MASTER AGREEMENT

BETWEEN

THE BRECKENRIDGE SUPPORT PERSONNEL ASSOCIATION

and

THE BRECKENRIDGE BOARD OF EDUCATION

This Agreement shall be effective as of July 1, 2026,
and shall continue in effect through June 30, 2028.

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ARTICLE 1 - AGREEMENT

This Agreement is entered by and between the Breckenridge Community Schools Board of Education in Breckenridge, Michigan, hereinafter called the "Board", and the Breckenridge Support Personnel Association, a member of the Michigan Education Association, hereinafter called the "Association."

ARTICLE 2 - RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: All regular full-time and part-time personnel employed or to be employed by the Board and who are included in the following three (3) separate classifications:

    1. Special Education Paraeducators, Media Assistants, Title 1 Paraeducators, Instructional Paraeducators, Behavioral Interventionists, Paraprofessional/Building Subs;
    2. Custodians, Maintenance;
    3. Cooks

    Such representation shall cover all personnel assigned to newly-created bargaining unit positions which are not principally supervisory and administrative, subject to the terms and conditions of this contract.

B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members."
C. The Board agrees not to negotiate with or recognize other than the Association for the duration of this Agreement.

ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY

The Board agrees that no bargaining unit member will be discriminated against on the basis of race, sex, creed, color, national origin, age, marital status, or membership in, or association with the activities of the Association, in hiring and firing or any other terms, conditions, and privileges of employment.

ARTICLE 4 - JOINT BOARD AND ASSOCIATION MEETINGS

A. Both parties recognize the value of sharing, discussing, and providing opportunities for discussion of common concerns. Therefore, representatives of the Administration and the Association shall meet as necessary for the purpose of discussing grievances, Board policies and practices with regard to this Agreement. Scheduled meetings may be canceled by mutual consent.
B. If The District requests a meeting during the school day, there shall be no loss of wages for bargaining unit members to attend such meetings.

ARTICLE 5 - MAINTENANCE OF STANDARDS

A. This Agreement shall not be interpreted or applied to deprive bargaining unit members of conditions of employment heretofore enjoyed, unless expressly stated herein.
B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement, at the expense of bargaining unit members. Daily or short-term substitutes, 90 days or less, will be exempt.

ARTICLE 6 - ASSOCIATION ACTIVITIES

A. Within 30 calendar days of employment, the Association President shall be notified of new bargaining unit members hired, including the member's name, phone number, classification, starting wage-including step placed on, building assignment, and years of relevant work experience given.
B. The Association and its representatives shall have the right to use school buildings and facilities without charge for meetings during times when the building is covered by the operating staff. Arrangements shall be made in advance with the building principal.
C. The Association and its representatives shall be permitted to transact official Association business on school property at all reasonable times, provided that it shall not interfere with or interrupt normal school operations. Arrangements shall be made in advance with the building principals.
D. The Association shall have the right to use school equipment, such as computers, copy machines, telephones, FAX machines, and A.V. equipment, etc., when such equipment is not otherwise in use. Arrangements shall be made in advance with the building principals.
E. The Association shall have the right to post notices of Association business on bulletin boards and in the employees' lounge.
F. The Association may use the interschool mail service for communications.
G. The Association shall have the right to distribute Association material to other bargaining unit members so long as such distribution does not interfere with the normal operation of the school.
H. The Board shall provide the Association with any public documents and other available information concerning the financial resources of the district including, but not limited to, tentative budgetary requirements and allocations, which will assist the Association in developing intelligent, accurate, informed, and constructive bargaining proposals and programs, together with any other available information that may be necessary for the Association to process grievances under this Agreement.

    1. The Board shall furnish the Association, upon request, information concerning the financial resources of the district.

I. The Association shall have six (6) days annually for use by the Association to conduct Association business. This time may be used in full day or half day blocks. With the approval of the immediate supervisor, this time may be used in hourly increments. These arrangements are to be made by the President of the Association at least two (2) days in advance; any use of Association time must be documented by the Association President in writing to the Superintendent. Association approved use of such hours shall not result in loss of pay.
J. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
B. The Association shall designate representatives 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 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 reduction shall not extend the limitations hereinafter set forth.

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

If no resolution is reached within **three (3) days** of the discussion, the bargaining unit member 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 representatives, 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 the 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 bargaining unit member and/or his Association representatives 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 bargaining unit members 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/she 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/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
    b. He/she shall have no power to establish salary scales or to change any salary.
    c. He/she 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/she 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/she shall have no power to decide grievances alleging a violation of state or federal law.
    f. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
    g. 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.
    h. 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.
    i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence 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/her 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 bargaining unit member without his or her express approval. A grievance which concerns a group of bargaining unit members may be filed by the Association as a group grievance on behalf of the affected bargaining unit members. In such instances 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 bargaining unit member 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.

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

ARTICLE 8 - HOURS OF WORK

A. **Work Day and Work Year**

The regular work day and work year for each bargaining unit position shall be as defined on the position's job description. Any changes in the work day or work year, except for extended contracts (Section F) shall be mutually agreed upon by the Board and the Association. Any hours worked beyond the bargaining unit member's regular work day or work year shall be compensated at the bargaining unit member's hourly rate or compensatory time as mutually agreed upon by the bargaining unit member and his/her supervisor.

The district shall provide a minimum of two (2) professional development days for all members. The district will notify members a minimum of five (5) days prior to professional development days/meetings if not on a regularly scheduled work day.

Twelve Month Employees:

Maintenance and Custodians – Eight (8) Hours per day

Paid Holidays – Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day, Good Friday, Memorial Day, July 4th. Weekend holiday dates will be decided by the Superintendent and union representation.

Paid Time Off (PTO) Days - 14 *previously recognized as sick/personal days

Vacation Days

After the completion of one (1) year of employment at Breckenridge Community Schools, Bargaining Unit Members will receive five (5) vacation days.

After the completion of two (2) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive ten (10) vacation days.

