

AGREEMENT

BETWEEN THE

BEAVERTON RURAL SCHOOLS BOARD OF EDUCATION

and the

BEAVERTON EDUCATION ASSOCIATION

July 1, 2007 through June 30, 2010

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**AGREEMENT BETWEEN THE BEAVERTON RURAL SCHOOLS
AND
BEAVERTON EDUCATION ASSOCIATION**

This Agreement is entered into by and between the Board of Education of Beaverton Rural 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 Rural 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 II 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. 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

PAYROLL DEDUCTION OF ASSOCIATION DUES AND FEES

- A. All teachers employed in the Beaverton Rural Schools shall either:
1. Sign and deliver to the Superintendent or his designated agent an assignment authorizing deduction of membership dues of the Association, the Michigan Education Association and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year, or
 2. Cause to be paid a representation fee equivalent to the membership dues of the Association, the Michigan Education Association and the National Education Association.
- B. The failure of any teacher to comply with the above provision shall constitute just and reasonable cause for termination of employment, and the Board, upon receipt of a signed statement from the Association indicating that the above provision has not been complied with, shall immediately inform said teacher that his/her employment will be discontinued at the termination of the current semester.
- C. The Association will protect and save harmless; the Board from any or all claims, demands, suits and other forms of liability by reason of any action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.
- D. The deductions of membership dues and/or fees shall be made from the second paycheck of each month from September to May of each year of this contract; excepting June, when dues/fees will be deducted from the first pay and:
1. For new employees who are employed after the beginning of the deduction period, the Association shall commence receiving the regular monthly deductions for such teachers from the next succeeding paycheck.
 2. The remission of all dues and fees deducted from the Association under A. (1 and 2), shall be made to the treasurer of the Association together with a list of teachers from whom deductions have been made within five (5) days after the second paycheck of each month.
- E. All refunds claimed for dues and/or fees of the Beaverton Education Association, the Michigan Education Association and the National Education Association under such dues authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deductions and agrees to hold the Board harmless from all claims or excessive dues deductions.
- F. 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 members and is approved by the Superintendent/Board.

- G. Nothing contained herein shall be construed to deny or restrict to 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.

ARTICLE II

TEACHER'S RIGHTS

- A. Pursuant of Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to 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. 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; that it 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.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. 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.
- D. 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.
- E. 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 III

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 IV

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 extra-curricular activities shall be remunerated according to Appendix B and C.
- C. Any teacher who is assigned and accepts 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.

A teacher who acts as a substitute during his/her conference/planning period for a single day, shall be paid \$32.50 per hour.

- D. Teachers shall not be required to report more than three (3) days prior to the beginning of classes or to remain more than one day after classes end. Additional days will be required for new hires and probationary teachers as noted in Article V, section B. 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, including arbitration, shall be released from regular duties without loss of salary.
- G. 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.

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 (ie., arrival, starting, preparation, lunch, and ending of the work day).

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

1. K-3 teachers are expected to be in their assigned buildings between the hours of 7:45 AM and 3:25 PM and 4-12 teachers are expected to be in their assigned buildings between the hours of 7:50 AM and 3:30 PM unless permission is obtained from the building principal to deviate from these times.
2. Teachers may be assigned to their teaching station as close as five (5) minutes after their required arrival time.
3. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building except for compensated extra curricular activities.
4. Counselors --whose positions require student, parent or other contacts beyond the limits of the regular instructional day-- shall 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 167 days of pupil instruction. Teachers are expected to report to work, in addition to the 167 pupil instruction days for two (2) teacher record days, one (1) teacher orientation day, five (5) professional development days, and one (1) parent-teacher conference day will be worked by all professional staff. 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 BEA 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 requirement 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 Expense 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 BEA, 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, including those held until 3:30 p.m.
- D. All teachers shall be entitled to a thirty minute duty free lunch period unless requested by the building principal to temporarily assist in school related activities. Teachers will continue to respond to student needs during lunch period or make arrangements to assist students at another time during the day. 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. Morning faculty meetings must be scheduled at least one day prior to the meeting and teachers duly notified of such. After school faculty meetings shall begin no later than ten (10) minutes after student dismissal and may be scheduled as follows: One forty-five (45) minute meeting per month with 72 hours notice, one thirty (30) minute meeting per month with 48 hours notice, and unlimited meetings of fifteen (15) minutes per month with 48 hour notice.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

- A. K-6 grade 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. These planning periods may be used during recess, music, art, library, P.E., computer education or other regularly scheduled specials. Every effort will be made to schedule at least one of the planning periods during recess. Through staffing and scheduling changes, the administration will attempt to increase and block planning periods causing adjustments to the stated break schedule but will not result in less planning time should shifts be made.

