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Article 18 as Part of Mediation Package with Article 19

## **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 3:1 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: Five percent (5%) cost of living increase, retroactive to July 1, 2024. 2021- 2022: Four percent (4.0%) cost of living increase and a \$2,000 recognition benus 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 paycheeks in June of 2022. Pay for recognition bonuses will be paid in the June or July payroll.
- b. e. 2025-2026: Four and three-quarters percent (4.75%) 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: Five percent (5%) 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 <u>bargaining unit member</u> 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 <u>bargaining unit member</u> who previously taught as a long term substitute in the same assignment at the same school during the same school year may count <u>their</u> <u>his/her</u> long\_term substituting time in that assignment toward acquiring the required 135 days.

# c. Legacy Employees Bargaining Unit Members

Beginning December 17, 1994, employees <u>bargaining unit members</u> 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 <u>bargaining unit</u> <u>members</u> who have completed a Master's Degree prior to February 1. The <u>employee</u> <u>bargaining unit member</u> 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 **Extended Duty Stipend Appendix** "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 ene-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

- The District shall reimburse any employee <u>bargaining unit member</u> 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 <u>bargaining unit member</u> 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 <u>bargaining unit member</u> shall submit a request for reimbursement on the District's form to the <u>employee's bargaining unit member's</u> 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 <u>employee bargaining unit member</u> 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 <u>bargaining unit member</u> 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:

- Psychologists and nurses: 5 days guaranteed and up to an additional 5 days may be requested
- Counselors: 5 days guaranteed and up to an additional 5 days may be requested
- 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 lincome plans currently in effect
- b. District approved **Ttax Ss**heltered **Aannuities**
- c. District approved Ccustodial Aaccounts
- 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. In developing their plan, worksite administrators and bargaining unit members may consider the following options (not in priority order) to cover the school's unfilled substitute positions:

- a. Licensed staff who volunteer for an additional assignment
- b. Classroom teachers with non-assigned periods who accept the additional assignment
- c. Licensed substitutes on site for other assignments directed and deployed by a supervisor
- d. Licensed administrators deployed to help fill positions
- e.Eligible student teachers assigned to cover classes under licensed supervision
- f. Classes or groups canceled to free up licensed staff to fill positions
- g. School staff recalled from District professional development to help fill positions
- h. Classes or groups recombined in order to allow licensed staff to fill positions.
- 2. All site-based plans shall be submitted to Teaching & Learning executives by the last Friday of October, and will remain in effect until replaced by the following year's plan. Site-based plans will include at minimum the following provisions in addition to a plan:
  - a. School administrators shall make their first requests for substitute coverage to the entire school-based staff. Staff may volunteer coverage, but no reprisals shall be taken against staff for not volunteering coverage.
  - b. Long-term substitutes will be considered for substitute shortages in the same manner as the certified member staff they are replacing.
  - c. School-based non-classroom licensed staff shall not be required to substitute during an official sub shortage at their worksite more than 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. <u>Licensed staff may be recalled from district-based PD if needed</u> due to a sub shortage at their site.
  - f. When students are reconfigured in the event of an educator shortage in order to allow bargaining unit members to fill sub positions, all safety protocols shall be adhered to.

- 3. 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 or III, technology instructional assistant (TIA), library media assistant (LMA), or classroom nurse position, may submit for their per diem rate.

    Bargaining unit members must be appropriately trained in order to cover in such situations.

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

- a. District-based non-classroom licensed staff may be deployed as substitutes to cover substitute shortages. Centrally-based licensed staff shall be deployed in a balanced manner in accordance with a plan created in advance by Human Resources. This plan shall be available in writing upon request by the Association. This plan shall also be communicated to worksite administrators across the district within one 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.
- <u>5.</u> Teachers <u>Bargaining unit members</u> 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 metivate 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, individuals in the following positions shall receive an annual stipend prorated by FTE for that position.

- 1. School Ppsychologists in the amount of \$2,000.00
- 2. Speech and Llanguage Ppathologists in the amount of \$2,000.00
- 3. Dual <u>L</u>anguage <u>C</u>lassroom <u>T</u>eachers in the amount of \$2,000.00

# N. Bilingual Educators

Starting with the 2022-2023 school year, e<u>E</u>ducators 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. Extended Responsibilities Task Force

The parties shall form a task force to study and make recommendations regarding Appendix C. The task force will be charged with developing recommendations for defining responsibilities for activities described in Section 18.F and Appendix C, and appropriate compensation for elementary activities described in Section 18.F, based on the work of the prior committee in 2019-20. At least half of the members of the task force shall be selected by the Association. Their recommendations will be due to the Association and District bargaining teams no later than January 31, 2026, for consideration for inclusion in the next collective bargaining agreement.