After the completion of four (4) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive twelve (12) vacation days.

After the completion of six (6) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive fourteen (14) vacation days.

After the completion of eight (8) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive fifteen (15) vacation days.

After the completion of ten (10) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive seventeen (17) vacation days.

After the completion of fifteen (15) years of employment at Breckenridge Community Schools, Bargaining Unit Members will receive twenty (20) vacation days.

School Year Employees:
**School year employees will be provided a schedule from their supervisor/principal: PTO, holiday, and weather days used will reflect this schedule.*

Paid Holidays – Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, New Years Eve, New Years Day, Good Friday, Memorial Day.
Paid Time Off (PTO) Days - 11 *Previously recognized as sick/personal days
Weather Days – 6

All bargaining unit members can bank up to 120 sick days. A full work day shall consist of the hours scheduled as provided by their supervisor/principal. Bargaining unit members' work schedule shall follow the building schedule as closely as possible during the school year. Work days beyond the student school year shall be scheduled by the bargaining unit member and his/her immediate supervisor. School year employees will only work a half day if the district calendar has a half day. A bargaining unit member's regular hour of work may be modified with the written approval of the building administrator.

B. **Part-time Positions**
Part-time positions may exist but shall be combined to make full-time positions when work schedules permit and if the bargaining unit member is qualified for the positions as determined by the Board. Part-time bargaining unit members are eligible for benefits such as insurance, sick days, and personal days at the pro-rated amount.

C. **Lunch and Break Time**
Lunch and break time shall be provided as follows:

1. Bargaining unit members working more than four (4) hours per day shall have a minimum half-hour duty-free lunch provided during the work day.

   On days when classroom field trips are scheduled, and bargaining unit members are with students, bargaining unit members will be paid for their lunch, and it will be considered a working lunch. A bargaining unit member shall be paid his/her regular wage for his/her regularly scheduled lunch period.
2. Bargaining unit members working four (4) hours or more per day shall be provided one (1) paid duty-free break of fifteen (15) minutes.

   Break schedules must be mutually agreed upon by bargaining unit members and building administrators.
   Twelve-month employees working eight (8) hours per day will receive two (2) fifteen-minute

duty-free breaks per day.

D. **Overtime/Extra Time**
Any authorized hours worked in excess of forty (40) hours in a week or any hours worked on Saturday or Sunday, shall be compensated at the rate of one and one-half (1½) times the regular hourly rate paid that individual according to the wage schedule in Appendix A. Any hours worked on a paid holiday shall be compensated at the rate of two (2) times the normal hourly rate paid to that individual according to Appendix A.

E. **Extended Contract**
Bargaining unit members who, due to the nature of their job work beyond their normal scheduled work year, shall be compensated for the additional work time at their regular hourly rate, unless there is an agreement that has different agreed upon wages**.** In the event an extended contract is for more than 37.5 hours, the bargaining unit member shall accrue two (2) hours of vacation time and sick leave time for every 37.5 hours worked. Such vacation time shall be taken at a time mutually agreed upon by the bargaining unit member and the immediate supervisor.

School-year bargaining unit members shall be eligible to apply for and perform supplemental work in departments other than their primary assignment during periods when they are not scheduled to work their regular positions (e.g., summer break). Examples of supplemental work include, but are not limited to: summer maintenance/custodial, summer food service program, and child care programs.

From time to time, short-term supplemental opportunities may arise outside of a member's primary assignment. Notification: Department supervisors will share these short-term opportunities with bargaining unit members via district email. Summer opportunities shall be posted internally by Central Office on an annual basis prior to the conclusion of the regular school year.

Selection Criteria: Selection for these short-term assignments will be determined by the supervisor based on the employee's availability, flexibility, and demonstrated skill(s)/certifications required for the work.
Bargaining unit members performing work under this Article shall be compensated at the Board-approved hourly rate for that specific job classification, or the member's regular hourly rate from their primary assignment, whichever is higher

If the summer food service program takes place, members will receive an additional payment of $150 per week at the end of the summer food program for each full week of service the member works. Employees must work all scheduled hours for that specific week to be eligible for the stipend. Employees will receive regular hourly compensation per BSPA contract.

F. **Work during Time School Is Not in Session**
Bargaining unit members requested by an administrator to work when school is not in session shall be compensated.

ARTICLE 9 - COMPENSATION

A. **Wages**
The hourly wage rates to be paid to bargaining unit members are shown in Appendix A, which is incorporated as part of this Agreement.

B. **Longevity Pay**
Bargaining unit members shall receive longevity pay for continuous and dependable service in bargaining unit positions based upon the longevity schedule in Appendix A.

a. A year of employment (for longevity purposes only) shall be defined as a year in which a

bargaining unit member works at least ninety-one (91) days in the Breckenridge Public Schools.

b. All bargaining unit members will receive advancement on the pay scale on the first day of the school year.

C. **Pay**

Bargaining unit members will receive pay every two (2) weeks based on hours reported on the time sheets. Bargaining unit members shall receive their wages via direct deposit to the financial institution of the member's choice. New hires shall have one pay period to notify the district of their choice of financial institution and to complete the necessary paperwork.

The Board shall deduct from the pay of each bargaining unit member from whom it received authorization to do so and make appropriate remittance for voluntary contributions, such as, but not limited to United Way, tax sheltered annuities, etc.

D. **Mileage**

Bargaining unit members required to use their personally owned vehicles for assigned duties shall be reimbursed at the School District mileage rate.

ARTICLE 10 - WORKLOAD AND ASSIGNMENTS

A. During the first year of employment, and upon request thereafter, all bargaining unit members shall receive job descriptions containing the following information: Job titles, minimum qualifications, person to whom the bargaining unit member is responsible, and a list of the responsibilities for the job. Job descriptions and work assignments shall be reviewed with each bargaining unit member by his/her immediate supervisor. Whenever work is assigned outside of his/her classification (as described in Article 2), the bargaining unit member has a right to refuse to perform such work.

