

June 30, 1972

Breckenridge

**Professional Employment
Contract**

between

Breckenridge Education Association

and

Breckenridge School Board

LABOR AND INDUSTRIAL
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Michigan State University

PROFESSIONAL EMPLOYEES CONTRACT
BRECKENRIDGE COMMUNITY SCHOOLS

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**PROFESSIONAL EMPLOYEES CONTRACT
BRECKENRIDGE COMMUNITY SCHOOLS**

PURPOSE

This agreement entered into this 12th day of June, 1969 by and between the Board of Education of the Breckenridge Community Schools, Breckenridge, Michigan, hereinafter called the "Board" and the Breckenridge Education Association, hereinafter called the "Association".

WHEREAS the Board and the Association declare that their mutual aim is to provide a quality education which will discover and develop the utmost potential of each student in the Breckenridge Community Schools and that the impertation of such education depends predominately upon the character, ability and training of its teaching service and the interest and effort expended, and

WHEREAS the members of the teaching profession are qualified to assist in formulating procedures and programs designed to enhance achievement of these educational goals, and

WHEREAS the Board has a general statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following necessary and deliberate professional negotiations, have reached certain understandings which they desire to formalize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

CONTRACT DURATION

This contract is constructed in two (2) separate sections. Part A shall contain those items which shall become effective July 1, 1969, and continue in effect for three years until the 30th day of June 1972.

Part B shall contain those items which shall become effective July 1, 1969, and shall continue in effect for one year until the 30th day of June, 1970.

No later than March thirtieth (30) preceding the expiration of the section(s) of this contract, the Board agrees to negotiate with the Association concerning the successor section(s) to this contract.

Matters not specifically covered by this agreement but of common concern to both parties shall be subject to negotiations during the period of this agreement, upon request of either party and consent of the other.

If part B of this contract is not settled by September 1 of each year, part A of this contract shall be suspended until part B is settled.

A - ARTICLE I

RECOGNITION OF THE BARGAINING GROUP

A. The Board hereby recognizes the Association as the exclusive bargaining representative, to the extent required by Act 379, of the Public Acts of 1965, for the following certified degree personnel, to include regular classroom teachers both on probation and on tenure and such other certified degree classroom personnel as may be hired by the Board on a full time or regularly scheduled part-time basis for employment in the Breckenridge School only but excluding all others such as, but not necessarily limited to, the superintendent, assistant superintendent, business administrator, principals, assistant principals, teaching principals, athletic directors and all other administrative or supervisory personnel and further, all custodial, maintenance, bus drivers, office and clerical personnel and cafeteria employees. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been notified of such adjustment.

A - ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support a bargaining unit for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover 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 Constitution of Michigan and

United States; that it will not discriminate against any teacher by reason of his membership in the Association, or his participation in any activities of the Association or collective professional negotiations with the Board of his institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable state and federal laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to obligate or bind the Board contrary to present or enacted laws or applicable court decisions.

C. The Association and its members shall have the right to use individual school building facilities, subject to scheduling with the Administration, and excepting during the regularly scheduled hours of school, for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises. Bulletin Boards shall be provided in the teacher's lounge for Association business. All Association communication through school mail shall be approved by the Administration. All Association communication on bulletin boards must be signed by an Association officer. All school equipment used by the Association will be scheduled and approved by administration. All materials used will be charged to the Association budget.

D. The Board agrees to furnish upon request to the Association all information concerning the financial resources of the district, tentative budgetary requirements and allocations and other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

E. The Board shall inform the Association on any major revisions of educational policy, which are proposed or under consideration.

F. Teachers shall be entitled to full rights of citizenship and no religious or political activities within the province of the law, of any teacher, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

G. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, or marital status or membership in an association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

A - ARTICLE III

RIGHTS OF THE BOARD

A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public all operations and activities of the school district to the full extent authorized by law.

A - ARTICLE IV

NOTIFICATION OF TEACHING PREFERENCE

A. In the event that a classroom teacher prefers or desires to change his or her field or grade level of teaching assignment, they shall so inform the superintendent or principal in writing, preferably by April 1 of each year.

B. In so far as practical, such teacher preferences and desires will be fulfilled within the scope of teaching assignments available within the system.

C. If a teacher having expressed in writing, a desire to change his or her field or grade level is not awarded such a position when it may become available, they may, in writing, request an explanation for not being awarded their request.

A - ARTICLE V

DIVISION FACTOR

A. Salary shall be deducted for the following reasons:

- a. Absence or illness beyond leave for sickness allotted.
- b. Any unexcused absence.
- c. Absence approved without pay.

