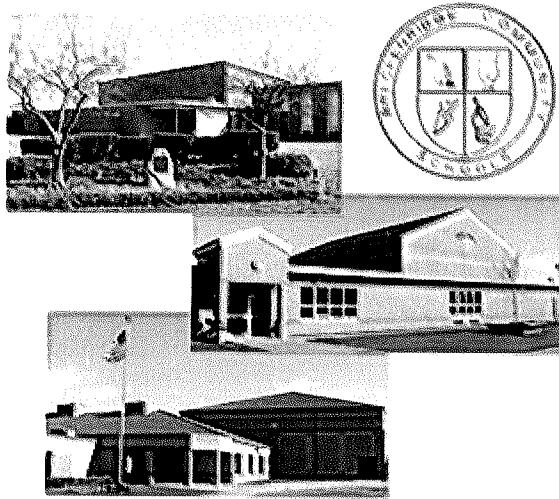


MASTER AGREEMENT

Breckenridge Community Schools

Educates Each Student to Achieve Personal Excellence



Breckenridge Community Schools

BETWEEN THE

BRECKENRIDGE BOARD OF EDUCATION

AND THE

BRECKENRIDGE EDUCATION ASSOCIATION

2016-2017 / 2017-2018

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PURPOSE

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

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

ARTICLE I - RECOGNITION OF THE BARGAINING GROUP

- A. The Board hereby recognizes the Association as the exclusive representative for: librarians; counselors; speech pathologist; certified degree personnel, to include regular classroom teachers both on probation and on tenure and such other certified degree classroom personnel as may be hired by the Board on a full time or regularly scheduled part time basis for employment in the Breckenridge School only but excluding:
- all others such as, but not necessarily limited to, the superintendent, assistant superintendent, business administrator, principals, assistant principals, teaching principals, athletic directors, and all other administrative or supervisory personnel and further, all custodial, maintenance, bus drivers, office and clerical personnel, and cafeteria employees.
1. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.
 2. The term "Certified Employee" as used in this Agreement shall mean any employee of the school district required to hold a valid Michigan teaching certificate.
- B. Except as mandated by law, the Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been notified of such adjustment.
- C. It is understood that this contract will abide by PERA Amendment Public Act 9 of 2011.
- D. The law supersedes contract language. (Both parties agree that evaluation of teachers has changed).

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. The Association shall have the right to use school buildings and equipment consistent with Board policy governing public use of such facilities. All school equipment used by the Association will be scheduled and approved by the Administration. If the usage of facilities and equipment results in extra costs to the Board, the Association will be charged for such usage.
- B. The Association and Board agree that the rights and protections accruing to teachers will be guaranteed without regard to race, creed, color, age, sex, marital status, or membership in the BEA, or any other organization.

- C. The Board may consult the Association on any major revisions of educational policy, instructional change, or other programs proposed or under consideration.
- D. The Board agrees to make available to the Association, upon request, information as required under the Freedom of Information Act.
- E. No teacher shall be disciplined 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 III - BOARD RIGHTS

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
 - 1. Establish policies, manage, and control the Breckenridge Community School District, its facilities, equipment, and its operations and to direct its working forces and affairs.
 - 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
 - 3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
 - 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine the qualifications of employees.
 - 7. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.

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

ARTICLE IV - 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 21, or 26 as specified by the bargaining unit member at least 5 days prior to the first day of work. Bargaining unit members opting for 26 pay periods may designate a "lump sum" payoff for the second pay period in June for the remainder of their contracted salary, provided they transmit a written request to Central Office for such option at least 5 days prior to the first day of work for the current school year.

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.

ARTICLE V - DIVISION FACTOR

A. Salary shall be deducted for the following reasons:

1. Absence or illness beyond leave for sickness allotted
2. Any unexcused absence
3. Absence approved without pay
4. Disciplinary action by the Board

B. 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 VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

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

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

- 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.

If a member of the BEA is not a certified teacher by the Michigan Department of Education on July 1 of any given year, they will be suspended. If the BEA member is still not certified two weeks prior to the first day of school, he/she will have their employment at Breckenridge Community Schools terminated.

ARTICLE VII - CLASS LOAD AND TEACHING CONDITIONS

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

- 1. Kindergarten 25
 First-5th grade 29

- 2. Secondary
 - English 30
 - Social Studies 30
 - Math 30
 - Science 30

- 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.

Classes such as Business, Typing, Clerical Block, Industrial Arts, Drafting, Language and Homemaking will be limited to the teaching stations available whenever feasible as determined by the Board or its designee.

- B. In the event that the pupil/teacher ratio in grades K-6 exceeds the number stated in this article, one half hour of aide time assistance per child per day overload will be provided by the Board, at the teacher's request. The Board will also provide additional texts and reasonable materials as are necessary.

- C. Should the Board change any Special Education Policy, either by their own volition or as mandated by State Law, the working conditions affected by such changes shall be bargained before they are implemented.

- D. Class lists for the coming year will be provided to each teacher. The BEA may submit a list of classes considered too large to a committee consisting of the principal, the counselor, and the Superintendent.
 - 1. All bargaining unit members shall be given written notice of their assignment for the forthcoming school year no later than the last school day prior to Memorial Day. For elementary teachers, such notice shall include building and grade level. For secondary teachers, such notice shall include

building and a listing of probable courses to be taught. If it is necessary for a bargaining unit member's assignment for the forthcoming school year to change after 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. All teachers shall have no more than three (3) preparations per semester whenever possible.
- F. The Administration will schedule K-6 classes so that the number of students assigned to individual teachers within a grade will be approximately equal except for specialized classes. Significant differences in class sizes will be discussed with the teachers involved prior to implementation.
- G. 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 cancelled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities, shall be 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.

