

6/30/97

Master Agreement



*"The Breckenridge
Community
Schools...Caring
People Committed To
Excellence."*

Breckenridge Community Schools

Between The
Breckenridge Board of Education
and the
**Breckenridge Education
Association**

1995-96
1996-97

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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PURPOSE

This agreement entered into by and between the Board of Education of the Breckenridge Community Schools, Breckenridge, Michigan, hereinafter called the "Board" and the Breckenridge Education Association/MEA/NEA, hereinafter called the "Association."

The Mid-Michigan Education Association/MEA/NEA hereby designates the Breckenridge Education Association as its local agent for the purposes of contract administration.

ARTICLE I

RECOGNITION OF THE BARGAINING GROUP

- A. The Board hereby recognizes the Association as the exclusive representative for:

librarians; counselors; speech pathologist; 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.

1. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
 2. The term "Certified Employee" as used in this Agreement shall mean any employee of the school district required to hold a valid Michigan teaching certificate.
- B. Except as mandated by law, the Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without 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.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. The Association shall have the right to use school buildings and equipment consistent with Board policy governing public use of such facilities. All school equipment used by the Association will be scheduled and approved by the Administration. If the usage of facilities and equipment results in extra costs to the Board, the Association will be charged for such usage.
- B. The Association and Board agree that the rights and protections accruing to teachers will be guaranteed without regard to race, creed, color, age, sex, marital status, or membership in the BEA, or any other organization.
- C. The Board may consult the Association on any major revisions of educational policy, instructional change, or other programs proposed or under consideration.
- D. The Board agrees to make available to the Association, upon request, information as required under the Freedom of Information Act.
- E. No teacher shall be disciplined without just or reasonable cause.
- F. No teacher shall be prevented from wearing insignia or other identification of membership in the Association.
- G. Bulletin boards shall be provided in the teachers' lounge for Association business. The Association will devise a system of disbursement of mail and other Association business in keeping with Federal Postal Regulations. All Association communication on bulletin boards must be signed by an Association officer.

ARTICLE III

BOARD RIGHTS

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
 - 1. Establish policies, manage, and control the Breckenridge Community School District, its facilities, equipment, and its operations and to direct its working forces and affairs.

2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE IV

MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of teachers dues for the Association when so authorized in writing by each teacher. The Board also agrees to deduct from the salaries of the teachers contributions to the National Education Association Political Action Committee (NEA-PAC) and the Michigan Education Association Political Action Committee (MEA-PAC) when so authorized in writing by each teacher.
- B. Method of Deductions.
 1. Regular dues for the above organizations shall be deducted together as one deduction and shall be deducted in equal installments from the first twenty (20) consecutive pays.

2. The NEA-PAC and MEA-PAC contributions shall be deducted together as one deduction on a one time only basis on or before the last day of February of each contract year.
- C. Dues deductions and NEA-PAC and MEA-PAC contributions shall be transmitted to the designated agent of the Association within five (5) days after such deductions are made.
- D. Dues and/or non-member service fee authorizations once filed with the Superintendent, or his designated representative, shall continue in effect until a revocation form in writing, signed by the teacher, is filed with the Superintendent and the treasurer of the Association.
- E. Dues and/or non-member service fee authorizations shall be filed with the Superintendent or his designated representative no later than ten (10) days after the initial teacher work day.
- F. Each new hire shall authorize the deduction of the above indicated dues through a form to be provided by the Association. In the event that a new hire or a teacher already on the staff does not desire the deduction of dues, he shall authorize the payment of a non-member service fee established by the Association:

NON-MEMBER SERVICE FEE

On the ___ day of _____, 19___, I, _____, authorize the Board of Education to deduct the non-member service fee as provided for in the Professional Employment Contract between the Breckenridge Education Association and the Breckenridge School Board.

I further understand that failure to authorize the deduction of said service fee in lieu of dues shall result in the termination of my employment with the Breckenridge Community Schools.

(Signature)

- G. In the event that a teacher does not authorize payment of dues or service fee within ten (10) days after the initial teacher work day, the Board shall at the request of the Association, terminate the employment of said teacher.
- H. The Board and the Association expressly recognize that the failure of a teacher to comply with the membership and/or service fee provisions of this article is just and reasonable cause for discharge from employment.
- I. The procedure in all cases for discharge because of violation of this article shall be as follows: The Association shall notify the teacher and the Board of non-compliance within

thirty (30) work days of the initial teacher work day. Said notice shall be by certified mail and shall detail the non-compliance. The notice shall provide ten (10) days for compliance by the teacher and shall further advise that a request for discharge shall be filed with the Board in the event that compliance is not effected. If compliance is effected, payroll deduction of the total amount of the requisite dues or non-member service fee shall be deducted in equal installments beginning with the first day of the second semester. If compliance is not effected, the teacher's employment shall be immediately terminated.

- J. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for purpose of complying with this agreement.
- K. Teachers shall submit to Central Office written notice of any desired change in method of payment at least 5 working days prior to initial pay day for a new school year, or it will be automatically assumed that the method of payment will be the same as the previous year. Available payment options are as follows:
 - 1. Bi-weekly
 - 2. 22 equal pays
 - 3. Calculate bi-weekly with lump sum on 22nd pay.

ARTICLE V

DIVISION FACTOR

- A. Salary shall be deducted for the following reasons:
 - 1. Absence or illness beyond leave for sickness allotted
 - 2. Any unexcused absence
 - 3. Absence approved without pay
 - 4. Disciplinary action by the Board
- B. Deductions made subject to paragraph A shall be on the basis of D/N. D being full days or 1/2 days (half days division being at lunch). N being the number of required attendance days.