B. Deductions made subject to paragraph A shall be on the basis of D/N. D being full days or $\frac{1}{2}$ days (half days division being at lunch). N being the number of required teacher attendance days.

A - ARTICLE VI

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

A. No new teacher shall be employed by the Board for a reg-

ular teaching assignment who does not meet State Department of Education requirements.

B. Effort will be made to assign teachers within the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to the end of the school year. However, it is recognized that unforeseen conditions may arise which may require reassignment of teachers during any part of the school year. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such change.

A - ARTICLE VII

PERFORMANCE REVIEW

A. A review of the performance of all teachers shall be made by the administration, and the evaluation shall be put in writing. A performance review shall be composed of a minimum of the following:

1. Extent of imparting knowledge to the student.
2. Degree of stimulating reasoning ability.
3. Fulfillment of scheduled curriculum studies.
4. Development of student deportment.
5. Ability to organize class material.
6. Ability to carry out the teaching session.

A teacher's appearance, conduct, attitude, and influence upon the students, the faculty and community shall be matters for the evaluation.

B. There shall be a minimum of one performance review per year, included a minimum of one classroom observation.

C. A copy of the performance review shall be submitted to the teacher at the time of his personal interview or within ten days thereafter. One copy is to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the performance report to be placed in his personal file.

D. Performance reviews and personal interviews for probationary teachers shall be completed by March 15.

E. Each classroom observation shall be made in person for a minimum of thirty consecutive minutes. All classroom observations of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Within ten days a discussion of the results of the classroom observation shall be made to the teacher.

F. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

A - ARTICLE VIII

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, The Board will retain, as nearly as possible, those teachers most essential to the continuance of the educational program. The Board will further use their best efforts to assist all teachers terminated for lack of duty to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

A - ARTICLE IX

CONTINUITY OF OPERATION

Both parties recognize the desirability of continuous and uninterrupted operation. The Board agrees that during the life of the agreement it will not engage in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act. The Association accordingly agrees that during the life of this Agreement, neither the Association nor any of its members shall directly or indirectly engage in, or in anyway encourage or sanction, any strike or any group action which shall interrupt or interfere with the operation of the school.

A - ARTICLE X

SCHOOL CALENDAR

A. For the term of this Agreement the school calendar shall be as set forth in Section B, appendix A. Should there be a deviation from or a change in the school calendar, because of unforeseen emergencies, the Association shall be so advised.

A - ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. Grievances of teachers represented by the Association shall be handled as follows:

STEP 1: The teacher shall present his grievance to his immediate supervisor, (principal). The grievant may be accompanied by his designated Association representative. There shall be one designated Association representative for each school building. The grievant should, if possible, present the grievance during preparation periods, before or after school hours to his supervisor so that the educational process of the school will not be interrupted. The disposition of the grievance by such supervisor shall be given verbally to the teacher involved within 10 working days following the presentation of such grievance.

STEP 11: If no satisfactory settlement is obtained, the teacher and/or the designated representative may present his grievance with proposed corrective action, in writing, signed by the grievant and the president of the Association within 10 working days following the receipt of the supervisors answer under step 1, to the superintendent or his designated representative. The superintendent or his designated representative shall set up a hearing within 10 working days for the grievant and/or representative and supervisors involved. A decision in writing

by the superintendent shall be given to the teacher and the Association within 10 days of the hearing.

STEP 111: If the decision at Step 11 is not satisfactory, the teacher may file his alleged grievance with the Board in writing, countersigned by the president of the Association at least 10 working days prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular Board Meeting at which time the teacher and/or the designated Association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the following regularly scheduled Board Meeting with a copy to the Association.

Failure to appeal a decision at any step within the specific time limits shall be deemed an acceptance of the decision at that step.

Failure to render a decision within the allotted time shall be deemed to be a ruling in favor of the person filing the grievance.

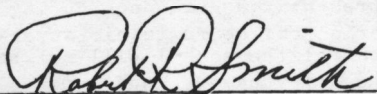
STEP 1V: If the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be processed accoring to provisions of Public Law 379.

Ratified by the Breckenridge Education Association on June 12, 1969.

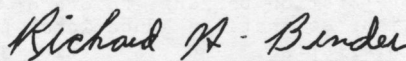
Ratified by the Breckenridge Board of Education at a Special Meeting held June 30, 1969.

BOARD OF EDUCATION OF BRECKENRIDGE
COMMUNITY SCHOOLS

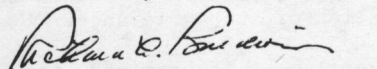
BRECKENRIDGE EDUCATION
ASSOCIATION



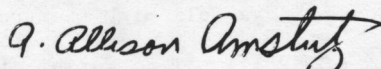
Robert Smith, President



Richard Bender, President



Richard Baldwin, Secretary



AL Allison Amstutz, Chairman-
Personnel Negotiations Committee

B - ARTICLE I

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salaries of teachers dues for the BRECKENRIDGE Education Association, The Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in ten equal monthly installments.