Each secondary classroom teacher will be given an equivalent of one unassigned preparation period each day. All faculty and staff 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. Since pupils are entitled to be taught by teachers who are working within their area of competence:
 1. For the 2005-2006 school year, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
 2. The Letter of Agreement concerning compliance with the ESEA shall remain in effect for the duration of this contract. See Appendix A.

- C. Teachers who will be affected by a change in grade and building assignments in the elementary school grades and by changes in secondary school grades will be notified and consulted by their principals as soon as possible and prior to July 1. Such changes will consider the affected teacher's wishes where possible. Except in emergencies, final teaching and building assignments must be made by July 10 and teacher notified of such assignment. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- D. CA-60's shall be recorded with student information by K-6 teachers during scheduled Teacher Record time or no later than two weeks following the end of the current semester with administrator approval. CA-60 folders and permanent record books shall be filled out by office personnel for all 7-12 grade teachers. Should our technology advancements render record days and CA-60 filings 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 will require consultation and agreement in advance between the BEA and the Administration.
- E. 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.
- F. 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.
- G. With the approval of the Superintendent, the building principal may require school counselors and media specialists to begin work before school opens and to remain after school ends for the purpose of working on related school activities; extra time before and after the regular school year shall be limited in scope. Pay for these extra days will be equal to their normal per diem pay. Notification will be given fifteen (15) calendar days prior to the end of school and will concern both the pre-school and the post-school sessions.

ARTICLE VII

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. In the event a teacher in grades K-6 is required to instruct more than thirty (30) pupils, he/she shall be compensated at \$100 per pupil above thirty. The foregoing is based on the membership count as of the fall membership count days. Further, the class size limitation above is not inclusive of special classes, recess, or general supervision assignments.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association, within budgetary allowances.

- C. 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.
- D. 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 voice mail and e-mail to facilitate intra/inter building and parent communications.
- E. Adequate parking facilities shall be made available to staff members for their own use.
- F. No religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private life of a teacher is of no concern to the Board, unless it affects the performance in the classroom. However, any member of an UnAmerican activities group shall be thoroughly investigated and dismissed or discharged from employment according to the due process of law.
- G. 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.

ARTICLE VIII

VACANCIES AND PROMOTIONS

- 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 Rural Schools web site (beaverton.k12.mi.us). No vacancy shall be filled, except in case of emergency, or on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days; unless the administration is provided with written approval from the BEA President or other BEA ranking officer.
- B. Teachers may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of service to the district, and other relevant factors. Compliance with the ESEA, as stated in Appendix A, will be followed.
- C. "Service" in the system, for purpose of this Agreement, shall mean continuous employment in the school district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause except involuntary service in the armed forces.

ARTICLE IX

TRANSFERS

- A. The parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other buildings shall be posted in the same manner as provided in Article VIII.
- C. 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 X

LEAVE POLICIES

- A. Sick Leave Policy
 - 1. In the 2005-2006 contract year, each teacher shall accrue eight (8) days per year for salaried covered sick leave. After the 2005-2006 contract year, 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. Sick leave cannot be used for personal business or recreation. Any teacher exceeding the 140 accumulated sick leave limit in any given year shall be awarded \$70.00 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.
 - 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, and parent/son/daughter-in-law.
 - 3. Salary covered sick leave may be used to cover bereavement time for immediate family members as defined in Article X, section 2 and the following additions: aunt, uncle, niece, nephew, grandparent, grandparent-in-law, grandchild, sister-in-law, brother-in-law, or other dependents of the immediate household. Additional days may be included at the discretion of the Superintendent of Schools.
 - 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. 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. There is no guarantee that any teacher shall be returned to a specific building, grade level or special assignment at the conclusion of a period of absence exceeding one semester. Whenever possible, the Board will make every effort to return a teacher who has been on extended leave to the same or a comparable position to that held before the leave. The Board may extend the leave for an additional year if requested to do so by a teacher wishing to return who is unwilling to accept the assignment offered, or if there is no position available for which he or she is qualified.
- 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 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 and provided a certified replacement cannot be found, the teacher will cooperate with the administration in seeking to be excused from such service.
- b. Court appearance as a witness in cases involving the Beaverton Rural 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 faculty with tenure upon application, providing a suitable replacement can be found, for the following purpose:
 - a. Study related to the teacher'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 teacher.

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 insure 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 purpose of the salary schedule set forth in Appendix 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 Worker's 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.
14. Upon retirement and entering a teacher retirement program or upon death, after ten (10) years service to the Beaverton Rural 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.
15. Teachers who terminate their employment with Beaverton Rural Schools after at least 10 years of service in the District, shall be paid 50% of the substitute teacher rate (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 B., 14., above. They shall not receive both payments.