ARTICLE VI

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

- A. Teachers who will be affected by a change in grade assignments at the elementary level or by changes in subject assignment in the secondary school grades will be notified by the Administration as soon as practicable.

However, it is recognized that unforeseen conditions may arise which may require reassignment of teachers during the school year. Such changes shall be voluntary to the extent possible.

ARTICLE VII

CLASSLOAD AND TEACHING CONDITIONS

- A. Whenever possible the Administration will schedule teacher-pupil ratios as follows:
1. Elementary - 2nd grade 25
Third grade - 6th grade 29
 2. Secondary
English 30
Social Studies 30
Math 30
Science 30
 3. Physical Education classloads will be maintained at a ratio not to exceed 45:1. Where two classes are scheduled at the same time, the total student enrollment shall not exceed 90.
- Classes such as Business, Typing, Clerical Block, Industrial Arts, Drafting, Language and Homemaking will be limited to the teaching stations available whenever feasible as determined by the Board or its designee.
- B. In the event that the pupil-teacher ratio in grades K-6 exceeds the number stated in this article, one-half hour of aide time assistance per child per day overload will be provided by the Board, at the teacher's request. The Board will also provide additional texts and reasonable materials as are necessary.
- C. Should the Board change any Special Education Policy, either by their own volition or as mandated by State Law, the working conditions affected by such changes shall be bargained before they are implemented.
- D. Class lists for the coming year will be provided to each teacher. The BEA may submit a list of classes considered too large to a committee consisting of the principal, the counselor, and the Superintendent.
1. All bargaining unit members shall be given written notice of their assignment for the forthcoming school year no later than May 15. For elementary teachers, such notice shall include building and grade level. For secondary teachers, such notice shall include building and a listing of probable courses to be taught. If it is necessary for a bargaining unit member's assignment

for the forthcoming school year to change after May 15, such notification will be given to the affected member and the Association as soon as the change has been determined.

- E. All teachers shall have no more than three (3) preparations per semester whenever possible.
- F. The Administration will schedule K-6 classes so that the number of students assigned to individual teachers within a grade will be approximately equal except for specialized classes. Significant differences in class sizes will be discussed with the teachers involved prior to implementation.
- G. No teacher shall be required to drive a school bus.
- H. Present telephone facilities shall be made available to teachers for their reasonable use. All personal toll calls are to be billed to the teacher's home phone.
- I. To the extent possible, without remodeling or additional expenditures, the Board shall make available restroom facilities for adult use and a faculty lounge.
- J. Parking areas to accommodate teachers who drive to school shall be reserved for their use at each school building and shall be kept clean of snow in the winter at the Board's expense.
- K. All classroom teachers must maintain 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 plans must be available in the building at all times.
- L. 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 teacher's 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.
- M. Supervision of students, school materials, equipment, and facilities is the teacher's responsibilities during the entire school year. 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.

- N. 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. An agenda shall be provided in advance of such meetings.
- O. 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 and an unexcused absence may result in discipline.
- P. There will be no more than two (2) one-hour regular scheduled staff meetings per month unless the Administration believes additional meetings are necessary.
- Q. Placement of student teachers.
 - 1. Acceptance of student teachers shall be voluntary on the part of the supervising teachers.
 - 2. No teacher will be assigned more than one (1) student teacher per semester, without the consent of the affected teacher.
 - 3. Supervising teachers will have tenure.

R. Acts of God

Scheduled days of student instruction and/or teacher attendance that are cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities, shall be re-scheduled by mutual agreement between the Superintendent and the BEA President. Such re-scheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.

As provided in P.A. 212 of 1986, the first two (2) days when pupil instruction is not provided because of conditions not within the control of school authorities shall be counted as days of pupil instruction. Subsequent such days shall not be counted as days of pupil instruction.

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

ARTICLE VIII

TEACHING HOURS

A. The length of the working day for full-time employees shall be seven hours and twenty minutes. The normal full-time teaching load shall be thirty (30) teaching periods or their equivalency and five (5) unassigned preparation periods or their equivalency per week arranged with the appropriate administration. Assignment to a study hall shall be considered a teaching period for the purpose of the section.

B. Teachers will be at their classrooms as follows:

Elementary: 7:55 a.m. -- 2:40 p.m.
Secondary: 8:10 a.m. -- 2:50 p.m.

Classes start five minutes after teachers report.

C. No elementary teacher is required to supervise recess periods.

K-3 shall be allowed two fifteen-minute recess periods. Fourth and fifth grades shall be allowed one fifteen-minute recess period.

D. All teachers shall be entitled to a duty-free, uninterrupted lunch period of at least thirty minutes.

E. The Parent-Teacher Conferences schedule for the 1995-96 school year shall be as follows:

First Semester - October 25 and 26

<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
Morning Classes	Morn. Classes	Morning Classes
El. Conf. 1-3 p.m.	Conf. 1-5	Teaching Staff
Secondary In-Service (1-3 p.m.)	Dinner 5-6	dismissed at
	Conf. 6-8	11:30--Elem. and 11:40--Secondary

Second Semester - March 28

<u>Thursday</u>	<u>Friday</u>
Conferences	Morning Classes
K-12 4-7 p.m.	Teaching Staff Dismissed for afternoon

Kindergarten conferences will be from 8:30 to 12:00 noon and 1:00 to 3:00 p.m. if necessary.

