Breckenridge Community Schools

Our mission is to educate, support, and inspire each student to achieve personal excellence and success.



MASTER AGREEMENT

Between the



Breckenridge Board of Education

and the

Breckenridge Education Association

2026-2029

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Collective bargaining agreements under the Public Employment Relations Act may be rejected, modified, or terminated pursuant to the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. That Act does not confer a right to bargain that would infringe on the exercise of powers under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 t 141.1575.

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

ARTICLE 1 - RECOGNITION OF THE BARGAINING GROUP

A. The Board hereby recognizes the Association as the exclusive representative for District Staff: certified librarians; counselors; speech pathologist; school social workers/social worker; certified degree classroom personnel, to include regular classroom teachers both on probation and on tenure, PK certified lead teachers, 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, paraprofessionals 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. When used hereinafter, the term "non classroom professional" or "NCP" shall refer to those employees whose employment is not regulated by the Michigan Teachers' Tenure Act, as amended, MCL 38.71 et seq which shall include but may not be limited to bargaining unit employees who are not required to possess a valid Michigan teaching certificate for their assignment of employees who do not possess a valid Michigan teaching certificate.

   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.

C. It is understood that this contract will abide by the Public Employment Relations Act ("PERA"), MCL 423.201, et seq.

D. The law supersedes contract language. (Both parties agree that evaluation of teachers has changed).

ARTICLE 2 - 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 NCP shall be disciplined for reasons that are arbitrary and capricious.

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 3 - 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 furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by an express provision of this Agreement.

ARTICLE 4 - PROFESSIONAL COMPENSATION

A. The salaries of bargaining unit members are set forth in Schedule A, which is attached to and incorporated into this Agreement. Each bargaining unit member's contract salary shall be divided by 26 pay periods.

It is recognized from time to time that it will be necessary to schedule 27 pays rather than 26 pays for the upcoming year. In such instances, the Central Office will notify the Association President by April 1.

The Board shall make payroll deductions, upon written authorization, from bargaining unit members for annuities, credit union, local financial institutions, insurance and other programs that have been approved by the Board. Normally the deduction will be implemented within thirty (30) days after the written authorization is received from the bargaining unit member. This provision is also subject to applicable rules and regulations of the involved financial institutions, insurance companies, and other organizations to which such deductions are forwarded.

B. Both the Teacher Contract for the year and the Schedule C Supplemental Contract will be prepared and ready to sign on the first teacher day back to school. Members shall sign and return the supplemental contracts to payroll within 10 business days.

ARTICLE 5 - 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

The daily rate of pay shall be determined by the following formula: Bargaining unit member's contractual salary divided by the number of contractual days. The school year will consist of days as listed on the calendar. In the event of the need to payroll withhold a daily rate of pay, the cost of insurance benefits will not be included in the first three (3) of such days in any fiscal year.

ARTICLE 6 - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

A. NCPs who will be affected by a change in assignments will be notified by the Administration as soon as practicable.

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

B. Teachers must be highly qualified for the classes to which they are assigned. Teachers may voluntarily take course work and/or subject area tests to become highly qualified to teach additional classes.

ARTICLE 7 - CLASS LOAD AND TEACHING CONDITIONS

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

1. Elementary

Kindergarten	25
First-5th grade	29

2. Secondary

English	30
Social Studies	30
Math	30
Science	28

3. Physical Education class loads will be maintained at a ratio not to exceed 35:1. If class load exceeds 35, a teacher aide will be added to the section. Where two classes are scheduled at the same time, the total student enrollment shall not exceed 70.

4. 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.

5. Band or Vocal Music class loads will be maintained at a ratio not to exceed 50:1. If class load exceeds 50, a teacher aide will be added to the section. Where two classes are scheduled at the same time, the total student enrollment shall not exceed 70.

B. In the event that the pupil/teacher ratio in grades K-5 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, to be considered for an additional section.

All NCPs shall be given written notice of their assignment for the forthcoming school year no later than the last school day prior to Memorial Day. If it is necessary for an NCP's assignment for the forthcoming school year to change after the last school day prior to Memorial Day, such notification will be given to the affected member and the Association as soon as the change has been determined.

E. During the process of scheduling, administration will look to reduce the number of preparations as much as possible, annually.

F. The Administration will schedule K-5 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. Present telephone facilities shall be made available to teachers for their reasonable use.

H. To the extent possible, without remodeling or additional expenditures, the Board shall make available restroom facilities for adult use and a faculty lounge.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. There will be no more than two (2) one-hour regular scheduled staff meetings per month unless the Administration believes additional meetings are necessary.

P. 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.

Q. Acts of God

Scheduled days of student instruction and/or teacher attendance that are canceled 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 rescheduled by mutual agreement between the Superintendent and the BEA President. Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.

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. However, bargaining unit members may be required to stay at school when school is dismissed for Act of God days, and it is fully understood that the administration will consult with the BEA to determine the appropriate dismissal and/or retention on each specific individual basis if needed.

R. Reimbursement for Meals
Staff will be reimbursed for meals on approved school business following Central Office policy.