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

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

When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled. 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 the following for meals: \$7 - breakfast, \$12 - lunch, and \$20 dinner.

ARTICLE VIII - 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: 7:35 a.m. - 3:05 p.m.
MS/HS: 7:45 a.m. - 3:15 p.m.

The class schedule for students will be as follows:

Elementary: 7:45 am -2:45 pm - First bell rings at 7:43 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. 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 1.14 his/her contracted salary.

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

- C. Elementary teachers will receive preparation time during special classes and recess periods. Special class preparation time in the elementary will be equivalent to that of the high school and middle school teachers. Special class teachers will receive similar planning time to that of a classroom teacher.

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 11:15 a.m. elementary and 11:25 a.m. secondary unless mutually agreed upon by the BEA and the administration.

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

ARTICLE IX - LEAVES

A. Sick Leave

1. Teachers shall be entitled to a sick, injury, and health related leave with pay and benefits to a total of 10 days per year, to be credited upon commencement of the teacher's attendance at work each year. It shall be the prerogative of the Administration to investigate all absences for illness. Teachers shall be allowed to use sick leave from the yearly allotment of ten before using any accumulated sick leave days. Any unused sick days will be added to the teacher's accumulated sick leave days at the end of the year. Unused sick leave shall accumulate to one hundred thirty (130) days.
2. Worker's Compensation. Worker's Compensation shall be provided as specified by law. If an employee is injured in the course of employment at the school, he/she must notify the immediate supervisor and the superintendent's office. Should an employee be forced to miss work because of an injury that is work related, the employee may choose to use a 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.

3. Any teacher whose personal illness extends beyond the period of allotted sick days shall be granted a leave of absence without pay or benefits beyond those provided by the Family Medical Leave Act for such time as provided in the Tenure Act, Article V, Section II. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
4. Sick days may be used by teachers in the event of family illness.
5. Teachers shall be allowed to use sick days in the case of a newly adopted child, within the guidelines of FMLA.
6. Any teacher using no more than one sick day per school year will be compensated \$350.00, to be paid the last pay period in June.
7. We agree upon language to clearly spell out the sick and personal days allotted to a teacher working less than full time:

Employee Status	Sick Days	Personal Days
6/7	8.5	1.5
5/7	7	1.5
4/7	5.5	1.5
1/2	5	1
3/7	4	1
2/7	2.5	1
1/7	1.5	.5

Any fraction not prescribed within the above mentioned table will be calculated to the same percentages. This shall take precedence over any and all past practices.

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. Personal Leave

1. Personal leave shall be granted for reasonable causes to attend to personal business which cannot normally be taken care of after regular school hours. It is understood that personal leave is not to be used as vacation time. There will be a maximum of two (2) days per year non accumulative which may be used at the teacher's discretion. These days may not be used to extend a vacation or holiday period. If the leave day(s) are not used, they may be transferred to the teacher's sick leave upon request. Except in cases of extreme emergency, requests for such leave should be submitted to the building principal as early as possible and in no case less than one day in advance of the anticipated absence.

The use of personal business days shall not exceed four per level per day (K5 6-8, and 9-12). Requests will be honored on a first come, first served basis. In the event that an employee desires a personal leave and the allotment for his/her level is already spoken for, the Superintendent may grant the personal leave provided the reason for this leave is deemed valid.

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

D. Jury Duty

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

E. Association Leave

The Association will be allowed a maximum of six (6) days per year compensable leave for any Association business at no expense to the employee or the Association. 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.

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

F. Bereavement Leave

1. A maximum of five (5) days per occurrence shall be granted in event of a death of mother, father, spouse, or child.
2. A maximum of two (2) days per occurrence shall be granted in the event of a death of other family members (brother, sister, grandparent, parents in law, grandchildren).
3. One day per occurrence shall be granted to attend the funeral of a family member not mentioned in #1, or #2 above.
4. Leave used in No. 1 and No.2 and No. 3 above shall not be deducted from accumulated sick leave.
5. One day per occurrence shall be granted for the funeral of a non-family member to be deducted from accumulated sick/personal or compensatory leave.
6. Upon written application, the Superintendent may grant additional days under the provisions of this section. Such days will be deducted from accumulated sick leave.

G. Military Leave

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

H. Unpaid Leave of Absence

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

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.

I. Teacher Compensatory Leave

Teachers who agree to supervise after school programs will be compensated with a half day of leave for each four hour period. These days are separate from the personal business days.

J. Mentor Teacher Leave

Mentor teachers are an integral part of a non-tenured teacher's 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 for a new teacher in the system shall be granted one day of leave time for each year that they fulfill the requirements of being a mentor teacher. These days are separate from the personal leave days.

ARTICLE X - TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. The Board recognizes its responsibilities to support and assist teachers with respect to the maintenance of control and discipline in the classroom.
- B. The Board recognizes that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained; however, a teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may temporarily remove a pupil from his class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. 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.
- 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 a teacher shall be taken on a basis of a complaint by a parent, student, teacher, or administrator, nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher.

ARTICLE XI - EVALUATION OF TEACHERS

- A. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other one (1) to be retained by the teacher. In the event the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file.
- 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. A teacher shall be entitled, at the teacher's request, to have present a representative of the Association when being reprimanded, disciplined, reduced in rank or compensation. Information forming the basis for disciplinary action shall be made available to the teacher upon his/her request.
- D. Evaluation Form as shown in Addendum C. For informational purposes only.