B. The Board and Association shall collaborate on all proposed changes or modifications of said job description. Bargaining unit members shall receive copies of all changes in their respective job descriptions. The Association shall also furnish a copy of the above. By April 15, 2025, and every two years thereafter, the Board and Association shall review all job descriptions for the BSPA.

C. In the event a bargaining unit member substitutes for another member in his/her same classification, the bargaining unit member shall be paid his/her current wage. In the event a bargaining unit member substitutes for another member in a different classification, the substituting member will be paid on his/her current step in the different classification, if the job he/she is substituting for pays more per hour. All bargaining unit members' pay will be held harmless from being reduced, if they substitute for a position that pays less money per hour.

D. It is understood by both the Board and the Association that to comply with §388.1763 of the State School Act that personnel including Teacher Aides/Assistants, shall not assume the responsibilities of a certified Teacher**.** If a non-certified member is required to assume all the duties of a teacher for a period in excess of thirty (30) consecutive minutes, the Association member will receive compensation at the rate of $18.00 per hour, unless regular pay is greater**.** It is understood that this does not apply to a situation in which an Association member is assigned to instruct or supervise a student or group of students under the direct supervision of a teacher.

E. Bargaining unit members may be required to administer medication to students.

1. A bargaining unit member who is involved with the administration of any medications to students shall be sufficiently trained by the district in district policies and protocols related to medication administration and shall follow the instructions supplied by the medical provider in

administering medication. Except in an emergency situation, medications must be administered in the presence of another school employee.

2. A bargaining unit member who is assigned to a medically fragile student and is involved with the administration of non-oral medications to the assigned student shall be sufficiently trained by a qualified medical professional to administer such medication and shall follow the instructions supplied by the medical provider in administering medication. Except in an emergency situation, medications must be administered in the presence of another school employee.

ARTICLE 11 - SENIORITY

A. Seniority shall be defined as the length of continuous service within the bargaining unit. Seniority shall begin accruing on the bargaining unit member's first day of work in the bargaining unit. In the circumstances of more than one individual beginning employment in the bargaining unit on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. Separate seniority lists will be established for each of the classifications listed in Article 2, Section A.

   Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall begin accruing seniority in his/her new classification on his/her first day of work in the new classification.

   For purposes of Seniority and longevity only, start date will be determined by the date in which services began for Breckenridge Community Schools, including those services provided under assignment by a 3rd party provider.

B. Prior to November 1 of each year, the district shall electronically share a copy of the current seniority list. If there are any changes in the seniority list after it has been posted, a copy of the revised list shall be furnished within ten (10) calendar days from notification to the Association.

   The seniority list shall contain the following information:

   1. The name of each bargaining unit member.
   2. The bargaining unit member's first day of work in the bargaining unit.
   3. The bargaining unit member's first day of work in his/her current classification.
   4. The amount of seniority a bargaining unit member accrued in another classification within the bargaining unit.

C. A bargaining unit member shall lose seniority if he/she retires, resigns, fails to return from an approved leave or layoff, or is discharged for just causes.

D. Seniority shall continue to accumulate when bargaining unit members are on leaves of absence, or on layoff, as defined in this Agreement.

E. Probationary Period
   A probationary period shall be established for new hires as follows: new hires shall serve a ninety (90) calendar day probationary period.

   Probationary bargaining unit members shall have no right to grieve termination so long as it is not a violation of federal or state law. All other provisions of the collective bargaining Agreement are grievable.

   Upon successful completion of the probationary period, seniority reverts to date of hire.

ARTICLE 12 - STAFFING, LAYOFF, AND RECALL PROCEDURES

A. Reductions in Staffing

1. When a layoff or displacement in a classification becomes necessary, the Association and affected individuals shall be notified in advance and the procedures prescribed below shall be followed. Probationary bargaining unit members within each classification shall be laid off before non-probationary members.
    a. When a bargaining unit member is displaced from all or part of his/her position in a classification, the member on the basis of seniority shall have the right to claim an open position or a position of fewer, equal, or greater hours and/or days held by the least senior of the group of members with that number of hours and/or days. If an open position exists, it shall be considered the "least senior" of all the positions with the same number of hours/days.

        In the event that a layoff is imminent, a displaced bargaining unit member may accept layoff status to preclude the layoff of another lesser senior bargaining unit member in the same classification.

        In order to claim any position, the bargaining unit member must possess the skills and qualifications stated in the job description for that position. Administration will review the bargaining unit member's skills and qualifications to make a final decision.
    b. When the only option is to take a position of fewer days/hours, the bargaining unit member shall retain the right to claim the first available position, for which he/she is qualified, with the same or greater number of days/hours worked prior to the reduction/layoff. This right shall exist for one (1) full year from the date of their deduction/layoff.

        If the member refuses the first available position of same or greater hours/days, he/she forfeits any right to claim future positions with the same or greater number of days/hours worked prior to the reduction/layoff. However, the member has the right to apply for any open position.
    c. When a bargaining unit member has an option to apply for an available position of the same or greater hours/days, but chooses a reduced position, the bargaining unit member forfeits any right to claim the higher number of hours/days for future positions until the member applies for and is granted an open position.
    d. In the event that a bargaining unit member provides a letter of interest for his/her classification, the member will be assigned to a comparable (if available) position that will cause the least disruption. However, if the member sends a written proxy stating the member's first, second and third choices, the member will be assigned to the requested position if it is available under the provisions of this article. The proxy may be sent with another Association member or the Superintendent.

B. LAYOFF

1. Layoff is defined as a reduction in the number of hours/days assigned to a bargaining unit position or the elimination of a bargaining unit position.
2. Once the staffing process in section A above has been completed, bargaining unit members to be laid off will receive written notice of the layoff at least fifteen work days in advance. A copy of the layoff notice shall be sent to the Association at the same time.

