

June 30, 1975 -

PROFESSIONAL EMPLOYMENT
CONTRACT

BETWEEN

BRECKENRIDGE EDUCATION ASSOCIATION

AND

BRECKENRIDGE SCHOOL BOARD

Breckenridge Community Schools

Breckenridge Community Schools

Box 217

Breckenridge, Michigan

48615

PROFESSIONAL EMPLOYEES CONTRACT
BRECKENRIDGE COMMUNITY SCHOOLS

T A B L E O F C O N T E N T S

Part I	Page
Purpose and Contract Duration	1
A - Article I - Recognition of the Bargaining Group.....	2
A - Article II - Association and Teacher Rights.....	2
A - Article III - Rights of the Board.....	3
A - Article IV - Notification of Teaching Preference.....	3
A - Article V - Division Factor.....	4
A - Article VI - Professional Qualifications and Assignment.....	4
A - Article VII - Teaching Conditions.....	4
A - Article VIII - Performance Review.....	5
A - Article IX - Reduction in Personnel and Annexations and Consolidations of Districts.....	6
A - Article X - Continuity of Operation.....	6
A - Article XI - Grievance Procedure.....	6
Part II	
B - Article I - Membership, Fees and Payroll Deductions.....	8
B - Article II - Teaching Hours and Class Load.....	9
B - Article III - Teaching Conditions.....	9
Sabbatical Leave.....	10
B - Article IV - Leave.....	11
B - Article V - Substitute Teachers.....	13
B - Article VI - New Hires.....	13
Appendix A - Salary Schedule.....	14

PROFESSIONAL EMPLOYEES CONTRACT

BRECKENRIDGE COMMUNITY SCHOOLS

PURPOSE

This agreement entered into this 30th day of August, 1972 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 impartation 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 formulize.

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, 1972 and continue in effect for three (3) years until the 30th day of June 1975.

Part B shall contain those items which shall become effective July 1, 1974 and shall continue in effect for one (1) year until the 30th day of June 1975.

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 written request of either party and consent of the other.

If Part B of this contract is not agreed upon and accepted by the Board and the Association by September 1 of each year, Part A of this contract shall be suspended until Part B is agreed upon and accepted.

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.

The Board and the Association agrees that a party or parties representing the teachers will be allowed to discuss co-curricular pay with the Board.

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 carried 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 the Administration. All materials used will be charged to the Association budget.

D. The Board agrees to furnish upon request to the Association public information concerning the financial resources of the district, tentative budgetary requirements and allocations and other public 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 may consult the Association on any major revisions of educational policy or construction programs 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. Whenever a vacancy arises, the Superintendent shall promptly notify the Association and post notices of same on a bulletin board in each building.

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 attendance days.

A-ARTICLE VI

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

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

TEACHING CONDITIONS

A. All classroom teachers must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for at least one (1) day in advance. A copy of such plan must be available in the building at all times.

B. The Association and the Board of Education recognize the need for experimentation and innovation in educational programs. New approaches in staffing and scheduling may involve changes in the length and number of class periods taught and the number of students in a given class. Therefore, teachers are requested and expected to participate in curriculum study, research and revision committees during the school year as a part of professional duties without pay. Arrangements for these curriculum revision committee meetings shall be made by the Superintendent or his designee. The Association recognizes the right of the Board to modify, adjust or change teaching conditions for experimental classes including new technological and innovative approaches in the educational program.

C. Supervision of students, school materials, equipment, and facilities, is the teacher's responsibilities during the entire school day. This includes activities in all school areas such as cafeteria, halls, laboratories, playground, assemblies, and any other place where students may congregate during the normal school day. It is the responsibility of the teacher to see that good housekeeping practices are observed in the halls, respective classrooms and their lounge. Damaged, lost or stolen items are to be reported to the administration promptly.

D. Upon the request of the administration, each teacher shall attend staff meetings as scheduled by the administration. Such meetings shall be scheduled one week in advance; however, a meeting may be called at any time if an emergency arises.

E. All teachers, unless excused by the administration, shall attend each scheduled staff meeting. Failure to attend shall result in a loss of 1/1000 of the BA, step 1, salary for each meeting missed.

A-ARTICLE VIII

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. Probationary teachers shall be observed for the purpose of evaluation at least two times during the school year. These observations shall occur no later than six weeks following a teacher's commencement of service, and no later than eight weeks prior to the end of the probationary year. Tenure teachers shall be observed for the purposes of evaluation at least once every year, and not later than eight weeks before the end of the school year.

