MASTER AGREEMENT

between

BEAVERTON SCHOOLS BOARD OF EDUCATION

and

BEAVERTON EDUCATION SUPPORT PERSONNEL ASSOCIATION, MEA-NEA

July 1, 2026 – June 30, 2029

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AGREEMENT

This agreement made and entered into as of August 10, 2026 by and between the Board of Education of the Beaverton Schools, hereinafter referred to as the "Board" and Beaverton Education Support Personnel Association, MEA, NEA, hereinafter referred to as the "Union."

MASTER AGREEMENT

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BEAVERTON SCHOOLS
BOARD OF EDUCATION

and

BEAVERTON EDUCATION SUPPORT
PERSONNEL ASSOCIATION,
MEA-NEA

2026-2029

ARTICLE ONE
RECOGNITION

A. The Board recognizes the Union as the sole bargaining agent for all full-time and regular part-time employees in the following current classifications: maintenance, maintenance lead, secretaries, playground aides, paraprofessionals, mechanics, mechanic helpers, bus drivers, Great Start Readiness Program (GSRP) Associate Teachers, Educational Assistants, custodial and food service employees, excluding supervisors, confidential bookkeepers, tutors, substitutes, third party contractors, and all other employees.

B. The term "employee" or "employees" for the purpose of this Agreement shall include employees of the Board, as defined in Article One, Section A, of this Agreement. A part-time employee is defined as one who works less than forty (40) hours per week, and a full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week for twelve (12) months.

ARTICLE TWO
EMPLOYEES SECURITY AND DUES

A. The Board shall furnish, prior to the beginning of each school year, a list of all bargaining unit members to the Association; thereafter, such list shall normally be delivered within the first thirty (30) work days of any personnel changes. The list should include the resignees' or new hires' names, addresses, phone numbers, rate of pay, number of assigned hours per day, classifications and date of resignation or date of hire.

B. Any case of assault upon an employee as a result of their employment, shall be, absent extenuating circumstances, promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the employee, 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 employee in connection with handling of the incident by law enforcement and judicial authorities.

The Board will reimburse employees who are acting within the framework of Board policy for losses, damages or destruction of clothing or personal property while on duty so long that it is not the result of the employee's violation of Board policy or severe misconduct. Reimbursement will not exceed the actual cost of the item or a maximum of $100.00 per incident, whichever is less. Glasses are exempt from the $100.00 limitation for repair or replacement. Damages will be reported within forty-eight (48) hours of the occurrence, absent extenuating circumstances.

Time lost by an employee 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 employee unless he/she is adjudged guilty by a court of competent jurisdiction.

Each employee will be covered by the applicable workers compensation laws. The employee may use his/her accumulated sick leave, on a prorated basis, to make up the difference of his/her regular weekly income.

ARTICLE THREE
UNION AND MANAGEMENT RIGHTS

A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy and the operation of the schools are vested exclusively in the Board or in the Superintendent when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators, if made in good faith and for valid reasons not in conflict with the express terms of this Agreement, shall be upheld. Such rights shall include by way of illustration the right to:

1. Manage and control its business, equipment, facilities, and operations.

2. Continue its rights, policies, and practices of direction of its personnel.

3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the work force.

4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.

5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system.

6. Determine job descriptions and the essential job functions of employees.

7. Determine reasonable provisions for health, safety, and immediate first aid of employees during hours of employment.

8. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.

9. Determine class scheduling, as well as the reasonable duties and responsibilities employees with respect to such scheduling.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district or local laws or municipal regulations as they pertain to education.

C. The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to it by Act 379 of the Public Acts of 1965, as amended.

D. The Board reserves all rights exclusive of those mutually agreed upon in this Agreement.

ARTICLE FOUR
GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.

2. For handling of grievances on their behalf, the Union shall select one (1) grievance representative from each classification. The Union shall notify the Board in writing of the name of each representative and the Board shall not be obligated to recognize any grievance representative until such notification. Each grievance representative shall represent only those employees in his/her respective area (at the first and second step). In the absence of a grievance representative from a classification, the President may serve as the grievance representative until such time as a grievance representative is appointed by the Union for the classification.

B. A grievance, as defined in A. above, shall be processed according to the following procedures, time limits, and regulations:

1. LEVEL ONE
A grievance shall first be taken up with the principal or his/her designee or with the immediate supervisor, where there is no principal, within ten (10) working days of the time of the act or condition on which the grievance is based. Disposition of the grievance in writing shall be made within ten (10) working days after this verbal discussion.

If the grievance is filed by the Association as group grievance or when the grievance is based on a direct decision of a Superintendent or other Administrator above a principal, the LEVEL ONE procedure may be filed in writing directly to the Superintendent for a LEVEL THREE meeting and disposition.

2. LEVEL TWO
If the grievance is not settled under LEVEL ONE above, the grievance shall be reduced to writing on the proper grievance form (See Appendix B), be signed by the grieving employee(s) and shall be submitted to the principal or his/her designee or to the immediate supervisor within ten (10) working days of the time of the disposition at LEVEL ONE provided that in no event shall any grievance be filed more than ten (10) working days after the date of the occurrence. Said written grievance shall name the employee(s) involved, shall identify all of the provisions of the contract alleged to have been violated by appropriate reference, a summary of important facts giving rise to the grievance, and shall identify the relief requested. The principal or his/her designee or immediate supervisor shall arrange a meeting with the grievant and/or Union representative within ten (10) working days of the submission of the grievance at LEVEL TWO.

Disposition of the grievance in writing shall be made by the principal or his/her designee or by the immediate supervisor within ten (10) working days of the LEVEL TWO meeting. If the grievance is resolved at this level, appropriate indication of the solution thereof shall be indicated by both parties on the written grievance.

3. LEVEL THREE
If a satisfactory solution is not reached under LEVEL TWO, the area grievance representative, and

the President or his/her designee may, within ten (10) working days of the disposition at LEVEL TWO, present the problem in writing to the Superintendent of Schools or his/her designee. The Superintendent shall arrange a meeting with the appropriate grievant and/or Union representative within ten (10) working days of the submission of the grievance at LEVEL THREE. Disposition of the grievance in writing shall be made by the Superintendent or his/her designee within a ten (10) working day period following the LEVEL THREE meeting.