ARTICLE XII - VACANCIES AND TRANSFERS

- A. Whenever a vacancy arises, the Superintendent shall promptly notify the Association and post notices of same on a bulletin board in each building. If the vacancy occurs after the close of the school year, the Superintendent shall notify all Association members by mail. Notices of summer vacancies shall be sent to the Association President or his designee and to those teachers with written request for transfers on file. The Association will provide the administrator with a list of teachers who are interested in changing their teaching assignments at the end of the school year.
- B. The Administration shall consider all applications from the current teaching staff for any vacancy. Vacancies will be filled on the basis of qualifications and experience. When experience and qualifications are substantially equal, the applicant with greater service in the District shall be given preference. (Qualifications as defined in Article XIII, Section A., Number 5)
- 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. When transfers are made, the administration will first review written requests for transfers. Prior to making an involuntary transfer, the administration agrees to discuss the transfer with the teacher(s) involved and shall consider the teacher's qualifications, length of time in the school district, and other relevant factors when making such involuntary assignments. Every attempt will be made by the administration to allow

involuntarily transferred teachers to stay in that position for at least three (3) years before being involuntarily transferred again. 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 (612) 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 XIII - LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and staff and that the procedures set forth in this article shall be used in laying off personnel. If a reduction in the teaching staff becomes necessary, administration will work cooperatively with the BEA to retain full time teaching positions if at all possible.

- A.
1. For those part time employees hired after July 1, 1983, and those current employees reduced to part time after July 1, 1983, seniority credit and salary schedule advancement (including longevity) may only be earned in 1/2 year amounts with the minimum criteria for them being listed below:
 - a. A contracted teacher teaching a minimum of 2/3 of a student day for sixty (60) days in a semester will receive 1/2 year of credit in computing seniority and for advancing on the salary schedule (including longevity).
 - b. A contracted teacher teaching less than 2/3 of a student day must work sixty (60) days in both semesters to receive 1/2 year of credit in computing seniority and for advancing on the salary schedule (including longevity).
 2. For purposes of this Article, qualifications shall be defined as having the appropriate state certification. It is expressly recognized that in special classes (i.e. Perceptual Education, Computer Science, etc.,) the Board retains the sole discretion to adopt qualification criteria.
 3. 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.
 4. Seniority shall be frozen for bargaining unit members who accept an administrative job with the district and for those members on unpaid leaves of absence.

B. INDIVIDUAL CONTRACT

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 XIV - GRIEVANCE PROCEDURE

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

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

1. The termination of services of or failure to reemploy any probationary teacher;
 2. The termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;
 3. Any matter involving the content of an employee evaluation;
 4. 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.
 5. Any matter that is a prohibitive 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 same.

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

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

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

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/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 arbitrator,
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 benefitting 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 there under may be processed through the Grievance Procedure until resolution.

ARTICLE XV - SUBSTITUTE TEACHERS

- A. The teacher shall advise the administration of his/her impending or anticipated absence the preceding day, where possible. In cases where one day's notice is not possible, teachers shall notify the sub caller for the district between 5:45 A.M. and 6:00 A.M.
- B. The administration shall try to secure temporary substitutes to cover class periods. Under no circumstances will classes be doubled because of a lack of a substitute without the consent of the affected teacher. Teachers agreeing to substitute shall receive either \$15 per class period/hour, or may earn ½ day compensation day for every 3 hours/periods and 1 full day compensation day for every 6 hours/periods.

ARTICLE XVI - CONTINUITY OF OPERATION

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

ARTICLE XVII - NEW HIRES

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

ARTICLE XVIII – SEVERABILITY

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

ARTICLE XIX - TERMINATION PAY

- A. A teacher who has acquired a minimum of 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 eighty dollars (\$80) 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 130 days. The employee will notify the Superintendent's Office of their preference within the guidelines stated on page 19 (cash payments paragraph).
- 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).

ARTICLE XX - RETIREMENT AGREEMENT

- 1. To be eligible for participation in this program, a teacher must satisfy all of the following requirements:
 - A. Completion of twelve (12) years of teaching service in the Breckenridge Community Schools (excluding periods of layoff and unpaid leave).
 - B. The teacher must be employed with the district and on active duty as of the date of submission of resignation and until his/her retirement.
 - C. The teacher must submit a written and irrevocable resignation to be effective July 1 of the current year or the beginning of the month after a teacher's age becomes 55 for the MPSERS Basic program to the district not later than March 15 of the same year.
 - D. The teacher must be eligible to receive retirement benefits from the Michigan Public School Employees Retirement System (MPSERS). The teacher shall provide documentation as required by the administration to confirm retirement eligibility by March 15 of the current year. If MPSERS eligibility cannot be documented to the satisfaction of the Superintendent by (and as of) June 30th, the teacher shall not be eligible for the Supplemental Retirement Stipend, his/her resignation letter shall be deemed void, and he/she shall be considered to remain actively employed by the Breckenridge Community Schools.
 - E. The teacher must sign the "Waiver and Release" form and Letter of Resignation form letter in the contract addendum.

F. All teachers shall be deemed to be on notice of the following:

(i) Any teacher considering participation in this Supplemental Retirement Stipend program is expressly advised and encouraged to consult with an attorney before signing the documents required for participation in this program.

(ii) Any teacher who executes the documents required herein for participation in this Supplemental Retirement Stipend program shall be permitted to revoke said documents and withdraw from participation in the program by submitting a signed and dated written notice to such effect which must be received by the district within seven (7) calendar days of the date on which the documents were originally signed.

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

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

**Years of Service

*25-30	\$40,000
31	\$0

**Years of Service is defined as Office of Retirement Service (ORS) Life to Date Total

Employees who have 25-30 years of service credit earned (not including purchased years) by July 1, 2017 are eligible to receive the Supplemental Retirement Agreement providing they retire by the end of their 30th earned year.

A teacher who reaches the 30th year during the school year shall be allowed to complete the year without penalty.

* The 30 years of service time limit will be waived for a teacher who is unable, by MPSERS guidelines, to retire after 30 years, providing that the teacher does retire in the first year of eligibility under MPSERS guidelines.