ARTICLE IX

LEAVES

A. Sick Leave

1. Teachers shall be entitled to a sick, injury, and health related leave with pay and benefits to a total of 10 days per year, to be credited upon commencement of the teachers attendance at work each year. It shall be the prerogative of the Administration to investigate all absences for illness. Teachers shall be allowed to use sick leave from the yearly allotment of ten before using any accumulated sick leave days. Any unused sick days will be added to the teacher's accumulated sick leave days at the end of the year. Unused sick leave shall accumulate to one hundred ten (110) days.
2. Worker's Compensation. Worker's Compensation shall be provided as specified by law. If an employee is injured in the course of employment at the school, he/she must notify the immediate supervisor and the superintendent's office. Should an employee be forced to miss work because of an injury that is work related, the employee may choose to use a pro-rated portion of sick leave time plus workers' compensation payments to equal their regular salary. Workers' compensation insurance is furnished by the Board of Education at no cost to the employee.
3. Any teacher whose personal illness extends beyond the period of allotted sick days shall be granted a leave of absence without pay or benefits 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.
4. Sick days may be used by teachers in the event of illness of the spouse, parent, or child.
5. In case of serious illness requiring hospitalization in the immediate family (spouse, children, parents, parents-in-law, siblings, grandparents, grandchildren), teachers shall be entitled to use a maximum of three (3) days per occurrence. All days used in this section shall be deducted from accumulated sick leave.
6. Teachers shall be allowed to use sick days in the case of a newly adopted child. The use of accumulated sick days for the care of a newly adopted child shall be limited to twenty (20) days. If more time is necessary, the teacher shall be granted an Unpaid Leave of Absence as stipulated in Article H.

B. Sabbatical Leave

1. 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.
2. 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.
3. 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.
4. Selection: Consideration shall be given to:
 - a. Assured eligibility
 - b. The applicant's potential for contributing to his professional growth.
 - c. The applicant's prior contribution to the Breckenridge School District and potential for future leadership.
5. 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.
6. The teacher shall be considered to be in the employ of the Board without pay during the time of the sabbatical leave.

C. Personal Leave

1. Personal leave shall be granted for reasonable causes to attend to personal business which cannot normally be taken care of after regular school hours. There will be a maximum of two (2) days per year non-accumulative which may be used at the teacher's discretion. These days may not be used to extend a vacation or holiday

period. If the leave day(s) are not used, they may be transferred to the teacher's sick leave upon request. Except in cases of extreme emergency, requests for such leave should be submitted to the building principal as early as possible and in no case less than one day in advance of the anticipated absence.

The use of personal business days shall not exceed four per level per day (K-6 and 7-12). Requests will be honored on a first-come, first-served basis. In the event that an employee desires a personal leave and the allotment for his/her level is already spoken for, the superintendent may grant the personal leave provided the reason for this leave is deemed valid.

2. In very unusual circumstances for approved emergency absences greater than two (2) days, the Superintendent may grant leave to be deducted from the teacher's accumulated sick leave allowance.

D. Jury Duty

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.

E. Association Leave

The Association will be allowed a maximum of four (4) days per year compensable leave for any Association business at no expense to the employee or the Association. The Superintendent shall be notified, in writing, by the Association two (2) days in advance of the person's 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.

Additional days will be granted upon notification to the Superintendent. Additional days will be requested at least one week in advance. The Association will reimburse the District for the cost of the substitute for any additional days.

F. Bereavement Leave

1. A maximum of five (5) days per occurrence shall be granted in event of a death of mother, father, spouse, or child.
2. A maximum of two (2) days per occurrence shall be granted in the event of a death of other family members (brother, sister, grandparent, parents-in-law, grandchildren).
3. Leave used in No. 1 and No. 2 above shall not be deducted from accumulated sick leave.

4. One day per occurrence shall be granted to attend the funeral of other persons not mentioned above; such leave shall be deducted from accumulated sick leave.
5. Upon written application, the Superintendent may grant additional days under the provisions of this section. Such days will be deducted from accumulated sick leave.

G. Military Leave

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.

H. Unpaid Leave of Absence

1. Upon written request of a teacher, the Superintendent may, on not less than five (5) days' notice, grant a leave of absence when such leave is for two (2) weeks or less. Such leave shall be without pay.
2. Upon written request of a teacher, the Board may, at a regular or a special meeting, grant a leave of absence for more than two weeks.
3. Whenever an extended leave of absence is granted by the Board, the leave shall be without pay and/or other benefits. Group insurance shall be assumed and paid by the teacher on leave when leave commences and the school district shall be relieved of any contribution thereto.
4. A teacher returning from an extended leave of absence will be placed in his old position, if possible, or to another position to which the teacher is certified.

I. Saturday School Leave

Teachers who agree to supervise sessions of the disciplinary Saturday School shall be granted a half day of leave time for each session supervised. These days are separate from the personal leave days.

J. Mentor Teacher Leave

Teachers who agree to serve as a Mentor Teacher for a new teacher in the system shall be granted one day of leave time for each year that they fulfill the requirements of being a mentor teacher. These days are separate from the personal leave days.

ARTICLE X

TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. The Board recognizes its responsibilities to support and assist teachers with respect to the maintenance of control and discipline in the classroom.
- B. The Board recognizes that discipline problems are less

likely to occur in classes which are well taught and where a high level of student interest is maintained; however, a teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

- C. A teacher may temporarily remove a pupil from his class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal with knowledge of the exclusion and, as promptly as possible, full particulars of the incident. The report shall be presented, in writing, within 24 hours upon request of the principal.
- D. Any case of assault or legal action upon a teacher while acting within the scope of his duties shall be promptly reported to the building administrator. The Board shall render all reasonable assistance to the teacher in connection with the investigation of such instances. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in accordance with school policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense to the extent provided by the Board's liability insurance protection, providing the teacher acted in a reasonable manner.
- F. The Board will reimburse a teacher for damage or destruction of clothing or personal property worn by a teacher acting within the scope of his duties provided:
 - 1. The damage or destruction is caused by an assault by a student upon a teacher acting within the scope of their duties and responsibilities.
 - 2. The teacher exhausts his/her personal insurance prior to requesting reimbursement and actual monetary loss is incurred.
 - 3. The total liability of the Board shall not exceed \$200.00 under this provision.
- G. Complaints against a bargaining unit member which are to become part of the employee's personnel file shall be immediately drawn to the employee's attention.
- H. No action against a teacher shall be taken on a basis of a complaint by a parent, student, teacher, or administrator, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher.

