

ARTICLE 8: EMPLOYEE BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES

A. Required Meetings or Hearings

1. Whenever an ~~employee~~ **a bargaining unit member** is required to appear before any administrator or representative of the District concerning the ~~employee's~~ **bargaining unit member's** dismissal, non-renewal, suspension, or written disciplinary action; the ~~employee~~ **bargaining unit member** shall be advised, in advance, of the nature/purpose of the meeting and of ~~their~~ ~~employee's~~ right to have a representative of the Association present at the ~~employee's~~ **member's** request to advise ~~them~~ ~~employee~~ and represent ~~them~~ ~~employee~~ during such meeting or interview. The ~~employee~~ **bargaining unit member** and the administrator shall give advance notice of who the respective representative will be, if any.
2. Evaluation conferences are excluded from the application of Section A-1 except:
 - a. Probationary **bargaining unit members** ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when ~~they are~~ ~~employee is~~ placed on a "plan of assistance" **for improvement** and at all subsequent conferences while remaining on such plan.
 - b. Contract **bargaining unit members** ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when ~~they are~~ ~~employee is~~ placed on an evaluation plan of awareness (**POA**), a plan of assistance for improvement (**PAI**), and all subsequent conferences while remaining on such plan.
 - c. Contract **bargaining unit members** ~~employees~~ shall be placed on an evaluation plan of awareness prior to placement on a plan of assistance **for improvement** except in cases where a ~~contract employee~~ has ~~they~~ **have previously** been on a plan of assistance **within the past eight (8) academic years for related performance issues.**
3. The District will offer to provide a mentor teacher or the equivalent for any contract **bargaining unit member** ~~employee~~ placed on a plan of assistance for improvement.
4. Members shall not be used to evaluate bargaining unit members.

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

B. Evaluation of Students

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

C. Adverse Criticism of Bargaining Unit Members Employees

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

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

D. Citizenship and Academic Freedom

1. Citizenship

~~Employees~~ **Bargaining unit members** shall be entitled to full rights of citizenship and no religious or political activities of any **bargaining unit members** employees outside the school environment shall be grounds for any discipline or discrimination with respect to their professional employment of such employees providing said activities do not violate any

local, state or federal law.

2. Academic Freedom

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

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

1. Reasonable Force **Physical Intervention**

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

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

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

~~Reimbursement for personal property damage—~~ The District shall reimburse **bargaining unit members** ~~employees~~ for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of **actions taken against** ~~an assault on~~ **their** ~~an employee's~~ person **or other intentional act of destruction** while the ~~employee~~ **bargaining unit member** was acting in the discharge of their duties within the scope of their employment. **This language shall not be construed as pertaining to accidental damage from students.**

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

a. Bargaining unit members ~~Employees~~ shall immediately report cases of **harm against their person** ~~assault~~ **or deliberate property damage** suffered by them in connection with their employment to their principal or

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

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

c. The District will annually provide bargaining unit members with notice about utilization of the reporting system.

5. The District shall notify affected **bargaining unit members** ~~employees~~ of any threatening communications received by the District in accordance with ORS 339.327.
6. If the District is in receipt of a threat of harm to a bargaining unit member the member specified in the threat shall be notified by telephone or in person promptly, but not later than 12 hours, after learning of the threat. The superintendent or superintendent's designee shall follow up the notice with a written notification sent within 24 hours after learning of the threat.
7. The District will offer the member a meeting to collaborate and develop a safety plan for the safety of ~~the employees~~ **bargaining unit members** and students.

F. Working Files and Personnel Files

1. In accordance with Oregon law, **bargaining unit member** ~~employee~~ personnel files shall be confidential and shall be open for inspection only to those individuals set forth in policy or pursuant to a lawful subpoena. A ~~an~~ ~~employee~~ **bargaining unit member** shall have the right, upon request, to review the working or personnel file contents and to receive a copy at Board expense of any documents contained therein. In order to review an ~~an~~ ~~employee's~~ **bargaining unit member's** personnel file, 24-hour notice must be given to the Human Resources Department.
 - a. The personnel file shall contain all materials relevant to the **bargaining unit member's** ~~employee's~~ employment and shall be the sole official repository of such materials. Any record of disciplinary action will remain in the physical personnel file. Evaluations will remain in the physical personnel file or in an electronic employee management system. Article 8.F.(2) will apply to any electronic management system utilized by the District. Working file notes will not be placed in the personnel file.

