

**SUBSTITUTE
TEACHER
COLLECTIVE
BARGAINING
AGREEMENT**

Between the

**Beaverton School District and the
Beaverton Education Association**

Beaverton School District

School District Bargaining Team:

- ▶ Sue Robertson – Chief Human Resource Officer
- ▶ Susan Rodriguez - Administrator for Human Resources
- ▶ Erica Marson – Administrator for Human Resources
- ▶ Paul Marietta – Principal
- ▶ Gayellyn Jacobson – Administrator for Fiscal Services

BEA Bargaining Team:

- ▶ Karen Lally – BEA Vice President
- ▶ Cathy Allen – BEA Substitute
- ▶ Charlie Johnson – BEA Substitute

• Substitute Teacher •
Collective Bargaining Agreement Between the
Beaverton School District
and the
Beaverton Education Association

July 1, 2018 – June 30, 2022

THIS AGREEMENT ENTERED INTO JULY 1, 2018 AND BETWEEN THE BEAVERTON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE “ASSOCIATION”, AFFILIATED WITH THE OREGON EDUCATION ASSOCIATION, HEREINAFTER CALLED THE “OEA”, AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE “NEA”, AND THE BEAVERTON SCHOOL DISTRICT, HEREINAFTER CALLED THE “DISTRICT”.


WITNESS:

Beaverton School District

By: 
School Board Chair

Date: 6/21/18

Beaverton Education Association

By: 
President

Date: 6/21/18

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ARTICLE 1

STATUS OF AGREEMENT

A. Recognition

The District recognizes the Beaverton Education Association as the exclusive collective bargaining representative with respect to wages, hours, and conditions of employment for all substitute teachers employed by the Beaverton School District 48, excluding supervisory and confidential employees.

B. Precedence of Agreement

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

C. Separability

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

D. Negotiations

1. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be reduced to writing and signed by the parties as an amendment to the Agreement.
2. The parties agree to negotiate a successor agreement during the 2021-2022 school year. The parties will meet prior to December 1, 2021, to discuss the process, timelines, and other related concerns.
3. The time substitute teachers on the bargaining team spend in negotiations shall count toward the total amount of time required for insurance, salary incentive, experience or days needed for premium pay eligibility. The period spent in negotiations shall not be viewed as a break in a multiple day assignment of the designated substitute teacher.

E. Copies of Agreement

There shall be four signed copies of the final Agreement for the purpose of records. Two shall be retained by the District and two by the Association. The BEA and the District will post the current Agreement on their websites.

F. Termination of Agreement

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

G. Duration and Effect of Agreement

1. This agreement shall be effective as of July 1, 2018 and shall continue in effect through the 30th day of June, 2022.
2. Any provisions with a monetary or budgetary effect are contingent on sufficient funds. Until sufficient funds become available, the compensation and insurance provisions contained in this Agreement in effect during the most recent school year shall continue on a day-to-day basis so long as, in the Board's judgment, there are sufficient funds to operate the schools and provide for all other obligations.
3. It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiations, and that this written Agreement reached as a result represents the total of all understandings between the parties for the contract term. However, informal meetings may be held between the Association and the School Administration to clarify questions of policy, with the understanding that such informal sessions are not to be considered as negotiations.

H. Peaceful Resolution of Differences

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members of the bargaining unit shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the School Board or other School District.

ARTICLE 2

DISTRICT RIGHTS AND RESPONSIBILITIES

A. Scope

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

1. The executive management and administrative control of the school system and its properties and facilities;
2. The selection and assignment of all substitutes.

B. Limitations

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

ARTICLE 3

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A.** The District agrees to meet monthly with the president of the Association or his/her representative(s) to discuss issues and concerns. It is understood that these meetings are not a continuation of negotiations.
- B.** The District will confer with the Association president regarding revisions of the contents of the Substitute Teachers' Handbook.
- C.** The District will mail to the president of the Association a copy of School Board agenda and minutes.
- D.** The District will make available reasonable use of bulletin boards in the faculty rooms of schools. Information of a District-wide concern must first receive the approval of a Human Resources Administrator.

- E. The Association shall have the right to a copy of all available public information concerning the District at no cost to the Association.

