

**AGREEMENT BETWEEN THE**

**BYRON BOARD OF EDUCATION**

**AND THE**

**BYRON EDUCATION ASSOCIATION**

**JULY 1, 2022**

**THRU**

**JUNE 30, 2024**

***Ratified by BEA 8-15-2022***

***Approved by Byron Board of Education 8-15-2022***

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## **MASTER CONTRACT**

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### **PREAMBLE**

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WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Byron Area School District is their mutual aim and the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the quality of education, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

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- A. This Agreement is entered into by and between the Board of Education of the Byron Area School District hereinafter called the “Board” and the Byron Education Association hereinafter called the “Association”.
- B. The Board recognizes the Association as the exclusive bargaining representative for the Byron Area Schools’ teaching staff including the position of certified classroom teachers, counselors, certified librarians, and the curriculum coordinator.
- C. Any new positions created during the life of this Agreement will be added to the unit providing it fits the description of “teacher” as used in this Agreement.
- D. The term “teacher” when used hereinafter in this Agreement, shall refer to employees represented by the Association in the bargaining unit as above defined.

## ARTICLE II

### ASSOCIATION AND TEACHER RIGHTS

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- A. Pursuant to Act 379 of the Public Acts of 1965 (“PERA”), the Board agrees that every employee of the Board shall have the right freely to organize, join and support, or to refrain from such activities, an Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership, or non-membership, in the Association, his participation, or non-participation, in any lawful activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under their Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings in accordance with the board rules and regulations. All meetings shall be scheduled in advance with the building principal’s permission.
- C. No teacher shall be prevented from wearing, or required to wear, insignias or pins as identification of membership in the Association whether on or off school premises.
- D. A Bulletin board in the teachers’ lounge shall be made available to the Association and its members.
- E. The Board, or its designee, agrees to furnish the Association in response to reasonable “written” requests, all available information concerning the financial resources of the district, and such other information which may be necessary for the Association to process any grievance or complaint, except information from personnel or medical files deemed to be confidential. The Association shall reimburse the District consistent with FOIA.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan Revised School Code. The rights granted to teachers under the master contract shall be deemed to be in addition to those provided by law.
- G. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

- H. The Board shall make available in each school adequate lunchroom space, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.
- I. Classroom telephones are available to teachers for their reasonable use.
- J. Adequate parking facilities shall be made available to teachers for their assigned use.
- K. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless the teacher's conduct shall adversely affect their professional status or impacts the District.
- L. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership, or non-membership, in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education and opportunity to every student without regard to race, limited English proficiency, religion, sex, color and nationality.
- M. Board will provide: (1) a separate desk for each teacher, (2) lockable space to store coats and personal items; and (3) necessary teaching supplies and tools within budgetary limits. Other materials required by the teacher may be requested by the teacher through the building principal and such request will be given prompt consideration.
- N. Teachers will be advised insofar as can be reasonably foreseen when any policy manual change directly related to the teaching staff is to be acted upon by the Board. The faculty will set up a principal's advisory committee each semester in each of the respective buildings, the function of which shall be to provide a group with which the respective principal may consult in relation to the forgoing and other matters pertaining to the school. The high school principal's committee will be made up of three (3) members chosen by the high school faculty. The elementary principal's committee chosen by the elementary faculty will be made up of three (3) members. The middle school principal's committee, chosen by the middle school faculty, will be made up of three (3) members. In the event a principal oversees more than one building, each building will be represented. One member from each of the principal's advisory committees, each of the building principals and one person designated by the Association will make up a Superintendent's Advisory Committee.
- O. Upon their request the teacher shall be entitled to review the contents of their own personnel file, as provided by Michigan law. A representative of the Association may at the teacher's request, accompany the teacher to this review. Materials provided by the teacher will be placed in the teacher's file. No material that is disciplinary in nature may be placed therein without providing the teacher with a copy which shall be signed by the teacher to indicate receipt. This provision shall not prevent the District from responding to FOIA requests as

provided by law.

