

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 licensed substitute ~~teachers~~ **educators** 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 ~~2024-2025~~ **2027-2028** school year. The parties will meet prior to ~~December 1, 2024,~~ **December 1, 2027** 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, ~~2022~~ 2025, and shall continue in effect through the 30th day of June, ~~2025~~ 2028.
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.