- F. The Association shall have the right to transact official Association business on District property at all reasonable times. When meeting rooms or other facilities or services are required, prior notice to and approval of the supervising administrator shall be required. The District may make a reasonable charge when special services are required beyond normal operations.

Any Association representative visiting in a District facility shall notify the facility office of his/her presence.

G. Leave for President

1. The president of the Association will be granted leave if requested by the Association. Requests should be forwarded in writing to the Administrator for Licensed Personnel by June 1 preceding the leave year. Such leave arrangements must be cooperatively developed with the president and Human Resources Department.

2. The Association shall reimburse the District for the president's salary and fixed charges (i.e., retirement, social security, group insurance, and state accident insurance). The Payroll Office shall be responsible for computing the appropriate reimbursement amount and sending a written billing to the Association. Reimbursement by the Association shall be made to the Payroll Office by June 15 of the leave year.

3. During the period of such leaves, sick leave will be accumulated pro rata to the extent of the leave. Leave time shall apply toward all other benefits.

4. Upon request, the president shall be reinstated on the District's master list of substitute teachers.

H. Appointments

The Superintendent will consult with the BEA President who will recommend members to serve on District Task Forces and Committees. In those instances where the BEA is entitled to representation, by contract or policy, the BEA President shall appoint the Association's representatives.

I. Communications

The Superintendent and Association President shall meet regularly to discuss issues of concern to either party. The parties will endeavor to share information so that there is no unnecessary surprise and to engage in interest based problem solving. Other Association and District representatives may be invited to attend.

J. Limitations

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

1. Clear evidence of disruption of the educational process;
2. Causing unlawful activities;
3. Interfering with the authority of the Board or Administration; or
4. Bringing students into disrespect in accordance with Board policy.

ARTICLE 4

ASSOCIATION DUES/PAYROLL DEDUCTION

A. Payroll Deduction

The Association will advise the District prior to October 1 each year of the current amount of dues. Payroll deductions of dues to the Association shall continue for employees who have previously authorized such deductions and for all employees who do so authorize.

1. Monthly Association dues shall be waived for a member in any pay period which the member does not receive any compensation.
2. New authorizations can be turned in to the Payroll Office by the fifteenth of any month. Any employee wishing to be removed from dues deductions shall be removed, if, but only if, he/she notifies both the Association and the Payroll Office in writing by October 15.

B. Fair Share Fee Payers

Any member of the bargaining unit who has not requested payroll deductions of Association dues under Section A of this Article or who has not certified to the District that he/she has paid dues directly to the Association shall be subject to a representation fee as defined in ORS 243.650(10) and (18) and shall be subject to the provisions of this Section.

Such requests for payroll deductions or certification of direct payment of dues shall be made by the first day of October.

The District shall deduct such representation fee, as determined by BEA, in ten equal parts beginning with the paycheck issued in the month of October.

1. Monthly Association Representation fees shall be waived for a substitute teacher in any month which the substitute teacher does not receive any compensation.
2. The Association shall hold the District harmless from any and all claims, order, or judgments against the District as a result of deductions made and transmitted under this Article.
 - a. District shall give timely notice of any claim to the Association.
 - b. District shall cooperate with the Association and its designated counsel in the defense of the claim.
3. The Association shall collect from the District and utilize such payments as determined by ERB and rebate any unexpended funds pursuant to Association rebate procedures in accordance with the requirements of state and federal law.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Citizenship Freedom and Non-Discrimination
 1. Citizenship – Substitute employees shall be entitled to full rights of citizenship and no religious or political activities of any employees outside the school environment shall be grounds for any discrimination with respect to the professional employment of such employees providing said activities do not violate local, state or federal law.
 2. Non-discrimination – The provisions of this Agreement shall be equally applied to all substitute teachers without regard to an individual's actual or perceived race, color, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age or disability or because of an association with any other persons within these protected classes.
- B. The Association will encourage substitute teachers to be available when called.
- C. Substitute teachers are District employees when on assignment. As such, they will receive all materials necessary to perform their jobs and maintain student and staff safety, including keys, electronic access devices and codes. A substitute's signature will be all that is required to secure necessary materials. Login and password privileges will also be provided for utilizing technology hardware and software, as deemed appropriate by the District. Substitutes may utilize personal technological devices in accordance with District guidelines and policies.
- D. The District maintains a personnel file on each substitute teacher. Substitute teachers may review the contents of this file upon request. Requests for such a review must be scheduled in advance through the Human Resources' office. The substitute teacher may have an Association representative present during the file review.