ARTICLE XI

PERSONAL LEAVE

- A. In the 2005-2006 contract year, each teacher shall be granted five (5) personal leave days with pay. These days, if not used, will be added to the teacher's accumulated personal leave days to a maximum of five (5) personal leave days at the end of the school year. After the 2005-2006 contract year, 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 XI, para C, nor shall they be used the first two weeks of school or the last two weeks of school except in case of emergency. At least 48 hours advance notice must be given to the building principal except in case of emergency. Not more than three (3) teachers at the Primary School, four (4) teachers at the Middle School, and three (3) teachers at the High School shall be given personal leave on the same day. Personal days shall not be used for professional development or make-up days.

- 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. The following vacation/holidays may be extended by use of personal days: Christmas, Good Friday/Easter, Thanksgiving, Deer Hunting (Nov. 15), February Break, 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 14 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 that they are seeking to extend. No applications will be taken prior to September 10th of each year. All drawings must be done sixty (60) days before each vacation or holiday. If no applications have been made, the time limits will be waived by the building principal. Provided substitutes can be scheduled, two (2) teachers per building, may be absent on a first come, first served basis.
- D. Unpaid leave, if approved by the administrator, will not receive Board paid benefits after the second day of absence.

ARTICLE XII

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 effective November 1, 2008, to all full and part time teachers:

PAK A – FOR TEACHERS NEEDING HEALTH INSURANCE

Major Medical	MESSA Choices II SCI XVA2, \$5/\$10 RX
Life Insurance	\$40,000, AD&D Disability waiver will apply
Vision	VSP 2
Dental	80/80/80: \$1,000 Annual Maximum No Orthodontics Two Cleanings Per year

PAK B- FOR TEACHERS NOT NEEDING HEALTH INSURANCE

Life Insurance	\$40,000, AD&D Disability waiver will apply
Vision	VSP2
Dental	80/80/80: \$1,000 Annual Maximum No Orthodontics Two Cleanings Per year
\$100 per month cash in lieu of health insurance through the District's Sections 125 Plan	

- B. Each teacher must elect either PAK A or PAK B. Teachers who elect Pak A, shall pay 15% of the insurance cost. Insurance becomes effective September 1 and is effective through August 31 of each contractual year.
- C. Teachers who work the contracted school year shall receive a full year of insurance. The months of insurance benefits coverage for teachers who are hired after the start of a school year or teachers who do not complete a school year, shall be reduced accordingly. Calculations shall be based on the number of contracted days of service for a school year entitling teachers to a full year (365 or 366 days) of benefits.
- D. The District shall pay the PAK A premium less 15% of the insurance cost for all full-time teachers. Teachers who elect PAK A shall sign an agreement to pay 15% of the appropriate insurance premium (98% of the single, 2 person, full family premium). Teachers who elect Pak A shall have the option to pay their health insurance premium through the District's Section 125 Plan.

ARTICLE XIII

TEACHING EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eaves-dropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the contents of his own personnel evaluation 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.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. 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.
- D. No teacher shall be disciplined, reprimanded or deprived of any professional advantage which does not amount to a demotion under the Tenure Act without just cause. Any such discipline, reprimand or deprivation including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth.
- E. 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.

ARTICLE XIV

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 who is acting within the framework of Board policy, shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher 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 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. If a teacher using reasonable caution shall suffer a loss while on duty 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 be expected to exercise reasonable care with respect to the safety of pupils and property, but 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 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 XV

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 members 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 counterproposals, 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.

ARTICLE XVI

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, relating to wages, hours, terms, or conditions of employment, may file a grievance in accordance with the following steps: The Board hereby designates as its representatives for such purpose the principal in each school building and the Superintendent of Schools where the particular grievance arises in more than one school building.
- B. The Association hereby agrees that it shall designate an Association member to represent its membership. 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:
 school year- teacher working days
 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 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 Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Association. 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 judgement 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.

ARTICLE XVII

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 voice mail. 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 polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- 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.
- E. Copies of this Agreement shall be made available at the expense of the Board and presented 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. Training Expenses: Per day pay of \$70.00 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:

- a. must be specifically approved in advance by both the building principal and central administration prior to attendance.
- b. 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)
- c. 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.

H. 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 member of the bargaining unit.
 - 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 and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
3. A stipend will be paid to the mentor for each mentee in accordance with Schedule C.

I. ESEA Provisions

1. Language relating to the requirements of the Elementary and Secondary Education Act (ESEA) is stated in the Letter of Agreement at Appendix A.

