

# **AGREEMENT**

**BETWEEN THE**

**BEAVERTON SCHOOLS BOARD OF EDUCATION**

**and the**

**BEAVERTON EDUCATION ASSOCIATION**

**THIS CONTRACT IS IN EFFECT UNTIL JUNE 30, 2025**

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## **AGREEMENT BETWEEN BEAVERTON SCHOOLS**

**AND**

## **BEAVERTON EDUCATION ASSOCIATION**

This Agreement is entered into by and between the Board of Education of Beaverton Schools, Beaverton, Michigan, hereinafter called the "Board", and the Beaverton Education Association, hereinafter called the "Association."

### **GENERAL STATEMENT OF POLICY**

- A. The Board of Education of the Beaverton Schools and the Beaverton Education Association agree that the development and implementation of a high-quality instructional program is a joint responsibility. It is further agreed that the best way to discharge the joint responsibility is through close consultation among the Board, the Administration and the teaching staff speaking through their elected representative (Association).
- B. Since these groups have the same goal of providing the best possible education for all students enrolled in the schools, relationships must be established which are based upon these high ideals, common interest and the proposition that education is a public trust and a professional calling.
- C. The Association agrees that the Board has final authority in all such matters.

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional certificated personnel, but excluding superintendents, assistant superintendents, business managers, principals, assistant principals, community school director, school social worker, school nurse, and school psychologists, and other supervisory personnel. The term "teacher", when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

## **ARTICLE I - TEACHER'S RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under Michigan General School Laws. The rights granted to teachers within this Agreement shall be deemed to be in addition to those provided in the general school laws.
- B. Pursuant of Act 379 of the Public Acts of 1965, the Board and the Association hereby agree that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection or to refrain from such activities. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States. The Board and the Association hereby agree that they will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance or the lack of such activities.
- C. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such a public agency.
- D. With prior approval of the building principal, the Association and its members shall have the right to use a room within a school building at any reasonable hour for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. A bulletin board in the teacher's lounge and other established media of communication shall be made available to the Association.
- E. The Board agrees to make available to the Association in response to a specified request, information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- F. It is expressly understood that the Board shall not be required to furnish to the Association or teachers, information from college placement offices. However, each teacher shall be informed of any additional information added to his/her file.

## **ARTICLE II - BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while performing assigned duties.
  2. To hire all employees and, subject to the provisions of law, to evaluate their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  3. To establish classes and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  4. To make the final decision on the means and methods of instruction, the selection of textbooks, other teaching materials, and the use of teaching aids of every kind of nature.
  5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignment of teachers and other employees with respect thereto; and with respect to administrative and Appendix B and C activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### **ARTICLE III - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Additional hours above BA shall be approved for graduate credit and undergraduate credit with prior Board representative approval. Such salary schedule shall remain in effect during the term of this agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, on or about August 20th to on or about June 15th during normal teaching hours. However, certain extracurricular activities shall be remunerated according to Appendix B and C.
- C. Any teacher who is assigned an extra class shall be compensated at the portion of his/her salary which is the inverse of the number of class periods the teacher would be teaching. Example: 6 period day, 1/6 of salary: 7 period day, 1/7 of salary.

Any person eligible for membership in the Association who acts as a substitute teacher, with the approval of the building principal, shall be compensated for each period in which direct supervision is provided at the same rate. A timesheet will be required.

A teacher, who acts as a substitute during his/her conference /planning period, with approval of the building principal, shall receive additional compensation at an hourly rate equal to

0.1% of BA, Step 1 as set forth in Schedule A. The teacher shall have the option to select compensatory time when he/she has substituted 180 minutes.

K-6 staff may, with approval of the building principal, receive one additional compensatory day per semester for voluntarily covering lunch and recess times outside of their normal duty assignments. The compensatory day must be equivalent to a total of 3 hours of recess/lunch accumulated coverage time (as documented by the building principal) and shall not be granted until after the total time (180 minutes) of voluntary coverage has been served.

Compensatory time may be used in half day intervals, providing a substitute teacher is available, but not more than two (2) days at a time or more than a total of five (5) days in any given school year. Use of compensatory time shall be limited to one (1) individual per building on any given day. Unused compensatory time shall be paid no more than three (3) weeks after the end of the students' last day of school.

Compensation for work performed outside of the contracted day or year, with approval of the Superintendent of Schools, and not covered by Schedule B or C shall be set at an hourly rate equal to 0.1% of BA, Step 1 as set forth in Schedule A.

- D. The parties agree that certain elements of the school calendar are required by State Law and therefore non-negotiable. Teachers shall not be required to report more than three (3) consecutive days the week prior to the beginning of classes or to remain more than one day after classes end. A minimum of one (1) day prior to the beginning of classes shall be counted as an instructional day pursuant to State School Aid Act Section 101(10). In the event returning probationary teachers are required to report for days in excess of those provided herein, they shall be compensated at the training rate set forth in this agreement.
- E. The following holidays shall be observed and all schools closed: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Further, schools will be closed on those dates mandated by the State of Michigan.
- F. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary.
- G. With five (5) work day notice, teacher representatives of the Association shall be released from regular duties without loss of salary or sick leave days a total of five (5) days per year for the purpose of participating in area, regional or state meetings of the Michigan Education Association or other Association business. Five (5) additional days, may be used by the Association provided the Board is reimbursed for the substitute's pay.
- H. For release time outlined in Paragraphs F and G (above), the reporting unit (District) shall be reimbursed those sums paid to the retirement board by the Association on a current basis per MCL 38.1371(6).

#### **ARTICLE IV - PAYROLL DEDUCTION**

- A. Annuity payroll deductions:

The Board agrees that upon written authorization they will deduct from the employee's paycheck, subsequent to the authorization and forward the amount specified in the authorization to a financial institution and/or a tax-sheltered annuity that has a minimum enrollment of 10 bargaining unit employees and is approved by the Superintendent/Board.

## ARTICLE V - TEACHING HOURS

- A. The district administration may structure the teacher's work day schedule such that starting and ending times may vary, but all instructional and non-instructional times shall be equitable within his/her assignment level (i.e., arrival, starting, preparation, lunch, and ending of the work day).

The teacher's normal teaching hours shall be as follows:

1. Duty time is seven (7) hours and forty (40) minutes for teachers. In the event the Board of Education decides to change the normal assigned building hours of 7:40 a.m. and 3:20 p.m. for K-6 teachers and 7:45 a.m. and 3:25 p.m. for 7-12 teachers, the staff will be given at least four (4) week notice and the change will be added at the beginning of the school year. Letter of agreement to waive when necessary.
  2. Teachers may be assigned to their teaching station as close as five (5) minutes after their required arrival time and shall fulfill professional responsibilities until their required departure time as indicated in paragraph 1. On Fridays or on days preceding holidays or vacations as outlined in Article XII, paragraph D, the teachers' day shall end for K-6 teachers at 3:10 p.m. and for 7-12 teachers at 3:15 p.m.
  3. These hours may be altered by a joint decision of principal and teacher, provided the length of day is not increased.
  4. Positions which require student, parent or other contacts beyond the limits of the regular instructional day may develop appropriate flexible schedules within the standard work week, subject to the approval of the principal. A supporting work log may be required.
  5. Regular K – 12 teachers will not be required to remain at their teaching stations beyond the times set forth above, except as required elsewhere in this Agreement.
- B. There shall be 180 days of pupil instruction. Teachers are expected to report to work, in addition to the 180 pupil instruction days for four half day (4 – ½ day) teacher record days, one (1) teacher orientation day, five (5) professional development days, and one (1) parent-teacher conference day. On teacher record days, teachers will be allowed to leave work when records are up to date and complete with approval by the building principal. Should our technology advancements render record days as obsolete they may become additional professional development days or student attendance days to make-up days/time lost due to unscheduled school closings. Such decisions would require consultation and agreement in advance between the Association and Administration.