E. Substitutes will be notified by the Human Resources office when a site administrator has made a recommendation for their removal from the building substitute list. Recommendations for removal will only be considered after confirmation the administrator has conducted a preliminary inquiry. Upon request by the individual or the Association, the HR Administrator will inform the substitute of the reasons for the recommended removal. The substitute may request a meeting/phone conference within 5 days of the recommended removal with the HR Administrator. In this meeting, the HR Administrator will share the concerns collected and the substitute will be given the opportunity to provide a rebuttal. The HR Administrator may consult with the site administrator before making a final decision regarding removal. Final removal from the sub list or building may take place after the meeting/phone conference or after this 5 day time period has passed. Should the HR Administrator determine the substitute is able to return to the school, the site administrator will be notified. In this case, a substitute may choose to return to the school. A substitute who is excluded from a school, may request to be returned to that school after the end of the academic year in which the substitute was excluded. Such a request is to be in writing to the HR Administrator. Requests for specific information regarding the exclusion should be made only through Human Resources.

F. Substitutes who have not worked a minimum of five (5) full or half days the previous school year may be removed from the substitute list and must re-apply. Any assignment of four (4) or more hours will count as a full day toward this requirement.

G. Substitute teachers will follow the rules of the building regarding student discipline and will have the same right to administrative assistance and the same responsibilities in maintaining student discipline as regular building staff members. Substitutes must be informed of any students with severe behavioral or medical issues before experiencing student contact. School officials will set up procedures so that information about students with records of violence including weapon violations will be available, in accordance with the law, to members who “need to know” as a result of an assignment to teach or supervise the student.

H. Enforcement of Agreement:

In the event a substitute teacher and/or the Association believe the contract has been violated, the first step in resolving the matter shall be a problem-solving process with the site administrator, the substitute, and the Association representative. If the problem is unresolved, the substitute may initiate a meeting with the HR Administrator. Prior to the meeting, the substitute will be informed of his/her right to have a representative of the Association present at the problem solving meeting. If the problem solving process does not resolve the problem for the substitute teacher and/or the Association, the Association President may submit the grievance in writing to the Chief Human Resource Officer within 15 working days after the facts upon which the grievance is based, first occurred, or first became known to the substitute teacher.

1. If written notice is not served in accord with the time limits listed above, the grievance will be barred, except for instances of continuing grievances (in the sense the act complained of may be said to be repeated from day to day).
2. The written grievance will include a concise summary of the allegations, including reference to the specific contract provisions in dispute and the remedy sought. The written grievance shall be

submitted to the Chief Human Resource Officer, who shall respond within 15 working days.

3. If the employee is not satisfied with the Chief Human Resource Officer's determination, the employee may submit a written request for appeal to the Chief Human Resource Officer within fifteen (15) working days. An impartial panel consisting of 5 individuals: 2 substitutes appointed by the Association President, 2 District employees who are not substitutes appointed by the Superintendent or designee, and a fifth person to be mutually acceptable to the District and the Association. The panel will meet with the employee and the Chief Human Resource Officer within fifteen (15) working days and determine if the contract has been violated. A majority vote of the panel would be necessary to overturn the Administrator's decision.

- I. Between April 1 and the 3rd Monday in April, the District may hire long-term substitutes (into the position held by the substitute, if no one is returning to that position) during the hiring window for temporaries.

ARTICLE 6

PROFESSIONAL WORKING CONDITIONS/ASSIGNMENT

A. Work Day

1. A substitute teacher who is not on contract pay and who is asked to work beyond the regular working day, or to fulfill extracurricular responsibilities for which the regular teacher receives additional compensation, or to return in the evening for parent-teacher meetings or other school activities shall be paid at the hourly rate based upon the daily rate of that substitute teacher's salary category. Substitute teachers who are on contract pay are required to return to school activities which occur beyond the regular working day and which are attended by regular teachers. In such instances, substitutes on contract pay will not receive additional compensation.
2. Substitute teachers are scheduled by the District for a minimum of one-half day (4 hours) with such additional hours (up to 4) actually worked to be paid at a prorated rate (daily rate divided by 8). Pay will be assigned in 30-minute increments. Substitute teachers as signed more than four hours, but less than eight hours, will be compensated for 15 minutes before and 15 minutes after their student contact time. Whenever possible, all substitutes should have 15 minutes to review plans before being directly responsible for students.
3. When professional duties have been accomplished as assigned by the school administrator, and check-out procedures of the school are followed, the substitute may leave with no deduction of pay if it is within an hour of the contracted time.