S. Reimbursement for Mileage
Teachers or non-classroom professionals will be reimbursed for using their personal vehicle on official school business. Such reimbursement shall be equal to the IRS's current rate per mile. Travel must be pre-approved by administration. Staff shall travel as efficiently as possible (carpooling, etc.).

Any teacher or NCP that is required to travel, using their personal vehicle, from the elementary to the middle/high school building (or vice versa) shall be reimbursed at the current IRS rate after completing a mileage reimbursement for actual days driven. Mileage reimbursement forms must be turned in by the 15th of the following month.

T. Bargaining unit members shall not be required to provide regular or ongoing custodial care (i.e. diaper changes, blood cleanup, bathing) health services nor dispense medicine except in emergencies or special circumstances (i.e. field trips, camp, etc.). Training will be provided for members who are given assignments which include students requiring custodial care or health services.

U. Employees will not be assigned to teach Virtual Learning and Face-to-Face simultaneously. For purposes of this section, "Virtual Learning" shall mean any course which consists of direct online instruction being delivered to students, not in a physical classroom. This does not exclude the possibility of the need for face-to-face instruction becoming remote at times. For purposes of this section, "Remote Learning" shall mean instruction delivered to students who are considered face-to-face, however, due to extenuating circumstances, are required to learn from home.

ARTICLE 8 - TEACHING HOURS

A. The length of the working day for full-time employees shall be seven hours and thirty minutes. Reporting and ending times shall be as follows:
Elementary: 7:40 a.m. - 3:10 p.m.
MS/HS: 7:45 a.m. - 3:15 p.m.

The class schedule for students will be as follows:
Elementary: 7:50 am -2:50 pm - First bell rings at 7:48 am
Secondary: 8:00 am - 3:00 pm - First bell rings at 7:55 am

- Teachers are requested to be in their classroom five minutes before the start of all classes and shall remain five minutes after students are dismissed.
- Teachers who travel to another building as part of their daily schedule will follow the reporting times of the building in which they begin the day.

BES 7:40 am - 3:10 pm & MS/HS 7:45 am - 3:15 pm

The above schedule may be changed by up to a plus or minus fifteen (15) minutes from the above starting and ending times but will not increase the length of the teacher day.

B. In the Middle and High School, a preparation period of one period per day will be provided. In the event that a teacher voluntarily agrees to teach a high school or middle school class instead of taking advantage of the preparation period, he/she shall be compensated at a factor of 1.167 his/her contracted salary.

The schedule for the building will be addressed by the Administrator and a BEA Representative or the building's counselor.

Members will use their daily preparation periods as they deem professionally necessary. Administration shall not assign regular or ongoing tasks to members to be completed during their preparation periods. It is recognized that projects, such as curriculum adoptions, will occur and are a reasonable use of prep time.

C. Elementary teachers will receive preparation time during special classes and recess periods. Elementary and special class teachers will receive similar (within 15 minutes per week) planning time to that of a MS/HS teacher. Every effort will be made to schedule at least one special per day, however, it is understood that this is not always possible.

No elementary teacher is required to supervise more than two recess periods per week, with the exception of kindergarten. Kindergarten teachers shall not be required to supervise recess periods for more than two days a week.

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

E. Parent – Teacher conferences will be scheduled in the fall to coincide with dates set on the adopted district master calendar. Conferences will be held for two evenings between the hours of 4 – 7 pm.

F. Half-day dismissal times will be 11:20 a.m. elementary and 11:30 a.m. secondary unless mutually agreed upon by the BEA and the administration.

G. The administrators will have a Master Class Schedule completed by May 15 each year.

ARTICLE 9 - MENTOR TEACHER

Mentor teachers are an integral part of a non-tenured teachers' development. Mentors will be assigned to all non-tenured teaching personnel and remain in that role until the teacher receives tenure. The roles and responsibilities of a Mentor Teacher will be outlined in a plan that is agreed upon by the administration and the BEA.

Teachers who agree to serve as a Mentor Teacher following the guidelines outlined in the BCS Mentor Expectations document will be compensated according to the following: Mentor Expectations and Checklist for Teacher Mentors These documents can be found on our website in the staff links.

a. Year one- Every month (August, September, October, November, December, January, February, March, April, May, and June)
    i. Compensation $500
b. Year two- Every other month (August, October, December, February, April, and June)
    i. Compensation $250

c. Year three (or just new to BCS)- Every Semester (August-December and January-June)
    i. Compensation $125
d. Signed documents must be turned in to the Central Office by the mentor to be provided compensation for mentor duties with a lump sum on the last pay of June.

ARTICLE 10 - LEAVES

A. Paid Time Off (PTO) Allotment and Use

1. Teachers shall be entitled to a total of 12 Paid Time Off (PTO) days per school year, to be granted at the beginning of each school year.

   PTO is intended to provide employees flexibility in managing personal, medical, and other necessary absences.

   Teachers are encouraged to use PTO responsibly. PTO may be used at the teacher'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.

   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.

2. PTO Carryover and Conversion to Sick Leave Bank
   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 teacher's Sick Leave Bank. PTO days must be fully exhausted prior to the use of Sick Leave Bank days.