C. RECALL

1. When a position is reinstated, created, increased in hours/days or if a vacancy occurs, bargaining unit members will be recalled according to seniority in their classification regardless of the number

of hours/days held prior to layoff. However, a bargaining unit member may refuse a position which offers fewer hours/days without loss of recall rights for one (1) full year from the date of layoff.

2. Notification of recall shall be in writing and the responsibility of the Superintendent. Each bargaining unit member is responsible for keeping the Central Office informed of his/her current address. Verification of receipt of recall by the laid off bargaining unit member must be obtained by the Administration and the bargaining unit member shall have five (5) work days beyond verification to notify the Central Office of intent to return.
3. A bargaining unit member who accepts recall to a classification other than the classification held when laid off shall have the right to fill the first vacancy in his/her former classification provided the bargaining unit member is qualified for the position. A bargaining unit member retains this right for a period of one (1) full year from the date of layoff.

ARTICLE 13 - VACANCIES AND TRANSFERS

A. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence for ninety-one (91) work days or less.
2. A temporary vacancy of ninety-one (91) work days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.
3. A vacancy of more than ninety-one (91) work days shall be filled in accordance with the procedure set forth in this article.
4. In the event a temporary vacancy is initially scheduled to be for a period of time less than ninety-one (91) work days and is later found that it will be more than ninety-one (91) work days, the vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than ninety-one (91) work days.
5. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be re-posted for the following school year if it continues to be vacant.
6. A bargaining unit member who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.
7. A person filling a temporary vacancy of ninety-one (91) consecutive work days or less shall not be considered a member of the bargaining unit. Beginning on the first work day beyond ninety- one (91) consecutive work days of employment, the temporary employee shall be considered a member of the bargaining unit and shall receive all rights and benefits of the contract.
8. Except in the case of a reduction in the number of positions in a building, Special Education Paraeducators within a school building may be transferred from one position in a building to another without invoking the layoff and recall provisions of the Master Agreement during a school year. Such transfers after the first of October in the school year will be deemed temporary assignments for the balance of the school year and the Special Education Paraprofessional may explore other open positions at the end of the school year.

B. Definition of Vacancy

1. A vacancy shall be defined as a position previously held by a bargaining unit member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted unless the vacancy is being filled by recalling a member from layoff.
2. Whenever a vacancy occurs that is not being filled by recall of a laid off bargaining unit member, the Board shall notify the Association prior to posting. Notice of such vacancy shall be posted in all buildings in a conspicuous place. A copy of the vacancy shall be emailed to any laid off bargaining

unit members. Summer postings will be sent by email to all Association members.

3. The posting shall include the required qualifications stated in the job description. Posted positions shall be filled within a timely manner of the application deadline date. If the position is not filled, the Association shall be notified and, if the vacancy continues to exist, it shall be reposted.
4. Requests for transfers shall be made in writing as per the instruction on the job posting. Bargaining unit members who apply for vacant positions, if qualified, shall be granted an opportunity to interview and shall be given first consideration if qualified for the position as stated in the job description. The interview process does not guarantee the bargaining unit member is awarded the position.
5. Bargaining unit members transferring from one position to another shall move to the same step or higher on the wage scale in the new position. When transferring within the same classification, all seniority and benefits previously enjoyed shall be retained with the exception of 12 month bargaining unit members transferring to a school year position. Those members shall lose the ability to accrue benefits intended only for 12 month employees, but will be allowed to use accrued vacation days or receive pay for such time at the rate at which they were earned.
6. A voluntary internal exchange of two bargaining unit members within the same classification shall be permitted if the two individuals and their immediate supervisors mutually agree to such exchange. If an individual bargaining unit member has been subjected to personal pressure or intimidation in order to agree to such exchange, that exchange will not take place. If personal pressure or intimidation has taken place, it must be reported to the superintendent.

ARTICLE 14 - LEAVES OF ABSENCE

A. Paid Time Off (PTO) Allotment and Use

1. Members shall be entitled to Paid Time Off (PTO) days per school year, to be granted at the beginning of each year on July 1 (PTO days granted are outlined in Article 8). PTO is intended to provide employees flexibility in managing personal, medical, and other necessary absences. Members are encouraged to use PTO responsibly. PTO may be used at the member's discretion; however, any planned or anticipated use of three (3) or more consecutive PTO days must receive prior approval from administration. PTO requests should be submitted as early as possible, and no later than one (1) workday prior to the absence unless due to an emergency or unforeseen circumstance. PTO taken on days extending breaks must be pre approved by administration. Excessive use or misuse of PTO days are subject to disciplinary action per Article 18. To address partial year employment, allocation of PTO shall be determined as one day per month. Use of PTO in excess of this allocation method may be recouped by the district upon departure for any reason. PTO is granted and may be used in accordance with ESTA law and will be recorded as such. Each regular full-time and part-time employee covered by this Agreement shall, upon the completion of his/her probationary period, be entitled to all rights covered under the Earned Sick Time Act (ESTA). A bargaining unit member may use all of any portion of his/her earned sick leave for personal illness, personal injury, or physical disability, including maternity related disability, or any reason allowed under the Earned Sick Time Act (ESTA).
2. PTO days must be used during the school year in which they are issued. Unused PTO days shall not accumulate from year to year. At the end of the school year, any unused PTO days will be transferred into the member's Sick Leave Bank. PTO days must be fully exhausted prior to the use of Sick Leave Bank days, unless an FMLA qualifying situation occurs.
3. Sick Leave Bank Converted PTO days and any existing accumulated sick leave shall be maintained in a Sick Leave Bank. The Sick Leave Bank may be used only in the following circumstances: personal illness or injury, medical appointments that cannot reasonably be scheduled outside of work hours, qualifying

family or personal medical leave under FMLA. Members may be required to provide appropriate medical documentation for absences utilizing the Sick Leave Bank. Unused days in the Sick Leave Bank shall accumulate up to a maximum of one hundred twenty (120) days.