It is understood that substitutes will remain at their assignment during the student instructional day.

4. If a substitute is called to work in an unfilled teaching position after the first planning week prior to the opening of the school year, the substitute will be eligible for up to 16 hours preparation pay at the contract rate upon administrative approval. This substitute will be paid at the contract rate until a regular teacher is assigned.
5. If a substitute is called with less than 1 hour notice to a full day job and the substitute arrives by the beginning of the school student start time, the substitute will receive 8 hours pay. If a substitute is assigned a job, and it is canceled within 30 minutes of start time, the substitute will receive a minimum of four (4) hours pay or will be assigned to another position if one is available.
6. Substitutes (with a job #) will be paid for the assigned hours as long as they complete the full hours of the job assignment. If school is cancelled after the beginning of the school start time, and the substitute arrives with a job number, the substitute will be paid 4 hours or actual time worked, whichever is greater.
7. Substitute teachers are expected to perform all of the normal duties and assignments of the teacher they are replacing; however, they are not expected under normal circumstances to cover supervisory duties for other teachers present in the building; i.e., recess, bus, cafeteria.

B. Long-Term Substitute Teachers

1. Long-term substitute teachers are teachers on a substitute assignment of ten or more consecutive assigned working days for a given teacher.
2. For all continuing assignments of ten or more consecutive working days, long-term substitute teachers will be paid contract pay retroactive to the first day of the long-term assignment. A continuing assignment is one where the substitute teacher is assigned to replace the same teacher in the same class over a period of ten or more working days. Holidays, teacher work days, assessment days, grading days, staff development days, and days cancelled by the District are included both as days earned toward a long term assignment designation and as paid days within a long-term assignment provided the substitute works the day before and the day following the closure. These five (5) holidays are Labor Day, Veterans Day, Thanksgiving Day, Presidents Day and Memorial Day.
3. Long term substitutes will receive one (1) emergency day during each 10 week assignment. These days are non-accumulative.
4. Sick Leave--Long-term substitute teachers will be granted one full day of sick leave for personal illness for every twenty (20) consecutive full days taught during a given school year. Sick leave days will be prorated for continuing part-time assignments. Accumulated sick leave days may be used only during a continuing assignment of ten days or more after the ten days have been worked. Sick leave cannot be applied toward qualification

for contract pay under a continuing assignment or for fringe benefits; i.e., sick leave is not counted as time worked except for purposes of maintaining eligibility for contract pay where sick leave is taken after ten (10) consecutive days of teaching. One unused day of sick leave may be carried over for use on long-term substitute assignments of ten days or more the following year.

5. Daily contract pay is computed on a yearly salary base, at the substitute's appropriate step and column of the teacher salary schedule, divided by the number of days on the teacher salary schedule. Part-time work, if it involves a continuous teaching assignment, will be paid proportionate daily contract rate after completing ten or more teaching days on that assignment. Where a substitute is assigned on a continuing basis to part of a regular teacher's job and is the sole teacher of that regular teacher's classes to which he/she is assigned, he/she will be granted the contract rate when he/she has completed ten teaching days of continuing instruction.
6. On the date a long term substitute assignment begins, the pay rate that is established is based on received verification of teaching experience (using the District Verification of Experience form) and official transcripts. If later, additional teaching experience and/or official transcripts are received, then pay will be adjusted from that date forward.

ARTICLE 7

PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

A. Professional Development

1. The District and BEA will work collaboratively to develop and schedule relevant substitute training and workshops.
2. The District will provide a 1/2 day in-service at the beginning of each school year, if funding permits.
3. The District may annually require up to 4 hours of online in-service for all substitutes, with no additional compensation.
4. Voluntary attendance will be available for summer professional development, without compensation, based on space availability.
5. Substitute teachers may attend District-sponsored in-service under the same conditions as regular teaching employees if space is sufficient. Substitute teachers may attend building-sponsored in-service upon approval of the principal. Substitutes will not be paid for attendance at these workshops.

