during the first months of school, when the absence of the employee for a prolonged period of time would have an unusually adverse affect upon the students, or when in the opinion of the District, the nature of the employee's assignment is such that an adequate substitute is not available.

E. Court Appearances

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

   a. Employees who initiate a cause of action.

   b. Employees 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 expenses allowed by the court or other governmental body derived from such appearances, shall be paid to the District.

F. Temporary Leaves for Professional Activities

1. 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 his/her 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 Administrator for Certified Personnel approximately two 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 employee's building principal or supervisor.

G. Deductible Absences

Employees 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.

H. Insurance on Paid Leaves

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

I. Other Paid Leaves

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

ARTICLE 16 - UNPAID LEAVES OF ABSENCE

A. International and Federal Programs Leave

A leave of absence for one work year may be granted to any employee who has completed three or more years of service with the District, for the purpose of participating full time in exchange programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps, or a cultural travel or work program related to his/her professional responsibilities; provided said employee states in the leave request his/her intention to return to the school system at the expiration of his/her leave. Upon return from such leaves, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period. Upon fulfillment of the requirements of the first year of the approved program, the employee may request and shall be granted one year extension of leave to complete the required length of service.

B. Professional Study Leave

Employees who have gained permanent status, may be granted a leave without pay for activities that will enhance their personal and/or professional growth. Such activities may include study, travel and other reasons as deemed appropriate by the District. Upon return at the expiration of such leave an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the District during such period.

C. Military Leave

Military leave of absence without pay or benefits shall be granted any employee who is drafted or enlists in any branch of the armed services of the United States for the period of his/her induction or initial enlistment. Upon return from military leave within 90 days after he/she is relieved from such
military duty, an employee shall be placed at the same position on the salary schedule as he/she would have had he/she worked in the District during the period of military service.

Any employee who leaves for military duty without completing 135 consecutive days of employment during a school year shall, upon return to an assignment, serve that entire probationary year over, not withstanding 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 child care or adoption. An employee requesting such leave shall give at least 30 days notice except in extenuating circumstances.

2. At the time the leave is requested, the employee will discuss the expected duration of the leave and options to return with The Administrator of Certified Personnel.

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 employee shall, upon request, be reinstated to the same position held when the leave commenced if the leave is less than 60 working days in duration.

5. The employee must notify the Human Resources Department in writing by April 1 of his/her intent to return at the beginning of the subsequent school year.

E. Personal Leave

Upon written request, a permanent employee may be granted a leave of absence for up to one 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 employee 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 the Administrator for Certificated Personnel. The District shall continue to pay health insurance premiums during the three (3) day or less unpaid leave.

Leaves of more than three (3) days requires the approval of the Administrator for Certified Personnel. 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 employee's expense should they 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. An employee 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. An employee returning from such leave shall be given preference for the position he/she held prior to the leave unless the employee waives such right in writing.

3. An employee returning from such leave shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the District during the period of leave.

I. General Provisions for Unpaid Leaves

1. Employees who desire an unpaid leave of absence for any of the above reasons shall submit a written request to the Administrator of Certified Personnel 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. Employees must work at least 135 consecutive days during a school year to be credited with a satisfactory probationary year.

2. Extensions, renewals, or modification of Unpaid Leaves may be granted in extenuating circumstances upon the employee's written request to the Administrator of Certified Personnel and subsequent Board approval. Such leave, if granted, shall be in writing.

3. Employees on leave shall notify the Administrator of Certified Personnel by April 1 prior to the beginning of the next school year of their intent to return from leave. Failure to provide such notice by April 1 or failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Board.

4. All benefits to which an employee was entitled at the time the leave of absence commenced and which are currently in effect for employees, including unused accumulated sick leave, shall be restored upon return. To restore health benefits, employees must re-enroll within thirty (30) days of their return from leave.

5. Group insurance coverage may be continued during the entire leave period up to one year, provided the employee reimburses the District for the applicable premiums during any portion of the leave in which the employee is on an unpaid status unless District paid insurance is required by Family Medical Leave Act. However, employees on International and Federal Program Leave, Military Leave, or who are engaged in other full-time employment in which they are eligible for full-family group medical coverage available through the employer, are not eligible to extend their group insurance through the District.