4. 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 prorated 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.
5. The Board recognizes the right of employees to take unpaid leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the regulations thereunder.
6. PTO and/or sick days may be used by members in the event of family illness. Sick days must be used in half (0.5) and full day increments.
7. Members shall be allowed to use PTO and/or sick days, for any family member as defined by law within the guidelines of FMLA.

B. Bereavement Leave

1. A leave of absence for five (5) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of death of a spouse/domestic partner, child, son/daughter-in-law, parent, step-parent, step-child, grandparent, step-grandparent, sibling, step-sibling, sibling-in-law, or step-sibling-in-law. Additional days may be granted with the approval of the Superintendent.
2. A leave of absence for up to two (2) days, not to be charged against sick leave, will be granted in case of death of other members of the immediate family. Other “Immediate Family” consists of niece, nephew, aunt, and uncle. Additional days may be granted with the approval of the Superintendent.
3. A leave of absence for up to one (1) day for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance. Additional days may be granted with the approval of the Superintendent.

C. Maternity Leave

The Board shall treat pregnancy and childbirth as they would treat any other personal illness or disability.

D. Childcare Leave

The Board recognizes the right of employees to take unpaid leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the regulations thereunder.

Bargaining unit members shall be allowed to use sick days for any family member as defined by law within the guidelines of FMLA.

E. Worker’s Compensation

A bargaining unit member who is absent as a result of injury or illness compensable under the Michigan Workers’ Compensation Law shall be allowed to use his/her accumulated sick leave/vacation/personal days for the difference between the allowance under the Worker’s Compensation Law and his/her regular salary. If a bargaining unit member chooses to use his/her sick leave/vacation/personal days, the sick leave/vacation/personal days shall be charged on a prorated basis. The bargaining unit member’s benefits, as provided for in this contract, shall continue until the bargaining unit member has exhausted all of his/her available sick leave/vacation/personal days. All paid leave days provided under this Article shall count as “days worked” for the accumulation of seniority, vacation time, and illness/disability time. In the event the bargaining unit member chooses not

to use his/her sick leave/vacation/personal days, he or she will be granted an unpaid leave of absence and shall receive the benefits provided by workers compensation only.

F. Jury Duty

A day of absence due to jury duty is an approved absence. If a member reports for jury duty and is dismissed prior to the end of his/her workday he/she shall report to work, provided the number of hours served on the jury duty day does not exceed his/her scheduled workday. A bargaining unit member who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Contact the Central Office for appropriate pay procedure.

G. Extended Leaves

1. Unpaid leaves of absence for periods not to exceed twelve months will be granted for all bargaining unit members in writing for:
   a. Extended illness beyond accumulated sick leave with doctor verification.
   b. Prolonged illness in the immediate family with doctor verification.
   c. Other reasons subject to the approval of the Superintendent.
2. Unpaid leave shall be defined as a leave during which the member receives no pay and no negotiated benefits except as required under the Family and Medical Leave Act (FMLA).
3. Should the member's illness extend beyond twelve months, the member may apply for additional leave time.

ARTICLE 15 - MEDICAL DISPUTE

In the event of a dispute involving any bargaining unit member's physical ability to perform the assigned job and the bargaining unit member is not satisfied with the determination of the designated physician of the Board, he/she may submit a report from a medical physician of his/her choosing and at his/her own expense. If the dispute still exists, the bargaining unit member and the Board shall agree upon a third physician to submit a report to the school district and the bargaining unit member. The decision of such a third physician will be binding on the parties. The expense of the third physician shall be paid for by the school district.

ARTICLE 16 - VACATION

A. Vacation days may be accumulated for a period of twelve (12) months beginning with the current July 1, at which time they must be used, or they shall be lost without compensation with the following exception: Vacation balances shall be reviewed as of July 1 annually. Any accumulation above an amount that could be earned over a period of 12 months will be lost without compensation except that, with administration approval, up to 10 vacation days that would have been lost due to this cap may be approved for use during the months of July and August of the same year.

B. Vacations will be granted at such times during the year as requested by the bargaining unit member.

ARTICLE 17 - UNSCHEDULED SCHOOL CLOSINGS

A. School Year Employee:

Special Education Paraeducators, Media Assistants, Paraeducators, Title One Paraeducators, Cooks, Cooks Assistants, Behavioral Interventionist, Paraprofessional/Building Subs**:**

On the first six (6) days of unscheduled school closings (such as, but not limited to, inclement weather, or severe weather), special education paraeducators, media assistants, paraeducators, behavioral interventionists, and Title/At-Risk paraeducators need not report and will be paid for those days. For

unscheduled closings beyond the first six these bargaining unit members need not report and will not be paid at the time they occur. On any student days made up at the end of the year, all bargaining unit members must report to work and will be paid. Members can use personal days on the make-up days, with approval, if they have something previously scheduled on those make-up days. Bargaining Unit Members may choose to use sick days/personal days to cover unscheduled days over six (6) days.

B. In the event the start of the school day is delayed due to inclement weather, an Act of God or an event that causes a delayed beginning of the students' day, a bargaining unit member will delay their arrival time by the amount of time the opening of school is delayed.

C. In the event of an early dismissal due to inclement weather or an Act of God, Bargaining Unit Members will remain in the building until buses have gone. Bargaining unit members not in a school building shall remain until directed to leave by their immediate supervisor.

D. Twelve-Month Employees: In the event of an Act of God day, a twelve-month employee shall be permitted to utilize accrued vacation or Paid Time Off (PTO), and the supervisor shall grant such request, provided the employee has a sufficient leave balance available at the time of the event.

ARTICLE 18 - DISCIPLINE

A. No bargaining unit member shall be disciplined, discharged, or reduced in rank or compensation without just cause. For purposes of this Agreement, "just cause" shall be conclusively established upon proof that the employee engaged in any of the following: violation of district policy, blatant insubordination, theft, or failure to meet documented performance standards following an agreed upon Individual Development Plan (IDP) for professional growth and improvement. Any and all evidence shall be brought forth by the District. The bargaining unit member shall be given the right to explain their alleged actions before any action is taken by the District.

