

AGREEMENT

BETWEEN THE

BEAVERTON RURAL SCHOOLS BOARD OF EDUCATION

and the

BEAVERTON EDUCATION ASSOCIATION

THIS CONTRACT IS IN EFFECT UNTIL JUNE 30, 2016

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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.
- 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 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.
- B. Pursuant of Act 379 of the Public Acts of 1965, the Board and the Union 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 Union 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 appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such 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 extra-curricular 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.

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 C for each period he/she is substituting. The teacher shall have the option to select compensatory time when he/she has substituted 360 minutes. Compensatory time must be used in full day intervals only, 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) days prior to the beginning of classes or to remain more than one day after classes end. 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.

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 175 days of pupil instruction. Teachers are expected to report to work, in addition to the 175 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. 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 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 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 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. Morning faculty meetings must be scheduled at least two days prior to the meeting and teachers duly notified of such. Morning faculty meetings shall begin no earlier than thirty (30) minutes prior to regular teacher arrival times and may be scheduled as follows: one thirty (30) minute meeting per month. 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 notification, one thirty (30) minute meeting per month with 48 hours notification, and unlimited meetings of fifteen (15) minutes per month with 48 hour notice. No month can have both a thirty (30) minute before and a thirty (30) minute after school meeting.

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. 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.
- C. 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.
- D. 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 shall be paid the second pay of June each year.
- D. 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:
 - 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 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: Merit Pay will be put into a qualified pre-tax retirement program for the 2015-2016 school year per the terms of the Letter of Agreement dated June 4, 2015.

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. 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 on the second payroll of the month following each official count day. 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 voice mail and e-mail to facilitate intra/inter building and parent communications.
- D. Adequate parking facilities shall be made available to staff members for their own use.
- E. 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.
- 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.

ARTICLE IX - JOB SHARING

Job Sharing

1. Full-time positions for the purpose of job sharing may be made available:
 - a. at the discretion of the Board;
 - b. upon recommendation of the Superintendent or designee;
 - c. with the approval of the building principals in whose buildings shared positions will be located; and
 - d. within the allocated staff positions for the current school year;
 - e. on a purely voluntary basis.

2. Definition of Shared Time Teaching

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. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.

3. Conditions of Operation

The Board may approve shared positions for the current school year dependent upon the following:

- a. The teachers will not file for unemployment benefits while employed in a shared position of a voluntary nature.
- b. When a shared position is terminated, each teacher partner will return to full employment only in accordance with Article XX as appropriate.
- c. The ability of the district to create a shared position without rescheduling large numbers of students. In lower elementary positions or in self-contained classrooms, shared time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
- d. 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.
- e. The teacher partners having attained tenure in the District.

- f. 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.
- g. The Board and the Association shall work closely together on implementation and evaluation of the shared time program
- h. No teacher in the district shall be involuntarily transferred in order to create shared time positions.
- i. Job sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if sixty (60) days written notice shall be given prior to the end of the school year should the Board decide to eliminate one or all of the job sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job sharing position, the position may be terminated by the Board.
- j. 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.

4. Compensation and Benefits

Shared time positions will be compensated as follows:

- a. 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.
- b. Full seniority will accrue to a person in a shared time position.
- c. 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.
- d. The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.

Salary may be spread over the school year (21 pays) or over the calendar year (26 pays).

ARTICLE X - VACANCIES

- 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. 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. 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 vacancy. In filling such vacancy, the Board agrees to give consideration to the professional background and attainments of all applicants.

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 \$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, 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. Salary covered sick leave may be used to cover bereavement time up to five (5) days 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 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 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 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 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 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 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.

C. Family Medical Leave

1. The Employer 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. Beaverton Rural School District requires the completion of the Family Leave Request Form, along with medical certification to support the request for 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 serious health condition. 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 XI, paragraph D. At least 48 hours 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 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.
- D. 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. By September 10th of each year, the BEA will post a list of extension application deadlines in each teacher's lounge and a copy will be given to each building administrator. 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 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 2015-2016, the Board has chosen under the Senate Bill 7, Public Act 152, to go with the hard cap for insurance premiums.

Single	\$5,992.30
2Person	\$12,531.75

Family \$16,342.66

Major Medical PAK A FOR TEACHERS NEEDING HEALTH INSURANCE

MESSA CHOICES/CHOICES II
SAVER Rx Coverage
\$20 Office Visit
\$25 Urgent Care Visit
\$50 Emergency Room
\$20 Chiropractic (38 visits/year)
\$500/\$1000 IN-NETWORK, \$1,000/\$2,000 OUT-OF-NETWORK Deductible

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

Vision: VSP-2

Dental: 80/80/80: \$1,000 ANNUAL MAXIMUM
NO ORTHODONTIST
TWO CLEANINGS PER YEAR

PAK B FOR TEACHERS NOT NEEDING HEALTH INSURANCE

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

Vision: VSP-2

Dental: 80/80/80: \$1,000 ANNUAL MAXIMUM
NO ORTHODONTIST
TWO CLEANINGS PER YEAR

\$100 per month cash in lieu of health insurance through the District's Section 125 Plan.