ARTICLE XI

EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all classroom monitoring or observation of teachers shall be conducted openly.
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Formal classroom observation shall be based on at least thirty (30) consecutive minutes of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
 - 1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before November 15 and again on or before March 15. A personal meeting will be held within ten (10) school days after each evaluation to review the job performance of the probationary teacher.
 - 2. Tenure teachers shall be evaluated in writing at least once every three (3) years. If a concern arises, the building principal may evaluate a teacher every year. The BEA will be notified of any situation in which a teacher is being evaluated more often than once every three years. A formal classroom observation shall be completed on or before March 15. A personal meeting will be held with the tenure teacher within ten (10) school days after this observation. A written evaluation will be completed and given to the teacher on or before May 1 to review his/her job performance.
 - 3. If an administrator believes a teacher's performance is deficient in any areas, such areas of deficiency shall be identified at the post evaluation conference and recommendations for improvement shall be made. If in subsequent observations the areas of previously noted deficiencies are observed and have shown improvement, such notations shall be made.
- D. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other one (1) to be retained by the teacher. In the event the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.
- E. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the

teacher in his review. After the teacher's initial employment, teachers shall be mailed a copy of any evaluative additions to the teacher's file.

- F. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. Any reprimand, suspension, discharge, or other disciplinary action will be for just cause.
- G. A system of progressive and corrective discipline shall be applied fairly to all teachers employed by the Board. The following procedure will be established.
 - 1. Discussion of problem
 - 2. Verbal warning
 - 3. Written warning
 - 4. Suspension with pay
 - 5. Suspension without pay
 - 6. Dismissal

In the event that the administrator deems that the nature or severity of an action taken by a teacher warrants, steps of the progressive discipline sequence may be by-passed. Such an action would be subject to Article XIV, if the teacher chooses to challenge the decision.

- H. A teacher shall be entitled, at the teacher's request, to have present a representative of the Association when being reprimanded, disciplined, reduced in rank or compensation. Information forming the basis for disciplinary action shall be made available to the teacher upon his/her request.

ARTICLE XII

VACANCIES AND TRANSFERS

- 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. A vacancy is defined as an unfilled position that no employee has a right to, and, the district desires to fill.

Employees may have the right to a position before it is considered a vacancy. The following situations have priority before a vacancy is declared;

- 1. Involuntary transfers from the grade level,
- 2. Teachers on involuntary transfers from other grade levels,
- 3. Teachers on leave,
- 4. Teachers who are laid off.

- C. The Association recognizes that when vacancies occur in K-8 during the school year, it may be difficult to fill them without disrupting the existing instructional program. Such vacancy may be filled on a temporary basis until the end of the current year, at which time the position will be considered vacant.

Vacancies occurring during the semester in 9-12 may be filled on a temporary basis until the end of the semester, at which time the position will be considered vacant.

- D. Whenever a vacancy arises, the Superintendent shall promptly notify the Association and post notices of same on a bulletin board in each building. If the vacancy occurs after the close of the school year, the Superintendent shall notify all Association members by mail. Notices of summer vacancies shall be sent to the Association President or his designee and to those teachers with written request for transfers on file. The Association will provide the administrator with a list of teachers who are interested in changing their teaching assignments at the end of the school year.
- E. The Administration shall consider all applications from the current teaching staff for any vacancy. Vacancies will be filled on the basis of qualifications and experience. When experience and qualifications are substantially equal, the applicant with greater service in the District shall be given preference. (Qualifications as defined in Article XIII, Section A., Number 5)
- F. 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. Such request should be filed no later than ten (10) working days after the initial teacher's work day after the vacancy has been filled.
- G. When transfers are made, the administration will first review written requests for transfers. Prior to making involuntary transfer, the administration agrees to discuss the transfer with the teacher(s) involved and shall consider the teacher's qualifications, length of time in the school district, and other relevant factors when making such involuntary assignments. Every attempt will be made by the administration to allow involuntarily transferred teachers to stay in that position for at least three (3) years before involuntarily transferring again. It is also understood that enrollment shifts, declining enrollment, district financial problems, and reorganization could cause involuntarily transferred teachers to be transferred more often than every three years. The changing of classes at the secondary level (7-12) does not constitute a transfer.
- H. Any teacher desiring to voluntarily trade or exchange his/her assignment with another teacher may do so with adminis-

trative approval. Such transfers may be granted to expand the individual teaching experiences or facilitate scheduling. Such exchanges may, at the request of the teacher(s) involved, be extended for a second year. Voluntary transfers such as these must normally be requested in the academic year prior to such requested moves. Teachers who exchange under this provision will have the option of returning to their original position providing that position has not been eliminated. Such exchanges may not be used to avoid layoff.

ARTICLE XIII

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff and that the procedures set forth in this article shall be used in laying off personnel.

A. LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purposes of this article "seniority" is defined to mean the years of service an individual is continuously employed as a certified teacher within the school district. A seniority list will be published annually, by October 15.
3. For those part-time employees hired after July 1, 1983, and those current employees reduced to part-time after July 1, 1983, seniority credit and salary schedule advancement (including longevity) may only be earned in 1/2 year amounts with the minimum criteria for them being listed below:
 - a. A contracted teacher teaching a minimum of 4/6 of a student day for sixty (60) days in a semester will

receive 1/2 year of credit in computing seniority and for advancing on the salary schedule (including longevity).