B. The bargaining unit member shall be entitled to have an Association representative present at any meeting during which he/she believes that there may be discipline, and shall be notified in advance of the purpose of any such meeting. When a bargaining unit member requests Association representation, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

C. A system of corrective/progressive discipline will be applied, with the exception of six below, to all bargaining unit members consisting of the following minimum elements:
   1. Verbal warning with reasonable period of correction, by immediate supervisor.
   2. A written, signed notice specifying the alleged delinquency, indicating expected correction, and giving a reasonable period of correction, by immediate supervisor.
   3. Administrative leave with pay, pending investigation.
   4. Administrative leave without pay.
   5. Termination.
   6. When, in the judgment of the Superintendent, a severe situation warrants, the Superintendent may place a bargaining unit member on leave without pay for serious infractions or serious misconduct or for repeated offenses which have been brought to the attention of the bargaining unit member. The Superintendent shall file written charges and shall forward copies of the said charges to the suspended bargaining unit member and the president of the Association. The Association, on behalf of the suspended bargaining unit member, shall have forty-eight (48) hours beyond notification to appeal the suspension in writing to the Superintendent. The Superintendent will, within twenty-four (24) hours, schedule a hearing with the Association and said bargaining unit member on the suspension. At the end of the hearing, the Superintendent shall reach a

decision on the discipline. The Association, on behalf of the member, has the right to appeal the Superintendent's decision to arbitration as in Step 4 of the Grievance Procedure.

D. In the event of bargaining unit member suspension or discharge, the Board shall promptly notify, in writing, the bargaining unit member and the Association president of said action. The written notice shall contain the specific reasons for the suspension or discharge. Should the bargaining unit member and/or the Association consider the suspension and/or discharge a violation of this contract, it shall be submitted to the fourth step in the grievance procedure and proceed from there.

ARTICLE 19 - PERSONNEL RECORDS AND BARGAINING UNIT EVALUATION

A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review. The review shall be made in the office of the administrator responsible for the keeping of those files.

B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless he/she has had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material in question. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

C. After four years and upon written request of the bargaining unit member, written warnings or reprimands in a bargaining unit member's file may be reviewed. If no other incident has occurred since the written warning or reprimand was issued, the item may be removed.

D. All bargaining unit members shall be evaluated on the negotiated evaluation forms. Forms are included at the end of this Master Agreement.

E. Beginning with the 2024-2025 school year, evaluation of any bargaining unit member's work performance shall be done annually by his/her immediate administrator. The evaluation 24 report shall be in writing and, if the bargaining unit member's performance shall have been found to be unsatisfactory in any area, shall contain specific suggestions as to how he/she can improve his/her performance in that area. Administrators shall recuse themselves from the evaluation of any bargaining unit member with whom they have a conflict of interest, including but not limited to familial relationships or shared financial interests. In the event of a potential conflict of interest or charge of nepotism, the district shall appoint an alternative evaluator to ensure a fair and impartial assessment. Further, it shall contain a plan for improvement which will have a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the improvement of the bargaining unit member's work performance. Such evaluation shall be provided to the bargaining unit member prior to May 1 of each year. Once the plan of improvement is in place, the bargaining unit member will have no less than 30 calendar days and no more than one school year for improvement as defined in the plan. Bargaining unit members that receive an evaluation of effective for three (3) consecutive years may be evaluated on a biannual basis.

F. A conference shall be held between the evaluator and the bargaining unit member within fifteen (15) working days of the formal evaluation to discuss the evaluation report.

G. The evaluation report shall be signed by both the evaluator and the person evaluated and each shall receive a copy, although the bargaining unit member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The bargaining unit member shall have the right to attach an explanation or rebuttal to the evaluation report within fifteen (15) working days of the conference, and it shall be included in his/her personnel file.

H. Any bargaining unit member who feels that the contents of his/her evaluation report are unfair, unjustified, or otherwise improper, may seek relief through the grievance procedure.
I. Video Tapes: With the exception of investigation of illegal acts, a bargaining unit member will be informed of planned taping. Bargaining unit members are reminded that there are security cameras in the work place. Information gained from these cameras may be used to substantiate any inappropriate behavior but shall not be used solely for evaluation purposes.

ARTICLE 20 - INSURANCE

Twelve Month Employees

Employees defined as full time, 12-month employees are eligible for the Board approved insurance that is offered in the district (health, dental, and vision). Dental and vision are district paid and are not subject to Hard Cap amounts.

A. The district shall pay no more than the Legislative Hard Cap amount allowed per the provisions of PA 152 of 2011, as amended, toward the district provided health insurance premiums and, when applicable, district contributions to the employees' Health Savings Accounts.

   In subsequent years, the hard cap will be prorated for the calendar year, beginning July 1, 2026. These rates will adjust on January 1st of each year in accordance with PA 152 of 2011, as amended.

2026		**2027**	
Single:	$7,942.09	Single:	$8,108.35
Two Person:	$16,609.38	Two Person:	$17,107.66
Full Family:	$21,666.30	Full Family:	$22,310.11

If a bargaining unit member accumulates hours through a combination of their primary school-year assignment and supplemental summer work that averages thirty (30) hours or more per week over a twelve (12) month period, they shall be offered the opportunity to accept single subscriber insurance or cash in lieu. This determination will be calculated across the District's standard tracking period.

Cash-in-lieu: Qualifying bargaining unit members that do not elect health insurance will receive $250 per month for all twelve months.

School Year Employees

Bargaining unit members defined as school year employees are employees that work during the school year.

Twelve-month and school year employees shall receive Term Life Insurance - $50,000 and Long-Term Disability – 60%.

The district will offer health insurance as required under the Affordable Care Act.

Members electing an HSA eligible insurance plan may elect to have some of the employer hard cap contributions into their Health Equity HSA. The amount elected for this shall be determined by the employees each year during open enrollment.

Employees may also contribute through payroll deduction and electronic transfer, additional money toward their Health Equity HSA up to the maximum amounts allowed by Federal law and may change these deductions as they deem necessary.