The cash payments will be made in three (3) installments for three years not to exceed \$15,000 including unused sick leave pay, *not to exceed \$15,000 or an amount acceptable under current tax laws*, with the first payment no earlier than July 1st of the current year and not later than June 30th of the next fiscal year. If needed, remaining money would be paid in the fourth year. (Employee will notify the Superintendent's Office of their preference within the above guidelines.)

Retiring teachers 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.

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

3. A teacher retiring under this plan will have his/her stipend reduced by any amount he/she receives as unemployment compensation charged against the Breckenridge Community Schools.
4. The cash payments will be made to the estate of the retiring teacher in the event of that teacher's death subsequent to receiving all payments to which he/she is entitled.

ARTICLE XXI - INSURANCE

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

For the fiscal years of 2016-18 the Board shall make available the following health care plan for teacher eligible and electing such coverage.

Plan A: In general, the Board agrees to share insurance costs on an 80/20 split with the employee and the high deductible plan will consist of a \$1300/\$2600 annual in-network deductible; prescription drug copay of \$15/\$30/\$60. Health Savings Account \$1,300/\$2,600 contribution. With an annual out of pocket Max of \$2250/\$4500.

The Board's 2016-17 annual contribution toward health insurance costs shall not exceed the following amounts and any health insurance costs in excess of the following amounts shall be paid by the teacher through payroll deduction:

Single subscriber: \$4,494.15

Individual and spouse, or Individual and Single Dependent: \$10,369.83

Full Family: \$12,442.28

For fiscal year 2017-18, keeping with an 80/20 cost share between the Board and the employee, the Board agrees to a shared insurance increase not to exceed 10% of the above 2016-2017 health care insurance cost amounts, mentioned above.

For any new bargaining unit member hired after 7/1/2016, spouses will not be eligible for enrollment in the above hospital/medical plan if the spouse is eligible to enroll in a plan through the spouse's employer or is eligible to enroll in the spouse's retirement hospital/medical plan. Proof of spouse not being offered insurance by their employer will be required. Teachers will be required to sign an affidavit acknowledging their responsibilities in relationship to spousal restriction which will include the obligation to repay premiums, claims or other costs that should not have been paid on behalf of the teacher's spouse.

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. In the event that two spouses are employed by the district, only one will be allowed to carry insurance and the other will be considered a dependent and NOT receive the Cash in Lieu option, with determination on who will be the primary carrier left to the employees. For any new bargaining member and for any medical/hospital plan offered by the employer including an HSA contribution amount on behalf of the employer, the amount shall be prorated to the amount of time that the member is employed with the district for that annual calendar year, i.e. a new Member hired as of 9/1 will receive 4/12th of the HSA employer contribution into their account.

Plan B: Those employees not desiring Plan A may take advantage of vision and dental insurance options and the cash in lieu annuity option, not to exceed \$250.00 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.

C. The Breckenridge Plan is defined as the following:

Plan A: *H.S.A. Plan \$1,300/\$2,600 contribution and deductible
Prescription \$15/\$30/\$60 copays
Life - \$20,000
LTD - 60%*

Plan B: *Life - \$50,000
LTD - 60%*

All covered employees will receive the dental and vision benefits out lined in the chart below:

Dental AmeraPlan Self-Insured

*Exams
Frames
Lenses
Single Vision
Bi-focal
Lenticular
Tri-focal
Bi-focal
Contact Lenses*

Plan A & Plan B

*\$50 allowance (one exam per benefit year)
\$100 allowance (one set each benefit year)
Two lenses (one pair each benefit year)
\$50 allowance
\$75 allowance
\$150 allowance
\$100 allowance
\$75 allowance
\$150*

Vision coverage covers a routine eye exam every benefit year and one of the following: a set of frames each benefit year and two lenses each benefit year, or contact lenses (to annual allowance).

Dental AmeraPlan Self-Insured

<i>Class 1 - Preventative</i>	<i>Covered 100%</i>
<i>Class 2 - Basic</i>	<i>Covered 80%</i>
<i>Class 3 - Major</i>	<i>Covered 50%</i>
<i>Class 4 - Orthodontia</i>	<i>Covered 50%</i>

Maximum Benefits

Class 1, 2 and 3

Class 4 (Ortho)

\$1,000 per calendar year covered member

\$2,000 lifetime (children under 19 only)

SALARY SCHEDULE FOR NEW HIRES BEGINNING JULY 1, 2011

2016-17

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Specialist</u>
0-1	33,116	33,264	34,737	36,617	37,119
2-3	33,783	35,353	36,919	38,395	38,802
4	39,302	41,057	42,863	44,574	44,969
5	41,085	42,895	44,771	46,563	46,952
6	42,865	44,734	46,683	48,550	48,935
7	44,643	46,569	48,598	50,540	50,919
8	44,643	48,405	50,508	52,530	52,905
9	44,643	50,244	52,419	54,517	54,887
10	44,643	52,076	54,331	56,508	56,873
11	44,643	53,913	56,246	58,498	58,858
15	44,643	56,570	59,016	61,377	61,730
19	44,643	58,435	60,951	63,389	63,737
23	44,643	60,299	62,893	65,410	65,753
27	44,643	62,161	64,836	67,426	67,764