- b. An ~~employee~~ **bargaining unit member** shall be entitled to have a representative of the Association accompany ~~them~~ **employee** during such review.
 - c. At least once every three (3) years, an ~~employee~~ **bargaining unit member** shall have the right to indicate those documents and/or other materials in ~~their~~ **employee's** working file, ~~that~~ **they** ~~employee~~ believes to be inappropriate for retention.
 - d. Said documents will be reviewed by an appropriate administrator in consultation with the Human Resources ~~s~~ Department. If they agree, the documents will be removed.
2. No material other than routine administrative material such as salary placement, work location, classes taught, endorsements, etc., will be placed in the **bargaining unit member's** ~~employee's~~ personnel file unless ~~they~~ **employee** ~~has~~ **have** had an opportunity to review the materials.
- a. The ~~employee~~ **bargaining unit member** will acknowledge the opportunity to review such materials by affixing a signature and date to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof.
 - b. The ~~employee~~ **bargaining unit member** will also have the right to submit a written response to any material and such response will be reviewed by the appropriate Human Resources ~~s~~ administrator and attached to the file copy.
3. Working files used by the principal **or immediate supervisor** to support dismissal or disciplinary action must be reduced to writing and inserted in the **bargaining unit member's** ~~employee's~~ personnel file within one (1) calendar year of the event or be deemed no longer valid.
4. Written evidence not previously recorded in the **bargaining unit member's** ~~employee's~~ personnel file prior to written notification of dismissal or discipline shall not be used by the Board as a basis for action.
5. If a complaint involving possible criminal or ethical violations is investigated and not determined to have merit or sufficient evidentiary support to proceed with any action against the **bargaining unit member** ~~employee~~, all materials concerning the complaint and investigation shall be kept in the District personnel office in a separate file accessible only to the Chief Human Resource Officer.
6. In cases where the District receives a request for information which concerns or involves a **bargaining unit** member(s) of the ~~bargaining unit~~, other than routine information ~~such~~ (e.g. salary, work location, classes taught, etc.), those so affected shall be notified prior to providing such information. The notification shall include the identity of the requesting

party and the information that has been requested and will be provided. This provision shall not apply in situations in which the District has been directed by law enforcement or a governmental agency not to notify the member **bargaining unit member** that a request for information has been made.

G. Resignation

1. ~~Employees~~ **Bargaining unit members** shall have the right to resign without reprisal because of such resignation, provided at least 60 days written notice has been given to the District.
2. The District may accept a resignation from an ~~employee~~ **bargaining unit member** with less than 60 days' notice **at the District's discretion** ~~provided that there are extenuating circumstances, written notice has been given, and a replacement is available.~~

H. Non Discrimination

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

I. Physical Environment

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

Bargaining unit mMembers may report any potential health or safety concerns to the Safety Committee or administrator (e.g. air, water, noise). **If the condition occurs during the workday, the bargaining unit member may work with their administrator to find potential mitigation measures.**

When members follow District procedures for reporting physical environment problems, the District shall apprise the ~~affected members~~ site administrator/designee, who in turn will communicate with the affected member(s) within ~~30 days~~ two weeks of the status or disposition of the problem as well as when there are updates available.

When environmental quality concerns have been reported, following District procedures, the results of any study commissioned by the District will be provided to the administrator and the administrator will communicate with the bargaining unit staff-member who brought the concern forward and other affected bargaining unit members within thirty (30) days of receipt and it will be shared with all staff at the work location, as appropriate.

J. Medical Services to Students

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

K. Job Descriptions

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

L. Personal Life

The personal life of a bargaining unit member is not an appropriate concern of the District unless it interferes with the bargaining unit member's execution of their professional duties, work performance, school operations, student relationships, statutory responsibilities or is otherwise related to their work.

