

## ARTICLE 18: COMPENSATION

(See Appendix A)

### A. Salary Placement for ~~Employee~~ **Bargaining Unit Members** New to the District

1. New **bargaining unit members** ~~employees~~ (including rehired retirees) shall be placed on the salary schedule based on one step for each year of teaching experience completed to a maximum of eighteen (18) years. For example, a teacher entering the sixth (6) year of teaching shall be placed on Step six (6).
2. A new **bargaining unit member** ~~employee~~ shall be given credit for one year of public elementary or secondary school licensed experience in an accredited institution if the **bargaining unit member** ~~employee~~ worked half time or more for 135 of the days in that school year.
3. Experience, other than public elementary or secondary school licensed experience, may be counted if, in the judgment of the administration, it is directly related to the assignment of the **bargaining unit member** ~~employee~~.
4. Vocational and/or non-teaching professional experience will be counted at a ~~3:4~~ **1:1** ratio when the **bargaining unit member** ~~employee~~ worked half-time or more for 135 days of the year if, in the judgment of the administration, such experience is directly related to the Career and Technical Education (CTE) assignment of the **bargaining unit member** ~~employee~~.
5. As a part of the work year, teachers new to ~~the profession~~ **to the district** hired on Step 2 may be required to work **up to five** additional **paid** days prior to the school year. New to the District teachers hired on steps 3-5 may be required to work two additional days prior to the school year.
6. Beginning 2022-23, no member will be placed on Step 1 of the salary schedule.

### B. Basic Salaries

1. Schedules -- See Appendix A

The basic salaries for the normal ~~193~~**194**-day work year for years **2024-2025 and 2025-2026 and 2026-2027** ~~2021-2022~~ shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. ~~Members shall be required to work no more than 193 days during the 2021-22 contract year.~~

~~The basic salaries for the normal 194-day work year for year 2022-2023 and 2023-2024 shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.~~

~~Cost of living increases and recognition retention bonuses:~~

- a. ~~2021-2022~~ **2024-2025: Three Four Nine percent (~~9%~~) (~~3.0%~~ 4.0%) 8.5 (eight and one half percent) cost of living increase retroactive to July 1, 2024. and a \$2,000 recognition bonus retroactive to July 1, 2024. This four percent increase shall account for the addition of a contract day (moving the contract year from 193 to 194) beginning in 2022-23.**
  - b. ~~For the 2021-2022: school year, retroactive pay applies to regular salary pay for all BEA members who are active employees in the Beaverton School District as on May 25, 2022. Staff can expect to see retroactive pay in paychecks in June of 2022. Pay for recognition bonuses will be paid in the June or July payroll.~~
  - e. ~~2022-2023~~ **2025-2026: Seven Three Three and half percent (~~7%~~) (~~3.0%~~ 3.5%) 6.5 (six and a half) percent** cost of living increase and \$1,000 retention bonus to be paid to any employee who has been hired by December 31, 2022, paid in the month of January.
- ~~e.d. 2023-2024~~ **2026-2027** school year: Three Four percent (~~3.0 %~~ 4.0%) cost of living increase.

## 2. Proration of Salary

**Bargaining unit members** employees who are employed for more or fewer 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 (**excluding inclement weather make-up days**) will result in the corresponding pro-rated adjustment in yearly salary (~~excluding snow days~~).

## 3. Step Increment Eligibility

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

- a. Advancement - The following categories of **bargaining unit members** 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):
  - i. Those who are employed full time for 135 days or more during the regular work year.
  - ii. 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.
  - iii. Where an **bargaining unit member** 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.
  - iv. 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.

- v. A temporary **bargaining unit member** 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.
  
- c. Legacy **bargaining unit members** employees  
  
Beginning December 17, 1994, **bargaining unit members** 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.
  
- 4. Master's Degree Change Deadline
  - a. The District shall place on the proper column, retroactively to the first working day of the school year, any **bargaining unit members** employees who have completed a Master's Degree prior to September 1. The **bargaining unit member** employee must submit appropriate proof of completed degree to the Human Resource Department by October 1 to be eligible for movement, or contact the Human Resource Department to explain the nature of the delay.
  