- b. A contracted teacher teaching less than 4/6 of a student day must work sixty (60) days in both semesters to receive 1/2 year of credit in computing seniority and for advancing on the salary schedule (including longevity).
4. A teacher, who is laid off pursuant to this article, has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with the least seniority.
5. For purposes of this Article, qualifications shall be defined as having the appropriate state certification. It is expressly recognized that in special classes (i.e. Perceptual Education, Computer Science, etc.,) the Board retains the sole discretion to adopt qualification criteria.
6. Seniority shall continue to accumulate when bargaining unit members are on sabbatical, military, study, parental (maternity) health, or Association leave. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff and continue to accrue seniority during that period.
7. Seniority shall be frozen for bargaining unit members who accept an administrative job with the district and for those members on unpaid leaves of absence.

B. RECALL PROCEDURE

Recall of teachers shall be in the order of seniority, i.e., those with the most seniority will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he is being assigned.

C. INDIVIDUAL CONTRACT

The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

- D. Changes in certification after the employee's effective date of layoff shall not entitle an employee to bump back into the district; changes in certification will be considered in recall.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher;
 2. The placing of a non-tenure teacher on a third year of probation;
 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
 4. Any matter involving the content of an employee evaluation;
 5. Any matter for which there is procedural remedy under state/federal law shall be exempt from the grievance procedure except that the individual shall have access to the grievance procedure for reprimand and discipline short of dismissal. Dismissal shall be subject to the tenure laws.
- B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session. As long as a grievance is filed during the school year and within the duration of this contract, a grievance not settled by the last teacher work day may be extended into the administrative work days of the following week(s) within the time limits specified herein.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - A teacher alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is reached within three (3) days of the discussion, the teacher shall reduce the grievance to writing and submit it to the principal within five (5) days. The principal shall respond to the written grievance within five (5) days in writing. Within five (5) days of the receipt of the principal's disposition, the grievance may be submitted to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
 - d. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 - e. He shall have no power to interpret state or federal law.
 - f. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.

- g. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. The fees and expenses of the arbitrator shall be paid by the loser of the arbitration. In the event no loser can be determined, fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.
- G. Should a grievance not be instituted within the time limits specified, the grievance will not be processed. Failure to appeal a decision within the limits specified, or leaving the employment of the Board, (except a claim involving a remedy directly benefiting the grievance regardless of his employment), shall bar all further proceedings on a previously instituted grievance.
- H. The Association shall have no right to initiate a grievance involving the individual rights of a teacher without his or her express approval.
- A grievance which concerns a group of teachers may be filed by the Association as a group grievance on behalf of the affected teachers. In such instance the grievance will be signed by the Association as the grievant.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the

parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

ARTICLE XV

SUBSTITUTE TEACHERS

- A. The administration will formulate a list of qualified substitute teachers according to areas of instruction. The teacher shall advise the administration of his/her impending or anticipated absence the preceding day, where possible. In cases where one day's notice is not possible, teachers shall notify the building principal between 6:15 A.M. and 6:30 A.M.
- B. The administration shall try to secure temporary substitutes to cover class periods. Under no circumstances will classes be doubled because of a lack of a substitute without the consent of the affected teacher. Teachers agreeing to substitute shall receive \$10.00 per class period taught.

ARTICLE XVI

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 any way encourage or sanction any strike or any group action which shall interrupt or interfere with the operation of school.

ARTICLE XVII

NEW HIRES

Teachers coming into the system with previous teaching experience may be placed at the appropriate step on the salary schedule at the discretion of the Board.

ARTICLE XVIII

SEVERABILITY

- A. If any provisions of the agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- B. At such time as any provision of this Agreement shall be found contrary to law, the parties shall meet to discuss resolution of such conflict.

ARTICLE XIX

TERMINATION PAY

- A. A teacher who has acquired a minimum of fifteen (15) years of fully certified teaching service in the Breckenridge School District, including approved leaves, and is eligible to receive retirement benefits from MPSERS may at his/her option terminate employment and receive a monetary stipend, providing that notice is given to the Board by May 1 of the year in which they plan to retire.
- B. For bargaining unit members who terminate their employment pursuant to this article, the employer agrees to provide a one-time payment equal to seventy-five dollars (\$75) for each unused sick day that the employee has to his/her credit or two hundred fifty dollars (\$250) for each year taught in the Breckenridge Community Schools, whichever is greater.
- C. Any employee that qualifies for Termination Pay under Section A of this Article will be guaranteed at least \$5,000 providing that they give notice of retirement prior to May 1 of the year in which they plan to retire.
- D. Payments made under this article shall be made to the said employees no later than the first payroll pay date of the following school year.
- E. To receive termination pay, the employee must notify the Board of their intent to retire by May 1 unless extenuating circumstances change the status of the employee. In that case the Superintendent and the Association will have to mutually agree that a change in status has actually happened.

ARTICLE XX

RETIREMENT AGREEMENT

1. To be eligible for participation in this program, a teacher must satisfy all of the following requirements:
 - A. Completion of fifteen (15) years of teaching service in the Breckenridge Community Schools (excluding periods of layoff and unpaid leave).
 - B. The teacher must be employed with the district and on active duty as of the date of submission of resignation and until his/her retirement.
 - C. The teacher must submit a written and irrevocable resignation (to be effective July 1 of the current year) to the district not later than May 1 of the same year.
 - D. The teacher must be eligible to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). The teacher shall provide documentation as required by the administration to confirm retirement eligibility including, at a minimum, confirmation of the teacher's age, number of years of employment in qualifying public service, enrollment in either "MIP" or "Basic" retirement program, and eligibility for purchase of "generic" credit years. Verification shall be direct from MPSERS to the school district, unless specifically authorized by the Superintendent of Schools and must be received by May 1 of the current year. If MPSERS eligibility cannot be documented to the satisfaction of the Superintendent by (and as of) June 30th, the teacher shall not be eligible for the Supplemental Retirement Stipend, his/her resignation letter shall be deemed void, and he/she shall be considered to remain actively employed by the Breckenridge Community Schools.
 - E. The teacher must sign the "Waiver and Release" form and Letter of Resignation form letter in the contract addendum.
 - F. All teachers shall be deemed to be on notice of the following:
 - (i) Any teacher considering participation in this Supplemental Retirement Stipend program is expressly advised and encouraged to consult with an attorney before signing the documents required for participation in this program.
 - (ii) Any teacher who executes the documents required herein for participation in this Supplemental Retirement Stipend program shall be permitted to revoke said documents and withdraw from participation in the program