ARTICLE 10: PROFESSIONAL WORKING CONDITIONS

A. Work Day

1. The District and the Association recognize that education involves professional obligations.
2. Unless specifically provided for elsewhere in this Agreement, the work day for **bargaining unit members** employees shall not exceed eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period.
3. **Bargaining unit members** Employees may be required to participate in no more than three (3) unpaid evening activities beyond the scheduled work day excluding parent-teacher conferences (described in Article 11-B). However, **bargaining unit members** employees shall not be expected to participate in any such activity on their regular day of worship.
4. Each school's yearly activities shall be scheduled after gathering staff input. The administration shall publish those dates in the school's annual calendar. **Schedule changes and newly added events will be communicated promptly with as much advance notice as practicable. Administrators will work collaboratively with bargaining unit members if a changed or added event conflicts with an important event in their schedule.**
5. Scheduled beginning and ending times in each building shall be determined by the District. **With approval from their supervisor, bargaining unit members** 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 and to ensure the safety and security of students and staff, employees will notify the office **of approved adjustments to** 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. **Bargaining unit members** Employees shall normally receive not less than the following minimums for each five-day week:

1. All elementary members of the bargaining unit except ~~included in B-2 through B-4~~ **those with specific provisions** below shall receive an

average of 675 minutes per week. 450 minutes of this time shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes. ~~2.~~ Elementary teachers with two half-day sessions shall receive an average of 700 minutes per week.

- ~~2.~~ **3.** Elementary Specialists (Music, Physical Education and Title I teachers, Media Specialists and Itinerants) shall be asked to participate in planning their schedules and shall receive an average of 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.~~ **4.** Elementary Counselors shall receive an average of 400 minutes per week and no less than 200 minutes per week for case management responsibilities.
- ~~4.~~ **5.** Middle School and High School members shall receive an average of 600 minutes of plan time per week; 225 minutes of this time shall be within the regular student day in blocks of not less than 30 minutes.
- ~~6.~~ Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.
- ~~5.~~ **7.** Resource Room teachers shall receive plan time as provided to classroom teachers at their grade level under Section 10-B. In addition, they shall receive 200 minutes per week for case management responsibilities in blocks of no less than 30 minutes.
- ~~6.~~ **8.** English language development teachers, speech language pathologists, and psychologists ~~shall be asked to participate in planning their schedules~~ and shall receive plan time no less than as provided to classroom teachers at their level (elementary, middle, or high) under Section 10.B.
- 7. Specialists and non-classroom bargaining unit members shall be asked to participate in planning their schedules.**
- ~~8.~~ **9. Bargaining unit members** Employees shall not have student supervision responsibilities during their plan and lunch times.
- ~~9.~~ **6. Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.**
- 10. Bargaining unit members** Employees working less than full-time shall have their average plan time minutes prorated based on their FTE. Employees working half-time or more will have at least one block of no less than 30 minutes per work day.
- 11. For bargaining unit members** Employees assigned to two or more buildings on the same day, travel time between worksites will be

embedded within their schedule. If travel time reduces the member's plan time below the contractual minimum, the bargaining unit member will be paid for displaced plan time to meet contractual requirements. The member shall be reimbursed for mileage at the prevailing IRS rate, upon submitting a reimbursement request according to the district process. ~~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.~~

11. 12. Bargaining unit members ~~Employees shall not be required to attend more than **one three** hours of **all-worksite** staff meetings **or committee meetings** per month **on average.** in no more than two separate meetings. BEA and BSD agree one hour of staff meetings per month is a limit, not a target. Recommended practice is to use time for staff meetings conservatively in acknowledgement of the many other demands on staff time. Administrators will seek input for meeting agendas, when possible. Agendas will be distributed in advance.~~

12. 13. ~~Employees shall not be required to attend more than a yearly average of 2 hours per month of collaboratively established building committee meetings. Recommended practice is to use time for committee meetings conservatively in acknowledgement of the many other demands on staff time. Committees will be established **by the administrator(s)** and agreed upon at the beginning of year **with input from the staff.** **Bargaining unit members** Staff shall choose which committee(s) they will participate in. **Agendas for committee meetings will be developed with input from bargaining unit members serving on the committee.**~~

C. Class Size and Caseloads

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

1. District Committee

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

2. School Class Size Committees

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.

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

3. District Staffing Allocation

a. District leadership will meet with the Association president by August 30 to review class sizes. During that meeting, the Association shall be afforded an opportunity to share the Association's input and discuss concerns brought forward by School Class Size Committees.

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

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

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

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

e. The District will provide to the Association a summary of staffing changes made to address class sizes and caseloads.