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.

   Teachers 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 teachers in the event of family illness. Sick days must be used in half (0.5) and full day increments.

7. Teachers shall be allowed to use PTO and/or sick days, for any family member as defined by law within the guidelines of FMLA.
8. We agree upon language to clearly spell out the sick and personal days allotted to a teacher working less than full time:

Employee FTE Status	PTO Days
0.51 - 1.00	12
0.0 - 0.50	6

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/she 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. **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.

D. **Association Leave**

The Association will be allowed a maximum of six (6) days per year compensable leave for any Association business at no expense to the employee. Only two of these days may be used to attend the bargaining conference. 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. The Association will reimburse the district for the cost of the substitute teacher.

E. **Bereavement Leave**

1. A leave of absence for five (5) days per occurrence, 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 per occurrence, 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 per occurrence 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.

4. Leave used in No. 1, No. 2, and No. 3 shall not be deducted from the 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 PTO first, if needed, sick bank may then be used.

F. **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.

G. **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 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/her old position, if possible, or to another position to which the teacher is certified.

A leave of absence for up to an entire school year may be granted by the board of education. If such leave is granted, the employee shall notify the board by March 15th of their leave year, with their intention for the following school year to return to work, resign from the staff, or request an additional one year extension of their current leave. It is fully understood that only one extension will be given by the board and furthermore, that such a leave request may or may not be allowed by the board.

H. **Teacher Compensatory Leave**

1. Compensatory Leave Time will no longer be earned.

   Teachers who currently have banked compensatory time will have the following two options to choose from at the beginning of the 2025-2026 school year. They will document a selection with the central office by September 30, 2025. Any staff, not making a selection, will default to option 1, lump sum June 2026 or 2027.

Option 1 Teachers may use any compensatory time saved in their banks. Upon completion of the 2025-2026 Master Agreement, Compensatory Leave Time unused, will be paid at a rate of $150 per day. Employees can choose to take their lump sum payment the last pay of June 2026 or June 2027.

Option 2 Teachers may continue to use compensatory time saved in their banks, however, any banked time when the teacher leaves the district for any reason will not be compensated.

2. Additional duties/time for teachers will be paid at least $35 per hour for non-contractual activities as approved by administration.

ARTICLE 11 - 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. Disciplinary procedures will be consistent with the handbook.

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.

When a teacher 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.

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/her 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 an NCP 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 NCP's personnel file unless the matter is first reported to the NCP's

ARTICLE 12 - PERSONNEL FILES

A. Two (2) copies of the written evaluation shall be submitted to the NCP's, one to be signed and returned to the administration and the other one (1) to be retained by the NCP. In the event the NCP 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.

B. 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.

C. NCP's shall be entitled, at the NCP'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 NCP upon his/her request.

D. Evaluation Form as shown in Addendum D for informational purposes only.

ARTICLE 13 - VACANCIES AND TRANSFERS

A. Whenever a vacancy arises, the Superintendent shall promptly notify the Association and post notices of the 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. Notices of summer vacancies shall be sent to the Association members and to those teachers with written request for transfers on file.

B. The Administration shall consider all applications from the current teaching staff for any vacancy.

C. If a teacher having expressed in writing a desire to change his/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.

D. It is 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 (6-12) does not constitute a transfer.

E. Any teacher desiring to voluntarily trade or exchange his/her assignment with another teacher, or volunteer to reduce their schedule to part time, may do so with administrative 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 14 - SENIORITY

A. For employees reduced to part time, seniority credit may only be earned in ½ amounts with the minimum criteria

being listed below. 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:

1. A contracted employee with a minimum of 2/3 of a student day for sixty (60) days in a semester will receive 1/2 year of credit in computing seniority.

2. A contracted employee with less than 2/3 of a student day must work sixty (60) days in both semesters to receive 1/2 year of credit in computing seniority.

B. For purposes of this Article, qualifications shall be defined as having the appropriate state certification. It is expressly recognized that in special classes Career Education, Computer Science, etc.,) the Board retains the sole discretion to adopt qualification criteria.

C. 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.

D. 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.

E. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this agreement and Board policy. 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 and Board policy.

ARTICLE 15 - 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 termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;
   3. 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.
   4. Any matter that is a prohibited subject of bargaining.

B. The Association shall designate one representative 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 reduction 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 the 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 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 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/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 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 16 - SUBSTITUTE TEACHERS

A. The member 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, members shall notify the district by 5:30 A.M. whenever possible.

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 $35 per class period/hour.

ARTICLE 17 - 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 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 18 - 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 19 – 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 20 - RETIREMENT/TERMINATION PAY

A. A teacher who has acquired a minimum of twelve (12) 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 March 15 of the year in which they plan to retire, 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. Teachers with at least 12 years, but less than 15 years of service will have their monetary stipend prorated.

B. For bargaining unit members who terminate their employment pursuant to this article, the employer agrees to provide a payment equal to fifty dollars ($50) for each unused sick day that the employee has to his/her credit up to a maximum of 100 days. Teachers may bank up to 120 days (employees would have 120 days for use). The employee will notify the Superintendent's Office of their preference within the guidelines stated in this Article.