B. Insurance coverage offered in this article will be the same plans offered to the Breckenridge Education Association, unless stated otherwise in this article.

ARTICLE 21 - RETIREMENT

A. Bargaining unit members who have twelve (12) years or more of service with the Breckenridge Community Schools and are retiring under the provisions of the Michigan Public School Employees' Retirement System shall receive Retirement pay. The Retirement pay shall be computed at 50% of the individual employee's pay for each of the sick days they have accumulated upon their retirement, not to exceed the maximum of 100 days as previously stated, in Article 8.
B. Such payments may be made through standard payroll or to a qualifying 403(b) plan as elected by the member. Payments will be made within 30 days of their retirement date.

ARTICLE 22 - GENERAL PROVISIONS

A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America; but, where the law allows modifications by this Agreement, the provisions of this Agreement shall govern.
B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provisions shall be void and inoperative unless and until said ruling is overturned and the Association and the Board agree to renegotiate any legally negated provisions; however, all other provisions of this Agreement shall continue in effect.
C. **Contracting and Subcontracting of Work**
There shall be no subcontracting of bargaining unit work, unless mutually agreed upon by both parties. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented, or leased by the Breckenridge Community Schools Board of Education, its officers or agents that falls within the classifications outlined in the Recognition clause of this Agreement.
D. **Distribution of Agreement**
The Board agrees to make available to each bargaining unit member an electronic copy of this Agreement and to provide a copy of the same Agreement to all new employees of the Board.
E. **Computation of Benefits**
All hours paid to a bargaining unit member shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
F. **Definitions**
The following definitions shall apply throughout this contract.

School Day: A day on which students are scheduled to be present, not including unscheduled school closings.

Work Day: A day on which the district office(s) are open, typically Monday through Friday, excluding holidays.

Calendar Day: Sunday through Saturday, including holidays.

G. As required by MCL 423.215(7) of the Public Employment Relations Act, if an Emergency Manager is appointed by the State, the Emergency Manager may reject, modify, or terminate the collective Bargaining Agreement as provided by the local government and School District Fiscal Accountability

Act, Public Act 4 or 2011.

H. The Board shall compensate for loss or damage to clothing ($150.00 maximum) or to eyeglasses ($1,000.00 maximum) or to hearing aid ($1,500.00 maximum) or to cell phone ($500.00 maximum). Such loss must be reasonably attributed to the cause of his/her job duties and not the result of negligence on the part of the employee.

I. **Tool Replacement – Maintenance**
As a general practice, the Employer will supply all tools and equipment necessary for the employee to perform the tasks assigned. Should an employee bring his/her personal tools to work, he/she must make his/her immediate supervisor knowledgeable of the same. If the employee has made the immediate supervisor knowledgeable, in writing, and the tools become lost, stolen, or damaged while performing the work of the Employer, they shall be replaced at the Employer's expense. Such expense shall never exceed the cost of replacement. Exceptions may be made by the Superintendent.

In the event that tools may become lost, damaged, or stolen through the negligence of the employee, the Employer disclaims any responsibility.

J. Any case of assault or legal action upon a bargaining unit member while acting within the scope of his/her duties shall be promptly reported to the building administrator. The Board shall render all reasonable assistance to the bargaining unit member in connection with the investigation of such instances. Time lost by a bargaining unit member in connection with any incident mentioned in this Article shall not be charged against the bargaining unit member.

When a bargaining unit member reports a student act of violence or assault to their respective building administrator, a meeting with the school Superintendent, special education director, building principal, classroom teacher, case manager, all ancillary staff (if assigned), all paraprofessional staff (if assigned), and all other relevant staff, as well as union representation, will be called within five (5) school days, to develop a strategy and plan to secure the safety of the employees, staff, and students.

ARTICLE 23 - NEGOTIATIONS PROCEDURES

A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this Agreement upon request by either party to the other. Such discussions are advisory and not subject to the grievance procedure.

B. Approximately ninety (90) days prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of bargaining unit members employed by the Board.

C. At the request of the Board, a bargaining unit member engaged in negotiating on behalf of the Association with any officially designated representative of the Board shall be released from regular duties without loss of salary provided:

1. The bargaining unit member is an official member of the negotiating team or grievance committee.
2. The bargaining unit member is under contract to the Breckenridge Community School District.
3. The item under consideration is the development of the Master Agreement or a grievance.
4. It has been mutually agreed that daytime meetings may be considered necessary and bargaining unit members will be held harmless financially, of any negotiations or grievance meetings held during the school day.

ARTICLE 24 - TRAINING

A. It is understood between the parties that professional development is important for upgrading the skills of bargaining unit members. The Association may recommend professional development programs appropriate to members of the bargaining unit to the Superintendent. Bargaining unit members required to attend professional development training beyond their regular work hours will be paid their regular wages for the time spent at Professional Development.

B. **Training in Use of New Equipment, Software**
When new equipment, computer programs or software is installed in the district for use by bargaining unit members, the Board shall provide sufficient training in the use of such new equipment. The bargaining unit member shall suffer no loss of compensation or benefits while participating in said training during the workday. Should training take place beyond the scheduled work day, the bargaining unit member shall be compensated at the normal hourly rate.

C. **Training Pay**
Bargaining unit members requested by the district to attend conferences or workshops to further professional growth and skills shall suffer no loss of pay. All costs of attendance at said conferences (mileage, meals, registration, materials, and lodging) shall be reimbursed by the Board according to current existing policies.

D. **Professional Days**
Bargaining unit members may be invited to participate in relevant professional development training available to teachers, upon request of their immediate supervisor/principal.

ARTICLE 25 - DURATION

This Agreement shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2028.