D. Instructional Hours

1. Principals will notify **bargaining unit members** employees of their work schedule, including plan time, prior to the start of the school year.
2. ~~**Bargaining unit members**~~ Employees may appeal schedules that are out of compliance with the Agreement. Principals in consultation with their

~~supervisors must bring all schedules into compliance with the Agreement.~~

- ~~2.~~ **3.** The District and BEA will bargain any future changes in instructional hours.
- ~~3.~~ **4.** 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 school 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 **and administration** shall engage in a process of review of the priorities for that school year. To be considered are such things as new state and federal curriculum/programs, District priorities, school improvement plans, professional development, endorsements, preparation and member workload. The purpose shall be to enable all stakeholders in the school to help manage priorities.
2. A jointly appointed Special Education Committee, co-chaired by a designee of the Association President and the ~~Executive Administrator for Student Services or~~ **Deputy Superintendent's** designee, and composed of representation from resource room teachers, SLPs, psychologists and specialized program teachers, will meet quarterly to discuss and problem-solve special education topics.
3. The Special Education Department will:
 - a. Review the eligibility evaluation workload of SLPs when requested and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year.
 - b. Review caseloads for psychologists and special education teachers and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year.
4. Elementary building administrators will work with their kindergarten staff to develop a plan for transitioning students into kindergarten. During the first week of school, two student contact days will be set aside for teachers to conduct kindergarten assessments, followed by one day for half of kindergarten students to attend school and one day for the other half of kindergarten students to attend school.
5. Regular meetings shall be held between representatives of the Association

and Teaching and Learning Department administrators to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.

6. A jointly appointed District Professional Development Advisory Committee composed of administrators and teachers and co-chaired by the Association President and the Deputy Superintendent's/- designee shall meet at least monthly to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.
7. The District shall annually provide information for members regarding their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).
- ~~8. A building administrator and an Association representative will sign off annually that the requirements of Article 9-C, Article 9-G, Article 10-C-2-c, Article 10-E-1 and Article 10-E-7 have been fulfilled. A copy will be provided to the District and the Association. The form can be found in Appendix F.~~
9. 8. The District shall provide professional educators **bargaining unit members** at the elementary level with District-required student-facing materials in the language of instruction for all subjects that educators are required to teach students. When available, the District shall provide teacher guides in the language of instruction.

ARTICLE 11: WORK YEAR

A. Normal Work Year Contract Days

1. 174 student days
2. Five (5) paid holidays (Labor Day, Veterans Day, Thanksgiving Day, Presidents Day, Memorial Day)
3. Three (3) pre-service days. Each fall, prior to the start of the student year, the District and/or school administrator may utilize up to eight (8) of the twenty-four (24) hours for pre-service. The remaining sixteen (16) hours, including one entire workday, will be reserved for individual planning and preparation.
4. Four (4) grading/assessment days are for individual **bargaining unit** members to grade student work and create report cards **from a location of their choice**. Assessment days are for elementary members to be engaged in assessment activities as determined by each site staff. Appropriate activities are scoring, inputting scores, collecting, scoring and recording work samples, or communicating with parents about assessment.
5. Eight (8) staff workday/professional development days. These days shall be scheduled as a combination of administrator-directed professional development and collaboration (~~four~~ **five** consecutive hours including lunch) and member-directed work time (~~four~~ **three** consecutive hours). Administrator directed professional development shall be planned in collaboration with the staff, taking into consideration individual, team, building and District needs.
 - a. Two (2) days shall be scheduled before the student school year.
 - b. One (1) day shall be on the October state in-service day (may be taken off-site with prior approval of the administration).
 - c. Four (4) hours of administrator-directed time shall be used for the purpose of establishing a positive school climate and building-wide expectations. These four (4) hours shall be scheduled with input from building staff.
6. **When the district has a late start or early release schedule in place, the specific days identified in this section will not apply. Instead, the days set forth in Sections A.1 and A.5 shall be modified as follows:**
 - a. **Three (3) of the eight (8) staff workday/professional development days shall be converted to student instructional days, for a total of 177.**

- b. Two (2) of the eight (8) staff workday/professional development days shall be converted to exclusively staff workdays.
- c. All other days described in Section A.5 shall remain unchanged.
- d. Four (4) late start/early release periods each year shall be identified by the district as reserved for staff planning purposes, to be used at the discretion of the bargaining unit member.