4. LEVEL FOUR
In the event the dispute shall not have been satisfactorily settled at LEVEL THREE, either party may within ten (10) working days of the Union's receipt of the LEVEL THREE decision, request the assistance of a Michigan Employee Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. The parties may agree to waive mediation. If mediation results in a satisfactory resolution of the grievance, then the parties shall reduce it to writing.

5. LEVEL FIVE
In the event the dispute shall not have been satisfactorily settled at LEVEL FOUR, the Union may, within ten (10) working days of the receipt of the last disposition at LEVEL FOUR or ten (10) working days at the conclusion of mediation, the written grievance along with a written request for a LEVEL FIVE meeting may be made by the Union for appeal to a committee appointed by the Board of Education. The committee shall be comprised of at least one (1) member of the Board of Education. Within ten (10) working days after receiving the written grievance, the Committee appointed by the Board will meet with the aggrieved employee(s) and/or Union for the purpose of resolving the grievance. The Board's written disposition on the grievance at LEVEL FIVE will be rendered by the Board at the next scheduled regular Board meeting following the Level FIVE hearing or not more than ten (10) workdays after the Committee meeting.

6. LEVEL SIX
If the LEVEL FIVE disposition is not satisfactory to the Union, 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: (1) alter, add to or subtract from the terms of this Agreement; (2) hear any claim for which there is another remedial procedure or forum established by law or regulation; or (3) rule upon any matter that is a prohibited subject of bargaining under Michigan law. Both parties agree that the decision of the arbitrator shall be final and binding and that judgment thereon may be entered in any court of competent jurisdiction.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance.

7. The cost of arbitration under this Article shall be paid by either party to this Agreement requesting arbitration.

C. A standard form for all grievances shall be used. The form shall be incorporated in the Agreement as Appendix B.

D. Any grievance not filed within the prescribed time limit or not advanced to the next step within the time limit in that step, shall be deemed abandoned. Time limits may be extended by the mutual agreement of the Board and the Union in writing; then the new date shall prevail.

E. The following matters shall not be the basis of any grievance filed under the procedure outlined in the article:

1. The termination of services or failure to re-employ any probationary employee.

2. The placing of any probationary employee on an additional period of probation, provided such employee shall be presented with the written reasons for the additional probationary period at least five (5) work days prior to the end of the initial period.

F. A group grievance may be submitted by the Association President.

ARTICLE FIVE
DISCIPLINE AND DISCHARGE

A. The Board shall retain the right: to establish, adopt, change, amend and enforce rules for employees to follow; to verbally warn, issue written reprimands, suspend, discharge, demote or transfer any and all employees who violate these rules, subject to the terms of this Agreement.

B. An employee's disciplinary record shall not be valid after three (3) years if there are no repeat offenses.

C. An employee shall be offered an opportunity to have a Union representative present when the employee is being disciplined. Should the employee choose not to have the Union Representative present, the employee must do so in writing.

D. The Board shall not discharge nor suspend any seniority employee without just cause. The Board agrees to follow a procedure of progressive discipline, where appropriate. It is understood that certain steps in this disciplinary sequence may be omitted when the nature and offense is a case of violation of Board policy or severe misconduct.

ARTICLE SIX
SENIORITY

A. Seniority shall be defined, for the purpose of this Agreement, as length of continuous service with the Board within his/her classification. A bargaining unit member may hold seniority in more than one classification while employed by the District. A seniority list shall be maintained by the district and updated any time personnel changes take place. The list will be provided to the Association President.

B. New employees to the district shall acquire seniority upon completion of one (1) probationary period of ninety (90) calendar days from the date of hire. Summer vacation days shall not be included in the ninety (90) day probationary period, unless an employee is scheduled to work during the summer. This ninety (90) day period will be served in the classification in which the employee was first hired. An additional thirty (30) calendar days may be required by the employer in conformity with Article Four, paragraph E-2.

C. The seniority of an employee shall continue while absent because of injuries covered by the Worker's Compensation Act.

D. Employees inducted or volunteering (while the United States is in a state of war as defined under the Constitution, or engaged in a military action within the authorization under the War Powers Act) shall retain all continuing seniority rights while serving in the Armed Forces if application is made within one hundred-twenty (120) calendar days of discharge or upon completion of training.

E. An employee shall be terminated and lose his/her seniority rights if he/she:
1. Leaves of his/her own volition (quits or retires);
2. Is discharged for just cause;

3. Is not rehired from layoff within a period of twenty-four (24) months;
4. Is absent on sick leave in excess of twelve (12) months;
5. Fails to return from a leave of absence.

ARTICLE SEVEN
VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy shall be defined as an existing position that is not permanently filled by a bargaining unit member or a newly created position unfilled for more than twenty-five (25) days total.

In the event job vacancies are to be filled, first rights to a position are given internally by seniority, but the applicant must pass a determined level of proficiency on a skills assessment if one is required for the vacant position in accordance with the Master Agreement. Employees that are transferred within their classification in this manner do not have a probationary period as they already served their first probationary period when they initially entered that classification.

The senior employee in the classification in which the vacancy occurs making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. In the event the administration does not feel it is desirable to place the highest seniority person in the open position, an evaluation meeting between an equal number of representatives of the Union and the administration will be held in order to review the reasons and to arrive at a decision between the parties.

The Association and applicants will be made aware of skills tested on the assessment at least ten (10) work days prior to the testing date per the job posting. Skills tested will be given equal weight on the assessment.

Employees will meet a level of proficiency of at least 80% conclusively in order to be considered proficient to hold the position. Internal candidates who meet the 80% or higher proficiency rating then will be awarded the position based upon the most senior bargaining unit member. If no internal candidates, who have taken the skills test, meet the 80% proficiency level, the next highest proficiency level internal candidate will be assigned the position and granted a trial period as defined in Paragraph D of this Article. If this single candidate fails to demonstrate competency or does not wish to continue the position after fifteen (15) work days, the District may then go outside to obtain candidates for the vacant position.