   The payment for sick time will be made no earlier than July 1st of the current year and no later than June 30th of the next fiscal year. Retiring members qualifying for the above described cash payments will have their payments deposited into an already established 403(b) plan set up by the employee or a 403(b) plan chosen mutually by the Board of Education and BEA, less any FICA, federal, or state income tax, or other deductions required by law or contract.

   Re-employed Retirees: Teachers who have previously retired from the district and are subsequently re-employed by the district shall be eligible to receive compensation for unused sick time accumulated during their post-retirement tenure. Upon the subsequent termination of their re-employment, these members shall be entitled to payment for banked sick time at the rate and subject to the maximum limitations stipulated in this Article. This provision applies exclusively to medical leave days accrued during the period of re-employment and does not entitle the member to receive payment for any sick time that was previously compensated or forfeited at the time of their initial retirement.

C. Payments made under this article shall be made to the said employees no earlier than the first payroll pay date of the following school year (employee will notify the Superintendent's Office of their preferred date of payment).

D. Retirement Declaration:
   Teachers or NCPs who declare by August 1 that they will be retiring the next school year shall receive an additional 3% to their salary schedule and are eligible for this step for their final year of employment at Breckenridge Schools. If a teacher or NCP changes their mind concerning retirement after receiving this money, the money will be revoked. A teacher or NCP may revoke their retirement decision prior to December 10th, after receiving the Declaration Step. If a teacher revokes their retirement decision then the 3% already received shall be deducted over the next four pay periods. To be eligible for Declaration Step, the teacher must be eligible to receive benefits under the Michigan Public School Employees Retirement System.

E. Rehire - Retired Teachers
   Teachers may be rehired at a step level based on their teaching experience.
   - If the teacher is an ORS retiree from Breckenridge, their step level will be their years of teaching experience minus 3 (ie, 25 years of experience = Step 22)
   - If the teacher is an ORS retiree from another district, their step level will be their years of teaching experience minus 5 (ie, 25 years of experience = Step 20)

ARTICLE 21 - INSURANCE

A. **Annual Review**: The District and the Association agree to review and discuss Plan A on an annual basis, upon receipt of renewal rates, to ensure it continues to meet the needs of both employees and the District. The parties

agree to collaborate in good faith to ensure that employee needs and cost-efficiency are both considered in the selection of plans.

B. The coverages listed in this article are subject to the rules and regulations of the insurance carriers.
C. The Board will provide health insurance coverage for all full time employees until separation, termination, or retirement. Cobra rates are applied after separation from employment.
D. The board shall provide a cash option in lieu of health benefits. The cash amount is described in Plan B. The employer shall formally adopt a qualified plan document which complies with a health savings account of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the employer.
E. Board provided contribution rates are as follows:

Plan A – Health Plan

2026: Single: $7,942.09
Two-Person: $16,609.38
Family: $21,666.30

2027: Single: $8,180.35
Two-Person: $17,107.66
Family: $22,310.11

The District will contribute the full State of Michigan Legislative Hard Cap. During the life of this Agreement, should the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) be amended, the Association and the District agree to negotiate to consider the district's increased financial contribution to members' total insurance costs.

Plan A – District Provided Health Insurance

Medical Insurance

The District shall provide a health insurance plan that is compatible with a Health Savings Account (HSA). The plan shall include:

HSA-compatible structure
Employee-funded HSA
Deductible: As determined at the stated IRS rate
Coinsurance: 100% after the deductible is met

Dental and Vision Coverage

The District shall provide dental and vision insurance coverage for eligible employees and their dependents. The level of benefits will be comparable to the coverage previously provided to employees, including preventative, basic, major, and orthodontic dental services, and vision benefits such as exams, frames, lenses, and contact lenses.
The District may evaluate and select insurance carriers or third-party administrators that provide cost-effective, high-quality benefit plans. The Association will be provided an opportunity to review and provide input on proposed plan changes prior to implementation.

Life Insurance: $50,000
Long-Term Disability (LTD): 60% of the employee's salary

Plan B – Cash in Lieu of Health Insurance

Employees who decline Plan A may select Plan B, which includes the following:

Dental and Vision Coverage

The District shall provide dental and vision insurance coverage for eligible employees and their dependents. The level

of benefits will be comparable to the coverage previously provided to employees, including preventative, basic, major, and orthodontic dental services, and vision benefits such as exams, frames, lenses, and contact lenses. The District may evaluate and select insurance carriers or third-party administrators that provide cost-effective, high-quality benefit plans. The Association will be provided an opportunity to review and provide input on proposed plan changes prior to implementation.

Life Insurance: $50,000
Long-Term Disability (LTD): 60% of the employee's salary
Cash-in-Lieu Payment: Not to exceed $250 per month

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

ARTICLE 22 - NEGOTIATION PROCEDURES

A. At a reasonable time prior to the expiration of this Agreement, upon the request of either party, negotiations will be undertaken for an agreement covering the school year. In any event, negotiations will begin no later than May 1st prior to the expiration of this agreement.