ARTICLE 17 - TUITION REIMBURSEMENT

A. Credits

1. The District shall reimburse any regularly employed full-time certificated employee up to 12 quarter hours of college credit classes during a three year tuition reimbursement cycle as established in Section B., below, and to be renewed each three years thereafter. Full-time temporary employees will be eligible to receive tuition reimbursement for up to 4 quarter hours of college credit classes for each 3/4 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, course work must meet either of the following requirements specified in a. or b., below, and be approved by the principal and then be submitted by the employee 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 employee is enrolled; or

      (2) College credit courses directly related to the employee's assignment; including those which the teacher chooses to audit.

   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 course work, 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 an employee become certified 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 employees 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 employees 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 employees 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.

ARTICLE 18 - COMPENSATION

(See Appendix A)

A. Salary Placement for employees new to the District

1. New employees (including rehired retirees) shall be placed on the salary schedule based on one step for each year of teaching experience to a maximum of twelve (12) years. For example, a teacher entering his/her sixth (6) year of teaching shall be placed on step six (6).

2. New employees may be placed at a higher level based on unique qualifications, skills, or experience if in the judgment of the Associate Superintendent for Human Resources and Support such placement is justified to match the employee's prior salary. The BEA shall be notified if any new unit member is placed on a step higher than that corresponding to his/her years of experience.

3. A new employee shall be given credit for one year of public elementary or secondary school licensed experience if he/she worked half-time or more for 75% of the days in that school year.

4. 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 employee.

5. Vocational experience (vocationally licensed) may be counted if, in the judgment of the administration, it is directly related to the assignment of the employee.

B. Basic Salaries

1. Schedules

   The basic salaries for the normal work year shall be as set forth in Appendix A-1 and A-2 which is attached to and incorporated into this Agreement. The 2004-05 salary schedule shall be calculated by increasing the 2002-03/2003-04 schedule (with the 18th step first corrected by 1.1%, paid retroactive to July 1, 2003) by 1.0%. The 2005-06 salary schedule shall be calculated by increasing the 2004-05 schedules by the February 2005 annual percentage increase (January 1, 2004 to January 1, 2005) in the Portland-Salem Consumer Price Index for all Urban Consumers (CPI-U). The minimum increase shall be 1% and the maximum increase shall be 3%.

2. Pro-ration of Salary

   Employees who are employed for more or less days than specified in Article 11 shall have their salaries pro-rated. Any adjustment in the length of the work year as defined in Article 11 will result in the corresponding pro-rated adjustment in yearly salary (excluding snow days).

3. Step Increment Eligibility

a. Calculation - Annual salaries shall be calculated based upon each employee being advanced one step each year of the contract.

b. Advancement - The following categories of employees, 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-half year or more.

2) Those who are employed half-time or more but less than full-time provided such employment is for at least 135 days during the regular work year. Such employees contracted for less than a full year shall be responsible for submitting written requests for advancement along with supporting documentation to the Administrator for Certified Personnel.

3) Where an employee 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 135 days or more. Such employees shall be responsible for submitting written requests for advancement along with supporting documentation to the Administrator for Certified Personnel.

4) Service in the District equals 135 regular work year days. Such movement on the salary column shall be effective the next school year following such attainment. Such employees shall be responsible for submitting written requests for advancement along with supporting documentation to the Administrator for Certified Personnel.

5) A temporary employee who previously taught as a long-term substitute in the same assignment at the same school during the same school year may count his/her long-term substituting time in that assignment toward acquiring the required 135 days. Such employees shall be responsible for submitting written requests for advancement along with supporting documentation to the Administrator for Certified Personnel.

c. Grandfathered Employees

Beginning December 17, 1994, employees 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.

d. Equity Adjustments

Effective January 1, 2004, all bargaining unit members who have been determined by the parties to be eligible for a salary adjustment shall be placed on their proper salary step based upon their years of service. Members who wish to appeal their placement must do so no later than March 19, 2004 after which all bargaining unit salary placements under this article shall be considered final and on their proper step.

4. Withholding of Salary Increment for Permanent Employees

   Under the following conditions the District may withhold a salary increment (as defined in Section 3 above) which the permanent employee would have been eligible to receive:

   a. The employee must have been placed on a program of assistance for improvement of the District's Personnel Evaluation and Professional Development Program prior to the beginning of the school year in which the employee would have been eligible to receive the increment. The employee and the Association shall be notified by June 1 of the District's intent to deny the employee a salary increment for the ensuing year.

   b. The District may not withhold such increment for a period of time exceeding two (2) consecutive school years. If at the end of a maximum of two (2) years of increment withholding the employee has not been terminated, the employee shall resume normal eligibility for increment movement on the salary schedule (but not recover increments lost during the preceding years).

   c. The District's intent is to provide a mentor teacher or the equivalent for any permanent employee placed on a program of assistance for improvement.