ARTICLE XVIII

LAYOFF PROCEDURE

- 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 Rural 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. Should the position become more than a semester, the temporary employee will be hired retroactively as a bargaining unit member with seniority retroactive to date of hire. 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. Every effort shall be made to place teachers of grades 7 and 8 in their major or minor field of preparation.
- D. Any teacher who is granted Tenure shall have seniority from the last date of hire.
- E. The Board of Education shall prepare a seniority list and transmit a copy of the same to the Association on or before the 1st day of April each year the Board deems it necessary to issue layoff notices.
- F. Necessary reduction of personnel - LAYOFF. 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.

The Board will follow the requirements established in the State Teacher Tenure Act. In accordance with the tenure laws the following procedures will be used:

Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.

- G. Recall - Seniority teachers shall be recalled in inverse order for which they are certified and qualified without making application.
- H. In the event a teacher is recalled to a position in the Beaverton Rural Schools, he/she shall not sustain any loss in accumulated sick leave, seniority, or any other benefits which were accumulated prior to layoff.
- I. A recall list shall be maintained by the Board.
- J. Refusal to accept recall at any time terminates all rights.
- K. In the event a curtailment of the curriculum is necessary the relevance of the educational departments shall be studied by a joint committee of three representatives of the Board and three representatives of the Association. The Board shall make the final determination.
- L. A joint committee of three representatives of the Board and three representatives of the Association shall study qualification of teachers and make recommendations to the Board, which shall make the final determination based on the committee's recommendations.

ARTICLE XIX

Duration of Agreement

This agreement shall be effective as of July 1, 2007 and shall continue in effect until the 30th day of June, 2010. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

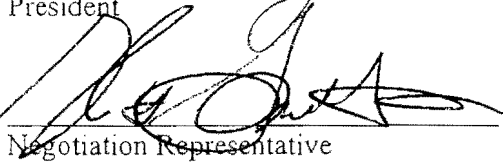
BOARD OF EDUCATION



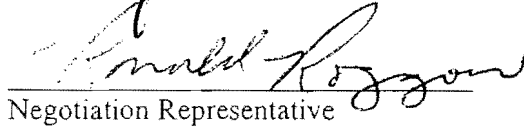
President



Secretary



Negotiation Representative

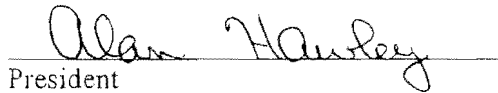


Negotiation Representative

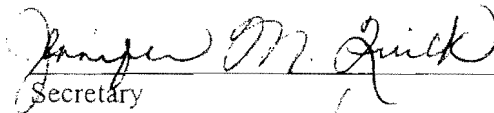
Negotiation Representative

Negotiation Representative

BEAVERTON EDUCATION ASSOCIATION



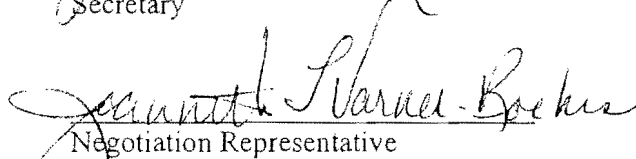
President



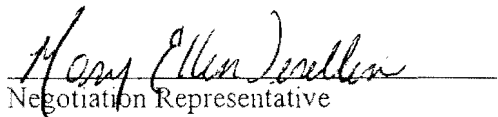
Secretary



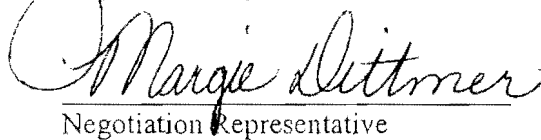
Negotiation Representative



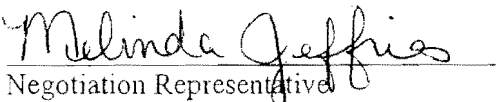
Negotiation Representative



Negotiation Representative



Negotiation Representative



Negotiation Representative

Negotiation Representative

BEAVERTON RURAL SCHOOLS

SCHEDULE "A"