by submitting a signed and dated written notice to such effect which must be received by the district within seven (7) calendar days of the date on which the documents were originally signed.

(iii) A list is available on request from the office of the Superintendent of Schools of the ages of the teachers known to satisfy the eligibility requirements of Section 1.A. and the ages of those teachers who do not satisfy the requirement. The district is unable to provide similar information as to the eligibility requirement of Section 1.D. because it does not possess the relevant data.

2. A teacher who satisfies the requirements set forth above to receive the Supplemental Retirement Stipend shall be granted by the Board cash payments according to the following schedule:

<u>Years of Service</u>	<u>Payment</u>
26-30	4 years
31	3 years
32	2 years
33	1 year

The cash payments will be made in four (4) equal installments, with the first payment made no earlier than July 1, 1995(1996), and no later than June 30, 1996(1997), and the three subsequent payments made no later than June 30 of the subsequent years.

Retiring teachers qualifying for the above-described cash payments will be issued a check in the above-described amount, less any FICA, federal, or state income tax, or other deductions required by law or contract.

The creation of this opportunity to receive a Supplemental Retirement Stipend is intended by the parties to act as an additional benefit and consideration for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.13401, et seq. In the event that this retirement stipend is found to be contrary to law during the term of its existence, this Agreement shall be immediately cancelled, and the parties shall meet to negotiate for a successor provision. Teachers who have previously elected to receive the stipend shall continue to be covered by these provisions to the extent permitted by law.

3. A teacher retiring under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Breckenridge Community Schools.

4. The cash payments will be made to the estate of the retiring teacher in the event of that teacher's death subsequent to receiving all payments to which he/she is entitled.

ARTICLE XXI

ITV

- A. For the purpose of the pilot ITV project, no member of the BEA may be laid off nor may there be any reduction in the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of this pilot project.
- B. At the originating site, the interactive TV teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites. Teachers who are presenting ITV courses shall not be responsible for the behavior or discipline of students at remote sites.
- C. Assignments to ITV classes shall be made on a voluntary basis.
- D. Total class size, including students at the originating site and those at remote sites, shall not exceed thirty (30) students per teacher, per class hour.

ARTICLE XXII

INSURANCE

- A. The coverages listed in this article are subject to the rules and regulations of the insurance carriers.
- B. The Board will provide the full 12-month premium for insurance coverage for all full-time employees in the following ways:

Plan A: The Board will pay the full current cost associated with the Breckenridge Pak Plan, through MESSA, which was in effect in 1989-90, for the 1995-96 school year.

In the 1996-97 school year, the Board will pay the full coverage of the Breckenridge MESSA Pak up to a 5% increase. Any increase in excess of 5% will be shared equally by employee and the Board. In the event of an insurance rate increase in excess of 10%, the BEA shall have the right to open the contract in the area of health coverage.

Plan B: Those employees not desiring Plan A may take advantage of MESSA insurance options and the annuity option, not to exceed \$154.50 (\$159.00--1996-97).

Employees assigned to less than full-time shall be allowed to form their own pak group and prorate their benefits according to the money available to them on the prorated premium paid by the Board.

C. The Breckenridge Pak Plan is defined as the following:

Plan A: SuperCare I	Life - \$20,000
Vision - VSP-2	LTD - 60%
Dental - 75-60-75	

Plan B to be determined at a meeting of Plan B people at the start of each school year.

D. Bargaining unit members who are assigned half-time teaching status will form a group defined as Plan C. The Board will pay the premiums so that this group will be provided with MESSA vision plan VSP-2, 50/50 MESSA dental plan, and an annuity. This plan shall have a cap of \$72.00 (\$74.00--1996-97). The amount of the annuity will be equal to the remainder of the \$72.00 (74.00--1996-97) after the cost of the two MESSA policies is subtracted.

SALARY SCHEDULE
BRECKENRIDGE COMMUNITY SCHOOLS

Step	1995-96				1996-97			
	BA	BA+18	MA	MA+18	BA	BA+18	MA	MA+18
0	26,377	26,495	27,669	29,167	27,169	27,290	28,499	30,042
1	26,696	27,937	29,173	30,340	27,496	28,775	30,048	31,250
2	28,091	29,381	30,676	31,904	28,934	30,262	31,597	32,861
3	29,492	30,825	32,179	33,466	30,377	31,750	33,145	34,470
4	30,888	32,266	33,684	35,030	31,814	33,234	34,695	36,081
5	32,288	33,710	35,185	36,593	33,257	34,721	36,240	37,691
6	33,686	35,155	36,689	38,155	34,697	36,210	37,789	39,300
7	35,084	36,598	38,192	39,719	36,136	37,696	39,338	40,910
8	36,482	38,040	39,694	41,282	37,576	39,181	40,885	42,521
9	37,881	39,486	41,195	42,844	39,018	40,671	42,431	44,129
10	39,277	40,926	42,699	44,408	40,455	42,154	43,980	45,741
11	40,677	42,371	44,203	45,973	41,897	43,642	45,530	47,352
15**	42,692	44,458	46,380	48,236	43,973	45,792	47,771	49,683
19	44,114	45,924	47,901	49,817	45,437	47,301	49,338	51,311
23	45,529	47,387	49,427	51,405	46,895	48,809	50,909	52,947
27	46,946	48,852	50,952	52,989	48,355	50,317	52,481	54,579

**Longevity will be based on years of service as a certified teacher in the Breckenridge Community Schools, including those years of prior experience granted by the Board. Longevity will take effect after completion of 15 years of experience and at the start of the teacher's 16th year of experience. An employee may advance only one (1) longevity step per year.