B. When there is such a vacancy, the Board shall provide written notice to the Association President and have it posted on its bulletin boards for a period of seven (7) calendar days in advance of its filling the vacancy. During the summer, the Association president will be notified and the vacancies will be posted for a period of ten (10) calendar days. Applications for such vacancy shall be in writing and turned into the HR Department. The position will be filled within ten (10) work days after the posting period. The Association President will be notified in writing, by the Superintendent or his/her designee, as to the status of any position filled or not filled within ten (10) work days after the posting period. If at any time the District and the Association determined that the ten (10) work day timeline is not desirable, the timeline may be waived by mutual agreement with the Association and the Superintendent.

C. In the event no employee from the classification bids for such vacancy, employees from the other classifications, or on layoff, may apply for the vacancy, based on their seniority and ability to do the work.

D. When an employee from another classification applies for a job and has passed the determined level of proficiency on a skills assessment in the classification applied for and in accordance with the Master Agreement, he/she shall be granted a trial period of not less than fifteen (15) working days during which the employee shall prove competency in the job, acknowledging the provision of Letter C above. Determination of competency during the fifteen (15) work day trial period shall rest completely in the hands of his/her supervisor/principal or superintendent. In the event he/she cannot handle the job, the employee shall be

returned to his/her former position with no loss of service time. In the event that said employee continues in his/her new position beyond the fifteen (15) work day trial period his/her seniority shall freeze and not accrue in the previous classification. The seniority list shall be amended to reflect any seniority earned within the last five (5) years.

E. During the trial period, the employee shall be paid at his/her old rate. If successful, the employee shall be paid the new rate retroactively to the first day of the job.

F. A "Temporary" vacancy shall be defined as a vacancy created by a regular employee having been granted a leave of absence for a duration of not more than one year or as newly created position that is less than twenty-five (25) work days old and has not been filled by a permanent employee. Internal posting of temporary vacancies shall be for forty-eight (48) hours.

G. Employees working in a temporary assignment shall not be barred from bidding into a vacant permanent assignment prior to the end of the temporary arrangement.

H. Current employees shall be given first right of refusal as subs for positions outside their classification which they may perform, provided such work does not interfere with job assignments or duties within the first classification. Such assignments would be subject to seniority and other provisions of this Agreement.

If a bargaining unit member serves as a substitute for the District in any bargaining unit position, the bargaining unit member will be paid at the rate of pay of the classification they are substituting.

If a bargaining unit member serves as a substitute for the District in a teaching position, the rate of pay will be equivalent to the current substitute rate of pay for teachers.

Nothing in this paragraph may be the subject of a grievance.

I. A bargaining unit member may be hired for two different classifications of work, provided such work does not interfere with the job assignment or duties within their primary job function.

ARTICLE EIGHT
LAYOFFS

A. When layoffs are made, those with the shortest length of service in that classification affected will be laid off first, starting with probationary employees. An employee who gains seniority in more than one (1) classification may exercise his/her seniority rights in his/her former classification if laid off. The ability to claim a position will be based on the seniority list prepared by the HR Department and sent to the Association President or designee in compliance with PERA which will be updated at least every 30 days after the start of each school year. Any errors found on the seniority list provided will be brought to the attention of the HR Department for correction. An employee who is laid off shall be able to assert any classification seniority that he/she may have in another classification so long as that classification seniority was earned and recognized by the parties on the above-described seniority list. A fifteen (15) working day notice will be given to any employee who is to be laid off.

In the event that a reduction of work hours is needed within a particular classification, the employee being reduced shall have the right to bump a less senior employee in that same classification that would maintain as near as possible the hours the employee was scheduled to work prior to the Board's decision to reduce that employee's hours. This provision shall apply when an individual employee has their hours reduced by a cumulative total of thirty (30) minutes or more per day during a school year.

B. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as

it appears on the records of the Board; and upon failure to report within five (5) working days of receipt of such notice or immediately upon return of undelivered notice, such failure shall be considered to be a voluntary quit; provided, however, the employee's failure to report is not the result of inability to report by reason of illness, in which case the employee shall notify the Board by certified mail within this five (5) day period. Such illness or injury must be supported by documents supplied by the attending physician.

C. When there is an increase in the work force after a layoff, the laid off employees will be recalled in inverse order of layoff in their classification.

D. Seniority shall not accumulate during any period of layoff, but such employees rehired within the twenty-four (24) month period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the layoff date.

E. There shall be no bumping across job classification.

ARTICLE NINE
HOURS OF WORK AND OVERTIME

A. Work hours and schedule for each employee are set by the principal or supervisor. All employees shall be entitled to a thirty (30) minute unpaid lunch period except in the cafeteria where employees shall continue to receive a paid worked lunch period.

For pay purposes, the standard work week shall be the hours that fall between 12:01 a.m. on Friday and 12:00 midnight on Thursday.

B. Time and One-Half

1. Time and one-half (1 1/2) shall be paid for all overtime in excess of forty (40) worked hours per week.
2. Holidays – See Article Eleven, Sections A and B.
3. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in a denial of overtime pay and/or delay of payments.

C. Any employee reporting for work who is sent home through no fault of his/her own shall be paid a minimum of two (2) hours work at his/her regular hourly rate inclusive of time already worked. An employee who is called into work after his/her regular shift has been completed shall be paid (and may be required to work) one (1) hour more, depending on the requirements as determined by the Board.

D. Overtime work shall be based upon seniority, number of overtime hours (within a range of 15% from lowest to highest), and shall be assigned on a rotation basis as much as possible, recognizing the 15% range beginning with the employee with the most seniority to the extent reasonably possible and within the classification needed to do the work.

E. Weather Emergency and other school cancellation days -- Employees must work or use benefit time to be paid, with the exception of:

- For the FIRST three (3) non-instructional days only; all BESPA employees will be compensated at their normal daily rate without having to use any merit, personal or sick time. The maintenance employees must work their scheduled number of hours on these days to be granted an additional merit day.

All shifts must work regularly scheduled hours at their assigned location(s) unless the school provides remote work/instruction or school is cancelled.