2007-2008

Step	Index	BA	BA+20	MA	MA+15	MA+30
1	<i>1.00</i>	32,271	34,531	35,566	37,345	39,211
2	<i>1.05</i>	33,885	36,258	37,344	39,212	41,172
3	<i>1.10</i>	35,499	37,984	39,123	41,080	43,132
4	<i>1.15</i>	37,112	39,711	40,901	42,947	45,093
5	<i>1.20</i>	38,726	41,438	42,679	44,814	47,053
6	<i>1.25</i>	40,339	43,164	44,458	46,681	49,014
7	<i>1.30</i>	41,953	44,891	46,236	48,549	50,974
8	<i>1.35</i>	43,566	46,617	48,014	50,416	52,935
9	<i>1.40</i>	45,180	48,344	49,793	52,283	54,896
10	<i>1.45</i>	46,794	50,070	51,571	54,150	56,856
11	<i>1.50</i>	48,407	51,797	53,349	56,018	58,817
12	<i>1.55</i>		53,524	55,127	57,885	60,777
13	1.60		55,250	56,906	59,752	62,738
15			56,119	57,776	60,621	63,609
20			56,887	58,546	61,391	64,378
25			57,657	59,314	62,159	65,147

The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth, by contract days.

Upon written receipt of verification of successful completion of additional graduate hours, from college and/or university instruction, with a transcript furnished upon request, the Board of Education will move the teacher horizontally on the salary schedule at the beginning (first payroll period) of the subsequent semester.

BEAVERTON RURAL SCHOOLS

SCHEDULE "A"

2008-2009

Step	Index	BA	BA+20	MA	MA+15	MA+30
1	<i>1.00</i>	32,803	35,101	36,153	37,961	39,858
2	<i>1.05</i>	34,444	36,856	37,960	39,859	41,851
3	<i>1.10</i>	36,084	38,611	39,768	41,757	43,844
4	<i>1.15</i>	37,724	40,366	41,576	43,655	45,837
5	<i>1.20</i>	39,364	42,121	43,383	45,553	47,830
6	<i>1.25</i>	41,004	43,876	45,191	47,451	49,822
7	<i>1.30</i>	42,645	45,631	46,999	49,350	51,815
8	<i>1.35</i>	44,285	47,386	48,806	51,248	53,808
9	<i>1.40</i>	45,925	49,141	50,614	53,146	55,801
10	<i>1.45</i>	47,565	50,896	52,422	55,044	57,794
11	<i>1.50</i>	49,205	52,651	54,229	56,942	59,787
12	<i>1.55</i>		54,406	56,037	58,840	61,780
13	1.60		56,161	57,845	60,738	63,773
15			57,045	58,729	61,621	64,659
20			57,826	59,512	62,404	65,440
25			58,608	60,293	63,185	66,222

The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth, by contract days.

Upon written receipt of verification of successful completion of additional graduate hours, from college and/or university instruction, with a transcript furnished upon request, the Board of Education will move the teacher horizontally on the salary schedule at the beginning (first payroll period) of the subsequent semester.

BEAVERTON RURAL SCHOOLS

SCHEDULE "A"

2009-2010

Step	Index	BA	BA+20	MA	MA+15	MA+30
1	1.00	33,295	35,628	36,695	38,530	40,456
2	1.05	34,960	37,409	38,530	40,457	42,479
3	1.10	36,625	39,190	40,365	42,383	44,501
4	1.15	38,289	40,972	42,200	44,310	46,524
5	1.20	39,954	42,753	44,034	46,236	48,547
6	1.25	41,619	44,534	45,869	48,163	50,570
7	1.30	43,284	46,316	47,704	50,090	52,593
8	1.35	44,948	48,097	49,539	52,016	54,615
9	1.40	46,613	49,879	51,373	53,943	56,638
10	1.45	48,278	51,660	53,208	55,869	58,661
11	1.50	49,943	53,441	55,043	57,796	60,684
12	1.55		55,223	56,878	59,722	62,707
13	1.60		57,004	58,712	61,649	64,729
15			57,901	59,610	62,545	65,629
20			58,693	60,405	63,340	66,422
25			59,487	61,197	64,133	67,215

The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth, by contract days.

Upon written receipt of verification of successful completion of additional graduate hours, from college and/or university instruction, with a transcript furnished upon request, the Board of Education will move the teacher horizontally on the salary schedule at the beginning (first payroll period) of the subsequent semester.

**BEAVERTON RURAL SCHOOLS
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:

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 – 9 th	6
Basketball – 7 th /8 th	5
Basketball – 7 th /8 th Asst.	2.5
Cheerleading – Var. Basketball	2.5
Cheerleading – Var. Football	2.5
Cheerleading – J.V. Basketball	2
Cheerleading – J.V. Football	2
Cheerleading – 7 th /8 th	2.5
Cross Country – H.S.	8
Cross Country – J.H.	3
Football – Varsity	10
Football – Asst. Varsity	6
Football – J.V.	7
Football – Asst. J.V.	5
Football – 9 th	6
Football – Asst. 9 th	5
Golf	4
Pom Pon	2
Track – H.S. Head	10
Track – H.S. Asst.	6
Track – J.H.	4
Volleyball – Varsity	10
Volleyball – J.V.	7
Volleyball – 9 th	6
Wrestling – Varsity	10
Wrestling – H.S. Asst.	6