1. Up to two (2) days of orientation and professional development will be required for all new hires effective with this agreement. These days must be completed prior to the first day of the school year of this agreement. Teachers hired after the first day of the calendar of this agreement must complete the two (2) day orientation and professional development requirements prior to their first day of assignment. In case of an emergency, a teaching position may be filled without completion of the two (2) days of orientation and professional development. However, the teacher(s) will have to be scheduled for the two (2) day orientation and professional development at a later date.
  2. Probationary teachers will be required to attend up to 15 days of professional development during the first three (3) years of employment in classroom teaching. These days will be in addition to professional development days for the total teaching staff. These days may be scheduled in the summer or during the school year. If the days are during the summer, the building principals must confer with the probationary teacher and reach an agreement on the scheduling of the days. The probationary teacher will be paid at the Training Pay rates as set in this agreement. This will also include all expenses for mileage, food, fees, room charges, and materials. Once the probationary teacher reaches the mandatory number of professional development days as set forth by the State, he or she will not be required to attend any further probationary professional development training. Any new hire who has acquired prior probationary professional development training will be given credit for those days towards the total required days.
  3. State mandated test program days will be scheduled within the annual calendar for student instruction. Each building principal will assign his/her staff members to their assignments for these days.
  4. A professional development committee will be formed with representation from the Association, Administration, and input from the Board of Education. This committee will develop, plan, and schedule all professional development days for the school system. All professional development days must be scheduled at least ten (10) days in advance.
- C. Professional Development will be scheduled on non-game or extracurricular days whenever possible. Coaches and advisors are required to attend professional development meetings scheduled. Persons may be allowed to leave early at the discretion of the Building Principal on a case by case basis. No case is to be precedent setting.
- D. All teachers shall be entitled to a thirty-minute duty free lunch period within the hours of 10:30 a.m. and 1:30 p.m. unless requested by the building principal to temporarily assist in school related emergencies. Every effort will be made to avoid such requests by the principals.
- E. No teacher shall be expected to be at school on days when buses cannot run.
- F. In the event students are dismissed early, teachers will be excused also.
- G. After school faculty meetings shall begin no later than ten (10) minutes after student dismissal and may be scheduled as follows: One sixty (60) minute meeting per month with



72-hour notification and unlimited meetings of fifteen (15) minutes per month with 24-hour notice.

## **ARTICLE VI - TEACHING LOADS**

- A. K - 6 elementary classroom teachers will be provided with two (2) planning periods, a.m. and p.m., for a minimum of 55 minutes during the student day and/or 275 minutes per school week of which a minimum of 205 minutes shall be unassigned preparation. Grade levels which choose to deviate from this schedule may develop an appropriate alternative schedule, subject to the approval of the principal. All alternative schedules must include a minimum of 55 minutes during the student day and/or 275 minutes per school week.

Each secondary classroom teacher will be given an equivalent of one unassigned preparation period each day.

All bargaining unit employees are encouraged to attend assemblies and special presentations, but should an assembly or special presentation fall within their regular planning period, they will not be required to attend.

- B. Teachers assigned to any classroom responsibility shall, except for emergencies, remain in the room and/or laboratory during classroom hours unless a suitable adult or other teacher takes his/her place.
- C. All secondary (7 - 12) teachers are to be at their classroom door between classes to assist in controlling students in the hall, unless working with a student, parent, or an administrator.

## **ARTICLE VII - EXTRA DUTY ASSIGNMENTS AND TRAINING PAY**

- A. The Board of Education reserves the right to make all extracurricular assignments on a year to year basis. Such assignments or dismissal from assignment are not subject to the grievance procedure. However, written reasons for dismissal shall be provided to the individual affected.
- B. With the approval of the Superintendent, the building principal may request school personnel whose positions require additional time before and after the regular school year to report for the purpose of working on position-specific activities. Extra time before and after the regular school year shall be outlined within an extra duty contract established between the employee and the Board within thirty (30) days prior to the commencement of the extra duty contract. Pay for these extra days will be equal to their normal per diem pay.
- C. Extra duty assignments and incentives for Early Notification of Retirement / Separation of Service shall be paid either the second pay of January or the second pay of June each year.

- D. Training Expenses: Per day pay of the current substitute teacher rate for attendance at training sessions, when no other compensation is provided, or college credit taken, with mileage and meal allowance. This is applied only when the meeting is after school hours, summer, breaks, weekends, or in general on non-release time, under the following guidelines:
1. Must be specifically approved in advance by both the building principal and central administration prior to attendance.
  2. Must be conducted for a minimum of two (2) hours. Parts of a day will be paid at the percent of the day of the meeting. (i.e. 1/2 day = 1/2 pay)
  3. Voluntary general attendance at conferences and similar events, where the District has agreed to pay appropriate travel, registration, meals and lodging in accordance with District policy and/or agreements shall not be regarded as training and therefore not eligible for training pay.
- E. Lead Teacher: In the event the Administration deems it necessary to designate a teacher for the purpose of instructing other staff members in implementing an existing or a new learning program, which is outside the designated teacher's normal duties and responsibilities, said teacher shall be paid thirty (\$30.00) dollars per hour of actual instruction time in addition to the teacher's regular salary. "Actual instructional time" is to include planning, delivery, and debriefing. The Administration shall have the sole and exclusive right to determine who, when, and how many lead teachers it deems necessary at any given time and for any given program. Teachers who have reasons justifiable to the Administration for not accepting a lead teacher assignment will not ordinarily be required to perform such duty. When such assignment becomes a requirement, the issue of said requirement shall be subject to the Grievance Procedure. The Board reserves the right to use personnel outside the District for a lead teacher position whenever it deems appropriate.
- F. School Improvement Compensation:
1. School Improvement Chairperson: \$500.00 (may be split between co-chairpersons)
  2. District Improvement Chairperson: \$500.00
- G. Merit Pay: Teachers shall be informed by administration of the district method for determining qualification to receive merit pay (Appendix 1), and the process for establishing a qualifying account for deposit of merit pay should it be received within the first 10 contract days of each new school year. Merit Pay will be put into a qualified pre-tax retirement program. Merit Pay shall be forfeited by individuals who fail to establish a qualifying account prior to December 31st of the school year in which the merit pay is earned. Teachers hired after the start of the school year shall be informed of the district method for determining qualification to receive merit pay (Appendix 1) within the first 10 days of employment and must establish a qualifying account within 90 days of employment in order to be eligible for merit pay. A separately negotiated Letter of Agreement will dictate terms of Merit Pay (Appendix 1).

## **ARTICLE VIII - TEACHING CONDITIONS**

- A. Because the pupil teacher ratio is an important aspect of an effective educational program; the parties agree that class size should be lowered wherever possible. PK classrooms will not

exceed eighteen (18) students without the provision of a full-time paraprofessional assigned to the room. In the event a teacher in grades K-2 is required to instruct more than twenty-five (25) pupils; a teacher in grades 3-6 is required to instruct more than thirty (30) pupils; or a core subject teacher in grades 7-12 is required to instruct more than thirty-five (35) pupils he/she shall be compensated at \$175 per pupil above the limits set forth unless the room is provided a classroom assigned paraprofessional for a minimum of ½ of the instructional day. Payment shall be made on the second payroll of the month following the submission of our pupil count certification to the State of Michigan. The foregoing is based on the student count as of the fall and spring student count days. Further, the class size limitation above is not inclusive of special classes, recess, or general supervision assignments.

- B. The Board shall make available in each school a lunchroom, restroom, and lavatory facilities exclusively for staff use and at least one furnished room which shall be reserved for use as a staff lounge.
- C. Telephone facilities for local calls shall be made available to staff members for their use in school lounges. Additionally, each staff member will be provided with voicemail and email to facilitate intra/inter building and parent communications.
- D. Adequate parking facilities shall be made available to staff members for their own use.
- E. The private life of a teacher is of no concern to the Board, unless it affects the performance in the classroom.
- F. The provisions of this Agreement and the wage, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status or membership in an association with the lawful activities of any employee organization.
- G. Teachers assigned to a different classroom will be paid a moving stipend equal to the daily published substitute rate. This stipend shall also be paid to teachers asked to remove the majority of the contents of their classroom for any reason within the instructional school year unless a substitute teacher is provided for a minimum of one full day.

## **ARTICLE IX - JOB SHARING**

- A. Full-time positions for the purpose of job sharing may be made available:
  - 1. at the discretion of the Board;
  - 2. upon recommendation of the Superintendent or designee;
  - 3. with the approval of the building principals in whose buildings shared positions will be located; and
  - 4. within the allocated staff positions for the current school year;
- B. Definition of Job Sharing

For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time.

### C. Operation

1. The teachers will not file for unemployment benefits while employed in a shared position of a voluntary nature.
2. If a teacher partner having joint responsibility for the same student is requested and agrees to substitute for his/her teacher partner by the building principal, the teacher will be compensated at half the daily substitute rate for the substitute time.
3. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
4. Requests for the shared time shall be submitted to the Superintendent by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

### D. Compensation and Benefits

Job share positions will be compensated as follows:

1. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. The cost of positions will not exceed 1.0 staff positions. Teaching half days would mean 50% of full salary.
2. Full seniority will accrue to a person in a shared time position.
3. Sick and personal leave will be prorated according to the fraction of the position for which the person is employed as per Articles XI and XII.
4. The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.
5. Salary may be spread over the school year (21 pays) or over the calendar year (26 pays).

## **ARTICLE X – NEW POSITIONS**

- A. Whenever any vacancy in any Professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to an Association Officer and provide for appropriate posting in every school building and on the Beaverton Schools website. A vacancy shall be defined as a newly created certified position or a position presently unfilled but previously held by a certified staff member.