B. The calendar for the following year shall be mutually agreed upon by the Association and the Board by May 15th.

C. Within a reasonable time after the agreement has been signed; a printed copy of the Master Agreement for each member will be given to the BEA President for distribution.

ARTICLE 23 - EVALUATION

A. Pursuant to Michigan law and guidance issued by the Michigan Department of Education, Breckenridge Community Schools will conduct teacher evaluations in a manner that is legally compliant, professionally supportive, and focused on promoting continuous instructional improvement. The following evaluation procedures are adopted to ensure consistent implementation and to provide timely and constructive feedback that supports the professional growth of all instructional staff.

All teacher evaluations will comply with current state law and related mandates. The evaluation process will be used not only as an accountability measure, but also as a tool for meaningful dialogue, reflection, and instructional growth. School administrators will be responsible for conducting evaluations consistently and fairly, with clear communication and expectations shared with staff.

The district will use the Danielson Rubric for all Teacher evaluations. The evaluation tool can be found with this link or on our website under resources > staff links.

B. Probationary Teachers
Probationary teachers will receive multiple formal observations prior to receiving a mid-year evaluation. The mid-year evaluation score will be provided no later than January 31 of each school year. In support of new educators, all probationary teachers will be assigned a mentor for their first three years of employment in the district. For any tenured teacher coming from another district, a mentor will be provided for the teacher's first year. These mentors will follow the year three mentor guidelines. All mentorships will be conducted in accordance with the established BCS Mentor Expectations to ensure high-quality support aligned with district goals and expectations.

C. An Individualized Development Plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher, along with recommended training, coaching, or professional development, which the District will provide for:
All probationary teachers; Teachers rated as Developing or Needs Support; or, at the administrator's discretion when performance deficiencies are noted.

D. All teachers, regardless of tenure status, will participate in the formal evaluation process. This process includes completion of pre-observation documentation, participation in classroom observations, and post-observation reflection. A follow-up meeting between the teacher and evaluator is required following each observation to ensure feedback is shared and growth opportunities are clearly identified. In addition, all teachers will be required to annually submit professional goals, supporting evidence of progress toward those goals, and relevant student performance data, even in years when a formal evaluation is not required.

E. Tenured teachers who have earned a summative evaluation rating of "Effective" (2.5-3.49) or "Highly Effective" (3.5-4.0) for three consecutive years may be exempt from formal evaluation annually, subject to administrative discretion and legal compliance.

The frequency of formal evaluations for tenured staff shall be determined by the teacher's most recent final evaluation rating. Teachers receiving an "Effective" overall rating of 2.5 to 2.99 will be evaluated annually. Teachers with an overall rating between 3.0 and 3.49 will be evaluated every other year. Teachers rated between 3.5 and 4.0 will be evaluated every third year.

Regardless of their evaluation cycle, all certified staff are expected to engage annually in the continuous improvement process. This includes the development of professional growth goals, submission of supporting evidence, and collection and analysis of student performance data in alignment with school improvement goals and district priorities.

F. **Evaluator Assignment**
1. Teachers assigned to a single building shall be evaluated by their building principal.
2. Teachers assigned to both buildings shall be assigned a qualified evaluator by the beginning of each school year.
3. All evaluators (administrators or designees) shall be trained in the use of the district's approved evaluation tool and in accordance with Section 1249 of the Revised School Code.
4. Teachers rated Developing or Needing Support, or as required by law, shall be assigned a mentor teacher.
5. Evaluation Timeline: BCS Evaluation Dates/Timeline

Component Name	Completed by Date/Timeline
Goals (Two Goals) **Non-Probationary Staff** All professional staff are required to submit two (2) SMART goals to their building administrator on an annual basis. These goals must be finalized and approved no later than September 30 of each school year. Of the two required goals, one must be an instructional goal developed in response to feedback from the teacher evaluation process	**Professional Growth Goal (PGG) & Student Growth Goal (SGG)** **Completed by September 30** 1 Danielson Rubric Goals & 1 goal focused on Student achievement Provide Domain and element focusing on within the dialog box.