When the cancelled work is rescheduled, employees will be paid for the time worked during the rescheduling. If an employee so chooses, and they have the day(s) available, an employee may use a combination of merit, or personal(s) or sick day(s) to cover any non-instructional cancelled days of school.

If the school chooses to hold remote instruction on days cancelled because of weather emergency, pandemic reasons, or other extenuating circumstances that shuts down a building or the district, secretaries will follow the provisions of Article Nine, Paragraph H. Paraprofessionals/GSRP Associate Teachers/Educational Assistants/playground aides will have the option to work remotely with their assigned teacher/classroom doing work assigned by their supervising teacher/supervisor or report to the building for redeployment to do meaningful work in the building by their supervisor.

F. An employee who is permanently reassigned to a different shift shall be given a ten (10) working day written notice with a copy to the Union.

G. Schedule for School Term Employees: School term employees will be guaranteed the total number of student instructional days for the program to which they are assigned so long as students are present and except as specified below (230 days for ISD Center-Based program, if State mandated, 130 days for pre-school program). Days scheduled for State and Board-approved student assessments which are in addition to regularly scheduled student days may not require that all school term employees work. When the District has professional development relevant to the employees' assignments they will be scheduled to attend. Support staff shall be informed of Professional Development days two (2) weeks in advance if the employer knows at least two (2) weeks in advance.

1. Paraprofessionals, GSRP Associate Teachers, Educational Assistants, and Playground Aides are expected to work a full day on opening day and the first day of student attendance (normally a half day for student attendance). Additionally, they will be expected to work a full day on the last teacher day (student record day).

2. Paraprofessionals, GSRP Associate Teachers, Educational Assistants, and Playground Aides will work and be paid for not less than one half of their regular day's pay on scheduled early releases. Additionally, they may be requested to work a full day on scheduled early release days by their immediate supervisor. If employees are to work a full day on these early release days the immediate supervisor must complete a form explaining the need for such work and have that form signed by the Unit Director (Principal/Supervisor) and the Superintendent. Such work requests must be approved not later than the Friday prior to the early release day. In the event not all members of the classification are needed on that day, seniority and ability to perform the work within the building will be used in selecting the individual abiding with the rotation system detailed in Article Nine – D.

3. Paraprofessionals, Educational Assistants, and GSRP Associate Teachers will be guaranteed a regular work day of a minimum of seven (7) hours per day as scheduled in their annual work year. Paraprofessionals, Educational Assistants, and GSRP Associate Teachers shall be presented with a tentative work schedule prior to the first instructional day of school. If regular work day is reduced, a paraprofessional's, Educational Assistant's, and GSRP Associate Teacher's hours maybe be less than 7 hours per day, and would be guaranteed the number of hours they worked to the nearest ¼ hour. If assigned appropriate training, by building administration on reduced work day, paraprofessionals, Educational Assistants, and GSRP Associate Teachers will be required to stay for entire 7-hour day. Notification of required training, will be provided in accordance to Article Nine-G.

H. Secretaries will be guaranteed the minimum paid days as scheduled in their annual work year. Secretaries shall

be presented with a tentative work schedule at the beginning of the work year. Such work schedule may be adjusted by the Board in the event there is a reduction in the number of days of pupil instruction offered for the school year. All Merit and Personal Days count toward the guaranteed number of work days (210 + paid holidays).

I. Compensation for all meeting/training attendance shall be paid at the employee's regular hourly rate.

J. Extra assignments within classification will be bid annually on a seniority basis. Extra assignments will not result in overtime except in emergency situations.

K. For the purposes of accumulation, usage, and pay, the definition of a "day" for any bargaining unit member shall be the number of hours that a member is regularly scheduled to work each day.

ARTICLE TEN
VACATIONS

A. After one (1) year of employment, each twelve month full-time employee shall be allowed vacation as follows:

1.	After one (1) year:	Five (5) days
2.	After two (2) years:	Seven (7) days
3.	After three (3) years:	Ten (10) days
4.	After six (6) years:	Twelve (12) days
5.	After seven (7) years:	Thirteen (13) days
6.	After eight (8) years:	Fourteen (14) days
7.	After nine (9) years:	Fifteen (15) days
8.	After twelve (12) years:	Seventeen (17) days
9.	After fifteen (15) years:	Twenty (20) days

Vacation days are awarded on the anniversary date of hire and may be used at any time during the following twelve (12) months. Vacation time of up to five (5) days may be carried over from one (1) year to the next.

B. All full and part-time employees shall be granted three (3) personal days per year with regular pay. These days, if not used, will be added to the employee's accumulated sick days at the end of the year or, at the employee's option, two (2) personal days may be carried over to be used the following year only. Even with carryover, no employee may schedule more than five (5) personal days in any given year. These personal days shall not be used to extend regularly scheduled vacations or holidays unless approved by the immediate supervisor. Except in the case of an emergency, at least forty-eight (48) hours advance notice must be given to the employee's supervisor. Personal days may be used in quarter (1/4) hour units.

C. All Employees with fifteen (15) or more years of service to the district, based on their last date of hire, shall be allowed one (1) paid Merit Day per year to be used at his/her option, employees with twenty (20) years of service shall be allowed two (2) paid Merit Days per year to be used at his/her option, employees with twenty-five (25) years shall be allowed three (3) Merit Days per year to be used at his/her option, and employees with thirty (30) years of service shall be allowed five (5) paid Merit Days per year to be used at his/her option. The only requirements for the use of the Merit Day is that the employee notifies the employer at least twenty-four (24) hours in advance of said use; Merit Days are awarded on the Anniversary date of hire. Merit time of up to five (5) days may be carried over from one (1) anniversary year to the next.

ARTICLE ELEVEN
HOLIDAYS

A. Employees who are required to work on holidays, listed below, shall be paid straight time for the holiday and an additional time and one-half (1 1/2) for all hours worked on the holidays:

1. Each full-time employee as defined in Article One, Para B, shall be paid for the following holidays: Fourth of July, Labor Day, opening day of deer season (when it occurs during a weekday), Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

2. Each part-time employee as defined in Article One, Para B, shall be paid for the following holidays: Labor Day, opening day of deer season (when it occurs during a weekday), Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

3. Should any of the holidays listed in A or B above fall on a Saturday, the Board shall recognize it as having been the Friday before the actual holiday. Should the holiday fall on a Sunday, the Board shall recognize it on the Monday following the actual holiday.