- B. Teachers may apply for such vacancies.

## **ARTICLE XI - TRANSFERS**

- A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

## **ARTICLE XII - LEAVE POLICIES**

- A. Sick Leave Policy

1. Each teacher shall accrue ten (10) days per year for salaried covered sick leave. These days are subject to all provisions of the master agreement. Accrual shall accumulate to a total of one hundred forty (140) days. Sick leave shall be available to contracted teachers who begin work after the first day of school on a prorated basis. One sick day will be awarded for each eighteen school days the new teacher will be under contract during the current year. Sick leave is defined as illness preventing one from performing normal duty and appointments related to health and wellness. Sick leave cannot be used for recreation. Any teacher exceeding the 140 accumulated sick leave limit in any given year shall be awarded 0.225% of base salary for each day in excess of the 140-day limit at the end of the school year. This amount shall be paid in the pay period closest to June 30th and the teacher shall begin in the fall at his/her accrued total from the previous year and begin to accrue days as described above. It is the parties understanding that any annual payout is not reportable compensation to the Office of Retirement Services per MCL 38.1 303(a) but that the final determination is made by ORS.
2. Any portion of the salary-covered sick leave may be used to cover absences for illness of the employees, or illness to members of the employee's immediate family. Immediate family constitutes any member of the immediate household and in addition: father, mother, children, sister or brother of employee, his/her spouse, grandchild, and parent/son/daughter-in-law. Additional persons may be allowed at the discretion of the Superintendent on a case by case basis. No case is to be precedent setting.
3. At the beginning of each school year, each teacher shall be credited with five (5) days to be used for deaths in the immediate family of the teacher or spouse. Immediate family members as defined in Article XII, section 2 and the following additions: aunt, uncle, niece, nephew, grandparent, grandparent-in-law, grandchild, sister-in-law, brother-in-law, step-relations, or other dependents of the immediate household. Additional days may be allowed at the discretion of the Superintendent of Schools. Any additional days granted beyond the five will be charged as salary covered sick leave. Unused bereavement days are not carried forward to future school years. Additional persons may be allowed for bereavement leave at the discretion of the Superintendent on a case by case basis. No case is to be precedent setting.

4. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, pink eye or lice shall suffer no diminution of compensation and shall not be charged sick leave, when the employee provides the proper documentation from a medical professional that clearly identifies one of the conditions listed. Proper documentation will be defined as a written medical documentation from the school's nurse (if available), the employee's doctor, or other healthcare provider. Documentation must be submitted by the employee within 48 hours of the employee's return to work. Work related blood exposures, which may constitute danger of infection and requires medical attention, are also covered.

B. Leaves of Absence:

1. General Policies

- a. All requests for leaves will be applied for and granted in writing and shall specify the reason and the beginning and ending dates desired or granted. The teacher must apply for the leave at least sixty (60) days prior to its commencement except in cases of emergency or when some other time limit is established for the particular type of leave requested.
- b. Beginning and ending dates of leave are to correspond as nearly as possible with the beginning or ending of school, a semester, or marking period in order to maintain the teacher student relationship as effectively as possible.
- c. A teacher on leave must notify the Board of his or her desire to return from such leave on or before April 1st for those who wish to return at the beginning of the next school year; or at least forty (40) school days prior to his/her return at other times of the year, unless physically or mentally unable to reply at that time.
- d. The Board may extend the leave for an additional year if requested to do so by the teacher.
- e. Failure to abide by the conditions and dates as specified in writing for an approved leave may result in the termination of all rights of employment unless a variance had been granted in writing by the Board upon the request of the teacher.

2. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- a. The absence for jury duty, school-related subpoena, or subpoena as a witness in a criminal trial will not be deductible from any other leave. The Board will pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court for each day on which the teacher reports or performs jury duty on which he otherwise would have been scheduled to work.
- b. Court appearance as a witness in cases involving the Beaverton Schools, or its employees if related to the performance of their duties as a Beaverton employee.

- c. Approved visitation at other schools or attending educational conferences or conventions.
3. Leaves of absence without pay shall be granted to certified staff with tenure upon application, providing a suitable replacement can be found, for the following purpose:
  - a. Study related to the certified staff member's licensed field and assignment.
  - b. Study to meet eligibility requirements for a license or endorsement in an educational field other than that currently held by the certified staff member.

The regular salary increment occurring during such period shall be allowed.

4. Maternity leave will be granted upon request to female teachers up to a maximum of one (1) year, renewable at the discretion of the Board. The application for such leave shall be accompanied by a statement from the attending physician giving the anticipated date of birth and an evaluation of the health of the teacher. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned. Sick leave with pay will be allowed, up to the number of days the teacher has accumulated in sick leave, for the period the teacher is physically unable to perform the duties to which she is regularly assigned.

Should the course of nature be interrupted or should the death of the child occur during the period of leave, regulations regarding return to employment may be relaxed at the discretion of the Superintendent.

5. Adoption of a child(ren) shall be considered appropriate cause for leave request; the procedures are covered under Board of Education Policy #3430.01 & Administrative Guidelines 3430.01A / 3430.01B Family Leaves of Absence.
6. To ensure continuity of instruction, the Board shall not be required to return the teacher to employment except at the beginning of a semester unless otherwise specified in the leave granted and then only in accordance with the general return from leave policy.
7. In case of any dispute as to whether a teacher is able to return and adequately perform the duties to which he/she is regularly assigned, the physician who has treated the teacher will be asked to furnish a statement as to his/her physical health and well being.
8. Leave will not be counted as credit toward steps on any salary schedule unless the teacher had taught ninety (90) days or more in the school year.
9. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full time participant in such programs. Any period so served shall be treated as time taught for the purpose of the salary schedule set forth in Schedule A of this Agreement.

10. A maximum of two (2) teachers who are officers of the Association or who are appointed to its staff shall, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
11. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for one tour of military duty to any branch of the armed forces of the United States.  
  
Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
12. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
13. Any teacher who is absent because of an injury or disease which is compensated under Michigan Workers Compensation Law shall upon written application receive from the Board the difference between the allowances under the Worker's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave through the duration of the individual teacher's contract.

C. Retirement / Separation of Service

1. Upon retirement and entering a teacher retirement program or upon death, after ten (10) years' service to the Beaverton Schools, the Board agrees to grant terminal leave pay amounting to \$75.00 per year, in the system, up to a maximum of \$2,250.
2. Teachers who terminate their employment with Beaverton Schools after at least 10 years of service in the District, shall be paid 50% of 0.225% of base salary (at the time of employment termination) for each unused sick day they have accumulated. Teachers may opt for this payout of accumulated sick leave instead of the terminal leave pay of Paragraph C, 1 above. They shall not receive both payments.
3. Incentive for Early Notification of Retirement / Separation of Service
  - a. In order to assist district efforts to effectively plan for staffing and placements for each subsequent school year, a one-time incentive for early notification of retirement and/or separation of service shall be offered to certified staff who have a minimum of ten (10) years of continuous service at Beaverton Schools. The following conditions apply:
    - i. Eligible employees can be on paid or unpaid leave of absence and apply.
    - ii. The application, once submitted in writing to Central Office, is binding on both parties.
    - iii. Applicants understand that:
      1. They will not be eligible for unemployment compensation and,



2. Acceptance of this incentive shall not affect any rights of a member under the Teacher Retirement Law.

iv. One-time incentive shall be paid according to the following:

1. Notification six (6) months prior to retirement date \$1,000.00
2. Notification three (3) months prior to retirement date \$ 500.00

D. Family Medical Leave

1. The Board shall grant unpaid leaves of up to twelve (12) weeks for each employee eligible under the law (currently defined as employees who have been employed at least (12) months within the previous seven (7) years and who have worked a minimum of 1,250 hours in the previous twelve (12) months.) If the employee requests leave for one of the following reason, the Employer shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:
  - a. The serious health condition of the employee; or of the employee's spouse, parent, child, grandparent, in-laws or siblings; or
  - b. The placement of a child for adoption or foster care; or the birth of employee's son or daughter and care of the infant child includes an individual under 18 for whom the employee serves in Loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological adopted or foster child.
2. The Beaverton School District requires the completion of the Family Leave Request Form, along with medical certification to support the request for a leave. The District may also require an additional medical opinion, selected by the School District, (at the District's expense) to support the request for a leave of absence due to a serious health condition and to support the teacher's return to work. A physician's medical release to return to work is required to determine the fitness for the employee's return.
3. District guidelines regarding FMLA:
  - a. Non-emergency leaves should be requested on the District form(s) at least thirty (30) days prior to the start of such leave.
  - b. The twelve (12) weeks of leave will be based on a rolling twelve (12) month calendar. In any consecutive twelve (12) month period, the employee is entitled to twelve weeks of family medical leave.
  - c. Sick time and personal time may be used at the employee's option simultaneously with the FMLA count days.
  - d. Employee report of absences needs to be completed and turned into the employee's immediate supervisor.