6. In addition, the District will sponsor, at the BEA's request, two (2) to three (3) topical in services of approximately 90 minutes each on non-student contact days. This shall be without pay.
7. PDU certificates will be available for all substitute in-service, workshops and relevant training.
8. District will continue to orient newly hired substitutes. The orientation is without compensation.

B. Tuition Reimbursement

1. Substitute teachers who have taught at least sixty (60) days in the District during the immediately preceding school year and who are employed by the District the following year will be eligible to be reimbursed for the tuition cost of up to four (4) graduate level credit hours of District approved course work and/or District approved workshops upon submission of evidence of successful completion.
2. Only coursework and workshops pre-approved by the Human Resources Office are eligible for reimbursement.
3. The dollar amount to be paid by District 48 may not exceed the lesser of the actual tuition costs charged or the Portland State University rate for the quarter in which the courses were taken, or the following maximum amounts to be reimbursed; i.e., same as teachers per credit hour completed.
4. The period between September 1 and August 31 is considered a "reimbursement" year.
5. Application for reimbursement and proof of course completion must be filed in the Human Resources Office prior to December 1 following the reimbursement year ending August 31.
6. The employee must actually pay the tuition out of his/her pocket in order to be reimbursed. (For example, a teacher who attends a class under an NDEA Grant which covers tuition may not receive money from the District for those hours.)
7. Evidence of successful completion - grade slip, transcript, letter from college - must be filed in the Human Resources Office before a request for reimbursement can be processed. Fee receipts are also required due to the variation in tuition charges.
8. Allow at least two weeks after evidence of completion is in the Human Resources Office for the check to be written.
9. Upon the written request of the eligible substitute, the District may approve the accumulation of unused credits for a maximum of three years, provided the substitute teacher continues eligibility and is then available for eighty (80) days of substitute assignments by the District during the year in which the courses are taken.

ARTICLE 8

SALARY

A. For each year of the Agreement compensation for substitutes shall be calculated as follows:

1. During the 2018-19 school year, the substitute daily rate will be \$182.00. During the 2019-20 school year, the substitute daily rate will be \$183.00. During the 2020-21 school year, the substitute daily rate will be 184.00. During the 2021-22 school year, the substitute daily rate will be \$185. If the state minimum substitute daily rate exceeds the BSD rates during any year of this contract, the BSD substitute daily rate shall be adjusted to match the state rate.
2. Premium payment for substitute service to the District: After completing the equivalent of 360 working days of eight hours duration (2880 hours) as a substitute prior to the start of any school year and substitute teachers who are retired teachers from the Beaverton School District: 5% over the amount listed in A1.
3. One hundred fifty (150) full days or the equivalent of 1200 hours in combined full and/or partial days of substitute teaching in Beaverton School District is equal to one-years' experience on the salary schedule when determining contract pay.

*Substitutes who have qualified for the service premium will continue to be paid at this rate in succeeding years as long as they remain available to substitute for the District. A substitute may request to take his/her name off the substitute list for temporary periods of up to one year without losing eligibility for this service premium as long as the District is notified in advance.

B. Work Incentive

1. A substitute teacher who has worked sixty five percent (65%) of the student contact days (full or half days) in the first time period will receive a \$300 cash incentive. A substitute teacher who has worked eighty two percent (82%) of the student contact days (full or half days) in the first time period will receive an additional \$200 cash incentive.
2. A substitute teacher who has worked sixty five percent (65%) of the student contact days (full or half days) in the second time period will receive a \$500 cash incentive. A substitute teacher who has worked eighty two percent (82%) of the student contact days (full or half days) in the second time period will receive an additional \$200 cash incentive.
3. A substitute teacher who has worked sixty five percent (65%) of the student contact days (full or half days) in the third time period will receive a \$700 cash incentive. A substitute teacher who has worked eighty two percent (82%) of the student contact days (full or half days) in the third time period will receive an additional \$200 cash incentive.
4. All incentives will be paid to the member at the completion of the next payroll cycle following the applicable time period. Members may earn incentives in each or all time periods and the earning of such incentives will not be dependent on having worked in another time period. Time periods and corresponding dates mutually agreed to by the district and BEA will be updated annually in the substitute handbook.