If the Board receives a request for any information or documents from a teacher's personnel record, the Board shall notify the teacher and Association President as soon as possible. Before any requested information from a teacher's personnel file is released, the Board will permit the teacher and Association representative the opportunity to review the file.

- P. Upon their request the teacher shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined or at any meeting which the teacher reasonably believes may result in discipline. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Any suspension without pay shall not affect in any manner the bargaining unit member's insurance coverage and/or contractual fringe benefits.

### **ARTICLE III**

#### **BOARD OF EDUCATION RIGHTS**

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It is expressly agreed that all rights which vest in and have been exercised by the Board of Education except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:

- A. Manage the school's business, the equipment and operations and to direct the working forces.
- B. Continue its rights and past practice of assignment, direction and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this agreement.
- C. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- D. The right to direct the working forces, including the right to hire, promote, transfer, discipline and discharge employees, and to determine the size of the work force and to lay off employees.
- E. Determine the qualifications for positions.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine the placement of operation, production, service, maintenance, or distribution of work and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures.
- I. Determine the size of the management organization, its functions, authority, and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.
- J. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
- K. To adopt reasonable rules and regulations.



## ARTICLE IV

### PROFESSIONAL COMPENSATION

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- A. The salaries of teachers are set forth in Schedule A (basic salary) and Schedule B (extra-curricular and extra-teaching salaries). Salary schedules may be reopened during the effective period by mutual agreement of both parties.
- B. In accordance with the Michigan School Aid Act and Michigan Revised School Code, the number of instructional days and hours must be met to insure receipt of full state aid.
- C. The school calendar shall be worked out between the representatives of the Board and a committee of the Association. If the parties cannot reach an agreement, the Board will proceed to set up a school calendar that will meet or exceed the minimum State requirements of days and/or hours.
- D. In accordance with the Public Act 239 of 1984, where hours of instruction are not held because of conditions not within the control of school authorities, said days will only be made up if the District will lose state funding for failure to make them up or otherwise suffer consequences by State or federal authorities. It is understood that such hours shall be considered part of the regular school year and no employee shall receive additional compensation for those hours.
- E. No teacher attendance shall be required on Act of God hours which force the closing of schools. The use of Professional Development hours may be used to fulfill this requirement if both the BEA and administration agree and such use is lawful.
- F. Attendance at conferences for professional growth being encouraged, the Board will allow release time and reimbursement of expenses for approved conferences. Such conferences must have the approval of the Superintendent or their designee. Requests in writing with a copy of the general format of the conference must be submitted to the Superintendent, or their designate, through the building principals' office, at least one week in advance.
- G. A teacher will receive their bi-weekly pay following a schedule that will be developed and published prior to the start of the school year. The first payday will be by the second Friday after the opening of school.
- H. Individuals may be asked to participate in curriculum work outside the normal school year. They will be compensated at a rate according to Schedule B.

## ARTICLE V

### TEACHING ASSIGNMENTS

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#### A. Planning Time/Teaching Preps

- a. The Board will provide at least 210 minutes of planning each week for all elementary school teachers unless the week is shortened for holidays, breaks, or other reasons within the context of the contract and school calendar. Any exception to the elementary planning time due to extreme situations, including financial hardship will be allowed after options developed by the BEA, the teacher(s) involved and the administration are reviewed and discussed.
- b. No teacher in the Middle or High Schools shall be required to teach more than four preparations per day without mutual agreement of the teacher and Principal. The Principal will notify the Association President prior to entering an agreement with the teacher. If a mutual agreement cannot be reached, a meeting will occur with the teacher, building Principal, building representative, and Superintendent to attempt resolution before a grievance is filed. Seminar, Academic Enrichment, Free Voluntary Reading, and SPARC will not be considered a preparation.
- c. All Middle and High School teachers will have one full class period per day of prep regardless of schedule. Shared teachers will be classified according to the majority of time scheduled in each building. (e.g. If a teacher is scheduled to teach in the middle school 0.55 FTE, they will be entitled to middle school prep time.) Any exception to the middle school and high school planning time due to extreme situations, including financial hardship will be allowed after options developed by the BEA, the teacher(s) involved and the administration are reviewed and discussed.
- d. Teachers assigned online/virtual courses as part or all of their teaching load shall not have a teaching assignment that exceeds the limits outlined elsewhere in this contract (for example, Article VI, Section E)