*Current BEA members with less than 18 hours and already on the BA+15 track will remain on that track.

All teachers who have earned 15 hours beyond their MA by the ratification date of the 1992-93 contract and have notified the Superintendent will be placed on the MA+18 rail.

The term MA+18 requires an additional 18 semester hours of graduate level course work in the field of teaching responsibility. Only hours completed after the MA has been earned will be counted for placement.

SUPPLEMENTARY SALARY REGULATIONS

- A. Teachers will be given first consideration in filling supplemental positions.
- B. Individuals shall not attain tenure in supplemental positions.
- C. Due to unusual circumstances, items may be changed in the supplemental salary schedule by mutual agreement between the Association and the Board.
- D. If certain positions can be combined so that two jobs can be supervised by one coach, then the combined job shall be paid at a rate equal to the higher percentage plus one-half of the lower percentage. Example: the boys' and girls' varsity track teams are coached by one coach; then the rate shall be 12% (8% plus one-half of the second job = 4%).
- E. The percentage amount on the Supplementary Salary Schedule shall be computed on the years of experience in the activity, including those at other schools, and shall advance to a maximum of Step 7 of the Salary Schedule on the BA rail.
- F. The Athletic Director will be responsible for evaluating all coaches. The head coach will work in conjunction with the Athletic Director in evaluating those who coach in the same sport at a lower level.
- G. Coaches who receive an unfavorable evaluation will be frozen at their current salary for a maximum of one (1) year. No coach will be frozen more than once in their coaching career.

The determination for freezing any coach will be made by the administrator in charge after reviewing the individual's evaluation. Any coach who has been frozen at his/her salary will advance only one step based upon the next year's evaluation.

- H. Athletic positions on the supplementary salary schedule are to be filled on a voluntary basis.

SUPPLEMENTARY SALARY SCHEDULE B
(Athletics)

Football		Softball	
Varsity....10%		Varsity.... 8%	
Asst. Var.. 8%		JV..... 6%	
Head JV.... 8%			
Asst. JV... 6%		Baseball	
9th Head... 6%		Varsity.... 8%	
9th Asst... 5%		JV..... 6%	
Basketball		Track	
Varsity....10%		Boys Var... 8%	
JV..... 8%		Girls Var.. 8%	
9th..... 6%		(combined..12%)	
7th/8th.... 4.5%		Asst..... 6%	
		7th/8th boys... 4.5%	
Golf..... 6%		7th/8th girls.. 4.5%	
Wrestling		Volleyball	
Varsity.... 9%		Varsity.... 9%	
JV..... 6%		JV..... 6%	
		7th..... 4.5%	
Cross Country		8th..... 4.5%	
Varsity.... 8%		9th..... 5%	
Jr. High... 4.5%			
(combined 10.25%)			
Cheerleading.... 4.5% per season			
Pom Pon..... 4.5%			

SUPPLEMENTARY SALARY SCHEDULE C
(Activities)

		<u>95-96</u>	<u>96-97</u>
*Band (Junior & Senior)	9%		
*Choir (Junior & Senior)	9%		
*Summer Band Camp	2%		
Flag Girl Advisor	3%		
FHA	2%		
Drama or Musical Director (per play)	2%		
Drama Club	1%		
*Journalism	5%		
Class Advisors			
Senior	1.5%		
Junior	1.5%		
Sophomore	1%		
Freshman	1%		
Jr High Advisor	1%		
Playground Cadets	2%		
Safety Patrol	2%		
BPA	2%		
*FFA	25%		
Fifth Grade Camp	Per day	\$53.00	\$55.00
Camp Coordinator	1%		
Quiz Bowl Advisor	1%		
Club Advisors			mcc
Spanish	1%		
Art Director for Plays (per play)	1%		
Varsity Club	1%		
Student Council Advisor	4%		
Junior High Student Council	2%		
National Honor Society	1%		
CSAA Activity or Other Adminis- tratively Approved Activities	1%		
Odyssey of Mind Coordinator	1%		
Lunchroom Supervisor (Administratively Approved)	Per day	\$9.00	\$9.30
MEAP Coordinator	2%		
GT Coordinator	2%		
Odyssey of Mind Coaches	Per team	\$265.00	\$273.00
Drivers' Education	Per hour	\$15.10	\$15.55

- A. Positions on the activities schedule are to be filled on a voluntary basis except those positions which are identified by asterisks.
- B. The amount listed for FFA is for a full-time summer work and may be prorated to reflect time worked.

- C. Supplementary Salary Regulations apply to Schedule C with the exception of D, F, and G.
- D. Teachers who are paid under Schedule C may qualify for an additional 1% bonus on their pay for the activity. Those teachers who have performed their duties above and beyond what is expected may apply in writing for this bonus from their immediate supervisor.
- E. Hourly, daily, and team rates on schedule C shall be increased by the amount of increase on the Master Salary Schedule negotiated for that year.