SALARY SCHEDULE FOR HIRES PRIOR TO JULY 1, 2011

2016-17

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Specialist</u>
0	33,116	33,264	34,737	36,617	37,119
1	33,783	35,353	36,919	38,395	38,802
2	35,833	37,479	39,132	40,698	41,104
3	37,621	39,321	41,048	42,691	43,091
4	39,400	41,160	42,970	44,685	45,080
5	41,188	43,001	44,882	46,679	47,069
6	42,972	44,846	46,800	48,671	49,056
7	44,755	46,685	48,719	50,666	51,046
8	46,535	48,526	50,634	52,661	53,037
9	48,322	50,370	52,549	54,653	55,023
10	50,102	52,206	54,468	56,649	57,015
11	51,888	54,048	56,387	58,644	59,004
15	54,459	56,711	59,164	61,530	61,884
19	56,272	58,581	61,102	63,547	63,896
23	58,079	60,450	63,049	65,574	65,917
27	59,885	62,316	64,997	67,595	67,933

SALARY SCHEDULE FOR NEW HIRES BEGINNING JULY 1, 2011

2017-18

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Specialist</u>
0-1	33,530	33,680	35,171	37,075	37,583
2-3	34,205	35,795	37,380	38,875	39,287
4	39,793	41,570	43,399	45,131	45,531
5	41,599	43,431	45,331	47,145	47,539
6	43,401	45,293	47,267	49,157	49,547
7	45,201	47,151	49,205	51,172	51,555
8	45,201	49,010	51,139	53,187	53,566
9	45,201	50,872	53,074	55,198	55,573
10	45,201	52,727	55,010	57,214	57,584
11	45,201	54,587	56,949	59,229	59,594
15	45,201	57,277	59,754	62,144	62,502
19	45,201	59,165	61,713	64,181	64,534
23	45,201	61,053	63,679	66,228	66,575
27	45,201	62,938	65,646	68,269	68,611

SALARY SCHEDULE FOR HIRES PRIOR TO JULY 1, 2011

2017-18

<u>Step</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+18</u>	<u>Specialist</u>
0	33,530	33,680	35,171	37,075	37,583
1	34,205	35,795	37,380	38,875	39,287
2	36,281	37,947	39,621	41,207	41,618
3	38,091	39,813	41,561	43,225	43,630
4	39,893	41,675	43,507	45,244	45,644
5	41,703	43,539	45,443	47,262	47,657
6	43,509	45,407	47,385	49,279	49,669
7	45,314	47,269	49,328	51,299	51,684
8	47,117	49,133	51,267	53,319	53,700
9	48,926	51,000	53,206	55,336	55,711
10	50,728	52,859	55,149	57,357	57,728
11	52,537	54,724	57,092	59,377	59,742
15	55,140	57,420	59,904	62,299	62,658
19	56,975	59,313	61,866	64,341	64,695
23	58,805	61,206	63,837	66,394	66,741
27	60,634	63,095	65,809	68,440	68,782

Step 28* - Teachers are eligible for this step for their final year of employment at Breckenridge Schools. Teachers retiring in future years must tell the administration of their intentions on or before August 1 of the school year they plan on retiring. If a teacher changes their mind concerning retirement after receiving this money, the money will be revoked. A teacher may revoke their retirement decision prior to December 10th, after receiving Step 28. If a teacher revokes their retirement decision then the 3% already received shall be deducted over the next four pay periods.

Step 28* will pay an additional 3% in addition to the step he/she is on at the time he/she plans on retiring. To be eligible for Step 28*, the teacher must be eligible to receive benefits under the Michigan Public School Employees Retirement System. Teachers must notify the Superintendent's office in writing on or before August 1st.

MERIT PAY: Teachers will receive merit pay based on standardized test scores in their respective buildings. Merit will be determined by comparing local scores with state averages for each subject area tested. Teachers will receive merit pay for each subject area where scores for our students meet or exceed the state average, based on the overall scores in their respective building. The maximum amount per individual will be \$250.00.

**Longevity will be based on years of service as a certified teacher in the Breckenridge Community Schools, including those years of prior experience granted by the Board.

Longevity will take effect after completion of 15 years of experience and at the start of the teacher's 16th year of experience. An employee may advance only one (1) longevity step per year.

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

All teachers who have earned 15 hours beyond their MA by the ratification date of the 1992-93 contract and have notified the Superintendent will be placed on the MA+18 rail. *The term MA+18 requires an additional 18 semester hours of graduate level course work in the field of teaching responsibility. Only hours completed after the MA has been earned will be counted for placement.*

**BRECKENRIDGE COMMUNITY SCHOOLS
SALARY SCHEDULE – 2008-09**

<u>Step</u>	<u>BA</u>
0	33,033
1	33,341
2	35,178
3	36,933
4	38,679
5	40,434
6	42,186
7	43,936

SUPPLEMENTARY SALARY REGULATIONS

- A. Teachers will be given first consideration in filling supplemental positions.
- B. Individuals shall not attain tenure in supplemental positions.
- C. Due to unusual circumstances, items may be changed in the supplemental salary schedule by mutual agreement between the Association and the Board.
- D. If certain positions can be combined so that two jobs can be supervised by one coach, then the combined job shall be paid at a rate equal to the higher percentage plus one-half of the lower percentage. Example: the boys' and girls' varsity track teams are coached by one coach; then the rate shall be 12% (8% plus one-half of the second job = 4%).
- E. The percentage amount on the Supplementary Salary Schedule shall be computed on the years of experience in the activity, including those at other schools, and shall advance to a maximum of Step 7 of the 2008-09 Salary Schedule on the BA rail.
- F. The Athletic Director will be responsible for evaluating all coaches. The head coach will work in conjunction with the Athletic Director in evaluating those who coach in the same sport at a lower level.
- G. Coaches who receive an unfavorable evaluation will be frozen at their current salary for a maximum of one (1) year. No coach will be frozen more than once in their coaching career.