  - b. A second window will be open each year for **bargaining unit members** employees who have completed a Master's Degree prior to February 1. The **bargaining unit member** employee must submit proof of the completed degree to the Human Resource Department by March 1 to be eligible for salary schedule movement retroactive to February 1.
  
- 5. Salary Schedule Misplacement
  - a. Correction of errors or omissions made by the District resulting in misplacement on the salary schedule to the disadvantage of an **bargaining unit member** employee shall be fully retroactive.
  
  - b. Errors or omissions made by an **bargaining unit member** employee which result in misplacement on the salary schedule to the disadvantage of the **bargaining unit member** employee shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resource Department.
  
  - c. Errors or omissions made by the District which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the **bargaining unit member** employee so as not to cause undue hardship on the **bargaining unit member** employee.

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

### C. Extended Work

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

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

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

Required work shall continue to be paid at the prorated per diem rate in accordance with Article 18-B 2. The pay parameters for extended work are detailed in **extra duties stipend appendix Appendix X**, the "Pay Parameters" document found on the District's Intranet.

### D. Outdoor School

In addition to their regular compensation, **bargaining unit members** employees working at Outdoor School shall be paid a stipend equal to ~~one-half percent (.5%) of the maximum bachelor's salary~~ **their hourly rate for each the hours outside of their contractual day for each one percent (1%) of the maximum bachelor's salary for each session of Outdoor School** attended during the school year. The stipend shall be prorated for time less than the scheduled session. If this funding is reduced or eliminated or if stipend costs exceed the funding, the District and Association shall meet to discuss options.

### E. Mileage Allowance

- 1. The District shall reimburse any **bargaining unit member** employee for all reasonable miles driven on behalf of the District required either as part of regularly assigned duties or any special assignment.
  - a. Travel to and from classes at a college or university will be excluded unless the **bargaining**

**unit member** 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 **bargaining unit member** employee's own residence will be excluded.

2. The **bargaining unit member** employee shall submit a request for reimbursement on the District's form to the **bargaining unit member's** employee's immediate supervisor who shall review the request to verify the travel and shall forward the request to the Business Office. Verification means the miles driven were necessary and the **bargaining unit member** employee completed the travel. Reimbursement shall be made by the Business Office within fourteen (14) working days after the voucher has been received.
3. Mileage shall be reimbursed based on the District's mileage chart or, if not listed, at the actual miles driven. The **bargaining unit member** employee shall receive the IRS allowed rate.

#### F. Elementary Activities

Elementary **bargaining unit members** employees, with prior approval of the building principal, may conduct activities for students in addition to the regular school program. **Examples of these activities include intramurals, choir and clubs. Any stipends shall be set forth in the extended duties stipend appendix X.**

- ~~1. Activity stipends shall be mutually agreeable between principal and **bargaining unit member** 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 if elementary activities are included in Appendix C-2 Classification for Activity Extended Responsibility Assignments.~~

#### G. Extended Work for Specialists ~~(Beginning 2022-2023)~~

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

1. Psychologists and **registered** nurses: 5 days guaranteed and up to an additional 5 days may be requested.
2. Counselors: 5 days guaranteed and up to an additional 5 days may be requested. **Any portion of the five guaranteed days may be used during the summer.**
3. Special education teachers, and SLPs: 5 days guaranteed.
4. ELD teachers: 3 days guaranteed and up to an additional 2 days may be requested

When the work occurs during the school year, counselors, special education teachers,

and ELD teachers may choose whether to access these days as extended contract pay or substitute days.

Members shall notify their supervisor of the need for guaranteed days. The following shall apply to any days beyond the guaranteed amount:

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

## H. Miscellaneous

### 1. Payroll Deductions

The District agrees to payroll deductions for the following:

- a. Disability Income plans currently in effect
- b. District approved Tax Sheltered Annuities
- c. District approved Custodial Accounts

### 2. Payroll will be distributed by direct deposit.

### I. **Substitute Coverage Plan**

~~3. 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 workday. Teachers who consent to such coverage will be compensated at the hourly long term 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.~~