4. For employees scheduled to work at least 230 days, the Fourth (4^{th}) of July shall be a paid holiday.

B. In order to receive holiday pay, an employee cannot take a deduct day the last scheduled work day prior to the holiday or the first scheduled work day following the holiday.

ARTICLE TWELVE
SICK AND FUNERAL LEAVE

A. Each full time employee shall be granted twelve (12) sick days at the beginning (July 1st) of each contract year.

School-term employees will be granted ten (10) sick days at the beginning (August 1^{st}) of each school year. If hired mid-school year, the number of sick days will be prorated to the nearest whole day for the school year. They will be granted at one (1) day per month, starting September through June. Secretaries who work during the summer will be granted an additional sick day, amounting to a total of up to eleven (11) sick days for the school year.

Employees working less than the school term, who have worked at least ten (10) days within a given month, will be granted a prorated amount of sick days.

All sick days are to be used after notification per the Master Agreement to the bargaining unit member's supervisor to accumulate as follows:

1. Full-time employees - hours equivalent to 180 maximum days accumulation.

2. Part-time & school-term employees - hours equivalent to 90 maximum days accumulation.

Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those 72 leave hours subject to the ESTA conditions.

Sick leave days shall be frontloaded at the beginning of the work year, but shall be understood as earned on a prorated basis throughout the year. If an employee separates employment after using more sick leave than earned as of the separation date, the District may recover the value of the unearned sick leave through deduction from final compensation, consistent with applicable law.

B. Upon retirement, all employees shall be paid for all unused sick days to a maximum of hours equivalent to 180 days for full-time and a maximum of hours equivalent to 90 days for part-time employees based on his/her daily rate at the time of retirement. This retirement pay will not be reportable to the Office of Retirement Services as reportable compensation.

Full time employees:		Part time employees: (applies to all except full time)	
60 or fewer days	30%	30 or fewer days	30%
61-119 days	40%	31-59 days	40%
120 or more days	50%	60 or more days	50%

C. Once the employee has reached his/her maximum bank of sick leave they will be paid annually for any unused sick leave above the stated limit of 180 days-full time and 90 days part-time at the 50% rate of his/her daily rate at the end of the school year.

D. In addition to personal illness or injury, sick leave may be utilized after notification per the Master Agreement to the bargaining unit member's supervisor for the following purposes: In cases of illness or injury to immediate family, defined as child, spouse, parent, grandchild, sister, brother or grandparent, sick leave may be used as is necessary.

In recognition of blended families, the Board recognizes the family of the employee's spouse the same as the employee's for those persons mentioned above.

E. Sick leave may be used in quarter (1/4) hour units.

F. Bereavement

1. Up to five (5) consecutive workdays shall be granted after notification per the Master Agreement to the bargaining unit member's supervisor for the death of any one of the following:
   Spouse, Mother, Father, Son and/or Daughter.

2. Up to three (3) consecutive workdays shall be granted after notification per the Master Agreement to the bargaining unit member's supervisor for the death of any one of the following:
   Brother and/or sister

3. Up to two (2) consecutive workdays shall be granted after notification per the Master Agreement to the bargaining unit member's supervisor for the death of any one of the following:
   Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, grandchildren, grandparents, brother-in-law, sister-in-law, niece, nephew, aunt and/or uncle.

4. If there is a need for more than five (5), three (3) days, or two (2) days of bereavement leave as addressed above is requested, additional days may be granted by the superintendent or his/her designee, but such additional days shall be charged against sick leave.

5. In recognition of blended families, the Board recognizes the step family of the employee's spouse the same as the employee's.

G. It is the District's responsibility to obtain substitutes for all bargaining unit members. No employee will be denied the right to utilize paid sick leave when a substitute cannot be procured nor will the member be held insubordinate for exercising the right to use paid sick leave granted in accordance with the Master Agreement.

The Superintendent's office will ensure that a published notification of defining how an absence is to be

reported will be given to each employee, no later than the first day of each school year or the date of hire, giving members the name of the supervisor the bargaining unit member is to contact about an absence, phone numbers that they may call to leave a message, and an alternate designated supervisor if the original supervisor is absent or unavailable to notify of absences.

ARTICLE THIRTEEN
INSURANCE

A. Pursuant to the authority as set forth in the Michigan Revised School Code, as amended, the Board agrees to provide the following insurance protection to all full-time, twelve (12) month employees.

The Board has chosen under Senate Bill 7, Public Act 152, to go with the hard cap for insurance premiums. Employees are responsible for any medical benefit plan costs over the hard cap. For the 2026 and 2027 medical benefit plan coverage year, the District will contribute the following amounts toward the cost of health insurance annually for purposes of the Act, unless otherwise required by operation of law:

Calendar Year 2026:		Calendar Year 2027:	
Single	$7,942.09	Single	$8,180.35
2Person	$16,609.38	2Person	$17,107.66
Family	$21,660.30	Family	$22,310.11

For subsequent medical benefit plan coverage years covered by this agreement, the District's contributions shall increase by the same amount as the state statutory hard caps, unless otherwise required by operation of law. During the term of this Agreement, should the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) be amended, the Association and the District agree to negotiate to consider the District's increased financial contributions to members' total insurance costs. The parties agree that when negotiations are ongoing, the Board's contribution to employee medical benefit plan costs will remain consistent with its contributions before PA 152 was amended.