BRECKENRIDGE COMMUNITY SCHOOLS
1995-96 SCHOOL CALENDAR

Month	Week	First Semester	Student Days	Teacher Days
August	23	Teachers Only		1
Aug.-Sept.	28-1	Aug. 28, Teachers Only Aug. 29, Half Day A.M.	4	5
Sept.	4-8	Sept. 4, Labor Day.	4	4
Sept.	11-15		5	5
Sept.	18-22		5	5
Sept.	25-29		5	5
Oct.	2-6	Oct. 2, Teacher Workday	4	5
Oct.	9-13		5	5
Oct.	16-20		5	5
Oct.	23-27	Oct. 25-26, Parent-Tr Conf.	5	5
Oct.-Nov.	30-3		5	5
Nov.	6-10		5	5
Nov.	13-17		5	5
Nov.	20-24	Nov. 23-24, Thanksgiving	3	3
Nov.-Dec.	27-1		5	5
Dec.	4-8		5	5
Dec.	11-15		5	5
Dec.	18-22	Dec. 21-Jan. 1, Xmas Break	3	3
Jan.	2-5		4	4
Jan.	8-12		5	5
Jan.	15-19	End of First Semester	5 (92)	5 (95)
Jan.	22-26	<u>Second Semester</u>	5	5
Jan.-Feb.	29-2		5	5
Feb.	5-9		5	5
Feb.	12-16		5	5
Feb.	19-23	Feb. 19, No. School	4	4
Feb.-March	26-1		5	5
March	4-8		5	5
March	11-15		5	5
March	18-22		5	5
March	25-29	March 28, Parent-Teacher Conf.	5	5
April	1-5	Spring Break (Good Friday)	0	0
April	8-12		5	5
April	15-19		5	5
April	22-26	(Built-In Snow Day April 26)	4	4
April-May	29-3	April 29, Teacher Workday	4	5
May	6-10		5	5
May	13-17		5	5
May	20-24	(Built-In Snow Day May 24)	4	4
May-June	27-1	May 27, Memorial Day	4	4
June	3-6	June 6, Teachers Only	3 (88)	4 (90)
			180	185

The teacher/building workdays are tentatively scheduled as listed. Any changes of dates that must be made on these days, due to changes in state testing schedules or other unforeseen circumstances, will be mutually agreed upon by the Board and the Association.

- A. Half-day dismissal times will be 11:15 a.m. elementary and 11:25 a.m. secondary unless mutually agreed upon by the BEA and the administration.
- B. Teachers shall not be required to stay at school on the final teacher workday once they have been checked out by their immediate supervisor. Check out for teachers on the final workday shall start at 9:00 a.m.
- C. For any year in which the calendar must be extended so that the last student day falls on a Friday, teachers will be allowed to check out on that last student half day.
- D. The calendar for the 1996-97 school year shall be mutually agreed upon by the Association and the Board by May 10, 1996.

ADDENDUM A

TO: Breckenridge Community Schools
515 Summit Street
Breckenridge, MI 48615

Dear Board Members:

Please be advised that I am hereby submitting my resignation and retirement from employment in any capacity with the Breckenridge Community Schools effective July 1, 199__, in accordance with the terms of the "Supplemental Retirement Stipend" program as described in the attached "Letter of Agreement" between the Board of Education of Breckenridge Community Schools and the Breckenridge Education Association.

It is my intent that upon acceptance and compliance with the above-referenced Supplemental Retirement Stipend "Letter of Agreement," this resignation will constitute a permanent termination of my employment and of all obligations of the Breckenridge Community Schools to re-employ me in any capacity. Provided, however, that pursuant to Section 2.D. of said "Letter of Agreement," this Letter of Resignation may be deemed void in the event that I cannot, or do not, provide documentation satisfactory to the Superintendent of Schools of my eligibility to receive benefits under the Michigan Public School Employees Retirement System. Provided, further, that I understand that pursuant to Section 2.G. of said "Letter of Agreement," I can revoke this Letter of Resignation within seven (7) days of the date upon which I executed (signed) this Letter of Resignation. I understand that after seven (7) days, this resignation becomes irrevocable.

Thank you for this opportunity.

Very truly yours,

Teacher

Date

ADDENDUM B

WAIVER AND RELEASE

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the "Letter of Agreement" between the Board of Education of Breckenridge Community Schools and the Breckenridge Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early.

I acknowledge that I have been advised by the Board of Education of the Breckenridge Community Schools to consult with an attorney before agreeing to participate in this early retirement incentive program.

It is my intent that this "Waiver and Release" shall not apply to rights or claims arising after the date of execution of the "Waiver and Release."

I understand that I may revoke my agreement to participation in this early retirement incentive plan at any time within up to seven (7) days after the date on which I executed (signed) this "Waiver and Release" and the accompanying "Letter of Resignation and Retirement."

Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release Breckenridge Community Schools, its Board of Education, and its employees from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act or the Elliott-Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age) which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

Dated: _____

Acknowledged by:

Teacher

Breckenridge Community
Schools Representative

Breckenridge Education
Association Representative

Duration

This is the entire agreement between both parties. Neither party shall be obligated to negotiate any matters not covered in this agreement except upon written request of either party and consent of the other.

This contract shall be in full force and effect until June 30, 1997. Upon written notification at a reasonable time prior to April 15, 1997, either party may open negotiations; otherwise, this contract remains in force from year to year.

ASSOCIATION:

David Briggs
Jon W. Busch
Sunday L. Ostrander
David H. Justin
Dennis R. Hager
Superintendent

BOARD:

Karen L. Giles
Arlene M. Varner
Raym. H. Piers
Jacque Buchanan
6-12-95
Date

DISTRICT **MISSION STATEMENT**

The Breckenridge Community Schools provide students a positive learning environment, recognize individual differences, and promote self-esteem by setting realistic goals. In cooperation with the community, we will strive for excellence.