5. 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 employees who have completed a Master's Degree prior to September 1. The employee must submit appropriate proof of completed degree to Human Resources 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 employees who have completed a Master's Degree prior to February 1. The employee must submit proof of the completed degree to Human Resources by March 1 to be eligible for salary schedule movement retroactive to February 1.

6. Salary Schedule Misplacement

   a. Errors or omissions made by District personnel which result in misplacement on the salary schedule to the disadvantage of an employee shall be fully retroactive.

   b. Errors or omissions made by an employee which result in misplacement on the salary schedule to the disadvantage of the employee 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 District personnel 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 employee so as not to cause undue hardship on the employee.

d. Errors or omissions made by an employee which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive for up to three (3) years. The pay back schedule shall be settled by negotiations with the employee so as not to cause undue hardship on the employee.

C. Outdoor School (Contingent upon reallocation of funding)

In addition to their regular compensation, employees working at Outdoor School shall be paid a stipend equal to one-half percent (.5%) of the maximum bachelor's salary rate for each session of Outdoor School attended during the school year. The stipend shall be pro-rated for time less than the scheduled session.

D. 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 then the current substitute rate (BA + experience). Such days shall be based on a six hour work day.

Required work shall continue to be paid at the prorate per diem rate in accordance with Article 18-B2.

E. Mileage Allowance

1. The District shall reimburse any employee for all reasonable miles driven on behalf of the District required either as part of his or her regularly assigned duties or any special assignment.

   a. Travel to and from classes at a college or university will be excluded unless the employee 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 an employee's own residence will be excluded.

2. The employee shall submit a request for reimbursement on the District's form to his or her 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 employee completed the travel. Reimbursement shall be made by the Business Office within seven (7) 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 employee shall receive the IRS allowed rate.

F. Elementary Activities

Elementary employees with prior approval of the building principal may conduct activities for students which are in addition to the regular school program.

1. Activity stipends shall be mutually agreeable between principal and employee with the concurrence of the Association.

2. Examples of activities include intramurals, choir, and clubs.

3. The parties shall form a joint committee to study and make recommendations for elementary activities to be included in Appendix C-2 Classification for Activity Extended Responsibility Assignments.

G. Psychologists and Evaluation Specialists

Psychologists, and Evaluation Specialists, may receive up to 15 days extended contract at their individual per diem at the District's discretion. By May 15 they shall review the work required to be completed by the end of the fiscal year, including evaluations and other paperwork and consult with their supervisor if they will be unable to complete that work and their other responsibilities. The supervisor will either authorize extra days or provide direction as to how the workload shall be adjusted so that it can be completed by the end of the regular contract year. The supervisor of the psychologist will prepare a report to the Administrator for Certified Personnel, on or about May 15, summarizing the extra days granted and/or modifications in workload authorized.

H. Miscellaneous

1. Notification of Error or Omission

Any employee 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 employee on the form provided by the District.

2. 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

d. Portland Teachers Credit Union

3. Payroll will be distributed by direct deposit.

4. Substituting for Colleagues - When there is a shortage of substitutes the administration may request that a teacher cover additional classes or supervisory duties within the work day. Teachers who consent to such coverage will be compensated at the hourly experienced substitute rate (based on 1/2 hour increments) for the time worked. Teachers are responsible for submitting the appropriate reimbursement forms by the last student day of the school year.

I. Incentive for Retirement under the Public Employees Retirement System (PERS) (eliminated as of June 30, 2004).

1. Eligibility

Retirement may be a viable option for an employee who has become eligible for unreduced retirement benefits under the provisions of PERS. Eligibility, under PERS, is attained at age 58 or with 30 years of credit service in PERS.

Employees who are on Long Term Disability (LTD) are not eligible for early retirement incentive benefits.

When such eligible employee retires under the provisions of PERS prior to age 65 and prior to June 30, 2004, and has completed ten years of continuous service with the District immediately preceding his/her retirement, the employee shall be eligible to receive the following benefits.