FOR EMPLOYEES NEEDING HEALTH INSURANCE

Major Medical Options

Option #1

MESSA BLUE CROSS/BLUE SHIELD - MESSA Choices - 0% Coinsurance

Choices Medical Plan

Choices 3-Tier Rx

OR

Option #2

MESSA BLUE CROSS/BLUE SHIELD - MESSA ABC 1 - 0% Coinsurance

ABC 1 - 0% Coinsurance Medical Plan

ABC 3-Tier Rx

OR

Option #3

MESSA BLUE CROSS/BLUE SHIELD - MESSA ABC 1 - 20% Coinsurance

ABC 1 - 20% Coinsurance Medical Plan

ABC 3-Tier Rx
**Out-of-Pocket Maximums include deductible, coinsurance and copay

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

Vision: SetSeg - VSP Choice

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

Dental: SetSeg - ADN Self-funded:

$1,000 ANNUAL MAXIMUM
NO ORTHODONTICS
NO SEALANTS
TWO CLEANINGS PER YEAR

For active bargaining unit members enrolled in a Health Savings Account (HSA) Plan as of August 1, 2024, whose premium costs are under the hard cap amounts shown above, the District will contribute an amount, which will be determined annually in order to not exceed the hard cap for insurance premiums under Senate Bill 7, Public Act 152, and be the difference between the Hard cap maximum and the annual health insurance premium, into a qualified HSA account on the first banking business day of August. If an employee would like to contribute additional funds to the HSA, up to the IRS limit, they may opt to do so through payroll deductions. New hires enrolled in the HSA plan will receive prorated district HSA contributions starting the first month of insurance eligibility. Bargaining unit members that terminate employment during the plan/benefit year will have a final summary of PA 152 compliance. Any shortfall will be adjusted with the final HSA contribution. Any overpayment to the bargaining unit member will be due to the District on the 10th day of the month following their termination date.

All HSA contributions are limited to the provisions of 2012 PA 152.

<u>FOR EMPLOYEES NOT ELIGIBLE OR NOT CHOOSING HEALTH INSURANCE</u>

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

Vision: SetSeg - VSP Choice

WellVision Exam: 100% after $10 copay once every 12 months
Prescription Glasses: $10 material copay once every 12 months (see frames and lenses)

Frame: $130 I $150 (featured), 20% savings over allowance, $70 Walmart/Sam's Club/ Costco frame allowance once every 12 months
Lenses: 100% once every 12 months (progressive, single vision, lined bifocal, lined trifocal, impact resistant)
Premium Progressive Lenses: $95 - $105 once every 12 months
Custom Progressive Lenses: $150 - $175 once every 12 months
Contacts (instead of glasses): $130 (no copay) once every 12 months
Contact Lens Exam: Up to $60 once every 12 months

Dental: SetSeg - ADN Self-funded:

$1,000 ANNUAL MAXIMUM
NO ORTHODONTICS
NO SEALANTS
TWO CLEANINGS PER YEAR

Cash in Lieu increase for all full-time, twelve (12) month employees:

Single Member - $300 per month ($3600 annually) cash in lieu of health insurance through the District's Section 125 Plan.
Two-person - $400 per month ($4800 annually) cash in lieu of health insurance through the District's Section 125 Plan.
Full Family - $500 per month ($6000 annually) cash in lieu of health insurance through the District's Section 125 Plan.

If taking cash in lieu, employee must sign a statement indicating they are receiving coverage from another insurance provider and who the provider is.

1. Insurance is the same plan summary and benefit level that the Beaverton Schools Administration and Beaverton Education Association (BEA) are receiving.

2. The employee premium contributions will be based on the 2012 PA 152 hard cap provisions set by the State of Michigan of the insurance cost for all eligible employees. If the unit members must pay a portion of the insurance premium because of negotiated changes or requirements of law, they may pay the insurance premium through the District's Section 125 Plan.

B. Each full-time twelve (12) month employee must elect either whether to participate in the health insurance plan or the cash in lieu plan. Insurance becomes effective August 1 through July 31 of each contractual year. Upon written application, and as set forth above, the Board shall provide for the life of the Master Agreement, health insurance appropriate to the employee's individual/family needs.

C. In the case where both husband and wife are employees of the district and both are eligible for health insurance, only one will be provided medical health insurance while the other must elect the cash in lieu option. The amount of the cash payment received may be applied by the bargaining unit member to a Tax Deferred Annuity. To elect a Tax Deferred Annuity, the bargaining unit member shall enter a salary reduction agreement.

D. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

E. The Board will make available to part-time employees, health insurance for those who may wish to purchase

such insurance on a payroll deduction basis.

F. Bargaining unit members who are not eligible for health insurance benefits shall be entitled to a SET/SEG (ADN) full family dental insurance and VSP full family vision insurance.

G. If an employee exhausts all of their accumulated "paid time off" leave, then the district will deduct from pay the cost of the insurance premiums for unpaid days of work when the district is in session and there is an expectation of the employee to report to work. The deduction in pay for insurance premiums will occur in the pay period in which the absence occurred. If it is a lengthy unpaid absence but they have returned to work and with superintendent approval, we will offer to spread the deduction over the remaining pays in the contract year.

ARTICLE FOURTEEN
LEAVES OF ABSENCE

A. Unpaid Leave of Absence

1. Seniority employees shall be eligible to apply for an unpaid leave of absence of up to one (1) year for justifiable reasons.

2. If the Board grants an employee a leave of absence, the District may fill the employee's position on a temporary basis and if the employee returns to work on the date originally specified, or on another mutually approved date within said period, he/she shall be returned to his/her same position.

B. An absence of twenty-five (25) or more consecutive calendar days in a given classification entitles the highest seniority person who possesses the skills and ability to do the work in another classification to temporarily move to the other position. For absences of less than twenty-five (25) consecutive calendar days, substitutes may come from the members of the bargaining unit with selection made by the Administration on a rotating seniority basis, based on availability.

C. A support staff member engaged during the work day in negotiations on behalf of the Association with any representative of the Board or participating in any grievance hearing shall be released from regular duties without loss of wages.

Support staff representatives of the Association shall be released from regular duties without loss of wages for 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. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services only for this Association release time. Five (5) additional days may be used by the Association provided the Board is reimbursed for all monies required by the law and the substitute's wages for these additional days provided a substitute is hired by the district to replace the employee for the days missed.

D. Disability. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all paid sick days may, at the written recommendations of a physician, be granted unpaid health leave of absence for up to six (6) months from and after the last day of paid sick leave renewable at up to six (6) month intervals for a period not to exceed twelve (12) months in total. If the Board requires a physical examination by a physician designated by the Board, the Board shall bear all expense thereof.