and/or aligned with components of the Danielson Framework for Teaching. The second goal must be a professional growth goal related to improving student achievement. All goals must meet the SMART criteria (Specific, Measurable, Achievable, Relevant, and Time-bound) and are subject to approval by the building principal.	One must be from a prior year evaluation goal, mutually agreed upon with administration.
Individual Development Plan (IDP) - First Year OR Identified Staff only	**IDPs Completed by September 30** 1st year teacher in the first year of the probationary period (first full year of employment) OR who received a rating of minimally effective or ineffective on the most recent annual year-end evaluation, OR as instructed by your administrator. A mid-year progress report is also required.
Observations At least 4 for probationary staff At least 2 for non-probationary staff Each classroom observation shall last at least fifteen (15) minutes and include: A review of the teacher's lesson plan Alignment to state or national standards Evidence of pupil engagement	**Probationary Staff - 2 Cycles:** • 1st observation by October 31 • 2nd observation by December 31 • 3rd observation by March 31 • 4th observation By May 31 **Non Probationary Staff - 1 Cycle:** • 1st observation by December 31 • 2nd observation By April 30
Pre/Post Observation Forms Written feedback will be provided within thirty (30) days of the observation. A post-observation conference shall be held to discuss feedback, instructional practice, and growth.	The Formal Classroom Pre-Observation Interview Form should be completed prior to the Observation. After the observation- Complete the Lesson Reflection Form which reflects on the lesson that was observed. Lesson Reflection Form should be completed prior to the post-observation Conference/Discussion
Mid Year Progress To be completed for Probationary Staff	**Probationary Teachers ONLY- Due Date January 31**
Student Growth Data Student Growth Goal	10% State Student Data- Determined by the state determined test & rubric 10% Local Student Data- Determined by reaching goals set by administration and teacher. NWEA, teacher created test, exams, etc Must create a Student Growth Goal or Student Growth Goals to document this data. Student Growth Goal **must be identified by September 30, Data completed by the end of the school year.**

Final Score Report Year end evaluation 80% Danielson Rubric 10% State Student Data 10% Local Student Data	**Must be completed/finalized by the end of the school year.**

ARTICLE 24 - COMPENSATION, SCHEDULE A, B, C CONTRACTS

Schedule A

A step is provided for each year of this contract.

For 2026-2027,

- A 3% increase will be provided to the salary schedule, an additional 1% will be provided if the audited fund balance is 18% or higher.

For 2027-2028 and 2028-2029 School Year.

- If the audited fund balance is greater than or equal to 18% a 3% increase will be added to the salary schedule.
- If the audited fund balance is greater than or equal to 12.5%, a 2% increase will be added to the salary schedule.
- If the audited fund balance is less than 12.5% a 1% increase will be to the salary schedule.

In the event of additional percentage payments, salary adjustments will be retroactive by the 2nd pay in December.

Schedule B & C

Schedule B & C- Salary schedule will be updated annually to reflect Salary Schedule A, Steps BA 0-7.

Schedule C - Addition of Competitive Cheer MS 5%, JV Quiz Bowl 1%

Compensation will be outlined in the changes below. Creation of mutually agreed upon Schedule B & C expectations.

2026-2027 Salary Scale			
Step	BA	MA	MA+18
0	$41,200.00	$42,503.98	$44,204.51
1	$43,148.76	$45,052.20	$46,855.73
2	$45,270.56	$47,258.46	$49,150.57
3	$47,389.27	$49,470.90	$51,446.44
4	$49,507.98	$51,673.04	$53,741.28
5	$51,632.87	$53,881.36	$56,035.09
6	$53,749.52	$56,089.68	$58,330.96
7	$55,868.23	$58,294.91	$60,628.89
8	$57,992.09	$60,500.14	$62,921.67
9	$60,106.68	$62,709.49	$65,220.63
10	$62,839.27	$64,919.87	$67,516.50
11	$65,355.56	$67,690.57	$70,398.44
12	$65,987.98	$68,513.54	$71,254.37
13	$66,619.37	$69,336.51	$72,109.27
14	$67,250.76	$70,159.48	$72,965.20
15	$67,803.87	$70,734.22	$73,562.60
16	$68,359.04	$71,308.96	$74,161.03
17	$68,913.18	$71,884.73	$74,758.43
18	$69,467.32	$72,459.47	$75,355.83
19	$70,021.46	$73,035.24	$75,957.35
20	$70,576.63	$73,613.07	$76,558.87
21	$71,129.74	$74,189.87	$77,160.39
22	$71,684.91	$74,766.67	$77,761.91
23	$72,238.02	$75,344.50	$78,360.34
24	$72,791.13	$75,922.33	$78,959.80
25	$73,344.24	$76,499.13	$79,559.26
26	$73,898.38	$77,076.96	$80,157.69
27	$74,288.75	$77,483.81	$80,581.02
28	$74,451.49	$77,653.76	$80,758.18
29	$75,009.75	$78,235.71	$81,363.82
30	$75,573.16	$78,822.81	$81,973.58

BRECKENRIDGE COMMUNITY SCHOOLS LONGEVITY SCHEDULE

At the Completion of: Continuous Yrs of Service	$$
15	
16	$ 750.00
17	$ 750.00
18	$ 750.00
19	$ 750.00
20	$ 1,500.00
21	$ 1,500.00
22	$ 1,500.00
23	$ 1,500.00
24	$ 2,000.00
25	$ 2,000.00
26	$ 2,000.00
27	$ 2,000.00
28	$ 3,500.00
29	$ 3,500.00
30	$ 3,500.00
31	$ -
32	$ -

To be paid in the same manner as how the employee receives their base contract to be paid for the fiscal year, spread throughout 26 payments.

Longevity payments will begin after the completion of 15 years of continuous service to the district. Any voluntary lapses in service, if the employee leaves for one year and goes to another district, and decides to come back, longevity scale restarts at 0 years of service. i.e. an employee works continuously for 15 years. Leaves the district for two years and teaches elsewhere, and returns to the district, employee is NOT eligible for longevity in their 16th year of service to the district as they were not ALL continuous years. Longevity payments cease after completing 30 years of service. Staff with partial years of service will round up at 0.5 or higher; ie 19.5 = 20.