**BEAVERTON RURAL SCHOOLS
SCHEDULE – C**

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

Activity:

Band – H.S.	10
Band – J.H.	1.5
Business Prof. Of Am.	4
Class Advisor – Freshman	1
Class Advisor – Sophomore	1
Class Advisor – Junior	2
Class Advisor – Senior w/Trip	5
- Senior wo/Trip	2.5
Drama – per play, others w/Board approval	3
FCCLA /H.E.R.O.	4
Forensics – H.S.	4
Forensics – J.H.	2
National Honor Society	1
Student Council – M.S.	2
Student Council – J.H.	2
Student Govt. Advisor – H.S.	2
**Teacher Mentor – per year/per mentee	Year 1 of mentee \$500.00
	Year 2 of mentee \$250.00
	Year 3 of mentee \$ 50.00
Yearbook – H.S.	8
Yearbook – J.H.	2
Special Groups:	2
Debate	
Hurray For Books	
Odyssey of the Mind	
PRIDE	
Quiz Bowl	
Science Olympiad	
Academic Track	

Training Expenses:

Per day pay of \$70.00 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.

** Amount to be paid to one teacher as mentor, limited to one probationary teacher per year.

**BEAVERTON RURAL SCHOOLS
2007-08 SCHOOL CALENDAR
REVISED August 23, 2007**

AUG 28	STAFF ORIENTATION
AUG 29-30	PROFESSIONAL DEVELOPMENT INSERVICE
AUG 31	NO SCHOOL - FRIDAY BEFORE LABOR DAY
SEPT 3	NO SCHOOL - LABOR DAY
SEPT 4	FIRST DAY FOR STUDENTS – PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
NOV 2	END OF FIRST MARKING PERIOD (9WKS/43.5 STUDENT DAYS)
NOV 8	PARENT/TEACHER CONFERENCE 1:00 P.M.-4:00 P.M. 5:00 P.M.– 8:00 P.M. PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
NOV 9	PRIMARY DISMISS AT 11:20 A.M., MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF DISMISS AT 11:45 A.M.
NOV 15	NO SCHOOL – FIRST DAY OF DEER SEASON
NOV 22-23	NO SCHOOL – THANKSGIVING
DEC 3	NO STUDENTS-PROFESSIONAL DEVELOPMENT INSERVICE
DEC 21	LAST DAY BEFORE CHRISTMAS BREAK
JAN 3, 2008	SCHOOL RESUMES
JAN 18	END OF FIRST SEMESTER / END OF SECOND MARKING PERIOD (10WKS/42 STUDENT DAYS)
JAN 21	NO SCHOOL – TEACHER RECORD DAY
JAN 22	SECOND SEMESTER BEGINS
FEB 15	NO STUDENTS – PROFESSIONAL DEVELOPMENT INSERVICE
FEB 18	NO SCHOOL
FEB 19	NO SCHOOL
MAR 20	END OF THIRD MARKING PERIOD (9 WKS/40 STUDENT DAYS)
MAR 21	NO SCHOOL - GOOD FRIDAY
MAR 24	NO SCHOOL
APR 4	LAST DAY BEFORE SPRING BREAK
APR 7-11	NO SCHOOL – SPRING BREAK
APR 14	SCHOOL RESUMES
MAY 5	PROFESSIONAL DEVELOPMENT INSERVICE
MAY 22	GRADUATION
MAY 23	NO SCHOOL- FRIDAY BEFORE MEMORIAL DAY
MAY 26	NO SCHOOL – MEMORIAL DAY
MAY 29	LAST DAY FOR STUDENTS- PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
MAY 30	TEACHER RECORD DAY/END OF FOURTH MARKING PERIOD (9WKS/39.5 STUDENT DAYS)

Special education programs and services are provided for at least the minimum amount of hour/days of teacher/pupil contact as regular education programs.

SCHOOL HOURS FOR STUDENTS:

PRIMARY	8:00 A.M. – 3:02 P.M.
MIDDLE SCHOOL	8:05 A.M. – 3:07 P.M. NORTH 8:05 A.M. – 3:10 P.M. SOUTH
HIGH SCHOOL	8:05 A.M. – 3:10 P.M.