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

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

SUPPLEMENTARY SALARY SCHEDULE B
(Based on 08-09 salary schedule)

(Athletics)

Football

Varsity....10%
Asst. Var.. 8%
Head JV.... 8%
Asst. JV... 6%
9th Head... 7%
9th Asst... 6%

Softball

Varsity.... 10%
JV..... 8%

Baseball

Varsity.... 10%
JV..... 8%

Basketball

Varsity....10%
JV..... 8%
9th..... 7%
7th/8th.... 5%

Track

Boys Var... 8%
Girls Var.. 8%
(combined..12%)
Asst..... 6%
7th/8th boys... 5%
7th/8th girls....5%

Competitive Cheer.....9%
Asst.....3%

Golf..... 8%
JV..... 6%

Wrestling

Varsity.... 10%
JV..... 8%
Middle School... 5%

Volleyball

Varsity.... 10%
JV..... 8%
7th..... 5%
8th..... 5%
9th..... 7%

Cross Country

Varsity.... 8%
Jr. High... 5%
(combined 11%)

SUPPLEMENTARY SALARY SCHEDULE C
(Based on 08-09 salary schedule)

*Band (Junior & Senior)		
Concert Band	3%	
Pep Band	3%	
Marching Band	3%	
*Summer Band Camp	2%	
Flag Girl Advisor	3%	
*Choir (Junior & Senior)		
Festivals	3%	
Madrigals	3%	
Concert	3%	
Dean of Students	\$5,000	(If employed by the district)
Drama Director	2%	
Musical Director	2%	
(Combination Drama/Musical)	3%	
Drama Club	1%	
Technology Facilitator	10%	
*Journalism	5%	
Class Advisors		
Senior	3%	per advisor
Junior	3%	per advisor
Sophomore	2%	
Freshman	2%	
MS Activity Coordinator	3%	per advisor
Safety Patrol	2%	
BPA	4%	per advisor
*FFA	25%	
Fall Sideline Cheer	5%	
Fifth Grade Camp	Per day	\$64.00
Camp Coordinator	3%	
Quiz Bowl Advisor	3%	
Club Advisors		
Spanish	1%	
Art Director for Plays		
(per play)	1%	
Varsity Club	1%	
Pom Pon	5%	
Student Council Advisor	4%	
National Honor Society	4%	

League Activity or Other Administratively Approved Activities	1%	
Lunchroom Supervisor (Administratively Approved)	Per day	\$10.87
State Assessment Coordinator Building	2%	
State Assessment - Coordinator	2%	
O.M. Coaches	Per team	\$75.00
O.M. Coordinator		\$250
Co-op Coordinator	3%	
German Trip Coordinator	2%	
School Improvement Chairs		\$350 annually (Capped at 3 individuals)
ACT/MME TAC		\$350 annually
Medicaid Reports		\$350 (If completed on a monthly basis)

VIRTUAL EDUCATION: \$250/student/semester. The amount of compensation will be prorated based on total days enrolled for students who are dropped from the program and fail to earn credit due to lack of participation. Teachers of students who fail to meet enrollment criteria for count purposes will have their compensation pro-rated based on the date of the student's last login.

- 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.

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.

BRECKENRIDGE COMMUNITY SCHOOLS ----- 2016-17 School Calendar				
<u>Month</u>	<u>Week</u>	<u>First Semester</u>	<u>Student Days</u>	<u>Teacher Days</u>
Aug.	30-31	Teachers Only Tues. & Wed.	0	2
Sept.	5-9	Sept. 5 - Labor Day - No School	4	4
Sept.	12-16		5	5
Sept.	19-23		5	5
Sept..	26-30		5	5
Oct.	3-7	Mid-Term Marking Period	5	5
Oct.	10-14		5	5
Oct.	17-21		5	5
Oct.	24-28		5	5
Oct./Nov.	31-4	Oct. 31 - ½ day /PD Day End of Marking Period	5	5
Nov.	7-11	Nov. 8 PD/ Nov. 9-10 – PT Conf.	4	5
Nov.	14-18		5	5
Nov.	21-22	Nov. 23, 24 & 25–Thanksgiving Break	2	2
Nov./Dec.	28-2		5	5
Dec.	5-9	Mid-Term Marking Period	5	5
Dec.	12–16		5	5
Dec..	19-21		3	3
Dec./Jan.	22-2	Christmas Vacation	0	0
Jan.	3-6		4	4
Jan.	9-13		5	5
Jan.	16-20	Jan. 20 – ½ Day - PD DAY - End of Semester	5	5
Jan.	23-27		5	5
Jan./Feb.	30-3		5	5
Feb.	6-10		5	5
Feb.	13-17	Feb. 14 – ½ Day - PD Day	5	5
Feb.	20-24	Mid-Term Marking Period	5	5
Feb./Mar.	27-3		5	5
Mar.	6-10		5	5
Mar.	13-17	Mar. 17 ½ Day – PD Day	5	5
Mar.	20-24		5	5
Mar..	27-31	End of Marking Period	5	5
Apr.	3-7	Spring Break	0	0
Apr.	10-14	April 14 No School – Good Friday	4	4
Apr.	17-21		5	5
Apr.	24-28		5	5
May	1-5		5	5
May	8-12	Mid-Term Marking Period	5	5
May	15-19		5	5
May	22-26		5	5
May/June	29-2	May 29 – Memorial Day - No School	4	4
June	5-9	Last Day June 9 – ½ day	5	5
End of Semester			180	183

Revised 03/21/16

- 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.
- C. The calendar for the 2017-2018 school year shall be mutually agreed upon by the Association and the Board by May 15, 2017 Meetings to decide upon the calendar shall commence by February 1, 2017.

ADDENDUM A

TO: Breckenridge Community Schools
P.O. Box 217
Breckenridge, MI 48615

Dear Board Members:

Please be advised that I am hereby submitting my resignation and retirement from employment in any capacity with the Breckenridge Community Schools effective July 1, 20____, in accordance with the terms of the "Supplemental Retirement Stipend" program.