4. The days beyond accrued personal and sick leave will be unpaid. However, if an employee, who has accrued leave days, chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert to paid days during the leave.
5. During Family Medical Leave, medical, dental and vision benefits will be continued under the same conditions and at the same level as if the employee were still at work.
6. Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on such leave.
7. The employee shall have the right to take the leave on a reduced or intermittent schedule. Increments may be taken using the shortest amount of time allowed for other types of leave. If the intermittent leave is for scheduling of appointments for health care, the employee should make a reasonable effort to do so as to not unduly disrupt the operations of the District. However, it is the judgment of the provider that shall prevail regarding scheduling of the second opinion, if one is requested by the District. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave involving being absent more than twenty percent (20%) over the period of time requested, may be required by the Employer to take leave for periods of a particular duration. This request is also subject to a second opinion if requested by the District.

### **ARTICLE XIII - PERSONAL LEAVE**

- A. Each teacher shall be granted, annually, three (3) personal leave days with pay. If these additional three (3) personal leave days cause the personal leave accumulation to exceed the maximum of five (5) personal leave days, then those personal leave days over five (5) shall be added to the teacher's accumulated sick leave.
- B. These days shall not be used to extend scheduled vacations, except those noted in Article XIII, paragraph D. At least 48-hour advance notice must be given to the building principal except in case of emergency. Not more than five (5) teachers at the Elementary School and five (5) teachers at the Jr./Sr. High School shall be given personal leave on the same day. Personal days shall not be used on professional development or make-up days except as may be allowed at the discretion of the Superintendent on a case by case basis. No case is to be precedent setting. Personal leave requests for professional development days must be applied for directly to the Superintendent with notification to the building principal.
- C. Each teacher shall be allowed the use of one (1) personal day in the month of May. Additional personal days may be allowed at the discretion of the Superintendent on a case by case basis. No case is to be precedent setting.
- D. The following vacation/holidays may be extended by use of personal days: Labor Day, Christmas, Good Friday/Easter, Thanksgiving, Deer Hunting (Nov. 15), Spring Break and Memorial Day. Any teacher may apply for the use of personal days to extend either pre or post any one of the above listed vacation/holidays. When a teacher is granted use of personal days for any one of the vacation/holidays he or she will not be eligible to apply for any other

extension for the duration of the school year unless there is less than the maximum number of teachers applying to use the additional dates. The selection of teachers who do get the extensions will be done in each building by the principal using a random drawing of names. Teachers must apply at least sixty-five (65) days prior to the vacation/holiday date they are seeking to extend with the exception of Labor Day. For extension of Labor Day, teachers must apply by July 1<sup>st</sup>. By September 10<sup>th</sup> of each year, the Association will post a list of extension application deadlines in each teacher’s lounge and a copy will be given to each building administrator. With the exception of Labor Day, no applications will be taken prior to September 10<sup>th</sup> of each year. All drawings must be done sixty (60) days before each vacation or holiday. If no applications have been made by the deadline, the time limits will be waived by the building principal. Provided substitutes can be scheduled, five (5) teachers per building may be absent on a first come, first served basis.

- E. Unpaid leave, if approved by the administrator, will not receive Board paid benefits after the second day of absence.

**ARTICLE XIV - INSURANCE PROTECTION**

- A. Pursuant to the authority as set forth in the Michigan Public School Code, as amended, the Board agrees to provide the following insurance protection to all full and part time teachers, as soon as possible after the contract is ratified and signed. For 2023-2024, the medical benefit coverage plan year will run from August 1, 2023 to July 31, 2024. On January 1, 2025, the medical benefit coverage plan year will change to January 1 to December 31, 2025.

For 2023-2024, the Board has chosen under the Senate Bill 7, Public Act 152, to go with the hard cap for insurance premiums. On January 1, 2024, the district will pay the 2024 hard cap rates.

Calendar Year 2023:		Calendar Year 2024:	
Single	\$7,399.47	Single	\$7,702.85
2Person	\$15,474.60	2Person	\$16,109.06
Family	\$20,180.43	Family	\$21,007.83

Employees are responsible for any medical benefit plan costs over the hard cap.

Major Medical PAK A FOR-TEACHERS NEEDING HEALTH INSURANCE

- BLUE CROSS BLUE SHIELD SIMPLY BLUE 100% HSA PPO
- Prescription Co-pay: \$10/\$40/\$80 after deductible
- Out of network RX Copay plus additional 20%
- BCBS Rx Includes Open Formulary & Does Not Require Step Therapy
- 100% after deductible PCP Office Visit
- 100% after deductible Specialist Office Visit
- 100% after deductible Virtual Office Visit
- 100% after deductible Urgent Care Visit
- 100% after deductible Emergency Room
- 100% after deductible Diagnostic Imaging
- 100% after deductible Inpatient Hospital

100% after deductible Diagnostic X-Ray/Lab  
100% after deductible Rehab. Services (OT/PT/Speech)  
100% after deductible Chiropractic  
\$1500/\$3000 IN-NETWORK, \$3000/\$6000 OUT-OF-NETWORK Deductible  
\$4000/\$8000 IN-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM,  
\$8000/\$16000 OUT-OF-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM  
100% IN-NETWORK / 80% OUT-OF-NETWORK Coinsurance  
Out-of-Pocket Maximums include deductible, coinsurance and copays

Or

BLUE CROSS BLUE SHIELD SIMPLY BLUE PPO  
Prescription Co-pay: \$10/\$40/\$80  
Out of network RX Copay plus additional 20%  
BCBS Rx Includes Open Formulary & Does Not Require Step Therapy  
\$20 PCP Office Visit  
\$40 Specialist Office Visit  
\$20 Virtual Office Visit  
\$60 Urgent Care Visit  
\$250 Emergency Room  
80% after deductible Diagnostic Imaging  
80% after deductible Inpatient Hospital  
80% after deductible Diagnostic X-Ray/Lab  
80% after deductible Rehab. Services (OT/PT/Speech)  
\$30 Chiropractic  
\$500/\$1000 IN-NETWORK, \$1000/\$2000 OUT-OF-NETWORK Deductible  
\$8150/\$16300 IN-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM,  
\$16300/\$32600 OUT-OF-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM  
80% IN-NETWORK / 60% OUT-OF-NETWORK Coinsurance  
Out-of-Pocket Maximums include deductible, coinsurance and copays

Or

BLUE CROSS BLUE SHIELD SIMPLY BLUE 80% HSA PPO  
Prescription Co-pay: \$10/\$40/\$80 after deductible  
Out of network RX Copay plus additional 20%  
BCBS Rx Includes Open Formulary & Does Not Require Step Therapy  
80% after deductible PCP Office Visit  
80% after deductible Specialist Office Visit  
80% after deductible Virtual Office Visit  
80% after deductible Urgent Care Visit  
80% after deductible Emergency Room  
80% after deductible Diagnostic Imaging  
80% after deductible Inpatient Hospital  
80% after deductible Diagnostic X-Ray/Lab  
80% after deductible Rehab. Services (OT/PT/Speech)  
80% after deductible Chiropractic  
\$1500/\$3000 IN-NETWORK, \$3000/\$6000 OUT-OF-NETWORK Deductible  
\$4000/\$8000 IN-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM,  
\$8000/\$16000 OUT-OF-NETWORK ANNUAL OUT-OF-POCKET MAXIMUM

80% IN-NETWORK / 60% OUT-OF-NETWORK Coinsurance  
Out-of-Pocket Maximums include deductible, coinsurance and copays

For 2024-2025:

Beginning in January of 2024, a committee of equal representation of administration and BEA negotiations team members will be formed. Any other bargaining units will have an opportunity to participate in the committee on an equal basis. The district-wide committee will solicit at least three bids from insurance carriers. Each group will select its own participants. The committee will select plan levels and recommended carriers by mutual agreement. At the January committee meeting it will be determined collaboratively with all participating groups what specific product quotes are going to be requested, and the district will provide determined carriers with the necessary census information requested no later than February 15, 2024 to move bargaining unit employees to determined insurance products for the 2024-2025 plan year.