MERIT PAY: Teachers and NCP's who receive an overall evaluation rating of 3.5 or higher on the last Danielson Evaluation Rubric combined with student achievement data or higher will receive $100.00.

FAMILY ATHLETIC PASS: Family Athletic Passes will be provided to all teachers.

BRECKENRIDGE COMMUNITY SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE FOR B & C POSITIONS

EXPERIENCE	BASE PAY
0	$41,200.00
1	$43,148.76
2	$45,270.56
3	$47,389.27
4	$49,507.98
5	$51,632.87
6	$53,749.52
7	$55,868.23

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. The percentage amount on the Supplementary Salary Schedules (both B and C) shall be computed on the years of experience in the activity, regardless of level, including those at other schools, and shall advance to a maximum of Step 7 of the Supplemental Salary Schedule

E. 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.

F. 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.

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

SUPPLEMENTARY SALARY SCHEDULE B (Athletics)

(Staff completing schedule B/C contracts, will receive the proposed percentages at Step 0-7 of the updated Schedule B/C scale.)

POSITION	% PAY	POSITION	% PAY
FALL			
BOYS		**GIRLS**	
FOOTBALL - HEAD VARSITY	10%	GOLF - VARSITY	8%
FOOTBALL - ASST VARSITY	8%	GOLF - JV	6%
FOOTBALL - JV	8%	VOLLEYBALL - VARSITY	10%
FOOTBALL - ASST JV	6%	VOLLEYBALL - JV	8%
		VOLLEYBALL - 8TH GRADE	5%
BOYS & GIRLS		VOLLEYBALL - 7TH GRADE	5%
CROSS COUNTRY - VAR	8%		
CROSS COUNTRY - MS	5%	SIDELINE CHEER - VARSITY	5%
		SIDELINE CHEER - MS	5%
WINTER			
BOYS		**GIRLS**	
BASKETBALL - VARSITY	10%	BASKETBALL - VARSITY	10%
BASKETBALL - JV	8%	BASKETBALL - JV	8%
BASKETBALL - 8TH GRADE	5%	BASKETBALL - 8TH GRADE	5%
BASKETBALL - 7TH GRADE	5%	BASKETBALL - 7TH GRADE	5%
BOWLING - VARSITY	8%	BOWLING - VARSITY	8%
BOWLING - JV	6%	BOWLING - JV	6%
WRESTLING - VARSITY	10%	COMP CHEER - VARSITY	10%
WRESTLING - JV	8%	COMP CHEER - MS	5%
WRESTLING - MS	5%	POM PON	10%
SPRING			
BOYS		**GIRLS**	
TRACK - VARSITY	8%	TRACK - VARSITY	8%
TRACK - MS	5%	TRACK - MS	5%
GOLF - VARSITY	8%	SOFTBALL - VARSITY	10%
GOLF - JV	6%	SOFTBALL - JV	8%
BASEBALL - VARSITY	10%	***Any varsity team with 10 or more participants may have an Assistant Varsity Coach at 2%***	
BASEBALL - JV	8%		

SUPPLEMENTARY SALARY SCHEDULE C

(Based on supplementary salary schedule)

ACTIVITY	SALARY %
MUSIC & PERFORMING ARTS	
BAND (JUNIOR/SENIOR)	
CONCERT	3%
PEP	3%
MARCHING	3%
BAND CAMP	2%
COLOR GUARD ADVISOR	3%
CHOIR (JUNIOR/SENIOR)	
CONCERT	3%
FESTIVALS	3%
DRAMA & MUSICAL	
DRAMA CLUB/DIRECTOR	3%
DRAMA DIRECTOR	2%
MUSICAL DIRECTOR	2%
COMB OF DRAMA & MUSICAL DIR	3%
FINE ARTS	
BES FINE ARTS NIGHT	3%
ACADEMIC & VOCATIONAL ADVISORS	
FFA	25%
BPA	3%
QUIZ BOWL	2%
ESPORTS	2%
WRITING TEAM	2%
ROBOTICS	2%
JOURNALISM/YEARBOOK	5%
SPANISH CLUB	1%

ACTIVITY	SALARY %
STUDENT LEADERSHIP & COORDINATION	
NHS	4%
VARSITY CLUB	4%
STUDENT LEADSHIP ADVISOR	4%
GRADE LEVEL ADVISORS	
SENIOR/JUNIORS	3%
SOPHMORE/FRESHMAN	2%
ACTIVITY COORDINATORS	
MS	3%
BES	3%
TRIP COORDINATORS	
BOE APPROVED TRIP COORD	2%
CO-OP COORD	3%
FIFTH GRADE CAMP COORD	3%
ADMINISTRATIVE & TESTING SUPPORT	
ASSESSMENT COORDINATORS	
DISTRICT LEVEL	4%
BUILDING LEVEL	3%
STATE ASSESSMENT ACCOMMODATIONS	$350
MEDICAID REPORT COORDINATORS	$350
DAILY SUPERVISION	
FIFTH GRADE CAMP	$225
LUNCHROOM/GYM SUPERVISOR	$35
AFTER SCHOOL WEIGHTROOM SUPERVISOR	3%
SCHOOL IMPROVEMENT CHAIRS	$500
AFTER SCHOOL TUTORING	3%
FAFSA COMPLETION COORDINATOR	1%
LEAGUE OR OTHER ADMIN APPROVED ACTIVITY	1%