2. Benefits

a. Medical and Dental Insurance

1) The retired employee may purchase District medical and dental coverage until the month in which the retired employee reaches age 65 or qualifies for the Federal Social Security Medicare coverage, and/or unreduced Social Security Retirement benefits, whichever is earlier provided the retired employee pays the premium for such coverage in advance.

2) A surviving spouse or same-sex domestic partner of a deceased retired employee may purchase medical coverage under the District's plan until the date he/she is covered under Medicare or reaches age 65, whichever is earlier. The surviving spouse or same-sex domestic partner must pay the premium for such medical coverage in advance.

b. Compensation

1) Employees who retire on or before June 30, 2004 will receive compensation of $700 per month for a period of up to four (4) years, but not later than the month in which the retired employee reaches age 62.

2) The monthly stipend described above shall be paid out to the surviving spouse or same-sex domestic partner of a deceased employee who retired under this early retirement plan. This stipend shall be in the form of a lump sum payment for the amount owed.

c. Employees who retire under the provisions of Article 18-I shall continue to receive compensation in the amount and for the duration specified in the Agreement in effect on the date of their retirement.

3. Insurance Option

For the portion of the monthly stipend, the retiree (retiring under the provisions of Article 18-I) designates for medical/dental insurance, a Section 125 plan option will allow retirees to purchase their medical/dental premiums on a pre-tax basis. Cost of maintaining the Section 125 plan option shall be paid by the participating retirees.

4. Exceptions

At its option, the District may reduce the eligibility requirements in Article 18 section I-1 regarding age and length of service in order to offer incentive for retirement (i.e., 4-year program commencing at the date of early retirement) even though the employee might not be eligible for unreduced PERS retirement benefits.

J. Professional Enhancement (Contingent upon reallocation of funding)

The purpose of the Professional Enhancement Program is to improve instruction of students, to attract, retain, and motivate outstanding employees, to permit and provide additional compensation for employees.

1. The BEA and the District both agree that Staff Development programs that are professionally enhancing for staff members, that they are essential to the implementation of District programs and meeting the needs of students must be a continued commitment.

2. The BEA and the District will appoint a joint task force to redesign PEP to reflect the implementation of staff development needs of staff and reflects the goals and priorities of the District.

3. The District agrees to budget $160,000 each year to fund staff development under Appendix F.

K. Continuing Professional Development

Effective January 15, 2002, 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 20 PDUs; one (1) semester hour equals 30 PDUs. License renewals for the calendar year 2002 require 25 PDUs. Renewals for calendar year 2003 require 50 PDUs. Forms are available, for the purpose of record keeping for year 2004, etc., on the BSD intranet.

ARTICLE 19 - GROUP INSURANCE BENEFITS

A. Health Insurance Programs

For each eligible full-time employee electing to participate, the District shall provide the following:

1. A choice of a Family Medical Plan - one of which shall include an HMO.

2. Life Insurance coverage equivalent to the amount of an employee's basic salary rounded off to the nearest thousand dollars.

3. Full Family Dental Plan.

4. Full Family Vision Care.

B. Premiums and Carrier

1. The coverages described above shall be provided by the carrier(s) selected by the Association, but such selection shall not result in substantial additional management costs by the District. The premiums for coverages provided in Section A shall be paid as follows.

2. During the 2003-04 year, the maximum annual District premium contribution for each full-time employee shall be $522 per month from July 1 through December 31, 2003 and $650 per month commencing January 1, 2004.

3. Commencing July 1, 2004 the maximum annual District premium contribution for each full-time employee shall be $720 per month ($8,640 annually).

4. Commencing July 1, 2005 the maximum annual District premium contribution for each full-time employee shall be $775 per month ($9,300 annually).

5. Employees shall be responsible through payroll deduction for that portion of the premiums which exceed the District contribution. No later than June 1, of each plan year the Association shall determine what plan changes, if any, will be made in any plan to be offered. If a change in carrier is contemplated, the insurance carriers will be determined by a competitive bidding process to be completed by May 15, of each plan year.

6. Coverage for new employees will commence the first of the month following the date of hire (i.e. first day worked) or the month thereafter, provided they complete an application for coverage prior to the time coverage is to go into effect and it is received by the Human Resources Department within 30 days of their date of hire.

C. Termination of Employment and Insurance Coverage

If an employee is terminated prior to the end of a school year, the District's payment of premiums for the employee's coverage shall cease as of the last day of the month he/she is employed.