**BEAVERTON RURAL SCHOOLS
2008-09 SCHOOL CALENDAR
*REVISED - SEPTEMBER 15, 2008**

AUG 26	STAFF ORIENTATION
AUG 27-28	PROFESSIONAL DEVELOPMENT INSERVICE
AUG 29	NO SCHOOL - FRIDAY BEFORE LABOR DAY
SEPT 1	NO SCHOOL - LABOR DAY
SEPT 2	FIRST DAY FOR STUDENTS – PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
OCT 31	END OF FIRST MARKING PERIOD (9WKS/43.5 STUDENT DAYS)
NOV 6	PARENT/TEACHER CONFERENCE 1:00 P.M.-4:00 P.M. 5:00 P.M.– 8:00 P.M PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
NOV 7	PRIMARY DISMISS AT 11:20 A.M., MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF DISMISS AT 11:45 A.M.
NOV 27-28	NO SCHOOL – THANKSGIVING
DEC 1	NO STUDENTS-PROFESSIONAL DEVELOPMENT INSERVICE
DEC 19	LAST DAY BEFORE CHRISTMAS BREAK
JAN 5, 2009	SCHOOL RESUMES
JAN 16	END OF FIRST SEMESTER / END OF SECOND MARKING PERIOD (9WKS/42 STUDENT DAYS)
JAN 19	NO SCHOOL – TEACHER RECORD DAY
JAN 20	SECOND SEMESTER BEGINS
FEB 13	NO STUDENTS – PROFESSIONAL DEVELOPMENT INSERVICE
FEB 16	NO SCHOOL
FEB 17	NO SCHOOL
MAR 20	END OF THIRD MARKING PERIOD (9 WKS/41 STUDENT DAYS)
MAR 27	LAST DAY BEFORE SPRING BREAK
MAR 30-APR 3	NO SCHOOL – SPRING BREAK
APR 6	SCHOOL RESUMES
APR 10	NO SCHOOL – GOOD FRIDAY
MAY 4	PROFESSIONAL DEVELOPMENT INSERVICE
MAY 21	GRADUATION
MAY 22	NO SCHOOL- FRIDAY BEFORE MEMORIAL DAY
MAY 25	NO SCHOOL – MEMORIAL DAY
MAY 28	LAST DAY FOR STUDENTS- PRIMARY DISMISS AT 11:20 A.M MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M STAFF FULL DAY
MAY 29	TEACHER RECORD DAY/END OF FOURTH MARKING PERIOD (9WKS/39.5 STUDENT DAYS)

Special education programs and services are provided for at least the minimum amount of hour/days of teacher/pupil contact as regular education programs.

*EFFECTIVE MONDAY, SEPTEMBER 15, 2008 – NEW DISMISSAL TIMES

SCHOOL HOURS FOR STUDENTS:

PRIMARY	8:00 A.M. – 3:02 P.M.
MIDDLE SCHOOL	8:00 A.M. – 3:07 P.M. NORTH 8:05 A.M. – 3:10 P.M. SOUTH
HIGH SCHOOL	8:05 A.M. – 3:10 P.M.

**BEAVERTON RURAL SCHOOLS
2009-10 SCHOOL CALENDAR**

SEPT 1	STAFF ORIENTATION
SEPT 2 & 3	PROFESSIONAL DEVELOPMENT INSERVICE
SEPT 4	NO SCHOOL - FRIDAY BEFORE LABOR DAY
SEPT 7	NO SCHOOL - LABOR DAY
SEPT 8	FIRST DAY FOR STUDENTS – PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
NOV 6	END OF FIRST MARKING PERIOD (9 WKS/43.5 STUDENT DAYS)
NOV 12	PARENT/TEACHER CONFERENCE 1:00 P.M.-4:00 P.M. 5:00 P.M.– 8:00 P.M. PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
NOV 13	PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF DISMISS AT 11:45 A.M.
NOV 26-27	NO SCHOOL – THANKSGIVING
DEC 7	NO STUDENTS-PROFESSIONAL DEVELOPMENT INSERVICE
DEC 22	LAST DAY BEFORE CHRISTMAS BREAK
JAN 4, 2010	SCHOOL RESUMES
JAN 22	END OF FIRST SEMESTER / END OF SECOND MARKING PERIOD (10 WKS/44 STUDENT DAYS)
JAN 25	NO SCHOOL – TEACHER RECORD DAY
JAN 26	SECOND SEMESTER BEGINS
FEB 12	NO STUDENTS – PROFESSIONAL DEVELOPMENT INSERVICE
FEB 15	NO SCHOOL
FEB 16	NO SCHOOL
MAR 26	END OF THIRD MARKING PERIOD (9 WKS/41 STUDENT DAYS)
MAR 26	LAST DAY BEFORE SPRING BREAK
MAR 29-APR 2	NO SCHOOL – SPRING BREAK
APR 5	SCHOOL RESUMES
MAY 3	PROFESSIONAL DEVELOPMENT INSERVICE
MAY 20	GRADUATION
MAY 27	LAST DAY FOR STUDENTS- PRIMARY DISMISS AT 11:20 A.M. MIDDLE SCHOOL & HIGH SCHOOL DISMISS AT 11:35 A.M. STAFF FULL DAY
MAY 28	TEACHER RECORD DAY/END OF FOURTH MARKING PERIOD (8 WKS/ 37.5 STUDENT DAYS)

Special education programs and services are provided for at least the minimum amount of hour/days of teacher/pupil contact as regular education programs.