For 2023 - 2024 and 2024-2025:

Life Insurance: \$40,000, AD&D Disability waiver will apply

Vision: SetSeg - VSP Choice  
WellVision Exam: 100% after \$10 copay once every 12 months  
Prescription Glasses: \$10 material copay once every 12 months (see frames and lenses)  
Frame: \$130 / \$150 (featured), 20% savings over allowance, \$70 Walmart/Sam's Club/ Costco frame allowance once every 12 months  
Lenses: 100% once every 12 months (progressive, single vision, lined bifocal, lined trifocal, impact resistant)  
Premium Progressive Lenses: \$95 - \$105 once every 12 months  
Custom Progressive Lenses: \$150 - \$175 once every 12 months  
Contacts (instead of glasses): \$130 (no copay) once every 12 months  
Contact Lens Exam: Up to \$60 once every 12 months

Dental: SetSeg – ADN Self-funded:  
\$1,000 ANNUAL MAXIMUM  
NO ORTHODONTICS  
NO SEALANTS  
TWO CLEANINGS PER YEAR

PAK B FOR TEACHERS NOT NEEDING HEALTH INSURANCE

Life Insurance: \$40,000, AD&D Disability waiver will apply

Vision: SetSeg - VSP Choice  
WellVision Exam: 100% after \$10 copay once every 12 months  
Prescription Glasses: \$10 material copay once every 12 months (see frames and lenses)  
Frame: \$130 / \$150 (featured), 20% savings over allowance, \$70 Walmart/Sam's Club/ Costco frame allowance once every 12 months  
Lenses: 100% once every 12 months (progressive, single vision, lined bifocal, lined trifocal, impact resistant)

Premium Progressive Lenses: \$95 - \$105 once every 12 months  
Custom Progressive Lenses: \$150 - \$175 once every 12 months  
Contacts (instead of glasses): \$130 (no copay) once every 12 months  
Contact Lens Exam: Up to \$60 once every 12 months

Dental: SetSeg – ADN Self-funded:  
\$1,000 ANNUAL MAXIMUM  
NO ORTHODONTICS  
NO SEALANTS  
TWO CLEANINGS PER YEAR

In Lieu: Single Member - \$300 per month (\$3600 annually) cash in lieu of health insurance through the District's Section 125 Plan.

Two-person - \$400 per month (\$4800 annually) cash in lieu of health insurance through the District's Section 125 Plan.

Full Family - \$500 per month (\$6000 annually) cash in lieu of health insurance through the District's Section 125 Plan.

- B. For bargaining unit employees enrolled in a Health Savings Account (HSA) whose premium costs are under the hard cap amounts shown in Paragraph A above, the District contribution to HSA accounts (per Article XIV, Paragraph E) will be a quarterly contribution (3/12ths) occurring on the first banking day on or after August 1, November 1, February 1 and May 1 of each plan year (subject to IRS limitations). New hires enrolling in an HSA plan will receive prorated HSA contributions starting with their first month of insurance eligibility.
- C. Bargaining unit members that terminate employment during the plan/benefit year will have a final summary of PA 152 compliance. Any shortfall will be adjusted with the final HSA contribution. Any overpayment to the bargaining unit member will be due to the District on the 10th day of the month following their termination date through either a direct payment to the District or a payroll adjustment.
- D. Each teacher must elect either PAK A or PAK B. Insurance becomes effective September 1 and is effective through August 31 of each contractual year.
- E. Teachers who work the contracted school year shall receive a full year of insurance. Teachers who are hired after the start of the school year will receive insurance from the start date through August 31 of the contractual year. The months of insurance benefits coverage for teachers who separate from service prior to the end of the contractual year and do not complete a school year, shall be reduced accordingly. Calculations for teachers who do not complete a school year shall be based on the number of days of service for a school year entitling teachers to a full year (365 or 366 days) of benefits.
- F. The District shall pay up to the 2011 (and those rates set forth by the State of Michigan in subsequent years) PA 152 hard cap provisions set by the State of Michigan of the insurance cost for all full-time teachers and part-time teachers. If the bargaining unit employee must pay a portion of the insurance premium because of negotiated changes or requirement of law, they may pay the insurance premium through the district's Section 125 Plan.

## **ARTICLE XV - PROFESSIONAL PERFORMANCE**

- A. Each teacher shall have the right upon request to review the contents of his own personnel file within the system. This excludes any confidential material, such as recommendations from colleges, universities and previous employers. A representative of the Association may be requested to accompany the teacher in such review. The use of eaves-dropping, closed circuit television, public address or audio systems, and similar surveillance devices for the purpose of monitoring bargaining unit employees shall be strictly prohibited.
- B. A teacher shall at all times be entitled to have a representative of the Association present when he/she is meeting with administration. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

## **ARTICLE XVI - PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement, physician or other professional workers, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.
- B. Any case of assault upon a teacher, shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher, who is acting within the framework of Board policy of his/her rights and obligations with respect to such assault; and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. The Board will reimburse teachers who are acting within the framework of Board policy for any loss, damage or destruction of clothing or personal property in cases of assault against the teacher while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, cost of medical, surgical or hospital care will be furnished by the Board to cover deductibles and overages not covered by hospitalization insurance or worker's compensation and not in violation of the PA 152 legislation. If a teacher using reasonable caution and acting within the framework of Board policy shall suffer a loss while on duty, including at an away school activity, he/she may be reimbursed for such loss by the Board.
- D. Any formal complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. Teachers shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

- F. Time lost by a teacher who is acting within the framework of Board policy in connection with any incident mentioned in this Article, not compensable under worker's compensation, shall not be charged against the teacher unless he/she is adjudged guilty by a court of competent jurisdiction.

## **ARTICLE XVII - NEGOTIATION PROCEDURES**

- A. The Board and the Association hereby agree to establish under agreeable terms a regular schedule wherein representatives of the two parties may meet and confer toward the resolutions of salaries, wages, economic fringe benefits, and hours of employment. Such a negotiations schedule must begin at least one hundred twenty (120) days prior to the expiration of this Agreement. Any agreement so negotiated shall apply to all bargaining unit employees and shall be reduced to writing and signed by representatives of the Board and the Association upon ratification by the Board and by a majority of the membership of the Association.
- B. The Board and the Association pledge that the representatives selected by each shall have all necessary power and authority to present relevant data, exchange points of view, make proposals and counter proposals, and to sign an agreement or to effectively recommend acceptance of an agreement. In any negotiations described in this agreement, neither the Board nor the Association shall have any control over the selection of the negotiations representatives of the other party. Each party's group or team of representatives for negotiations shall consist of not more than seven (7) members. The internal organization of each team shall be determined by each team.
- C. Negotiation teams will meet in closed sessions, unless otherwise agreed upon in advance. Either team may ask for a recess or caucus. The time and agenda for the next meeting will be established before adjournment of each meeting. The rules of the procedure listed in this article may be changed at any time by consent of both teams.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- E. Contract maintenance negotiations are a part of the whole process called negotiations and should never be viewed as a separate entity. Contract maintenance negotiations are merely an opportunity to maintain continual contact, communicate concerns, solve problems, and make changes to the contract when both parties mutually agree to such changes.
  - 1. Two or three teacher representatives shall be selected by the Association and two or three administrator representatives by the superintendent. The teacher and administrator representatives shall separately designate a teacher chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. The contract maintenance team will meet monthly if necessary by mutual agreement. By September 15th of each school year, monthly dates and times will be established by mutual agreement. A shared agenda will be set at least one (1) week before each meeting with no more than two (2) topics from each side to be discussed at the meeting.



2. If contract language is agreed to by both teams it shall be reduced to writing in the form of letters of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Executive Board and the Board of Education it shall become effective immediately and a part of the Master Agreement for the duration of the Agreement.
3. In years when a contract expires, the contract maintenance negotiation process will end in January of that school year and the regular process of negotiations will begin by February 15th to reach a successor agreement.
4. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in this Agreement.