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

B. Parent-Teacher Conference

1. Elementary and Middle School – Teachers shall participate in parent conferencing as scheduled by the District. No more than two (2) conference days in the fall nor two (2) conference days in the spring will be scheduled. At least two (2) hours of student-free conference preparation time shall be included in the schedule for every day of scheduled conferencing.
2. Each high school may schedule up to three (3) nights for parent contact/conferences (Unless release time is given, these three (3) nights would be included in the three unpaid nights in Article 10-A-3).
3. CTP and ACE – Bargaining unit members shall participate in parent-teacher conferences, student-teacher conferences and family-community contact days as scheduled by the District. No more than two (2) conference/family-community contact days in the fall nor two (2) conference/family-community contact days in the spring will be scheduled. At least two (2) hours of student-free preparation time shall be included in the schedule for every day of scheduled conference/family-community contact.
- ~~3-4.~~ Conference Work Week Maximum – In no case shall the combination of regular workday time and conferences exceed twelve (12) consecutive hours per day and forty (40) hours per week.
- ~~4-5.~~ No staff meetings or required committee meetings will be held during conference week.

C. Emergency Closure

1. If the District closes due to inclement weather or other emergencies, **bargaining unit members shall not lose any pay and** there will be no deduction of sick or personal time off leave (Article 15.A and B herein) with the exception of those who are on extended leave, which shall be defined as an approved leave of more than ten (10) consecutive work days
2. In the event inclement weather or other emergency closures prevent the District from meeting required instructional hours set by ODE, the days ~~will~~ **may** be made up **without additional pay** to ensure compliance.
3. The District shall notify the Association and bargain upon demand in accordance with ORS 243.698 prior to initiating remote **work** learning on inclement weather days.

ARTICLE 17: TUITION REIMBURSEMENT

A. Credits

1. The District shall reimburse any regularly employed full time ~~licensed employee~~ **bargaining unit member** up to 12 quarter hours of college credit classes during a three-year tuition reimbursement cycle as established in Article 17-B below, and to be renewed each three years thereafter. Full time temporary ~~employees~~ **bargaining unit members** will be eligible to receive tuition reimbursement for up to 4 quarter hours of college credit classes for each 135 days or more of a contract year employed by the District during a school year.

NOTE: For institutions on the semester system, each three (3) quarter hours shall be considered equivalent to two (2) semester hours.

2. To be eligible for reimbursement, coursework must meet either of the following requirements specified in Article 17-A-2-a or b below, and be approved by the principal and then be submitted by the ~~employee~~ **bargaining unit member** to the Human Resources Department for final approval in advance of registration.
 - a. (1) Course work must be in advanced degree and/or certification program in which the ~~employee~~ **bargaining unit member** is enrolled; or
(2) College credit courses directly related to the employee's assignment; including those which ~~they teacher~~ chooses to audit; or
(3) Tuition registration for workshops/conferences directly related to the employee's assignment, including those ~~they member~~ chooses to audit. Costs for such workshops and conferences shall not exceed the cost of three (3) college credits at **PSU Portland State University**. Exceptions shall be made for **bargaining unit** members who must maintain required licensure for which the District does not provide professional development (i.e. **e.g.** SLPs). Costs for such workshops and conferences shall not exceed the cost of 12 college credits at **PSU Portland State University**.
 - b. Approved courses, District approved in-service courses and workshops when required by the District and/or specified in the evaluation.
3. Excluded from reimbursement under this Article are: travel, private coursework, and curriculum development, except when a college requires these activities for part of the degree or certification program in which the employee is enrolled or when these activities are specifically required through the District evaluation program.

3. If the District requests or requires that an ~~employee~~ **a bargaining unit member** become licensed or endorsed in an area other than presently held, the District will pay the full tuition at the Portland State University rate after exhaustion of any other tuition reimbursement to which the employee is entitled. This does not include courses taken to maintain certification or to qualify for a change in certification initiated by the employee or required by TSPC.

B. Application for Reimbursement

The period between September 1 and August 31 is considered as a "reimbursement year." Application for reimbursement, a receipt for tuition charges paid and evidence of successful completion of the course (such as grade slips, transcript, verification of completion) must be filed in the Human Resources Department prior to December 1 following the reimbursement year ending August 31. Reimbursement for ~~employees~~ **bargaining unit members** new to the District will not be granted for summer session work taken prior to the effective date of their contracts.

