

LETTER OF AGREEMENT
BETWEEN
BEAVERTON SCHOOLS BOARD OF EDUCATION (“DISTRICT”) AND
BEAVERTON EDUCATION ASSOCIATION (“ASSOCIATION”)

The parties agree in this Letter of Agreement (“Agreement”) to the following terms:

1. **Signing incentive:** In an effort to attract and retain highly qualified and certified teachers to the District, the District is offering a signing bonus for certified teachers hired by the District for the start of the 2021-22 school year.
 - a. **Purpose:** The signing incentive payment(s) outlined in paragraph b is a bonus available to teachers meeting the conditions cited in paragraph c, and is contingent on the teacher working three complete school years, minus contractually provided sick and personal days.
 - i. Teachers who do not work a complete school year are not eligible for the signing incentive payment(s).
 - ii. The signing incentive payment will not be prorated if the teacher takes a leave of absence during the school year making the teacher ineligible for the payment.
 - b. **The signing incentive will include the following payments:**
 - i. Upon completion of the first year of employment in the 2021-22 school year, the teacher will receive a payment of \$4000;
 - ii. Upon completion of the second year of employment in the 2022-23 school year, the teacher will receive a payment of \$3000;
 - iii. Upon completion of the third year of employment in the 2023-24 school year, the teacher will receive a payment of \$2500; and
 - iv. Upon completing the first day of employment with the District in the 2021-22 school year, the teacher will receive a payment of \$500.
 - c. **Eligibility:** The eligibility criteria for receiving the signing incentive payment(s) are:
 - i. The teacher must be new to the teaching profession and employed by the District on a full-time basis. A teacher is “new to the teaching profession” if the teacher has not previously been employed as a classroom teacher by a public or private school in the state of Michigan or any other state.
 - ii. The teacher must hold a valid Michigan teaching certificate.
 - iii. The teacher is placed on BA - Step 1 of the salary schedule.
 - iv. The teacher must commit to teach at Beaverton Schools for three consecutive school years – 2021-22, 2022-23, and 2023-24.

- v. The teacher must complete each school year with an effective or highly effective evaluation rating to be eligible for the incentive payment for that school year.
 - vi. If the teacher is discharged or nonrenewed during a school year, the teacher is not eligible for the signing incentive payment for that year.
 - vii. Lump sum signing incentive payment(s) will be processed on the last pay period before June 30th for each year the teacher is eligible to receive the signing incentive payment(s) for employees hired on or before the first teacher work day of the school year. The payment(s) will be put into a qualified pre-tax retirement program, except for the Day 1 payment.
 - viii. The Parties agree that all payments made under this Agreement are considered Bonus Payments under Section 4.08.02 and are not reportable compensation. If the Office of Retirement Services determines that the payments made under this Agreement are considered reportable compensation the District may terminate this agreement without any further obligation to the individual employee or the Association.
 - ix. The teacher must agree to be paid his or her annual salary in 26 pays for the applicable school year.
 - x. If the teacher resigns from his or her employment during his or her first three consecutive years of employment, the employee will (1) forfeit the incentive payment for that school year; (2) not be eligible for any future incentive payment(s); and (3) be liable to repay all incentive payment(s) previously paid to the teacher with the exception of the \$500 Day 1 payment. Repayment may be made via the teacher's payroll through a deduction(s) amounting, in total, to no more than the incentive payments paid to the teacher.
 - xi. The teacher must sign an individual teacher contract with the District to receive the signing incentive payment(s). If the teacher does not sign an individual teacher contract with the District, the teacher forfeits all payments under this Agreement.
- d. The signing incentive payment(s) shall cease on June 30, 2024. Neither party provides any assurances that the signing incentive payment(s) will continue after June 30, 2024.
 - e. The signing incentive payment(s) and a teacher's eligibility to receive the payment(s) are not subject to binding arbitration under the grievance procedure outlined in the collective bargaining agreement.
2. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.

3. To the extent that this Agreement conflicts with the parties' current CBA, this Agreement shall control to the extent of such conflict.
4. This Agreement does not constitute the establishment of a precedent, practice, or binding working condition as to the interpretation, enforcement, or application of this Agreement between the parties, or any successor labor agreement between them as to any situation or circumstance other than the matter specifically addressed in this Agreement.

Melinda S. Jeffries

BEA President

05-06-2021

Date

[Signature]

Superintendent

5-6-2021

Date

[Signature]

Board President

5/24/21

Date