### **ARTICLE XVIII - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Grievance will be defined as a claim that there has been a violation or misinterpretation or inequitable application of a specific and expressed term of this Agreement. The Association and all bargaining unit employees agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the EEOC, the FEPC or any other judicial or quasi-judicial body.
- B. The Association hereby agrees that it shall designate an Association member to represent the bargaining unit employees. The number of representatives shall not exceed six (6). An alternate shall also be named in the event that the designated representative is unable to perform his/her duties. The names of the representatives and alternates, along with the grade levels they represent, will be submitted to each building principal within the first full week of the school year.
- C. The President of the Association may participate in any grievance at any level.
- D. The term "days" shall be defined as follows:
  1. School year teacher working days
  2. Summer vacation-central office working days
- E. Within five (5) days of the alleged occurrence of a violation, the teacher shall orally discuss the alleged violation with the Association representative and his/her immediate principal. If a satisfactory conclusion to the grievance is not reached orally within (5) five days of discussion, the teacher or group of teachers shall reduce the grievance to writing specifying the facts and the alleged section of the Agreement which has been violated and the relief requested and file same within five (5) days of the discussion with both the principal and the Superintendent.
- F. Within five (5) days of receiving the written grievance, the principal shall specify in writing his/her decision to the Association, the grieving teacher and the Superintendent.
- G. If the decision of the principal is not satisfactory to the grieving teacher, the teacher may forward the grievance to the Superintendent within (5) five days and the Superintendent shall within (5) five days after receiving the grievance arrange a meeting with the grieving teacher and/or the Association and the principal. At said meeting all parties, including the principal, shall be given an opportunity to be heard. Within five (5) days of the meeting the

Superintendent shall render his/her decision in writing, filing a copy with the Association and the grieving teacher and retaining a permanent copy in his/her files. If the decision of the Superintendent is unsatisfactory to the grieving teacher, then he/she may appeal the Superintendent's decision to the Association's Executive Board within (5) five days of receiving the Superintendent's decision. The Association's Executive Board will then determine whether the grievance will be appealed to the Board. If the Association's Executive Board agrees with the grievant, the Association will file in writing an appeal with the Board of Education at least ten (10) days prior to the next regular Board meeting. Upon receipt of the grievance, the secretary of the board shall place the same on the agenda for that meeting and at said meeting the teacher and/or representative shall be given an opportunity to be heard. The Board shall render a decision in writing not later than the next regular board meeting thereafter transmitting a copy of same to the Superintendent, the grieving teacher and the Association.

- H. Failure to appeal a decision at any level within the specified time limits, shall be deemed an acceptance of a decision at that level and all further proceedings shall be barred.

Should a teacher withdraw his/her grievance at any level or leave the employment of the system, then all further proceedings of that grievance shall be barred. It is expressly understood that the grievance procedure shall not apply to discharge and demotion as defined in the Tenure Act.

- I. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator and/or arbitrators selected by the parties. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree that the decision of the arbitrator shall be final and binding and that judgment thereon may be entered in any court of competent jurisdiction.
- J. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived, he/she shall be reinstated with full reimbursement of all professional compensation lost.
- K. The cost of arbitration under this Article shall be paid by either party to this Agreement requesting arbitration.
- L. For administrative convenience, the Board may cause complaints which may be subject of grievances under this Article to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.
- M. The standard form set forth in the appendices of this agreement shall be used for all grievances.
- N. Arbitration

1. Each party shall be responsible for the expenses of the witnesses that they may call.
2. The Arbitrator shall render his/her decision in writing not later than thirty (30) working days from the date of the conclusion of the arbitration hearing.
3. If a scheduled arbitration case is postponed on less than one (1) week notice to the other party, the party requesting the postponement will pay any and all Arbitrator If charges caused by the postponement unless mutually agreed upon by the parties.
4. The Association shall give the Superintendent five (5) working day advance notice of employees it needs to be excused from work to attend the arbitration hearing.
5. The time limits provided in the Article shall be strictly observed, but may be extended by written agreement of both parties.

### **ARTICLE XIX - MISCELLANEOUS PROVISIONS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a number they may call before 6:30 A.M. to report unavailability for work in addition to calling the school office to alert the building administrator's voicemail. Once a teacher has reported unavailable, it shall be the responsibility of the Administration to arrange for a substitute teacher. An absent teacher must have written lesson plans available for the substitute teacher.

Every effort will be made to maintain the regular daily schedule; however, it shall be the building principal's responsibility to schedule or cancel classes or tutorials as dictated by the availability of substitutes.

- B. No bargaining unit employee shall be subjected to a polygraph or lie detector assessment by the District.
- C. The Association shall be duly advised by the Board through the professional negotiation representatives, of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established practices employed by the Board. No past practices shall be recognized unless committed to writing and incorporated into this agreement.
- E. Copies of this Agreement shall be provided to all teachers now employed or hereafter employed by the Board.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall

not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. Mentor Teachers

1. A mentor teacher shall be assigned in accordance with the following:
  - a. Every effort shall be made to have a mentor teacher be a tenured bargaining unit employee.
  - b. Participation as a mentor teacher shall be voluntary.
  - c. The Administration shall notify the Association whenever a mentor teacher is matched with a probationary teacher and when any change occurs.
  - d. Every effort shall be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
  - e. When selected, the mentor teacher shall be willing to serve for three (3) years. Either the mentor or the mentee may request a change of assignment.
2. The Board and the Association agree the relationship between mentor and mentee shall be confidential.
3. The amount to be paid to one teacher as mentor, limited to one probationary teacher per year is:

Year 1 of mentee	\$500.00
Year 2 of mentee	\$250.00
Year 3 of mentee	\$ 50.00

H. Long-term Substitute Support Teacher

1. A long-term substitute support teacher shall be assigned when a long-term substitute is placed in a position for greater than 15 consecutive school days in accordance with the following:
  - a. Every effort shall be made to have a long-term substitute support teacher be a tenured bargaining unit employee.
  - b. Participation as a long-term substitute support teacher shall be voluntary.
  - c. The Administration shall notify the Association whenever a long-term substitute support teacher is matched with a long-term substitute teacher and when any change occurs.
  - d. Every effort shall be made to match long-term substitute support teachers and long-term substitute teachers who work in the same grade level / department.
2. The amount to be paid to one teacher as long-term substitute support teacher, per year is:

3 – 6 weeks	\$150.00
Greater than 6 weeks	\$250.00

I. Attendance Incentive Stipend

Employees with the following attendance record at the end of the school year shall receive the following stipend:

1. Perfect Attendance: 1st Semester = \$250; 2nd Semester = \$250
2. Not more than one (1) absence: 1st Semester = \$100; 2nd Semester = \$100

In addition to the above, employees with perfect attendance at the end of each semester shall be eligible for a \$1,000.00 award of whose names shall be placed in a container, and one drawn in the afternoon of the records day immediately following the end of the semester in the Administration Conference Room. Such drawing date and time will be published by the Superintendent via an email to all staff no less than 48 hours before the drawing. Attendance at drawing is required. The only acceptable absences shall be for an approved professional day or jury duty. All other chargeable absences, including use of compensatory time awarded under the provisions of Article III, Letter C, will disqualify a person from the attendance incentive stipend.

## ARTICLE XX - SENIORITY

- A. SENIORITY. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. The term seniority as hereinafter used shall be length of continuous service with the Beaverton Schools Board of Education.

When a vacancy of a semester or less in the bargaining unit occurs, the position may be filled on a temporary basis. The teacher hired for the temporary semester or less position which does not become more than a semester position does not acquire seniority in the bargaining unit.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in the continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in elementary grades and by secondary grades.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire.
- E. The Board of Education shall prepare a years of Beaverton Schools employment list of certified staff and transmit a copy of the same to the Association on or before the 1st day of April each year.
- F. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic resources available to the Board as provided by the public and the State of

Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
  2. The Board will follow the requirements established in the State Teacher Tenure Act and School Code. Recall period for staff will be aligned with the State Tenure Act.
- G. In the event a teacher is recalled to a position in the Beaverton Schools, he/she shall not sustain any loss in accumulated sick leave, seniority, or any other benefits which were accumulated prior to layoff.
- H. In the event a curtailment of the curriculum is necessary the relevance of the educational departments shall be studied by a joint committee of the Board and the Association. The Board shall make the final determination.

#### **ARTICLE XXI - FISCAL ACCOUNTABILITY**

- A. "This entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act 2011." The Association's agreement to place this language into the collective bargaining agreement does not signify its acceptance of PA 4's constitutionality and will not impede the Association from initiating or being a party to actions against PA4.

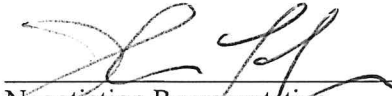
**ARTICLE XXII - DURATION OF AGREEMENT**

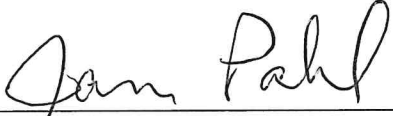
This agreement shall be effective after it has been ratified and signed by the parties, and shall continue in full force and effect until the 30th day of June, 2025. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