- C. Paydays and cut-off dates for payroll periods are determined by the District. Payroll will be distributed by direct deposit, unless a substitute has a proven legal reason they cannot have a direct deposit.

ARTICLE 9

BENEFITS

Benefits for Substitute Teachers

See Memorandum of Understanding (Appendix 1)

A. Health Insurance

1. Substitute Eligibility
 - a. Substitute teachers who have substituted a minimum of sixty (60) full days, or the equivalent of 480 hours in combined full and partial days in the Beaverton School District the previous year are eligible to participate in the District's Kaiser group health insurance plan.
 - b. Retired Beaverton School District teachers who do not qualify for insurance under Article 9, Section 3 (a) who have substituted a minimum of fifty (50) full days, or the equivalent of 400 hours in combined full and partial days in the Beaverton School District the previous year are eligible to participate in the District's Kaiser group health insurance plan.
 - c. Substitute teachers hired January - June who substitute thirty-five (35) or the equivalent of 280 hours in combined full and partial days in the Beaverton School District will be eligible for insurance the following school year. This provision A1 (c) applies only to substitute employees who have not been previously hired a substitute in the District.
 - d. If eligibility is established in a year of substituting and interrupted by a temporary position the following year, eligibility will be retained for the year immediately following the temporary position.
 - e. To establish eligibility, substitute teachers must also sign an agreement at the Human Resources Office that they will be available to substitute in the Beaverton District the entire school year during which coverage is provided and that they will be available to work a minimum of eighty (80) school days during that school year. Failure to complete this availability requirement (except for incapacitating illness, injury or childbirth) when the opportunity for work has been made available, will result in that substitute being ineligible for health insurance coverage in the subsequent year. In any event, any substitute teacher not included in Article 9, A1 (c), must teach a minimum of sixty (60) full days, or the equivalent of 480 hours in combined full and/or partial days each year to be eligible for health insurance the following year.

2. Coverage

- a. For eligible substitutes electing such coverage, the District will pay a total of one-half of the District cap for the level of medical coverage (single, two-party, and family) selected under the Kaiser plan and the District's dental coverage plan. The substitute will pay any premium amount exceeding the District cap.
- b. Eligible substitutes who desire coverage on the plan must complete an application form, submit a check for the 1st month's share of required premiums, and send them to the Human Resources Office by September 30th of each year. Thereafter, the substitute's share of required premiums will be deducted from their pay deposit each month. Substitutes who will not receive a pay deposit in any month, or where their pay deposit after deductions may not cover the substitute's share of required premium, must send their personal check for the required amount to the Human Resources Office, made payable to Beaverton School District 48, no later than the 20th of the month for coverage the following month. This also applies to coverage for July, August and September, if the eligible substitute desires to have coverage extended during these months.
- c. Substitutes enrolled in the Blue Cross medical program as of 6 January 1992, may continue in the Blue Cross medical program as long as they continue to meet the eligibility requirement. For these substitutes the District will continue to pay one-half (1/2) of the District cap for the level of coverage (single, two-party, family) selected under the Blue Cross program. Substitutes who qualify and elect to continue on the Blue Cross medical plan will pay any increase in the monthly premiums beyond the 1991-92 Blue Cross monthly premium.
- d. Substitutes hired before July 1, 2014 who meet the eligibility requirements under the ACA for hours worked during the District's standard measurement period will have a 60 day administrative period to accept or decline the ACA medical coverage offered by the District. Substitutes hired after July 1, 2014 that meet the ACA requirements for hours worked for their initial measurement period (12 month look back from hire date) will have a 30 day administrative period to accept or decline the ACA medical coverage for their first year of employment. After their first year of employment, the measurement period will be aligned with the District's standard measurement period.

3. Retired Teachers

- a. Retired teachers, who have been full-time teachers in the Beaverton School District in the immediately preceding school year, and who are selected by Beaverton School District to sub, will qualify for substitute insurance benefits if they sub for a minimum of 25 full days or 200 hours from September – January. If these criteria are not met, they will no longer receive the substitute's medical benefit until such time as they qualify under Article 9, Section A1 (b).
- b. Retired teachers enrolled in Kaiser medical insurance will have their monthly premium credited by the same amount of dollars allowed for substitute teachers under the Kaiser program. Teachers who are substituting after retiring from the Beaverton School District, who have been enrolled in an insurance program other than Kaiser may continue in that other insurance program until age 65, or Medicare eligible, whichever comes first, and will be provided under this Section the same number of dollars per month as they otherwise would receive towards Kaiser insurance premiums.