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. 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. In the event that no person on or off staff accepts a needed Schedule C position, the administration has the right to assign an activity to a staff member with the recommendation of the BEA. The person assigned, will not be required to supervise this activity for more than one school year. The administration will develop job descriptions for Schedule C positions.

CALENDAR

A. 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 am.
B. 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.

BCS 2026/27 School Calendar





August 2026

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Green – SCHOOL Days
Blue – PD Days – Students do not report, staff only.
White – NO SCHOOL

Important Dates
Aug 19–Open House: BES 5:30-6:30pm, MS/HS 5-6pm
August 25 – First Day
October 16 – End of MP 1
November 4 & 5 – PT Conferences:
BES 3:30-6:30 pm MS/HS 4-7 pm
December 18 – End of MP 2/Semester 1
Dec 18 – Jan 4 – Christmas Break
March 12 – End of MP 3
March 26 – April 2 – Spring Break
May 23, 2027 – Graduation at 3 pm
June 3 – Last Day, End of MP 4/Semester 2

No School
August 28
Sept 4 & 7
Nov 25-27
Dec 21-31
Jan 1 & 4
Feb 12 &15
March 26, 29-31
April 1-2, 5
May 28 & 31

PD Days
August 18-19
Nov 3
Jan 4
Feb 12
April 5 & 14

Half Days
Oct 30
Dec 18
April 14
June 3

BRECKENRIDGE COMMUNITY SCHOOLS 2026-2027 School Calendar

Month	Week	First Semester	Student Days	Teacher Days
Aug.	17-21	Aug 19 - Open House	0	2
Aug.	24-28	Aug 28 - No School	3	3
Aug./Sept.	31-4	Sept. 4 - No School	4	4
Sept.	7-11	Sept. 7 - No School/Labor Day	4	4
Sept.	14-18		5	5
Sept.	21-25		5	5
Sept./Oct.	28-2		5	5
Oct.	5-9		5	5
Oct.	12-16		5	5
		End of 1st Marking Period		
Oct.	19-23		5	5
Oct.	26-30	Oct. 30- ½ Day	5	5
Nov.	2-6	Nov 3 - PD-Staff only Nov 4 & 5 – PT Conferences	4	5
Nov.	9-13		5	5
Nov.	16-20		5	5
Nov.	23-27	Nov. 25-27 THANKSGIVING BREAK	2	2
Nov./Dec.	30-4		5	5
Dec.	7-11		5	5
Dec.	14-18	Dec 18 – ½ Day	5	5
		End of 2nd MP/1st Semester		
Dec./Jan	21-1	CHRISTMAS VACATION	0	0
Jan.	4-8	Jan. 4 - No School	4	4
Jan.	11-15		5	5
Jan.	18-22		5	5
Jan.	25-29		5	5
Feb.	1-5		5	5
Feb.	8-12	Feb 12 – PD – Staff Only	4	5
Feb.	15-19	Feb. 15 - No School	4	4
Feb.	22-26		5	5
Mar.	1-5		5	5
Mar.	8-12		5	5
		End of 3rd Marking Period		
Mar.	15-19		5	5
Mar.	22-26	March 26 – SPRING BREAK BEGINS	4	4
Mar/Apr.	29-2	SPRING BREAK	0	0
Apr.	5-9	April 5 – PD – Staff Only	4	5
Apr.	12-16	April 14 – ½ day – PM PD	5	5
Apr.	19-23		5	5
Apr.	26-30		5	5
May	3-7		5	5
May	10-14		5	5
May	17-21	May 23 – GRADUATION 3 PM	5	5
May	24-28	May 28- No School	4	4
May/June	31-3	May 31 – No School June 3 – ½ day – Last day of school	3	3
		End of 4th MP/2nd Semester	**174**	**180**

The Breckenridge School District has regularly scheduled breaks during its normal school year. These breaks occur when school is not in session or in recess. During these breaks, the district provides you the assurance, in good faith, that you will return to work in the same or similar position at the completion of the break or recess. This district will notify you, in writing, if conditions should change and we are unable to provide you with reasonable assurance of re-employment following a break.

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, 2029**. At a reasonable time prior to the expiration of this Agreement, upon the request of either party, negotiations will be undertaken for an agreement covering the school year. In any event, negotiations will begin no later than May 1st prior to the expiration of this Agreement.

ASSOCIATION	BOARD
	Amanda Staley
Bethany Wolfgang	Heather Cabot
	Julayne Howard
	Barbara K Giles
Work Sheet	7/2/26
SUPERINTENDENT	DATE