C. Reimbursement Rates

1. The District will reimburse ~~employees~~ **bargaining unit members** the actual cost of tuition at the rate in effect at an accredited college or university where the classes are taken.
2. When a grant or aid is received from a source other than the District, the sum will be subtracted from the District's reimbursement.
3. The number of quarter hours the District will reimburse for less than full time ~~employees~~ **bargaining unit members** will be prorated based upon:
 - a. The portion of the school day worked by the employee, and
 - b. The portion of the school year worked by the employee.

D. Funding

The District will continue to fund the tuition reimbursement program in the same manner that it has in past years. If those funds are exhausted during this Agreement, the District and Association will bargain over possible changes to the tuition reimbursement program, and the professional enhancement program.

E. Reimbursement for Cost of Language Training

1. The District and the Association agree that there is an increased emphasis by the District in the areas of multicultural education, inclusion, and diversity. To this end, the District shall support those ~~employees~~

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

2. The District will reimburse ~~educators~~ **bargaining unit members** for the tuition cost of college-level or other pre-approved courses in non-English languages after exhaustion of the ~~educator's~~ tuition reimbursement set forth in Section A.1. Such reimbursement shall be limited to six quarter credit hours in a three-year cycle, or the equivalent value.

ARTICLE 18: COMPENSATION

(See Appendix A)

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

1. New employees bargaining unit members (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 employee bargaining unit member shall be given credit for one year of public elementary or secondary school licensed experience in an accredited institution if the employee bargaining unit member 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 employee bargaining unit member.
4. Vocational and/or non-teaching professional experience will be counted at a 3:4 1:1 ratio when the employee bargaining unit member 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 employee bargaining unit member.
5. As a part of the work year, teachers new to the district ~~to the profession hired on Step 2~~ may be required to work five additional 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-day work year for year 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 years ~~2022-2023 and 2023-2024~~ **2024-2025, 2025-2026 and 2026-2027** shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement.

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

- a. **2024-2025: Four percent (4%) cost of living increase.** ~~2021-2022: Four percent (4.0%) cost of living increase and a \$2,000 recognition bonus retroactive to July 1, 2021. 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.~~
- b. ~~c.~~ **2025-2026: Four percent (4%) cost of living increase.** ~~2022-2023: Three and half percent (3.5%) 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.~~
- c. ~~d.~~ **2026-2027: Four and one-quarter percent (4.25%) cost of living increase.** ~~2023-2024 school year: Four percent (4.0%) cost of living increase.~~

2. Proration of Salary

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

3. Step Increment Eligibility

- a. Calculation - Annual salaries shall be calculated based upon each employee **bargaining unit member** being advanced one step each year of the contract.
- b. Advancement - The following categories of employees **bargaining unit members**, under contract, shall be advanced the agreed upon step increment on the appropriate salary column (until the stated maximum has been reached except as provided elsewhere in this Agreement):
- 1) Those who are employed full-time for 135 days or more during the regular work year.

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

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

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.

5) A temporary ~~employee~~ **bargaining unit member** who previously taught as a long term substitute in the same assignment at the same school during the same school year may count **their** ~~his/her~~ long-term substituting time in that assignment toward acquiring the required 135 days.

c. Legacy Employees **Bargaining Unit Members**

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

4. Master's Degree Change Deadline

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

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

5. Salary Schedule Misplacement

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

- b. Errors or omissions made by an ~~employee~~ **a bargaining unit member** which result in misplacement on the salary schedule to the disadvantage of the ~~employee~~ **bargaining unit member** shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resources Department.
- c. Errors or omissions made by the District which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year and shall be settled by negotiations with the ~~employee~~ **bargaining unit member** so as not to cause undue hardship on the ~~employee~~ **bargaining unit member**.
- d. Errors or omissions made by an ~~employee~~ **a bargaining unit member** which result in misplacement on the salary schedule to the disadvantage of the District shall be retroactive to the beginning of the school year in which the error or omission is discovered and reported to the Human Resources Department. The pay back schedule shall be settled by negotiations with the ~~employee~~ **bargaining unit member** so as not to cause undue hardship on the ~~employee~~ **bargaining unit member**.
- e. Any ~~employee~~ **bargaining unit member** whose paycheck is less than normal due to an error or omission by the District shall receive an advance in the amount of the proper adjustment within two (2) working days of a written request by the ~~employee~~ **bargaining unit member** on the form provided by the District.