E. Federal Family and Medical Leave Act. -- Leave provisions of this agreement shall be construed consistent with the requirements of the Family and Medical Leave Act. Any paid insurance the employee currently

receives will continue for the duration of the leave not to exceed twelve (12) weeks. Employees shall exhaust sick time, and may choose to use personal days, vacation days, including Merit Days, as part of FMLA. Applicable leaves shall run concurrently with FMLA.

F. Maternity. Maternity leave may be granted upon request to female employees 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 employee. Such leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned. All accumulated sick leave with pay will be allowed for the period the employee is physically unable to perform the duties to which she is regularly assigned.

G. Jury Duty. -- The Board will pay an amount equal to the difference between the daily salary and the daily jury duty fee paid by the court for each day on which the employee reports or performs jury duty on which the employee otherwise would have been scheduled to work. Provided a replacement cannot be found, the employee will cooperate with the administration in seeking to be excused for such service.

H. Accrued paid leave days must be exhausted prior to the granting of unpaid leave.

ARTICLE FIFTEEN
NEW JOB

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Board will, after written notice to the Union, assign a rate to the new or changed job, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request, in writing, a meeting with the Board to review the classification. When the classification is agreed upon, it shall be applied retroactive to the first day the employee began work on the job, unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period. If a written request is filed and no agreement is reached on the date within thirty (30) days from the date of the request, the Union may file a written grievance at Step Two of the Grievance Procedure within ten (10) days following expiration of said thirty (30) day period.

ARTICLE SIXTEEN
SEPARABILITY AND SAVING CLAUSE

If any Article or Section of the Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to personal circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. Furthermore, the parties agree that either party, upon notice to the other, may request to re-open for negotiation the invalidated portion of this Agreement.

ARTICLE SEVENTEEN
GENERAL

A. There shall be a fifteen (15) minute break in the first half of the shift and in the second half of the shift for each employee. The time of said break shall be determined by the building supervisor and there shall be no abuse thereof by any employee or by the Board. The time of these breaks shall be determined by their supervisor. On a daily basis, for every four (4) hours worked, the employee is entitled to one fifteen (15) minute break.

B. The Union shall be permitted the use of Union bulletin board facilities. Employees shall be permitted to use existing lounge facilities.

C. The Union's right to access to District employees during the employee's working hours shall be limited to the employee's meal period and breaks. Upon the approval of the Board or the principal of the building in which an employee works, a Union representative may be permitted to meet with District employees during working hours.

D. Travel Costs -- All union employees whose duties have been determined by the Board to require the use of their privately owned vehicle(s) shall be reimbursed at the cents per mile rate determined, announced and place in effect by District for all authorized travel when said rates are in effect.

E. Negotiating Team -- The negotiating teams for the Union and Administration shall consist of a maximum total of six (6) members for each team plus UniServ Director.

F. The Board reserves the right to contract with outside agents or contractors. The Board further reserves the right to contract whatever services are necessary so that the school may open and that the health and safety of the students and faculty are not placed in jeopardy.

G. The Bargaining Unit recognized the right of the Board of Education to use student cadets in classrooms and offices; further that students may be employed in the summer months, provided they are participating in one of the federal programs available to youths (Michigan Youth Corps, CETA, Job Corp, etc.). A list of programs in which the Board is currently participating will be available at the business office.

H. There shall be no restriction on supervisors performing work within any job classification.

I. Uniforms – Maintenance – The Board will provide an allowance of $250 annually for uniform-related items. The supervisor needs to approve purchase prior to reimbursement.

J. Shift Premium--Custodial and Maintenance employees who are regularly assigned to work the third shift shall be paid a shift premium of thirty-five (35) cents per hour which shall not be considered a part of the employee's base wage. Maintenance employees who are regularly assigned to work the second shift shall be paid twenty (20) cents per hour which shall not be considered a part of the employee's base wage.

K. Administrators shall not change the time sheets of employees prior to having a conversation with the employee during which time the reason(s) for the intended change(s) are discussed. Further the employee will be given the opportunity to give their rationale for the manner in which the time sheet was completed. If the supervisor anticipates disciplinary action the employee will be so advised before the meeting begins.

L. Administration shall provide paid time, at a minimum of three (3) hours, in order to complete the required Safe Schools Training.

ARTICLE EIGHTEEN
JOB DUTIES AND EVALUATION

A. An employee shall receive an appropriate job description listing the responsibilities for his/her job. Any evaluation of an employee's work performance shall be based upon said job description.

B. Notice of evaluation or observation will be given to the employee prior to the commencement of evaluating by the employee's immediate supervisor or other regularly employed administrator of the school district. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee.

C. An employee's signature on the evaluation form is merely recognition of the evaluation itself and should not be construed to mean he/she agrees with the contents of the evaluation.

D. If the employee disagrees with the evaluation he/she may submit a written response offering an explanation of his/her contention, which shall be attached to the file copy of the evaluation in question.

ARTICLE NINETEEN
PARAPROFESSIONALS

A. Paraprofessionals must comply with all state and federal requirements:

If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of 20 USC 6319(c), then he/she shall be considered by this school district as meeting the requirements of 20 USC 6319(c).

B. The District will assist potential paraprofessionals who must become "highly qualified" by reimbursement of fees paid to take tests approved by the State of Michigan to meet the requirement of 20 USC 6319(c). The reimbursement shall be 100% of the fees the first time testing and 50% of the fees for the second time testing.

C. An employee subject to the requirements of 20 USC 6319(c) who does not meet the requirements by the deadline established by law shall be subject to layoff in accordance with Article Eight, "Layoffs."

D. If the District provides Professional Development for the paraprofessionals, it will be meaningful and relevant to the job duties of the paraprofessional staff. If no professional development is scheduled for professional development days, with principal(s) approval, bargaining unit member may be allowed to stay and work on-site doing various paraprofessional duties and will be paid for the agreed upon hours. Regardless of building assignment, the District will be consistent with the assignment for all paraprofessionals on these days.

ARTICLE TWENTY
MAINTENANCE LEAD

All benefits and provisions of the Agreement will be the same as all Maintenance positions, including, but not limited to insurance, overtime, vacation days, holidays, sick, and bereavement leave provisions of the Agreement.