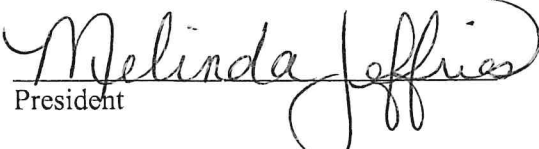
  
\_\_\_\_\_  
Negotiation Representative

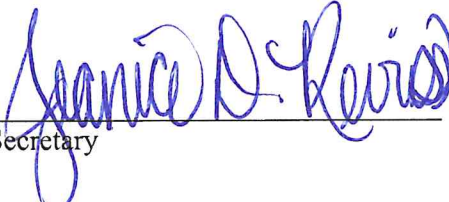
  
\_\_\_\_\_  
Negotiation Representative


\_\_\_\_\_  
Negotiation Representative

\_\_\_\_\_  
Negotiation Representative

**BEAVERTON EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Negotiation Representative

\_\_\_\_\_  
Negotiation Representative

  
\_\_\_\_\_  
Negotiation Representative

\_\_\_\_\_  
Negotiation Representative

## Letter of Agreement - Merit Pay

between the

Beaverton Education Association (BEA)

and the

Beaverton Schools Board of Education

- A. Compliance with the Section 380.1250 of the School Code requires school boards to adopt compensation systems for teachers that include job performance and job accomplishments as a "significant factor" in determining compensation and additional compensation (merit pay).
- B. The Association and all teachers recognize the Board's intent and obligation to comply with the Section 380.1250 of the School Code.
- C. Merit Pay for Purposes of Complying with Section 380.1250 of the School Code:
  - 1. The parties agree that Beaverton Schools will establish a merit pay pool equal to \$10,000.00 to be shared evenly with all eligible certified staff qualifying for merit pay within each given school year. *(\$10,000 / Total Number of Merit Qualifying Certified Staff = Payout per Merit Qualifying Staff Member)*
  - 2. The parties further agree that merit pay will be paid to certified teachers achieving a minimum of 80 points as verified by submission of the Beaverton Schools Merit Pay worksheet on or before noon on the last calendar workday of each school year.
- D. Merit payments will be made the last pay period of June following guidelines outlined in Article VII, Paragraph G of the Master Agreement.

### Beaverton Schools Board of Education

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:

### Beaverton Education Association

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
Dated:



## Beaverton Schools Merit Pay Worksheet

Staff Member: \_\_\_\_\_

School Year: \_\_\_\_\_

*Criteria: To qualify for a shared portion of a \$10,000.00 pot in additional compensation, certified instructional staff members must achieve a minimum of 80 points in the following areas: Evaluation, Professional Improvement, Leadership and Contributions. To qualify for merit pay certified instructional staff members must submit this completed worksheet with signatures to their administrator for verification no later than noon on the last calendar workday of the school year.*

*(\$10,000 / Total Number of Merit Qualifying Staff = Payout per Merit Qualifying Staff Member)*

**Evaluation (40 points of 120 possible)**

- "Highly Effective" rating on current evaluation
- "Effective" rating on current evaluation
- "Minimally Effective" rating on current evaluation
- "Ineffective" rating on current evaluation

**Points Achieved** \_\_\_\_\_

= 40 points  
= 30 points  
= 0 points  
= 0 points

**Professional Improvement\* (40 points of 120 possible)**

- 75 or more learning hours of PD beyond DPPD
- 50 or more learning hours of PD beyond DPPD
- 25 or more learning hours of PD beyond DPPD
- 5 or more learning hours of PD beyond DPPD

**Points Achieved** \_\_\_\_\_

= 40 points  
= 30 points  
= 20 points  
= 10 points

*\*Teachers must seek prior approval from their building principal. A list of PD events, dates, and hours must be attached.*

*\*College Courses may contribute – each approved credit hour equals 25 hours of professional development.*

*\*One SCECH hour = one professional learning hour*

*\*Hours of professional improvement not defined by credit hours or SCECH will be determined by building principal at time of approval.*

**Leadership\*\* (20 points of 120 possible)**

- Serving as chairperson on a building, district or state-level committee = 20 points
- Serving as a member of a building, district or state-level committee = 10 points
- No absences other than school sponsored absences = 10 points
- Membership on the Medical Emergency Response Team (District MERT) = 10 points
- Serving as a Lead Teacher during the school year = 5 points
- Serving as a Mentor Teacher during the school year = 5 points
- Serving as a Student Teacher advisor during the school year = 5 points

**Points Achieved** \_\_\_\_\_

*\*\*A list of details must be attached.*

**Contribution\*\*\* (20 points of 120 possible)**

- Volunteering at 10 or more school activities = 20 points
- Volunteering at 7 or more school activities = 15 points
- Volunteering at 4 or more school activities = 10 points
- Volunteering at 2 or more school activities = 8 points
- Performing one Schedule B or Schedule C positions = 8 points
- Attending 5 or more school activities = 5 points
- Attending 3 or more school activities = 2 points

**Points Achieved** \_\_\_\_\_

*\*\*\*A list of events, dates, and hours must be attached.*

**Total Points Achieved** \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Building Administrator Signature \_\_\_\_\_

Date Received \_\_\_\_\_

Business Manager Approval (initials) \_\_\_\_\_

**Beaverton Schools**

**Appendix 2 - SCHEDULE A 2023-2024**

<b>Step</b>	<b>Index</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+30 EdS, PhD</b>
			<b>+7% (base)</b>	<b>+15% (base)</b>	<b>+20% (base)</b>
<b>1</b>	<b>1.00</b>	40,600 (base)			
<b>2</b>	<b>1.00</b>	40,600	43,442		
<b>3</b>	<b>1.00</b>	40,600	43,442	46,690	
<b>4</b>	<b>1.05</b>	42,630	45,614	49,025	
<b>5</b>	<b>1.10</b>	44,660	47,786	51,359	53,592
<b>6</b>	<b>1.15</b>	46,690	49,958	53,694	56,028
<b>7</b>	<b>1.20</b>	48,720	52,130	56,028	58,464
<b>8</b>	<b>1.25</b>		54,303	58,363	60,900
<b>9</b>	<b>1.275</b>		55,389	59,530	62,118
<b>10</b>	<b>1.325</b>		57,561	61,864	64,554
<b>11</b>	<b>1.375</b>		59,733	64,199	66,990
<b>12</b>	<b>1.425</b>		61,905	66,533	69,426
<b>13</b>	<b>1.425</b>		61,905	66,533	69,426
<b>14</b>	<b>1.425</b>		61,905	66,533	69,426
<b>15</b>	<i>Step 12 +\$1,000</i>		62,905	67,533	70,426
<b>16</b>	<i>Step 12 +\$1,000</i>		62,905	67,533	70,426
<b>17</b>	<i>Step 12 +\$1,000</i>		62,905	67,533	70,426
<b>18</b>	<i>Step 12 +\$1,000</i>		62,905	67,533	70,426
<b>19</b>	<i>Step 12 +\$1,000</i>		62,905	67,533	70,426
<b>20</b>	<i>Step 12 +\$3,000</i>		64,905	69,533	72,426
<b>21</b>	<i>Step 12 +\$3,000</i>		64,905	69,533	72,426
<b>22</b>	<i>Step 12 +\$3,000</i>		64,905	69,533	72,426
<b>23</b>	<i>Step 12 +\$3,000</i>		64,905	69,533	72,426
<b>24</b>	<i>Step 12 +\$3,000</i>		64,905	69,533	72,426
<b>25</b>	<i>Step 12 +\$5,000</i>		66,905	71,533	74,426

See additional salary provisions on page 36

**Beaverton Schools**

**Appendix 3 - SCHEDULE A 2024-2025**

<b>Step</b>	<b>Index</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+30 EdS, PhD</b>
			<b>+7% (base)</b>	<b>+15% (base)</b>	<b>+20% (base)</b>
<b>1</b>	<b>1.00</b>	41,006 (base)			
<b>2</b>	<b>1.00</b>	41,006	43,876		
<b>3</b>	<b>1.00</b>	41,006	43,876	47,157	
<b>4</b>	<b>1.05</b>	43,056	46,070	49,515	
<b>5</b>	<b>1.10</b>	45,107	48,264	51,873	54,128
<b>6</b>	<b>1.15</b>	47,157	50,458	54,230	56,588
<b>7</b>	<b>1.20</b>	49,207	52,652	56,588	59,049
<b>8</b>	<b>1.25</b>		54,846	58,946	61,509
<b>9</b>	<b>1.275</b>		55,942	60,125	62,739
<b>10</b>	<b>1.325</b>		58,136	62,483	65,200
<b>11</b>	<b>1.375</b>		60,330	64,841	67,660
<b>12</b>	<b>1.425</b>		62,524	67,199	70,120
<b>13</b>	<b>1.425</b>		62,524	67,199	70,120
<b>14</b>	<b>1.425</b>		62,524	67,199	70,120
<b>15</b>	<i>Step 12 +\$1,000</i>		63,524	68,199	71,120
<b>16</b>	<i>Step 12 +\$1,000</i>		63,524	68,199	71,120
<b>17</b>	<i>Step 12 +\$1,000</i>		63,524	68,199	71,120
<b>18</b>	<i>Step 12 +\$1,000</i>		63,524	68,199	71,120
<b>19</b>	<i>Step 12 +\$1,000</i>		63,524	68,199	71,120
<b>20</b>	<i>Step 12 +\$3,000</i>		65,524	70,199	73,120
<b>21</b>	<i>Step 12 +\$3,000</i>		65,524	70,199	73,120
<b>22</b>	<i>Step 12 +\$3,000</i>		65,524	70,199	73,120
<b>23</b>	<i>Step 12 +\$3,000</i>		65,524	70,199	73,120
<b>24</b>	<i>Step 12 +\$3,000</i>		65,524	70,199	73,120
<b>25</b>	<i>Step 12 +\$5,000</i>		67,524	72,199	75,120