- a. When there is a shortage of substitutes the administration may request that a **teacher bargaining unit member** cover additional classes or supervisory duties within the workday. **Teachers Bargaining unit members** who consent to such coverage will be compensated at the hourly long term substitute rate (based on 1/2 hour increments) **their per diem rate** for the time worked. **During pre-service week, worksite administrators and bargaining unit members shall collaborate on a substitute shortage coverage plan. All site-based plans shall include at minimum the following provisions in addition to a plan:**

- i. School administrators shall make their first requests for substitute coverage via email to the entire school-based staff. Staff may volunteer coverage, but no reprisals shall be taken against staff for not volunteering coverage.
- ii. School administrators may request coverage from the District-based non-classroom bargaining unit members rotation schedule after employees are required to be onsite., except in the case of FLEX Online's plan.
- iii. SPED facilitators shall be exempt from being required to be deployed to cover substitute shortage.
- iv. Long-Term substitutes will be considered for substitute shortages in the same manner as the certified member staff they are replacing.
- v. School-based non-classroom bargaining unit members shall not be requested to substitute at their worksite more than once per two weeks.
- vi. When students are reconfigured in the event of an educator shortage in order to allow bargaining unit members to fill sub positions, all safety protocols shall be adhered to.
- b. Additional Compensation for bargaining unit members assisting to cover unfilled classes will be as follows:

  - i. Bargaining unit members who cover recombined classes shall be paid the per diem rate for the number of hours they covered the recombined classes.
  - ii. Bargaining unit members who cover an unfilled sub position on their plan time may submit for pay for the displaced plan time at the per diem rate.
  - iii. Bargaining unit members who assist with unfilled positions by rearranging their work may submit for their per diem rate. When requested by administration, bargaining unit members who cover an unfilled classified paraprofessional II, TIA (technology instructional assistant), LMA (library media assistant) position, or classroom nurse, may submit for their per diem rate. Bargaining unit members must be appropriately trained in order to cover in such situations.
- c. Teachers- **Bargaining unit members** are responsible for submitting the appropriate reimbursement forms by the last student day of the school year.

**I.—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, 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 reflect the goals and priorities of the District.~~
- ~~3. The District agrees to budget \$160,000 each year to fund staff development under Appendix E.~~

#### ~~J.~~ J. Continuing Professional Development

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

#### ~~KK~~ **Registered Nurses Who Earn 60 Credit Hours**

**Registered** Nurses who earn 60 credit hours beyond their Bachelor's degree, which are relevant to their field and approved by the Human Resource Department, shall be moved to the Masters schedule.

#### L. IEP Meetings Outside the Work Day

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

#### M. Position Specific Stipends

~~Starting with the 2022 - 2023 school year,~~ individuals in the following positions shall receive an annual stipend prorated by FTE for that position.

1. School ~~P~~psychologists in the amount of \$2,000.00
2. Speech and ~~L~~anguage ~~P~~athologists in the amount of \$2,000.00
3. Dual ~~L~~anguage ~~C~~lassroom Teacher in the amount of \$2,000.00

#### N. Bilingual Educators



~~Starting with the 2022-2023 school year, e~~ Educators who have proficiency in English as well as a language spoken in the households of at least 5% of the student population shall receive an annual stipend in the amount of \$1,200. Proficiency in a language other than English will be as measured by a District determined assessment. The District will collaborate with the Association in determining appropriate assessments to determine bilingual proficiency.

- O. The parties shall form a task force to study and make recommendations regarding Appendix C. The task force will be charged with developing recommendations for appropriate compensation and job expectations descriptions for elementary activities described in Section F and Appendix C, as needed. At least half of the members of the task force shall be selected by the Association. ~~The task force shall include 6 members. At least three members will be selected by the Association. Three (3) shall be selected by the Association and three (3) selected by the District. The task force shall hold their first meeting no later than September 25th, 2024. Their recommendations will be due to the Association and District bargaining teams no later than April March 15 June 30, 2025 for inclusion in the next fiscal year.~~

## 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 ~~F~~family ~~M~~medical ~~P~~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 ~~F~~family ~~D~~dental ~~P~~plan.
4. Full ~~F~~family ~~V~~vision ~~C~~care.

### B. District Benefits Committee

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

### B C. Premiums and Carrier District Insurance Contribution

1. ~~The coverage 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 coverage~~ for bargaining unit members provided in Article 19-A shall be paid as follows.