THE ASSOCIATION

Breckenridge Support Personnel Association President — Date: 7/17/26

Breckenridge Support Personnel Association Representative — Date: 8/4/26

MEA UniServ Director — Date: Aug. 4, 2026

THE BOARD OF EDUCATION

Breckenridge Community Schools Superintendent — Date: 7/20/26

Board Member — Date: 7/20/26

Board Member — Date: 7-20-26

A signed copy of this Master Agreement is on file at both the office of the Superintendent of Breckenridge Community Schools and the local office of the Michigan Education Association.

Appendix A

2026-27 Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10	11
Para	15.00	15.45	15.92	16.39	16.88	17.39	17.91	18.45	19.00	19.57	20.16
Behavioral	17.00	17.50	18.03	18.57	19.13	19.70	20.29	20.90	21.52	22.18	22.83
Custodian	17.00	17.50	18.03	18.57	19.13	19.70	20.29	20.90	21.52	22.18	22.83
Lead Custodian	18.00	18.50	19.03	19.57	20.13	20.70	21.29	21.90	22.52	23.18	23.83
Maintenance	17.83	18.37	18.91	19.48	20.07	20.67	21.29	21.93	22.58	23.26	23.96
Cook	15.00	15.45	15.92	16.39	16.88	17.39	17.91	18.45	19.00	19.57	20.16
Lead Cook	16.00	16.45	16.92	17.39	17.88	18.39	18.91	19.45	20.00	20.57	21.16

Longevity

Years of Service to the District	**Amount**	Longevity payments to be made in two equal payments each year. First payment to be made on the last pay in December before break. Second payment to be made on the final pay in June.
3 - 6	$200	$100 in December, $100 in June
7 - 10	$250	$125 in December, $125 in June
11 - 15	$2,000	$1,000 in December, $1,000 in June
16-20	$3,000	$1,500 in December, $1,500 in June
21+	$5,000	$2,000 in December, $2,000 in June, additional $1,000 to be paid on payroll after the member's anniversary date

$350 stipend for CPI trained employees will be paid on the last pay of the school year.

2027-2028- Each member will receive a step increase on the proposed scale.

If the 2026-2027 audited fund balance is 12.5% or higher, the 2026-2027 scale will have a 1% increase for the 2027-2028 school year (this will take place and be retroactive after board approval of the audit).

For the 2026-2028 Master agreement, compensation from July 1, 2026 until the agreement will be provided retroactive.

Appendix B

Evaluation Report for Paraeducators

Evaluation Report for Maintenance and Custodial

Evaluation Report for Food Service

EVALUATION REPORT FOR FOOD SERVICE
BRECKENRIDGE COMMUNITY SCHOOLS

NAME_____ SCHOOL/POSITION_____

EVALUATOR_____DATE OF EVALUATION_____

==========

The purpose of this evaluation report is to assist the employees in improving performance on the job. It helps both the supervisor and the employee to measure how well the employee is adapting to and performing on the job. Each of the categories should be checked as appropriate, with necessary comments attached.

EVALUATION

	Needing Support	Developing	Effective
Attendance			
Punctuality			
Personal Appearance			
Knowledge of the Job			
Quality of Work			
Interest in Work			
Ability to Work Unsupervised			
Initiative			
Cooperation at Busy Times			
Proper Use of Equipment			
Food Safety Consciousness			
Good Judgment			
Self-Control			
Professional Development/Training			
Maintain Routine			
Follows Directions			
Takes Correction			
Attitude Towards Co-Workers			
Promotes a Positive Staff & Student Environment			



Comments from Supervisor:

Comments from Employee:

_____ _____

Signature of Employee Date

_____ _____

Signature of Evaluator Date

Updated:June 2024

EVALUATION REPORT FOR MAINTENANCE AND CUSTODIAL
BRECKENRIDGE COMMUNITY SCHOOLS

NAME_____ SCHOOL/POSITION_____

EVALUATOR_____DATE OF EVALUATION_____

==========

The purpose of this evaluation report is to assist the employees in improving performance on the job. It helps both the supervisor and the employee to measure how well the employee is adapting to and performing on the job. Each of the categories should be checked as appropriate, with necessary comments attached.

EVALUATION

	Needing Support	Developing	Effective
Attendance			
Punctuality			
Personal Appearance			
Knowledge of the Job			
Quality of Work			
Interest in Work			
Ability to Work Unsupervised			
Initiative			
Cooperation at Busy Times			
Proper Use of Equipment			
Safety Consciousness			
Good Judgment			
Self-Control			
Professional Development/Training			
Leadership Qualities			
Maintain Routine			
Follows Directions			
Takes Correction			
Relationships with Public/Parents			
Attitude Towards Co-workers			
Promotes a Positive Staff & Student Environment			

Updated:June 2024



Comments from Supervisor:

Comments from Employee:

_____ _____

Signature of Employee Date

_____ _____

Signature of Evaluator Date

Updated:June 2024

EVALUATION REPORT FOR PARAPROFESSIONALS
BRECKENRIDGE COMMUNITY SCHOOLS

NAME_____ SCHOOL/POSITION_____

EVALUATOR_____DATE OF EVALUATION_____

==========

The purpose of this evaluation report is to assist the employees in improving performance on the job. It helps both the supervisor and the employee to measure how well the employee is adapting to and performing on the job. Each of the categories should be checked as appropriate, with necessary comments attached.

EVALUATION

	Needing Support	Developing	Effective
Attendance/Punctuality			
Personal Appearance			
Ability to Work Unsupervised			
Understanding Student Needs			
Implementing Strategies/Best Practices			
Supporting Students			
Building Rapport			
Implementing IEP/504 Plan			
Behavior Management			
Accommodations and Modifications			
Collaboration and Communication			
Supports an Environment of Respect and Rapport			
Reinforces a Culture of Learning			
Managing Classroom Procedures			
Managing Student Behaviors			
Follows Directions			
Reflection on Feedback			
Assists in Engaging Students in Learning			
Demonstrating Flexibility and Responsiveness			
Attitude Towards Co-workers			



Comments from Supervisor:

Comments from Employee:

_____ _____

Signature of Employee Date

_____ _____

Signature of Evaluator Date

Updated:June 2024