C. FORM

On this _____ day of _____, 19____, I, _____ hereby authorize the Board of Education to deduct the following sums in ten (10) equal installments as dues for the following organizations:

- \$ _____ Breckenridge Education Association
- \$ _____ Michigan Education Association
- \$ _____ National Education Association
- \$ _____ Non-member fee

I further understand that in the event of dispute over payment of the above specified amounts, I must seek my remedy from the Breckenridge Education Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Breckenridge Education Association.

Filed with the Board of Education on the _____ day of _____, 19____

Signature

Secretary

D. Dues authorizations filed with the Superintendent on or before the 10th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 10th day of September, 1969, shall be deducted from the first pay of the second semester.

E. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association.

F. Dues deductions shall be transmitted to the Treasurer of the Breckenridge Education Association and the Michigan Education Association within 5 days after such deductions are made.

G. All refunds claimed for dues of the Breckenridge Education Association, MEA, or NEA under such dues authorization shall lie solely with the Association. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for purpose of complying with this Article.

H. Non-member negotiation fee will be subject to paragraph A,B,C,D,E,F, and G above and authorization in writing shall be required.

B - ARTICLE II

TEACHING HOURS AND CLASS LOAD

A. The formal school day extends from 8:00 A.M. to 3:30 P.M. Teachers shall be required to report for duty by eight o'clock (8:00) A.M. Teachers shall not leave before 3:30 (three-thirty) P.M. Teachers shall remain for a sufficient period of time after the close of the formal school day to attend to those matters which properly require attention at that time, such as consultations with students and with parents when scheduled directly with the teacher.

B. The normal weekly teaching load in the Jr. and Sr. High School, based on a 7 period day, will be 30 teaching periods and 5 preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. The normal weekly teaching load in the elementary schools will be approximately 30 one hour teaching periods per week.

C. All teachers shall be entitled to a duty free uninterrupted lunch period equivalent to the student lunch period.

D. Elementary teachers shall be provided with 4 hours per week preparation time.

B - ARTICLE III

TEACHING CONDITIONS

INTRODUCTION

It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilised to this end.

A. It will be the endeavor of the Administration to schedule teacher-pupil ratios as follows:

Kindergarten	28
Early Elementary	29
Later Elementary	31
Jr. and Sr. High	31

B. An appropriate dictionary in each room shall be provided by the Board.

C. No teacher shall be required to drive a school bus.

D. Present telephone facilities shall be made available to teachers for their reasonable use. All personal toll calls are to be reported and paid at the office.

E. Parking areas of sufficient size to accommodate those teachers who drive to school shall be reserved for their exclusive use on a teacher-wide basis at each school building, and shall be kept clean of snow in the winter time at the Board's expense.

F. No teacher shall have more than 3 (three) preparations within the Jr. and Sr. High School whenever possible.

G. Teachers shall be entitled to a sick leave accumulation with pay at a rate of one day per month of employment to a total of 10 days per year. It shall be the prerogative of the Administration to investigate all absences for illness. Unused sick leave shall be accumulated to 90 days.

H. Any teacher whose personal illness extends beyond the period of allotted sick days shall be granted a leave of absence without pay for such time as provided in the Tenure Act, Article V, Section 11. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.

SABBATICAL LEAVE

I. Purpose: In order to provide opportunities for maximum professional improvement, Sabbatical Leave shall be available to teachers for formal, fulltime study at a recognized college or university, or courses approved by the board.

J. Eligibility - An applicant must have accrued seven full consecutive years of teaching service in the Breckenridge School District. Applicants shall not have received a Sabbatical Leave during the seven years immediately preceding application.

K. Application - The application shall be accompanied by plans for the use of the Sabbatical Leave, and an exposition of the plan's potential for increasing the applicant's professional competence.

L. Selection - Consideration shall be given to:

1. Assured eligibility
2. The applicant's potential for contributing to his professional growth.
3. The applicant's prior contribution to the Breckenridge School District and potential for future leadership.

M. Miscellaneous Administrative Provisions - Sabbatical Leave may be for a portion of the year but may not exceed a full school year. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent. Sabbatical Leave may be terminated should the grantee be placed upon probationary academic status by his college or university. Any falsification of information by the teacher in application may subject the leave to termination. Upon the return from Sabbatical Leave the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of Leave; he shall be restored to his former position, if possible, or to a position of at least comparable status.