- B. In addition, beginning January 1, 2016, bargaining unit employees may choose between the current PAK A (MESSA CHOICES II) plan or the MESSA HSA Plan 1 (MESSA ABC 1 with \$1,300/\$2,600 deductible, ABC Rx). For bargaining unit employees moving to the ABC Plan 1 on January 1, 2016, the District will make monthly contributions to the employee Health Savings Account in the amount of the difference between the hard cap and the ABC Plan 1 insurance premium.
- C. 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.
- D. 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 date of hire 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.

- E. 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 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.

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 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 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 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 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 Union 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 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 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.
- 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 days 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 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 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 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. 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
- 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: \$500.00
- 2. Not more than one (1) absence: \$200.00

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 e-mail 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 will disqualify a person from the attendance incentive stipend.

ARTICLE XX - 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 may be hired retroactively as a bargaining unit employee 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.
- 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 BRS 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 to be for a period of three (3) years.
- G. 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.
- H. A recall list shall be maintained by the Board.
- I. Refusal to accept recall at any time terminates all rights.
- J. 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.

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 union'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 Union 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, 2016. 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

Beaverton Rural Schools

SCHEDULE A

2015 - 2016

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:

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 11 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 – Jr. H.S.	5
*Basketball – Jr. H.S. Asst.	2.5
Cross Country – Sr. H.S.	8
*Cross Country – Jr. H.S.	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 – Jr. H.S.	4
Volleyball – Varsity	10
Volleyball – J.V.	7
*Volleyball – Jr. H.S.	5
Wrestling – Varsity	10
* Wrestling –Asst. Varsity	3

* Schedule B positions not currently funded by the Beaverton Board of Education for the 2015-2016 school year.

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:

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 11 of the BA column as shown on Schedule-A.

Activity:

Head-to-Head	2
Art Club	2
World Language Club	2
Band – Jr./Sr. H.S.	11.5
Business Prof. Of Am.	4
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 \$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.

**BEAVERTON RURAL SCHOOLS
2015-2016 SCHOOL CALENDAR**



SEPT 2 ALL BUILDINGS OPEN HOUSE 5-7 p.m.
 SEPT 8 HALF-DAY STUDENTS, FIRST DAY OF SCHOOL, STAFF WORK DAY

OCT 7 STUDENT COUNT DAY
 OCT 9 HOMECOMING
 OCT 16 HALF-DAY STUDENTS, STAFF PROFESSIONAL DEVELOPMENT
 OCT 19 NO STUDENTS (K-12) –
 JR./SR. HIGH PARENT/TEACHER CONFERENCE (Grades 7-12)
 12:00 noon-3:00 p.m. and 4:00 p.m.-7:10 p.m.
 ELEMENTARY STAFF - PROFESSIONAL DEVELOPMENT

NOV 6 HALF-DAY STUDENTS, END OF FIRST MARKING PERIOD, STAFF RECORDS DAY
 NOV 9 NO STUDENTS (K-12) –
 ELEMENTARY PARENT/TEACHER CONFERENCE (Grades K-6)
 12:00 noon-3:00 p.m. and 4:00 p.m.-7:10 p.m.
 JR./SR. HIGH STAFF - PROFESSIONAL DEVELOPMENT

NOV 26-29 NO SCHOOL – THANKSGIVING

DEC 23-JAN 3 NO SCHOOL - WINTER HOLIDAY BREAK

JAN 4, 2016 SCHOOL RESUMES
 JAN 22 HALF-DAY STUDENTS, END OF SECOND MARKING PERIOD, STAFF RECORDS DAY
 JAN 25 NO STUDENTS-PROFESSIONAL DEVELOPMENT

FEB 10 STUDENT COUNT DAY
 FEB 12 NO STUDENTS – PROFESSIONAL DEVELOPMENT

MAR 24 HALF-DAY STUDENTS, END OF THIRD MARKING PERIOD, STAFF RECORDS DAY
 MAR 25-APR 3 NO SCHOOL – SPRING BREAK
 APR 4 SCHOOL RESUMES

MAY 26 GRADUATION
 MAY 27 NO SCHOOL – FRIDAY BEFORE MEMORIAL DAY (Snow-day make up, **if needed**)
 MAY 30 NO SCHOOL – MEMORIAL DAY

JUN 8 HALF-DAY STUDENTS, LAST DAY OF SCHOOL, END OF FOURTH MARKING PERIOD,
 STAFF RECORDS DAY



Approved by Board of Education 5.26.15

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

11/23/12
3:15

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is between the Beaverton Education Association ("Association") and the Beaverton Rural Schools Board of Education ("School District" or "Board"), collectively referred to as "the parties" and is applicable to the July 1, 2010-June 30, 2013, collective bargaining agreement between the parties.