C. Extended Work

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

District or school-related work which normally could have been scheduled during student instructional days will be scheduled at other times whenever possible. Voluntary District or school-related work (curriculum work, team planning, scheduling and similar projects) will be paid at not less than the current substitute rate (BA + experience). Such days shall be based on a six-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 the "Pay Parameters" document found on the District's Intranet.

D. Outdoor School

In addition to their regular compensation, ~~employees~~ **bargaining unit members** working at Outdoor School shall be paid a stipend equal to ~~one-half~~ **one** percent (~~-.5%~~ **1%**) of the maximum bachelor's salary rate for each session of Outdoor

School attended during the school year. The stipend shall be prorated for time less than the scheduled session. If this funding is reduced or eliminated or if stipend costs exceed the funding, the District and Association shall meet to discuss options.

E. Mileage Allowance

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

F. Elementary Activities

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

- ~~1. Activity stipends shall be mutually agreeable between principal and employee **bargaining unit member** 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 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 guaranteed days may be used during the summer with approval by the administrator**
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 ~~T~~ax ~~S~~heltered ~~A~~nnuities
 - c. District approved ~~C~~ustodial ~~A~~ccounts
2. Payroll will be distributed by direct deposit.
3. ~~Substituting for Colleagues~~

I. Substitute Coverage Plan

1. 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.

Worksite administrators and bargaining unit members shall collaborate on a substitute shortage coverage plan. All site-based plans shall be submitted to Teaching & Learning executives by the last Friday of October, and will remain in effect until replaced by the following year's plan. Site-based plans will include at minimum the following provisions in addition to a plan:

- a. **School administrators shall make their first requests for substitute coverage to the entire school-based staff. Staff may volunteer coverage, but no reprisals shall be taken against staff for not volunteering coverage.**
 - b. **Long-term substitutes will be considered for substitute shortages in the same manner as the certified member staff they are replacing.**
 - c. **School-based non-classroom licensed staff shall not be required to substitute during an official sub shortage at their worksite more than 20% of their work time during any given week.**
 - d. **Plans shall attempt to balance the load among all groups of licensed staff to the extent possible.**
 - e. **Licensed staff may be recalled from district-based PD if needed due to a sub shortage at their site.**
 - f. **When students are reconfigured in the event of an educator shortage in order to allow bargaining unit members to fill sub positions, all safety protocols shall be adhered to.**
2. Teachers **Bargaining unit members** who **provide** consent to such coverage will be compensated at the hourly long-term substitute rate (based on 1/2-hour increments) for the time worked. **Additional compensation for bargaining unit members assisting to cover unfilled classes will be as follows:**
- a. **Bargaining unit members who cover recombined classes shall be**

paid the substitute rate for the number of hours they covered the recombined classes.

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

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

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

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

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

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

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

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

4. 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. 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.

K. Nurses Who Earn 60 Credit Hours

Nurses who earn 60 credit hours beyond their Bachelor's degree, which are relevant to their field and approved by the Human Resources Department, shall be moved to the 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 members shall be paid at their per diem rate.

M. Position Specific Stipends

~~Starting with the 2022-2023 school year, i~~ 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~~language Ppathologists in the amount of \$2,000.00
- ~~3. Dual L~~language Gclassroom Tteachers 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 for elementary activities described in Section F. The task force shall include 6 members. 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, 2026 for consideration for inclusion in the next fiscal year.

ARTICLE 19: GROUP INSURANCE BENEFITS

A. Health Insurance Programs

For each eligible full time employee bargaining unit member 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 ~~i~~nsurance coverage equivalent to the amount of ~~an employee's a~~ bargaining unit member'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.

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

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 the month following full ratification and school board approval of this agreement, ~~Commencing July 1, 2022~~ the maximum monthly annual District premium contribution for each full-time employee bargaining unit member shall be \$1,901 (\$22,812 annually) ~~\$1,751 (\$21,012 annually).~~

- b. Commencing July 1, ~~2023~~ **2025**, the maximum monthly annual District premium contribution for each full-time employee bargaining unit member shall be **\$2,001 (\$24,012 annually)** ~~\$1,826 (\$21,912 annually)~~.
- c. **Commencing July 1, 2026, the maximum monthly District premium contribution for each full-time bargaining unit member shall be \$2,101 (\$25,212 annually).**
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.