B. Insurance Committee

During the term of this Agreement, the Association will actively participate with the District's Insurance Committee. BEA may appoint one substitute teacher representative. The Insurance Committee will study and may recommend methods to contain costs in group insurance benefits. Substantive changes are subject to ratification by the School Board and the BEA substitute teacher members.

C. Section 125: Flexible Spending Account

1. The District agrees to implement and pay the start-up fee for a new pre-tax benefit plan for all employees. The plan will allow employees to defer tax on the maximum income allowed by law and for purposes of the insurance premium payment.
2. The District Insurance Committee will select and monitor the plan and may recommend modifications as the plan is implemented. Any administrative fee not paid for by the carrier shall be paid by the participating employees.

D. Mileage Allowance

1. The District shall reimburse any employee for all reasonable miles driven on behalf of the District required either as part of a substitute teacher's regularly assigned duties or any special assignment.
 - a. Travel to and from classes at a college or university will be excluded unless the employee receives prior written approval.
 - b. Occasional travel to a District meeting or in-service will be excluded unless the meeting or in-service class meets more than three (3) times in any fiscal year.
 - c. Travel to and from a District work site and an employee's own residence will be excluded.
2. The employee shall submit a request for reimbursement on the District's form to his or her immediate supervisor who shall review the request to verify the travel and shall forward the request to the Business Office. Verification means the miles driven were necessary and the employee completed the travel. Reimbursement shall be made by the Business Office within seven (7) working days after the voucher has been received.
3. Mileage shall be reimbursed based on the District's mileage chart or, if not listed, at the actual miles driven. The employee shall receive the IRS allowed rate.

Appendix 1



MEMORANDUM OF UNDERSTANDING

Between the
BEAVERTON SCHOOL DISTRICT
and the
BEAVERTON EDUCATION ASSOCIATION
Effective July 1, 2018 – June 30, 2022

In September 2017, the District implemented ninety (90) minutes of weekly Wednesday early release for the purpose of teacher collaboration. As a result, licensed substitutes' hours were reduced by ninety (90) minutes on Wednesdays, making it more challenging for them to earn insurance benefits as outlined in Article 9 of the Collective Bargaining Agreement.

During 2018 negotiations, the parties agreed to the following Article 9 Benefits adjustments for as long as ninety (90) minutes of weekly early release remains in effect, not to exceed the duration of the 2018-2022 Collective Bargaining Agreement. This memorandum shall not supersede the Collective Bargaining Agreement nor establish a precedent in its interpretation or application, except as specified herein.

Article 9 A. 1.a

Substitute teachers who have substituted a minimum of fifty-three (53) full days, or the equivalent of 425 hours in combined full and partial days in the Beaverton School District the previous year are eligible to participate in the District's Kaiser group health insurance plan.

Article 9 A. 1.b

Retired Beaverton School District teachers who do not qualify for insurance under Article 9, Section 3 (a) who have substituted a minimum of forty-six (46) full days, or the equivalent of 366 hours in combined full and partial days in the Beaverton School District the previous year are eligible to participate in the District's Kaiser group health insurance plan.

Article 9 A. 1.c

Substitute teachers hired January - June who substitute twenty-nine (29) or the equivalent of 234 hours in combined full and partial days in the Beaverton School District will be eligible for insurance the following school year. This provision A1 (c) applies only to substitute employees who have not been previously hired a substitute in the District.

Article 9 A. 3.a

Retired teachers, who have been full-time teachers in the Beaverton School District in the immediately preceding school year, and who are selected by Beaverton School District to sub, will qualify for substitute insurance benefits if they sub for a minimum of twenty-three (23) full days or 183 hours from September – January. If these criteria are not met, they will no longer receive the substitute's medical benefit until such time as they qualify under Article 9, Section A1 (b).

District Goal: WE empower all students to achieve post-high school success.

The Beaverton School District recognizes the diversity and worth of all individuals and groups. It is the policy of the Beaverton School District that there will be no discrimination or harassment of individuals or groups based on race, color, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age, veterans' status, genetic information or disability in any educational programs, activities or employment.



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