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

Thank you for this opportunity.

Very truly yours,

Teacher

Date

ADDENDUM B

WAIVER AND RELEASE

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

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

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

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

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

Dated: _____
_____ Teacher

Acknowledged by:

Breckenridge Community
Schools Representative

Breckenridge Education
Association Representative

ADDENDUM C
EVALUATION PACKAGE

Educator Performance Evaluation System

Name:

Building:

School Year:

Assignment:

Number of Years in Current Assignment:

Evaluator's Name:

Evaluator's Title:

Final Performance Rating							
<input type="checkbox"/>	Ineffective	<input type="checkbox"/>	Minimally Effective	<input type="checkbox"/>	Effective	<input type="checkbox"/>	Highly Effective

2011-2012 - Reference Danielson, Marshall, MI HB 4625, 4626, 4627, 4628. Created by GIRESD Instruction Team with Local District Contribution.

GIRESD Framework for Teaching

Domain 1: Planning and Preparation

Component 1a	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Demonstrating knowledge of content and pedagogy	Teacher's plans and practices display little knowledge of the content, prerequisite relationships between different aspects of the content, or of the instructional practices specific to that discipline.	Teacher's plans and practices reflect some awareness of the important concepts in the discipline, prerequisite relations between them and of the instructional practices specific to that discipline.	Teacher's plans and practices reflect solid knowledge of the content, prerequisite relations between important concepts and of the instructional practices specific to that discipline.	Teacher's plans and practices reflect extensive knowledge of the content and of the structure of the discipline. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
Component 1b	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Demonstrating knowledge of students	Teacher demonstrates little or no knowledge of or respect for students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher indicates the importance of understanding and respecting students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher actively shows respect for and seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively shows respect for and seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
Component 1c	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Setting instructional outcomes	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and are capable of assessment. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.
Component 1d	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Demonstrating knowledge of resources	Teacher demonstrates little or no familiarity with resources, including appropriate technology to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek such knowledge.	Teacher demonstrates some familiarity with resources, including appropriate technology available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek to extend such knowledge.	Teacher is aware of and uses resources, including appropriate technology available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	Teacher seeks out resources, including appropriate technology in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.
Component 1e	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Designing coherent instruction Use of appropriate of data	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. It is suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	Teacher coordinates knowledge of content, of students, and of resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.
Component 1f	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Designing student assessment	Teacher's approach to assessing student learning contains no clear criteria or standards, lacks congruence with the instructional goals, or is inappropriate to many students. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals, without clear criteria, and is inappropriate for at least some students. Teacher plans to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals, using clear criteria, and is appropriate to the needs of students. Teacher uses assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional goals, with clear criteria and standards that show evidence of student participation in their development. Assessment methodologies may have been adapted for individuals, and the teacher uses assessment results to plan future instruction for individual students.

The GIRESD Framework for Teaching is adopted from the CPS Framework for Teaching based on and used with permission, from Charlotte Danielson's *Framework for Teaching*. GIRESD Instruction Team 10-2014 Components p. 2

Domain 2: The Classroom Environment

Component 2a	Unsatisfactory	Basic	Proficient	Distinguished
Creating an environment of respect and rapport	Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.	Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Classroom interactions between teacher and students and among students are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.
Component 2b	Unsatisfactory	Basic	Proficient	Distinguished
Establishing a culture for learning	The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, little respect for or knowledge of students' diverse cultures and little or no student pride in work.	Teacher's attempt to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, some respect for or knowledge of students' diverse cultures and little student pride in work.	The classroom culture is characterized by high expectations for most students, genuine commitment to the subject by both teacher and students, and respect for and knowledge of students' diverse cultures, with students demonstrating pride in their work.	High levels of student engagement and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject, and all students hold themselves to high standards of performance, for example by initiating improvements to their work. Teacher and students demonstrate high levels of respect for and knowledge of diverse student cultures.
Component 2c	Unsatisfactory	Basic	Proficient	Distinguished
Managing classroom procedures	Much instructional time is lost due to inefficient classroom routines and procedures, for transitions, handling of supplies, and performance of noninstructional duties.	Some instructional time is lost due to only partially effective classroom routines and procedures, for transitions, handling of supplies, and performance of noninstructional duties.	Little instructional time is lost due to classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.
Component 2d	Unsatisfactory	Basic	Proficient	Distinguished
Managing student behavior	There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive, or disrespectful of student dignity.	The teacher has made an effort to establish standards of conduct for students. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct are clear to students, and the teacher monitors student behavior against those standards. Teacher response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
Component 2e	Unsatisfactory	Basic	Proficient	Distinguished
Organizing physical space	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a significant mismatch between the physical arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to most students, but the physical arrangement only partially supports the learning activities. Teacher's use of physical resources, including computer technology, is moderately effective.	Teacher's classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement supports the learning activities. Teacher makes effective use of physical resources, including computer technology (when applicable).	The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.