C. 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.

APPENDIX C-1

CLASSIFICATION FOR ATHLETIC EXTENDED RESPONSIBILITY ASSIGNMENTS

A.	80-110 Points
Football	100
Basketball	97
Baseball	91
Softball	91
Track	91
Wrestling	87
Volleyball	85
Soccer	81

B.	59-79 Points
Cross Country	63
Swim	59

C.	150-169 Points
Asst. Basketball	49.5
Asst. Baseball	46.5
Asst. Volleyball	46.5
Asst. Softball	46.5
Asst. Football	43.5
Tennis	41
Golf	41
Asst. Soccer	40.5
Asst. Wrestling	40.5
Asst. Track	40.5

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

APPENDIX C-2

CLASSIFICATION FOR ACTIVITY EXTENDED RESPONSIBILITY ASSIGNMENTS

A.	80-110 Points
High School Drama (Theater Arts)	100
High School Band	93
High School Drama - Musical	93
High School Choir	91
High School Dance	85
High School Cheer	85

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

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

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

E.	15-24.9 Points
HS Assistant Drama (Theater Arts)	23
Yearbook	19

F.	0-14.9 Points
Middle School Memory Book	9

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

12.9.24 BSD Counter
Appendix C-1, C-2, C-3 as Part of Mediation Package
(with 8, 10, 17, 18, 19, C, Pay Parameters)

two (2) or more schools shall receive a full stipend for each assignment.

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

APPENDIX C-3

SCHEDULE OF EXTRA PAY FOR EXTENDED RESPONSIBILITY ASSIGNMENTS

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

Percentages shall be based on the top step of the BA column of the Salary Schedule.

Appendix Extended Duty Stipends as Part of Mediation Package
(with 10, 11, 17, 18, 19, C, Pay Parameters)

Extended Duty Stipends

Extra Duty Assignment	Proposed Annual Stipend* Amount
Assessment/Testing Coordinator (OSAS, ELPA, PSAT, SAT, ACT, SEED) –stipend for each assessment type	2.25% \$2,186.37
AVID Coordinator - (small program - AHP & Merlo only)	3.25% \$3,158.09
AVID Coordinator - (standard program)	5.25% \$5,101.53
<u>School-Based</u> Chemical Safety Officer	1.00% \$971.72
CTE/CTSO (ex. DECA) Leadership Advisor	1.50% \$1,457.58
District Lead - Social Worker	7.25% \$7,044.97
District Lead - Counselor	7.25% \$7,044.97
District Lead - Nurse	5.25% \$5,101.53
District Mentor TOSA – summer work	7.50% \$7,287.90
Elementary Choir/Music <u>Extracurricular Program</u>	1.00% \$971.72
HS Department Chair/Department Head/ <u>Instructional/Grade Level</u> Team Leader	0.75% \$728.79
HS Leadership Advisor/ASB/Activities Director/Student Government/Link Crew Advisor (2 semesters)	5.25% \$5,101.53

12.09.24 BSD Counter
Appendix Extended Duty Stipends as Part of Mediation Package
(with 10, 11, 17, 18, 19, C, Pay Parameters)

MLD TOSA – summer work	7.50% \$7,287.90
MS WEB/Student Orientation/Link Crew Advisor	1.00% \$971.72
Nurse Mentor, School Psych Mentor, SLP Mentor	0.25% \$242.93
Science Fair Coordinator	1.00% \$971.72
SIRP Coordinator	5.00% \$4,858.60
SPED Facilitator	4.25% \$4,129.81
STAT Coordinator	5.00% \$4,858.60
Summer School District Coordinator - Elem/Middle (60 hour program)	11.25% \$10,931.85
Summer School District Coordinator - High School (60 hour program)	12.25% \$11,903.57
Summer School Site Coordinator - Elem/Middle (60 hour program)	7.50% \$7,287.90
Summer School Site Coordinator - High School (60 hour program)	8.25% \$8,016.69
Synergy, Canvas, and SBLS Coordinator	2.50% \$2,429.30
T & L TOSA – summer work	7.50% \$7,287.90
TAG Coordinator - Building	1.00% \$971.72
Professional Development Planning/Facilitation (excluding TOSAs, Facilitators, and Licensed District Leads)	See document N/A

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

Appendix Extended Duty Stipends as Part of Mediation Package
(with 10, 11, 17, 18, 19, C, Pay Parameters)

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