If an employee 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 employee may enroll in the plan of his/her own choosing subject to the conversion rights provided by the carrier.

D. Temporary and Part-time Employees

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

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

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

3. Those employees (except above 1039 hours for retired teachers) whose assignment exceeds 599 hours must participate in the Public Employee Retirement System (PERS).

E. All matters relating to claims under Fringe Benefit Coverages are excluded from the Grievance Procedure.

F. Insurance Committee

During the term of this Agreement, the Association will actively participate with the District's Insurance Committee. BEA will appoint up to five (5) representatives. The Insurance Committee will study and may recommend to the parties methods to contain costs in the group insurance benefits. Substantive changes are subject to ratification by the School Board and the membership of BEA.

G. Long Term Disability Insurance

1. The Long Term Disability Plan shall provide that during the first 36 months of each period of continuous disability, total disability means the "complete inability, as a result of sickness, accidental bodily injury or pregnancy, to work at your own occupation."

2. The Association shall select the LTD carrier, but such selection shall not result in substantial additional management costs by the District. Employees otherwise entitled to participate in the group insurance plan will be responsible for the cost of LTD through

payroll deductions. The cost per employee will be based on the percentage of payroll times the basic monthly earnings of each employee.

3. The plan in effect during the 1993-94 school year shall be maintained for the duration of this agreement, unless a majority of employees ratify an agreement to modify the plan.

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

5. The District will provide and pay for medical coverage as outlined in Section A to any employee on LTD for up to 36 months. Employees may continue such coverage after this period provided the employee pays the premium for such coverage in advance as allowed by the carrier.

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

H. Section 125: Flexible Spending Account

1. The District agrees to implement and pay the start-up fee for a new pre-tax benefit plan for all employees. The plan will allow employees to defer tax on the maximum income allowed by law and for all the purposes allowed by law.

2. The District Insurance Committee will select and monitor the plan and may recommend modifications as the plan is implemented. Any administrative fee not paid for by the carrier shall be paid by the participating employees. Open enrollment for this option is from September 1 through September 30 of each year.

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 20 - EXTENDED RESPONSIBILITIES

A. Employees may accept assignments to lead student activities sponsored by the District under its extended responsibility program.

B. Determination of the number of extended responsibility positions to be made 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 that 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 year at a time.

D. The Schedule of Extra Pay for Extended Responsibility Assignment is found in Appendix C 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 step in one year. Recommendations for initial placement and successive steps are made by the combined decision of building principals, a Personnel Administrator and, in the case of athletic assignments, by the Administrator of School Support.

   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 pro-rated 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 D-1 and D-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 an Administrator for School Support (for Athletic positions) or a Personnel Administrator (for non-athletic positions), 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 Associate Superintendent for Human Resources.

4. Appeals will be heard annually and must be filed with the Administrator of Personnel 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.

ARTICLE 21 – SITE-BASED DECISION MAKING

A. 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

BACHELORS SCHEDULE		MASTERS SCHEDULE		BACHELORS SCHEDULE		MASTERS SCHEDULE	
2003-04	2003-04	2003-04	2003-04	2004-05	2004-05	2004-05	2004-05
BA STEP	SALARY	MA STEP	SALARY	BA STEP	SALARY	MA STEP	SALARY
1	$30,310	1	$32,907	1	$30,613	1	$33,236
2	$31,214	2	$33,888	2	$31,526	2	$34,227
3	$32,463	3	$35,243	3	$32,787	3	$35,596
4	$33,762	4	$36,655	4	$34,099	4	$37,021
5	$35,112	5	$38,120	5	$35,463	5	$38,501
6	$36,516	6	$39,645	6	$36,881	6	$40,041
7	$37,977	7	$41,231	7	$38,356	7	$41,643
8	$39,496	8	$42,880	8	$39,890	8	$43,309
9	$41,077	9	$44,595	9	$41,487	9	$45,041
10	$42,719	10	$46,379	10	$43,146	10	$46,842
11	$44,429	11	$48,235	11	$44,872	11	$48,716
12	$46,206	12	$50,163	12	$46,667	12	$50,664
13	$48,052	13	$52,170	13	$48,532	13	$52,691
14	$49,975	14	$54,258	14	$50,474	14	$54,800
15	$51,974	15	$56,427	15	$52,493	15	$56,991
16	$54,052	16	$58,684	16	$54,592	16	$59,271
17	$56,215	17	$61,031	17	$56,777	17	$61,641
18	$58,457	18	$63,468	18	$59,041	18	$64,102

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APPENDIX B pg. 1

GRIEVANCE RECORD - GRIEVANCE NO.