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 IX

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. Alleged violations of this contract shall be processed according to the "Grievance Procedure" described in Article XI. A grievance is defined for the purpose of this contract as a complaint of the violation of any provision of this agreement.

A-ARTICLE X

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 XI

GRIEVANCE PROCEDURE

Section 1. Grievances of teachers represented by the Association shall be

handled as follows:

STEP I: 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 II: 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 III: If the decision at Step II 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.

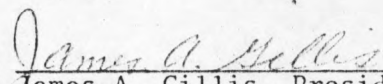
STEP IV: If the association is not satisfied with the disposition of the grievance by the Board the grievance may be taken to a mediator to make a judgement that is not binding on either party.

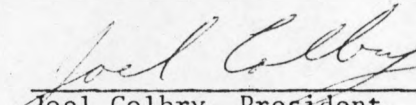
Ratified by the Breckenridge Education Association on August 30, 1972.

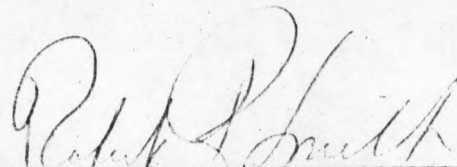
Ratified by the Breckenridge Board of Education at a Special Meeting held August 28, 1972.

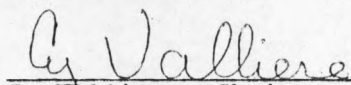
BOARD OF EDUCATION OF BRECKENRIDGE
COMMUNITY SCHOOLS

BRECKENRIDGE EDUCATION
ASSOCIATION


James A. Gillis, President


Joel Colbry, President


Robert R. Smith, Secretary


Cy Valliere, 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 equal monthly installments.

C. FORM

On this _____ day of _____, 19____, I, _____ hereby authorize the Board of Education to deduct the following sums in 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 current school year. Dues authorizations filed after the 10th day of September, 1973, 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 three-thirty (3:30) P.M. except on Fridays or on days preceding vacations on which days they shall be allowed to leave at three-twenty (3:20) 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 seven (7) period day, will be thirty (30) teaching periods and five (5) preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.

C. The normal weekly teaching load in the elementary school will be approximately thirty (30) one (1) hour teaching periods per week. Elementary teachers shall be provided with four (4) hours per week preparation time.

D. Elementary teachers shall be provided with four (4) hours per week preparation time, which includes student recess time.

E. Elementary teachers can be required to supervise a maximum of two (2) recess periods each week.

F. There will be no more than two (2) one (1) hour regular scheduled staff meetings per month unless deemed necessary for normal continual operation of the school.

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

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 utilized to this end.

A. Whenever possible, the Administration will schedule teacher-pupil ratios as follows:

Kindergarten through 2nd grade	25
3rd grade through 6th grade	29
Secondary	30

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

C. 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.

D. Parking areas of sufficient size to accomodate 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.

E. No teacher shall have more than three (3) preparations per semester, whenever possible.

F. Teachers shall be entitled to a sick and injury leave with pay to a total of ten (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 one hundred (100) days.

G. Workman's Compensation: Workman's Compensation shall be provided as specified by law. It is agreed that if any injury results in the right to compensation under the Michigan Compensation law, the Board will pay, to the teacher the difference between the amount due to him by Workman's Compensation insurance and his regular salary. Normal sick leave deductions will be made.

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 II. Upon return from leave, a teacher shall be assigned to the same position if available, or a substantially equivalent position.

SABBATICAL LEAVE

A. Purpose: In order to provide opportunities for maximum professional improvement, Sabbatical Leave shall be available to teachers for formal full-time study at a recognized college or university, or courses approved by the Board.

B. Eligibility: An applicant must have accrued seven (7) full consecutive years of teaching service in the Breckenridge School District. Applicants shall not have received a Sabbatical Leave during the seven (7) years immediately preceding application.

C. 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.

D. 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.

E. 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.

F. 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. Emergency Leave: Emergency leave shall be granted for personal business which cannot normally be taken care of after regular school hours. There shall be a maximum of two (2) days per school year granted, non-accumulated. Except in emergencies, the teacher requesting leave shall notify his principal at least one (1) day in advance in writing, Form EL-1. The teacher may be asked to explain the reason for any personal leave requested before or after a holiday, weekend, or vacation period. These days may not be used as vacation days, and requests to lengthen vacation or weekend periods may be denied.