- a. Commencing July 1, ~~2024~~ ~~2022~~ the maximum ~~monthly~~ ~~annual~~ District premium contribution for each full-time employee shall be ~~\$1901~~ ~~\$1,826~~ ~~1,751~~ (~~\$22,812~~, annually). **Upon ratification, the District shall pay each employee the difference between this new insurance cap and their individual insurance contribution, if any. This difference shall be paid for each month retroactive to July 1, 2024 in a lump sum to each impacted bargaining unit member and shall be paid within forty-five days of ratification.**
  - b. Commencing July 1, ~~2025~~ ~~2023~~ the maximum ~~monthly~~ ~~annual~~ District premium contribution for each full-time employee shall be ~~\$2031~~ ~~\$2076~~ ~~1,826~~ (~~\$24,372~~ ~~\$24,912~~ ~~28,512~~ ~~23,112~~ ~~21,912~~ annually). **For plan year 2025-26, in the event that the premium for any plan increases more than ten percent (10%) over its 2024-25 amount, within two weeks the parties will commence negotiations regarding the insurance cap, unless waived by mutual consent.**
2. Employees **Bargaining unit members** 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.~~
  3. Coverage for new employees **bargaining unit members** will commence the first **day** of the month following their date of hire (i.e., first day worked) ~~or the month thereafter,~~ provided they complete an application for coverage prior to the **time date**-coverage is to go into effect. **If the bargaining unit member does not apply for coverage before the first day of the month, coverage will begin the first day of the month after the application is submitted. The application for coverage must be** and it is received by the Human Resources Department within 30 days of their date of hire.

#### **E.D. Termination of Employment and Insurance Coverage**

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

If an employee **a bargaining unit member** is terminated between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August. The ~~employee~~ **bargaining unit member** may enroll in the plan of their ~~employee's~~ own choosing subject to the conversion rights provided by the carrier.

**D. E. Temporary and Part-time Employees Bargaining Unit Members**

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

1. Employees **Bargaining unit members** who are employed for less than 1/2 time are not eligible for District group insurance plans or contributions. Employees **Bargaining unit members** who are contracted from 1/2 time to less than 3/4 time are eligible **to** and receive one half of the District contribution and must pay the other half themselves to participate. Employees **Bargaining unit members** who are contracted for 3/4 time or more shall receive full group insurance contributions.
2. Temporary employees **bargaining unit members** who are hired to fill a continuous assignment of more than 1/2 the days in the normal employee **bargaining unit member** work year shall be eligible for group insurance benefits on the same basis as other regularly contracted employees **bargaining unit members**.

**E. F.** All matters relating to claims under insurance 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 up to the first 36 months of each period of continuous disability. ~~Total disability means the "complete inability, as a result of sickness or 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 **Bargaining unit members** otherwise entitled to participate in the group insurance plan will be responsible for the cost of LTD through payroll deductions. The cost per employee **bargaining unit member** will be based on the percentage of payroll multiplied by the basic monthly earnings of each employee **bargaining unit member**.

~~3. The plan in effect during the 2023-24 school year shall be maintained for the duration of this agreement, unless a majority of employees ratify an agreement to modify the plan.~~

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

**4. 5.** The District will provide and pay for medical coverage as outlined in Article 19-A and B to any employee **bargaining unit member** on LTD for a period not to exceed 36 months or when the employee **bargaining unit member** is no longer eligible for the group LTD benefit, whichever occurs first. Employees **Bargaining unit members** may continue such coverage after this period provided the employee **bargaining unit member** pays the premium for such coverage in advance as allowed by the carrier.

**5. 6.** The District will provide benefits as required by law to employees **bargaining unit members** 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~~ **will provide** a new pre-tax benefit plan for all employees **bargaining unit members**. The plan will allow employees **bargaining unit members** to defer tax on the maximum income allowed by law and for all the purposes allowed by law.

2. The District ~~Insurance~~ **Benefits** Committee will ~~select and~~ monitor the plan and may recommend modifications ~~as the plan is implemented.~~

3. Any administrative fee not paid for by the carrier shall be paid by the participating employees **bargaining unit members**. **There will be** An annual open enrollment **opportunity**. ~~will occur September to mid-October.~~

#### 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.