1. The parties had negotiated a collective bargaining agreement which was in effect for the period July 1, 2007-June 30, 2010 ("contract").
2. In December 2011 the parties reached a tentative agreement on wages, insurance and other items for a successor contract. No final agreement or successor contract was executed by the parties at that time.
3. During the period of time the parties were bargaining for a successor contract, the Michigan Legislature amended Section 15(3) of the Public Employment Relations Act ("PERA"), MCL 423.215(3), by the passage and enactment of 2011 P.A. 103 ("P.A. 103").
4. As a result of P.A. 103, Section 15(3) of PERA now lists additional topics which are identified as prohibited subjects of bargaining. Consequently, subjects which are contained in the various subsections of Section 15(3), MCL 423.215(3), cannot be bargained by the parties to a collective bargaining agreement, *i.e.*, the Association and the Board.
5. The School District has no employee who is a member of the collective bargaining unit who is not subject to the provisions of the Teacher Tenure Act, MCL 38.71, *et seq.* As a consequence of the amendments (P.A. 103) to Section 15(3), MCL 423.215(3), a number of provisions contained in the above referenced 2007-2010 collective bargaining agreement could not be bargained for a successor collective bargaining agreement and, consequently, have not been included in the successor collective bargaining agreement (valid through June 30, 2013). The successor collective bargaining agreement reflects P.A. 103. However, should P.A. 103 be challenged in court and found unconstitutional (through the appellate process), the provisions deleted from the 2007-2010 contract due to the scope of P.A. 103 will be restored consistent with the court's ruling (through the appellate process).
6. The parties also agree to remove any additional provision(s) from the then current successor collective agreement, subject to the requirements of No. 7, below, should (1) the subjects encompassed by P.A. 103 be broadened or (2) a competent court of appellate jurisdiction conclude that the provisions referenced in No. 2, above, which have not been excluded in the successor collective bargaining agreement be prohibited subjects of bargaining under PERA, MCL 423.215.

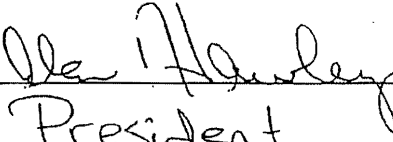
7. The provisions which were deleted from the contract as a result of P.A. 103 are contained in a copy of the contract (36 pages), a copy of which was provided to the Mediator and to the Association in December 2011. (A copy has been retained in the office of the Superintendent.) The deleted provisions are in red ink and reference a statutory provision(s), MCL 423.215(3) or have "strike marks". The deleted provisions are found on pages:

- 3 (Article I, A.2.)
- 5 (Article IV, C.)
- 8-9 (Article VI - heading and B.1., 2.)
- 9 (Article VI, C.)
- 10 (Article VII, B., F.)
- 10 (Article VIII - heading and B.)
- 10-11 (Article IX, A.)
- 12 (Article X, B.1.d.)
- 15 (Article X, C.4.)
- 17-18 (Article XIII, A., D.)
- 21 (Article XVI, J.)
- 24 (Article XVII, I.)
- 24 (Article XVIII, C. E.)
- 25 (Article XVIII, F.1., G., H., I., J., K., L.)

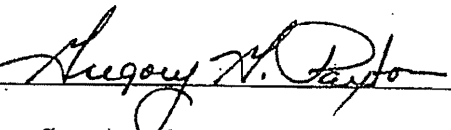
SIGNED BY:

ON BEHALF OF BEAVERTON EDUCATION
ASSOCIATION

Dated: 1-23-12

By: 
Its: President

Dated: 1-23-2012

By: 
Its: Superintendent

* * *

Letter of Agreement – Merit Pay

between the

Beaverton Education Association (BEA)

and the

Beaverton Rural 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. The parties agree that Beaverton Rural Schools will pay a one-time payment amount of \$250.00 merit pay to certified teachers meeting the following criteria:
 - 1. Achieve an overall teacher effectiveness rating of "effective" or "highly effective" on the immediately preceding school year's teacher performance evaluation
 - 2. Be a fulltime certified staff member of a building whose ~~accountability scorecard is not red~~ and whose Top to Bottom school ranking on the published MDE Top to Bottom list in the year payment is made equals or increases as compared to the immediately preceding year's school ranking.
- D. The parties further agree that merit payments will be made within the first semester of the school year pending the publication of the Top to Bottom school ranking by MDE.

Beaverton Board of Education

Dated: _____, 2015 By: _____

Beaverton Education Association

Dated: _____, 2015 By: _____

Board/BEA Negotiations Session
Administration Building Conference Room
6/4/15 @ 2:00 p.m.

Beaverton Rural Schools Board of Education
Schedule A Proposal

Each teacher shall receive a 1% on-schedule increase equivalent to 1% of a respective teachers' base salary *after* the following conditions occur: (1) the District's unattributed fund equity is \$250,000 or higher according to the 2014/2015 budget audit, and (2) the October 2015 budget amendment for the 2015-2016 school year projects a final unattributed fund equity of \$300,000 or higher.

TA AJZ 6/4/15
MS 6/4/15