ARTICLE TWENTY-ONE
GSRP ASSOCIATE TEACHER

A. The GSRP Associate Teacher(s) position is a "school term employee."

B. There will be a requirement for the employee to have all necessary qualifications as provided for by the State of Michigan Department of Education and will be required to successfully complete all District determined appropriate proficiency test on skill assessments for this position. An employee who does not meet the qualifications requirements by the deadline established by law shall be subject to layoff in accordance with Article Eight, "Layoffs."

C. All other benefits and provisions of the Agreement that apply to "Paraprofessional" positions will continue to be granted to the GRSP Associate Teacher position, including, but not limited to insurance, overtime, vacation days, holidays, sick and bereavement leave provisions.

D. While GSRP Associate Teachers have a schedule which meets the requirements set forth by the State of Michigan

for hours per day and number of days per year for GSRP Programs as would a regular paraprofessional, they may be required to work additional hours beyond seven (7) hours per day to assist the GSRP Lead Teacher, who is teacher-certified, in creating lesson plans, analyzing data, presenting data, participating in meetings with student and parents, collaborating planning with supervisors, instructional coaches, and staff. Any amount of time beyond a 35-hour work week will require prior approval from the immediate supervisor and the employee will be paid their regular rate of pay and/or overtime where qualifying.

E. In most cases, on Friday's preparation time will be given to the GSRP Associate Teacher for collaboratively assisting and working with the GSRP Lead Teacher in planning, grading, data analysis, and preparation for presentations when required. If to stay in compliance with the State of Michigan, this option of a 4-day instructional program is not possible, the Association and the District will meet as soon as practicable to bargain necessary changes to this preparation time provision.

F. The GSRP Associate Teacher(s) with prior approval from their building administrator or Superintendent, may attend up to three (3) days a year for training outside of the school district through their first four (4) years of being a GSRP Associate Teacher as extra paid professional development days.

ARTICLE TWENTY-TWO
EDUCATIONAL ASSISTANT

A. The Educational Assistant(s) position is a "school term employee."

B. All other benefits and provisions of the Agreement that apply to "Paraprofessional" positions will continue to be granted to the Educational Assistant position, including, but not limited to insurance, overtime, vacation days, holidays, sick and bereavement leave provisions.

C. The Educational Assistant working in the Title I program will meet the federal regulations for credentialing and will be required to successfully complete all District-determined appropriate proficiency test and skills assessments for this position. An employee who does not meet the qualifications requirements by the deadline established by law shall be subject to layoff in accordance with Article Eight, "Layoffs."

D. The Educational Assistants position will be a specialized paraprofessional position for programs like Title I, which require special credentialing as regulated by the State and Federal government.

If a paraprofessional possesses the credentials required for an Educational Assistant but is not assigned to a specialized program requiring special credentialing as defined above, like the Title I program, they will receive the regular Paraprofessional rate of pay as per the Appendix A Wage Schedule in the CBA.

ARTICLE TWENTY-THREE
MISCELLANEOUS

A. The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system.

B. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, PA 2 of 2011, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained in this Agreement shall be made by the authorized representatives of the parties unless executed in writing between the parties to this Agreement and after having been ratified by both the Board and the Union.

ARTICLE TWENTY-FOUR
DURATION OF CONTRACT

This Agreement shall be in full force and effect from July 1, 2026, and shall continue in full force and effect without re-opening until June 30, 2029.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

BOARD OF EDUCATION

President

Secretary

Negotiation Representative

Negotiation Representative

Negotiation Representative

Negotiation Representative

BEAVERTON EDUCATION SUPPORT PERSONNEL ASSOCIATION

President

Negotiations Representative

APPENDIX A

WAGE SCHEDULE HOURLY EMPLOYEES APPENDIX A

	2026-2027	2027-2028	2028-2029
Maintenance	$19.68	$20.07	$20.27
Maintenance Lead	$23.15	$23.61	$23.85
Playground Aide	$15.48	$15.79	$15.95
Paraprofessional	$16.25	$16.58	$16.75
Secretary	$19.48	$19.87	$20.07
GSRP Associate Teacher	$22.39	$22.84	$23.07
Educational Assistant	$22.39	$22.84	$23.07

2009-2020 Prior Classifications

Mechanic I $11.96

APPENDIX B – Page 1

BEAVERTON E.S.P.A. - GRIEVANCE REPORT FORM

*Grievance #*_____*Beaverton School District*

Distribution of form: 1. Superintendent, 2. Supervisor, 3. Association, 4. Employee

Refer to Grievance Procedure of Agreement for time limits.

GRIEVANCE REPORT

Building	Assignment	Name of Grievant	Date Filed
_____	_____	_____	_____

Level I and II

1. Date Grievance occurred: _____

2. Statement of Grievance: _____

_____

_____

_____

3. Relief sought: _____

_____

_____

_____/_____

Signature of Grievant Date

4. Disposition by Supervisor/Principal: _____

_____

_____

_____/_____

Signature of Supervisor/Principal Date

5. Position of Grievant and/or Association: _____

_____

_____/_____

Signature Date

APPENDIX B – Page 2

BEAVERTON E.S.P.A. - GRIEVANCE REPORT FORM

Grievance #_____Beaverton School District

Level III

1. Date received by Superintendent or designee: _____

2. Disposition of Superintendent or designee: _____

_____

_____

_____/_____
Signature Date

3. Position of Grievant and/or Association: _____

_____

_____

_____/_____
Signature Date

Level IV

1. Date submitted to MERC Mediation: _____

2. Disposition of MERC Mediation: _____

_____

_____

_____/_____
Signature Date

Level V

3. Date received by Board of Education/designee: _____

4. Disposition by Board: _____

_____

_____

_____/_____
Signature Date

APPENDIX B – Page 3

BEAVERTON E.S.P.A. - GRIEVANCE REPORT FORM

Grievance #_____Beaverton School District

Level VI

1. Date submitted to arbitrator: _____

2. Disposition by arbitrator: _____

_____

_____

_____/_____

Signature Date