SCHOOL HOURS FOR STUDENTS:

PRIMARY	8 00 A.M – 3 02 P.M
MIDDLE SCHOOL	8.00 A M – 3:07 P.M NORTH 8:05 A.M – 3.10 P.M. SOUTH
HIGH SCHOOL	8 05 A.M. – 3 10 P.M.

APPENDIX A

GRIEVANCE REPORT FORM
Beaverton Rural Schools

Grievance #
Distribution of form:

Building	Assignment	Name of Grievant	Date Filed

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

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.**

APPENDIX B

LETTER OF AGREEMENT

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

- A. **Compliance with the ESEA.** The Association and all teachers recognize the Board's intent and obligation to comply with the ESEA as revised. The Board and the Association likewise recognize Section 1116(d) of the ESEA. The Association will be notified in the event the Board takes action for the purpose of complying with the ESEA if it is believed such action will adversely affect the employment status of a bargaining unit member. If the Association believes the Board has taken such action without notifying the Association, the Association will notify the Board so that the action can be discussed.
- B. **Highly Qualified Defined.** "Highly Qualified" shall be defined as satisfying the appropriate provisions of ESEA legislation, as interpreted by the Michigan Department of Education for implementation in Michigan public school districts.
- C. **Highly Qualified Teacher Requirement.** Teachers who are required by the ESEA to be "highly qualified" shall have elected and satisfied a State or federal option for becoming "highly qualified" or any local option for doing so which has been approved by the Board, by the date mandated by the ESEA. It shall be the teacher's choice as to which State approved option he/she elects to satisfy.
- D. **Portfolio Review Team (PRT).** A PRT shall be established to conduct an assessment if the portfolio option is elected and pursued by any teacher. The PRT shall be composed of an equal number of administrators approved by the District and bargaining unit members approved by the Association. The number of committee members shall not exceed six (6). The PRT shall make a determination whether each employee has become "highly qualified" by meeting the portfolio option using State approved forms.
- E. **Fallure to Satisfy Highly Qualified Requirement.** A teacher who is required to be "highly qualified" for his/her teaching assignment by the ESEA and who has not become "highly qualified" by the ESEA deadline, shall be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted pursuant to the Collective Bargaining Agreement between the Board and the Association. If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified, he/she will be placed on layoff status under the provisions of Article XVIII of the Collective Bargaining Agreement between the Board and the Association, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. Any teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in the Collective Bargaining Agreement between the Board and the Association.

F. **Assistance.** The Board will assist teachers who must become "highly qualified" by reimbursement of MTTC fees for each area needed by the teacher to become "highly qualified." The reimbursement shall be 100% of the fees for first time testing and 50% of the fees for second time testing, if needed.

G. **School Improvement Plans (SIP).**

1. As provided by Section 1116(d) of the ESEA, no SIP implemented pursuant to Section 1116 of the ESEA shall alter, modify, violate or supercede the Collective Bargaining Agreement between the Board and the Association.
2. Any participation in a SIP committee shall be voluntary. Participation, or lack of participation, in a SIP committee shall not be treated differently than participation, or lack of participation, in other committees for purposes of the Board's employment decisions.

H. **Evaluation for Purposes of Complying with the ESEA.** The parties agree that parents, students, or District employees other than the appropriate administrators will not be used to evaluate bargaining unit members. Test scores or test results will not be used as the sole criteria to evaluate bargaining unit members for employment purposes. No bargaining unit member will be compelled to evaluate other employees unless required by the ESEA.

BEAVERTON RURAL SCHOOLS BOARD OF EDUCATION

Dated: 6-17, 2004

By: Ralph Lopez
ITS Pres

BEAVERTON EDUCATION ASSOCIATION

Dated: 6-10, 2004

By: Wanda Hawley
ITS President

APPENDIX C
SEPTEMBER 22, 2008
2008-2009 AND 2009-2010

1. During the 2009-2010 school year, each party may bring three (3) language issues to the table for consideration.
2. Employee pay will be balanced for the remaining pay periods. No retroactive paychecks will be issued.