N. The teacher shall be considered to be in the employ of the Board without pay during the time of the Sabbatical Leave.

B - ARTICLE IV

LEAVE

A. Personal Leave: Each teacher will be granted two (2) personal business days, non-cumulative, per year;

These days will be used for personal business which cannot be conducted on other than a school day. Two days written notice, except in emergency, must be submitted to the principal, with final approval of the Superintendent.

Personal business will be allowed under the following provisions:

- a. To be used for pressing and unavoidable reasons only, with proper use subject to verification at the request of the Administration.
- b. Personal leave is not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional manner.
- c. Examples of unacceptable uses of personal leave are:
 1. Recreational pursuits
 2. Economic gains
 3. Social functions
 4. Other employment

5. Marriage
6. Child Care

Improper use of personal business days will result in loss of pay for day or days in question.

B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. Any teacher called for jury duty shall request to be excused from such duty.

C. The Association will be allowed a maximum of three (3) days per year compensable leave for any Association business. The Superintendent shall be notified in writing two days in advance of the person's absence, and he has the right to approve or disapprove the absence. The Superintendent shall be notified by the Association. Any teacher granted leave for Association business shall be compensated at his salary. Leave taken under this provision will not be deducted from individual leave.

D. A maximum of three (3) days with pay shall be granted a teacher for attendance and business related to the funeral of: wife, husband, mother, father, sisters, brothers and children of the teacher.

One day shall be granted for the funeral of: mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, and grandchildren.

Extension of the above and funeral leave for any other person not mentioned above may be granted upon approval of the Administration.

All funeral leave shall be deducted from accumulated sick leave.

E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist during time of national emergency for military duty in any branch of the armed forces of the United States.

F. Maternity leave may be granted a tenure teacher under the following provisions:

- a. Under normal conditions a leave shall commence not later than the end of six (6) months of pregnancy.
- b. Where this date falls near the end of the semester the teacher may be permitted to complete the semester.
- c. If due to unusual illness or other circumstances that would cause unfavorable conditions for the students, the Administration may grant the leave before the six months. The Association would be notified of the conditions of the early termination at the time of its enforcement.
- d. The teacher will be re-employed at the beginning of the first regular semester, if a vacancy is available, upon a sixty day notice of her intent

to return. If requested, a medical report may be required by the Administration before rehiring.

B - ARTICLE V

SUBSTITUTE TEACHERS

A. The Administration will endeavor to formulate a list of substitute teachers. The Association agrees that the teacher shall advise the Administration of their impending or anticipated absence at least before 7:00 A.M. of the day of pending absence.

APPENDIX B

SALARY SCHEDULE

STEP	BA or BS	+15 hrs.	MA
0	6900	7100	7300
1	7125	7325	7525
2	7350	7550	7750
3	7575	7775	7975
4	7800	8000	8200
5	8025	8225	8425
6	8250	8450	8650
7	8475	8675	8875
8	8700	8900	9100
9	8925	9125	9325
10	9150	9350	9550
11	9375	9575	9775
12	9600	9800	10,000

MERIT PAY SYSTEM

NEW TEACHERS

1. Determine the step at which you qualify. The dollar amount is listed below your educational qualification.

FOR CONTINUING TEACHERS:

1. Locate the dollar amount listed below your educational qualification at the step you have just completed teaching.

2. Ascertain your performance remuneration factor for the year you have just completed teaching from your Principal or Superintendent.

3. Multiply your performance remuneration factor by \$225. (the normal increment between steps at a factor of 1.0 for this contract). Add this amount to the dollar amount in step 1. This is your salary for the forth coming year. With a factor of 1.0, the dollar amount shown in the schedule will correspond exactly with the step for the forthcoming year.

4. For TEACHERS ON THE LAST STEP OF THE SALARY SCHEDULE

a. Ascertain your performance remuneration factor for the year you have just completed teaching from your Principal or Superintendent.

B. If your performance remuneration factor is greater than 1.0 multiply by \$225, and add this amount to the dollar amount for the last step of the salary schedule. This is your salary for the forthcoming year.

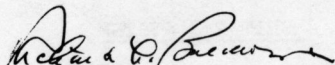
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BOARD OF EDUCATION OF BRECKENRIDGE
COMMUNITY SCHOOLS

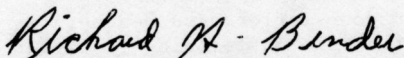


Robert R. Smith, President

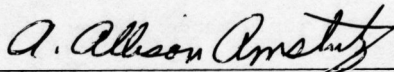


Richard Baldwin, Secretary

BRECKENRIDGE EDUCATION ASSOCIATION



Richard Bender, President



A. Allison Amstutz, Chairman-
Personnel Negotiations Committee