Domain 3: Instruction				
Component 3a	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Communicating with students	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. Teacher's use of language contains errors or is inappropriate to students' diverse cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; teacher's use of language is correct but may not be completely appropriate to students' diverse cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate to students' diverse cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Teacher's oral and written communications are clear and expressive, appropriate to students' diverse cultures and levels of development, and anticipate possible student misconceptions.
Using questioning and discussion techniques	Teacher's questions are low-level or inappropriate, eliciting limited student participation and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low level, posed in rapid succession. Teacher attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
Engaging students in learning	Activities and assignments, materials, and groupings of students are inappropriate to the instructional outcomes or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced. Activities, assignments, and materials are not appropriate for diverse cultures.	Activities and assignments, materials, and groupings of students are partially appropriate to the instructional outcomes or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained. Activities, assignments, and materials are partially appropriate for diverse cultures.	Activities and assignments, materials, and groupings of students are fully appropriate to the instructional outcomes and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace. Activities, assignments, and materials are fully appropriate for diverse cultures.	Students are highly intellectually engaged throughout the lesson in higher order learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure. Students assist in ensuring that activities, assignments and materials are fully appropriate for diverse cultures.
Using assessment in instruction	Assessment is not used in instruction, either through students' awareness of the assessment criteria, monitoring of progress by teacher or students, or through feedback to students.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by teacher and/or students, and through high quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Multiple assessments are used in instruction, through student involvement in establishing the assessment criteria, self-assessment by students and monitoring of progress by both students and teachers, and high quality feedback to students from a variety of sources.
Demonstrating flexibility and responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or of students' lack of interest, and fails to respond to student questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates moderate flexibility and responsiveness to student questions, needs and interests during a lesson, and seeks to ensure the success of all students.	Teacher ensures the successful learning of all students, making adjustments as needed to instruction plans and responding to student questions, needs and interests.	Teacher is highly responsive to individual students' needs, interests and questions, making even major lesson adjustments as necessary to meet instructional goals, and persists in ensuring the success of all students.

Domain 4: Professional Responsibilities

Component 4a	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Reflecting on teaching	Teacher's reflection on the lesson does not provide an accurate or objective description of the event of the lesson.	Teacher's reflection provides a partially accurate and objective description of the lesson, but does not cite specific positive and negative characteristics. Teacher makes global suggestions as to how the lesson might be improved.	Teacher's reflection provides an accurate and objective description of the lesson, and cites specific positive and negative characteristics. Teacher makes some specific suggestions as to how the lesson might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, and cites specific examples that were not fully successful, for at least some students. Teacher draws on an extensive repertoire to suggest alternative strategies.
Component 4b	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Maintaining accurate records	Teacher's system for maintaining both instructional and non-instructional records are either non-existent or in disarray, resulting in errors and confusion.	Teacher's system for maintaining both instructional and non-instructional records is rudimentary and only partially effective. Teacher does not meet deadlines for submission or data entry.	Teacher's system for maintaining both instructional and non-instructional records is accurate, efficient and effective. Teacher meets deadlines for data submissions and entries.	Teacher's system for maintaining both instructional and non-instructional records is accurate, efficient and effective, and students contribute to its maintenance.
Component 4c	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Communicating with families	Teacher provides little or no information to families, or such communication is culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher complies with school procedures for communicating with families and makes an effort to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.	Teacher communicates frequently and successfully engages most families in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	Teacher communicates frequently and sensitively with individual families in a culturally sensitive manner, with students participating in the communication. Teacher successfully engages families in the instructional program, as appropriate.
Component 4d	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Participating in a professional community	Teacher avoids participating in the professional learning community or in school and district events and projects, relationships with colleagues are negative or self-serving and teacher is resistant to feedback from colleagues.	Teacher becomes involved in the professional learning community and in school and district events and projects when specifically asked; relationships with colleagues are cordial. Teacher accepts, with some reluctance, feedback from colleagues.	Teacher participates actively in the professional learning community and maintains positive and productive relationships with colleagues. In addition, teacher welcomes feedback from colleagues.	Teacher makes a substantial contribution to the professional learning community, and assumes a leadership role with colleagues. In addition, teacher seeks out feedback from colleagues.
Component 4e	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Growing and developing professionally	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are convenient or are required.	Teacher engages in opportunities for professional development that is based on a self-assessment of need.	Teacher actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as action research and mentoring new teachers.
Component 4f	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Demonstrating professionalism	Teacher has little sense of ethics and professionalism, and contributes to practices that are self-serving or harmful to students. Teacher fails to comply with school and district regulations and timelines.	Teacher is honest and well-intentioned in serving students and contributing to child centered decisions in the school. Teacher complies minimally with school and district regulations, doing just enough to "get by."	Teacher displays a high level of ethics and professionalism in interactions with both students and the school community, and complies fully with school and district regulations.	Teacher assumes a leadership role in ensuring that school practices, decisions and procedures ensure that all the students' interests are addressed. Teacher displays the highest standards of ethical conduct.

Professional Practice Rubric Summative Ratings

Domain 1 – Planning and Preparation					Domain 2 – The Classroom Environment				
Component	Unsatisfactory	Basic	Proficient	Distinguished	Component	Unsatisfactory	Basic	Proficient	Distinguished
1a					2a				
1b					2b				
1c					2c				
1d					2d				
1e					2e				
1f					Overall Domain 2				
Overall Domain 1									
Domain 3 – Instruction					Domain 4 – Professional Responsibilities				
Component	Unsatisfactory	Basic	Proficient	Distinguished	Component	Unsatisfactory	Basic	Proficient	Distinguished
3a					4a				
3b					4b				
3c					4c				
3d					4d				
3e					4e				
Overall Domain 3					4f				
					Overall Domain 4				

Professional Practice Rubric Summative Rating				
Domain	Unsatisfactory	Basic	Proficient	Distinguished
Domain 1				
Domain 2				
Domain 3				
Domain 4				
Summative Rating				

Evidence:

*See Appendix D for scoring guidelines: Components/Summative

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, 2018. Upon written notification at a reasonable time prior to May 30, 2018, either party may open negotiations; otherwise, this contract remains in force from year to year.

ASSOCIATION:

BOARD:

Bethany Wolfgang
M. R. K. K. K.
C. C. C.
Mark J. Zimm

R. C. D.
Marcia Vetter Collins
Lia A. Christensen
[Signature]

SUPERINTENDENT

DATE:

Kimberly Thompson

10-10-2016