See additional salary provisions on page 36

Step and Lane Advancement for 2023-2024  
Step and Lane Advancement for 2024-2025

**2-year payout of retention bonus – The retention bonus is for full time employees returning to full time employment with Beaverton Schools.**

- A. Retention bonus payments will be payable through payroll and subject to taxation and be paid out as follows:
  - a. 2022-2023 retention bonus payment will be (\$5500/year) payable through payroll.
    - i. June payment = \$5500
  - b. 2023-2024 retention bonus payment will be (\$5500/year) payable through payroll.
    - June payment = \$5500
- B. If the teacher resigns or retires from his/her employment prior to the end of the contractual school year, then the employee will (1) forfeit the retention bonus for that school year; (2) and not be eligible for any future bonus payment(s).
- C. If the teacher takes a leave of absence for any reason and does not return to full time employment, then the teacher is ineligible for the subsequent bonus payment(s).
- D. The teacher must complete each school year with an effective or highly effective evaluation rating to be eligible for the end of year bonus payment for that school year. All members shall be notified of any potential overall effectiveness ratings that may be less than effective at their mid-year evaluation meetings.
- E. Beaverton retention bonus payments will be in addition to any provision by the State of Michigan for compensation to retain all certified staff.

## BEAVERTON SCHOOLS

### Appendix 4 - SCHEDULE B

Percent of the salary schedule based on years of experience in sport/activity and education level upon completion of posting period (unless waived), written application and appointed by Board of Education:

For persons hired for a Schedule-B position after June 30, 2013, the percent of the salary schedule will begin on Step 1 of the BA column and will proceed in one year increments through Step 7 of the BA column as shown on Schedule-A.

#### Sport/Activity:

Baseball/Softball – Varsity	10
Baseball/Softball – Asst. Varsity	3
Baseball/Softball – J.V.	7
Baseball/Softball – Asst. J.V.	3
Basketball – Varsity	10
Basketball – J.V.	7
Basketball – 8 <sup>th</sup> Grade	5
Basketball – 7 <sup>th</sup> Grade	5
Cross Country – Sr. H.S.	8
Cross Country – 7 <sup>th</sup> and 8 <sup>th</sup> Grade	3
Football – Varsity	10
Football – Asst. Varsity	6
Football – J.V.	7
Football – Asst. J.V.	5
Pom Pon – Sr. H.S.	2
Track – Sr. H.S. Head	10
Track – Sr. H.S. Asst.	6
Track – 7 <sup>th</sup> and 8 <sup>th</sup> Grade	4
Volleyball – Varsity	10
Volleyball – J.V.	7
Volleyball – 8 <sup>th</sup> Grade	5
Volleyball – 7 <sup>th</sup> Grade	5
Wrestling – Varsity	10
Wrestling –Asst. Varsity	3
Bowling – Varsity	10

## BEAVERTON SCHOOLS

### Appendix 5 - SCHEDULE C

Percent of the salary schedule based on years of experience in activity and education level upon written application with building principal approval:

For persons hired for a Schedule-C position after June 30, 2013, the percent of the salary schedule will begin on Step 1 of the BA column and will proceed in one year increments through Step 7 of the BA column as shown on Schedule-A.

#### Activity:

Band – Jr./Sr. H.S.	11.5
Business Prof. Of Am.	4
Head-to-Head	2
Art Club	2
World Language Club	2
Class Advisor – Freshman	1
Class Advisor – Sophomore	1
Class Advisor – Junior	2
Class Advisor – Senior	2.5
Debate	2
Drama – per play, others w/Board approval	3
Forensics – Jr./Sr. H.S.	6
National Honor Society	2
Quiz Bowl	2
Science Olympiad	2
Student Council – Jr. H.S.	1
Student Council – Elem.	1
Student Govt. Advisor – Sr. H.S.	2
Yearbook – Jr./Sr. H.S.	9

#### Training Expenses:

Per day pay of the current substitute teacher rate for attendance at training sessions\*, when no other compensation is provided, or college credit taken, with mileage and meal allowance. This is applied only when meeting is after school hours, summer, weekends, or in general on non-release time, with prior administrative approval.

\*School Improvement, Math Our Way, Reading Conference, Etc.

## Appendix 6 - Credit Reimbursement

### LETTER OF AGREEMENT

between the  
Beaverton Education Association (BEA)  
and the  
Beaverton Schools Board of Education

The parties agree that the following shall be available to certified staff during the 2023-2024 school year.

- Teachers hired under emergency certification requiring additional college course credits to apply for initial certification shall have full credit reimbursement for courses directly required for and applied toward initial teacher certification.
- With prior administrative approval, teachers seeking to add additional endorsements shall have full credit reimbursement for up to 6 credits per semester for college courses directly aligned to evidence-based practices (EBPs) – which include activities, strategies, and interventions – are "derived from or informed by objective evidence – most commonly, educational research or metrics of school, teacher, and student performance."

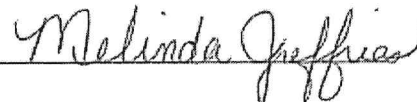
Beaverton Board of Education

Dated: May 17, 2023

By: 

Beaverton Education Association

Dated: 5-17, 2023

By: 

**Appendix 7 - LETRS Training**

**LETTER OF AGREEMENT**

between the

Beaverton Education Association (BEA)


and the

Beaverton Schools Board of Education

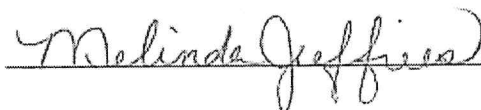
The parties agree that the following shall be available to certified staff during the 2022-2023 and 2023-2024 school years.

- Teachers successfully completing the expectations for LETRS training shall receive the following stipend payable in the month of June:
  - Completion of each session in all units 1-4 = \$1,000.00
  - Completion of each session in all units 5-8 = \$1,000.00

Beaverton Board of Education

Dated: May 17, 2023 By: 

Beaverton Education Association

Dated: 5-17, 2023 By: 



# BEAVERTON SCHOOLS

## Appendix 8 – SCHOOL CALENDAR

### BEAVERTON SCHOOLS | 2023-2024 CALENDAR

Month	Calendar Grid	Key Dates & Events	Notes																																																																																																			
<b>AUGUST '23</b>	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table> <p><small>(10 instructional days, 9 w/ students)</small></p>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p>15 <b>DPPD</b></p> <p>16 <b>Back Day</b> 11:30-6:40</p> <ul style="list-style-type: none"> <li>• ½ day DPPD</li> <li>• 4:30-6:30 Open House</li> </ul> <p>21 <b>1<sup>st</sup> Day of School</b></p> <p>Half Day, Students</p> <ul style="list-style-type: none"> <li>• ½ day DPPD</li> </ul>	<p>12 <b>No Students</b></p> <ul style="list-style-type: none"> <li>• <b>DPPD</b></li> </ul> <p>14 <b>Count Day</b></p>	<table border="1" style="width: 100%; text-align: center;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td></td><td></td></tr> </table> <p><small>(21 instructional days, 20 w/ students)</small></p>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29																
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The state allows up to 38 hours of qualifying PD to be used as instructional, and if it's a 4.5 hour day, you can count the day as well.

- PD must be aligned to SI plan & linked to one or more criteria in the evaluation tool.
- Not more than a combined total of 10 hours of PD can take place before the first scheduled day of school or after the last scheduled day of school.
- No more than 10 hours of qualifying PD can take place in a single month.
- At least 75% of teachers must participate in the PD. \* Qualifying PD must exceed 5 hours in one day.

**BEAVERTON SCHOOLS**

**Appendix 9 – GRIEVANCE FORM**

**GRIEVANCE REPORT FORM**  
**Beaverton Schools**

Grievance #

Distribution of form:

Building	Assignment	Name of Grievant	Date Filed
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**STEP 1**

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance:

2. Relief Sought:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant/or Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP II**

- A. Date Received by Superintendent:
- B. Disposition of Superintendent or Designee:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

- C. Position of Grievant/or Association:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**STEP III**

- A. Date Received by Board of Education or Designee:
- B. Disposition by Board:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

- C. Position of Association:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**STEP IV**

- A. Date Submitted to Arbitration:
- B. Disposition & Award of Arbitrator:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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If additional space is needed in reporting sections, attach additional sheets. All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_, \_\_\_\_\_, **WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.**