In very unusual circumstances for approved emergency absences greater than two days, the Superintendent may grant leave to be deducted from the teachers accumulated sick leave allowance.

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 by the Association two (2) days in advance of the person's absence, and he has the right to approve or disapprove the absence. 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. Three (3) days with pay may 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 (1) day may be granted for the funeral of: mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, aunt and uncle.

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: Maternity leave is available to female tenure teachers, without pay, under the following provisions:

- a. The teacher shall notify the Superintendent, in writing, at least five (5) months prior to the expected date of birth so that necessary arrangements can be made to provide for continuity within the system between pupils and teacher.
- b. The teacher shall submit a written request for maternity leave to the Board of Education within six (6) weeks, thereafter. The request shall specify the beginning date of leave, which shall be accompanied by her physician's statement that there is no medical reason why the teacher cannot continue to perform her normal services until the beginning date of leave. As nearly as possible the beginning date of leave, should conform to the ending of a marking period, semester or school year. The beginning date of leave shall not commence later than four (4) weeks prior to the expected date of birth without written approval of the school board or its designee. In the event of a dispute concerning the beginning date, the Board shall provide a private hearing prior to setting the beginning date of leave for maternity.
- c. The length of the maternity leave shall not exceed one (1) year, renewable or extended at the discretion of the Board. The teacher will be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. Reemployment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for reemployment. It is understood that this shall not supersede provisions for layoff, other provisions of this contract or law.
- d. A teacher may make a written request for reinstatement prior to expiration of the leave. However, the Board reserves the right to approve accelerated termination.
- e. Failure to return from maternity leave on date specified shall be deemed a resignation. Failure to apply for maternity leave as prescribed shall result in termination of employment when the teacher can no longer perform her duties.
- f. Maternity leave will be granted without pay and without experience credit and without other contractual benefits provided. When returning from maternity leave, the teacher shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.
- g. Probationary teachers are expected to follow the above procedure when applying for maternity leave. Leave may or may not be granted at the discretion of the Board of Education.

B-ARTICLE V

SUBSTITUTE TEACHERS

A. The Administration will formulate a list of qualified substitute teachers according to areas of instruction. 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.

B-ARTICLE VI

NEW HIRES

A. Teachers coming into the system with previous experience will be placed at the appropriate step on the salary schedule up to and including five (5) years. Teachers with more than five (5) years experience may be placed on the salary schedule at the discretion of the Board up to their maximum years of experience.

APPENDIX A
SALARY SCHEDULE

BRECKENRIDGE COMMUNITY SCHOOLS

STEP	BA/BS	+15 HRS.	MA
0	\$ 8736	\$ 9022	\$ 9256
1	9022	9282	9542
2	9319	9579	9839
3	9628	9888	10148
4	9949	10209	10469
5	10280	10540	10800
6	10624	10884	11143
7	10978	11238	11498
8	11344	11604	11864
9	11721	11982	12240
10	12110	12371	12630
11	12532	12771	13031
12	12923	13183	13443

The Board of Education will pay 5% of each employees' gross salary to the Retirement Board.

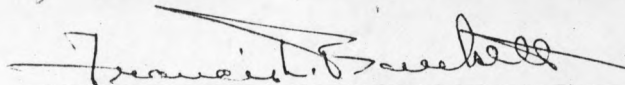
The Board of Education will pay the cost of health insurance, not to exceed \$50.50 per month, per employee or the Board will pay for other approved options not to exceed \$18.96 per month, per employee.

Ratified by the Breckenridge Education Association on August 26, 1974.

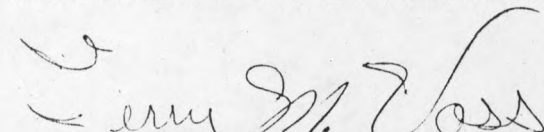
Ratified by the Breckenridge Board of Education at a Special Meeting held August 29, 1974.

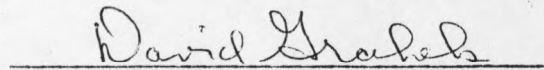
BOARD OF EDUCATION OF BRECKENRIDGE
COMMUNITY SCHOOLS


James A. Gillis, President


Francis L. Burkett, Secretary

BRECKENRIDGE EDUCATION ASSOCIATION


Terry Voss, President


David Grahek, Chairman
Personnel Negotiations Committee