For use at Level I

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Name of Administrator: _____ School Telephone 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)

BEAVERTON SCHOOL DISTRICT
APPENDIX B pg. 2

GRIEVANCE APPEAL - GRIEVANCE No.

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)

Appeal to Level IV (Arbitration) _____ Yes _____ No

_____ _____
(Signature - BEA Representative) (Date of Appeal)

APPENDIX C-1

Classification for Athletic
Extended Responsibility Assignments

A. 200-250 Points

Football	233
Basketball	229
Wrestling	212
Track	207

B. 170-199 Points

Baseball/Softball	186
Soccer	180
Swim	177
Volleyball	174

C. 150-169 Points

Trainer	165
Asst. Football	163
Asst. Basketball	160
Water Polo	158

D. 125-149 Points

Asst. Track	145
Asst. Wrestling	138
Asst. Baseball/Softball	131
Cross Country	126
Asst. Soccer	126

E. 100-124 Points

Asst. Swim	124
Asst. Volleyball	122
Asst. Water Polo	111
Tennis	101

F. 75-99 Points

Golf	78

G. 0-74 Points

APPENDIX C-2

Classification for Activity Extended Responsibility Assignments

A. 200-250 Points

High School Band	238
High School Drama (Theater Arts)	201
High School Musical Director	200

B. 170-199 Points

High School Forensics	175

C. 150-169 Points

High School Choral	156

D. 125-149 Points

High School Rally	141
High School Performance Dance	140
High School Dance Team	140
High School Color Guard	140
High School Orchestra	135

E. 100-124 Points

Middle School Drama (Theater Arts)	121
High School Assistant Drama (Theater Arts)	118
Middle School Choral Music	104
Middle School Band	104

F. 75-99 Points

High School Musical-Vocal*	96
High School Assistant Forensics	95
High School Yearbook	91
High School Musical-Orchestra*	87
High School Newspaper	81

G. 0-74 Points

Middle School Orchestra	67
High School Musical-Choreographer*	55
High School Musical-Other*	55
Middle School Memory Book	40

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", "orchestra", or "choreographer" 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.

APPENDIX C-3

Schedule of Extra Pay for Extended Responsibility Assignments

Years of Experience	A	B	C	D	E	F	G
1	(8.3%)	(7.3%)	(6.2%)	(5.2%)	(4.1%)	(3.1%)	(2.1%)
2	(8.5%)	(7.5%)	(6.5%)	(5.4%)	(4.4%)	(3.4%)	(2.3%)
3	(8.8%)	(7.8%)	(6.7%)	(5.7%)	(4.7%)	(3.6%)	(2.6%)
4	(9.1%)	(8.0%)	(7.0%)	(6.0%)	(4.9%)	(3.9%)	(2.8%)
5	(9.3%)	(8.3%)	(7.3%)	(6.2%)	(5.2%)	(4.1%)	(3.1%)

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 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

PROFESSIONAL ENHANCEMENT

(Contingent upon reallocation of funding)

From the $160,000 budgeted by the District for a revised PEP Program under Article 18I:

A. $20,000 will be used by the redesign committee to distribute funds through a redesigned PEP Program that addresses the staff development needs of staff and meets the goals and priorities of the District. (The intent is to focus on staff development--not the historical program of "individually enhancing").

B. $140,000 will be distributed to schools on the basis of an equitable funding formula (i.e. per teacher).

The process for managing the distribution of staff development monies by site councils shall:

1. Fall within the parameters of federal, state, board, contractual, administrative and individual school regulations as stated in the Beaverton Site Based Decision Making Plan Document.

2. Support the District's goals and priorities, as well as each school's vision and mission statements ensure that all stakeholders (staff, parents, community members and student) are engaged in developing staff development priorities

3. Be the result of a consistently applied collaborative decision making process by the whole staff.

4. Recognize the individual stages and needs of certified staff as learners as well as the needs of the staff collectively.

5. Utilize a simple, concise application process which contains time lines for requesting and receiving funds.

6. Include a plan for informing all certified staff of the application process.

7. Encourage the utilization of staff/district expertise in planning and implementing programs and encourage pooling of resources with other schools.

8. Develop a process/plan for communicating individual school plans, options and opportunities.