B. Subject area for high school teachers (grades 9-12), subject area or grade level for middle school teachers (grades 6-8), and the term “upper elementary” (grades 4-5) or “lower elementary” (grades K-3) will be written on individual teacher contracts.

C. The teachers schedule will be tentatively completed before the conclusion of the current school year.

D. The counselor will not be given substitute-teaching assignments as part of their regular duties except in rare cases where classes would not otherwise be under the supervision of a certified substitute.

## ARTICLE VI

### TEACHING CONDITIONS

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- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. The primary duty of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. All teachers:
  - a. Shall be in their assigned building fifteen (15) minutes before the beginning of the first class period of the school day.
    - i. Middle School and High School teachers may leave 15 minutes after the last class period ends.
    - ii. Elementary School teachers may leave after the buses depart from the grounds.
  - b. Will have at least a thirty (30) minute duty free lunch period.
  - c. Share in the responsibility for student supervision while on the school grounds during their regular teaching assignments and are authorized to assist in student supervision on the school grounds or at any school function whether during their regular teaching assignment or otherwise.
  - d. Shall be expected to attend building or district meetings as necessary. Teachers will be given 24 hour notice, except in extreme emergencies. Only in extreme emergencies or by mutual agreement between the building administrators and teachers will meetings be longer than 60 minutes. The development and improvement of curriculum is part of the regular duties of all teachers and part of their professional responsibility. Teachers are expected to implement and assess the written curriculum adopted by Byron Area Schools.
  - e. Teachers are required to attend one open house each academic year.
- C. Elementary teachers:
  - a. May leave the building as soon as the building is cleared of students at the end of the day in “stay in days.”
  - b. Will supervise their students until they reach the cafeteria for lunch.
  - c. The length of the instructional day for elementary teachers shall be 9:00 a.m. until-4:00 p.m.
- D. Middle School/High School teachers:
  - a. The length of the instructional day for the high school and middle school teachers shall be from 7:30 a.m. until 2:30 p.m.
- E. Class Size/Student Assignments
  - a. Because pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made to bring class sizes to the following standards dictated by financial conditions of the school district, the building facilities available, and the best interest of the children.

## i. Elementary School

Grade Level	Maximum
Kindergarten	25
First	27
Second - Third	28
Fourth - Fifth	30
Specials	34
Band/Vocal	No Set Limit

1. In Elementary School classrooms, teachers who are assigned to classes which exceed the maximum class size, will receive an additional payment of \$60.00 per student, per marking period, as of the 4<sup>th</sup> week of each marking period.

## ii. Middle School and High School

1. In Middle School and High School classrooms, every effort will be made to enroll no more than 160 students per teacher, per day for a six (6) period Master Schedule (except in the areas of Music and Physical Education classes) within the facility structure of the District. The Board will make every effort to equalize secondary class sizes in content areas.

- iii. Any exception to the class size maximums due to extreme situations will be allowed after options developed by the BEA, the teacher involved and the administration are reviewed and discussed.

- b. In the event that the board establishes combination classes in the elementary the following shall apply:

Grades 1 - 2 - 3	24
Grade 3 - 4	25
Grade 4 - 5	27

- i. The principal will first seek volunteers to teach such classes. Teachers shall be consulted as to students to be enrolled in combination classes.

- F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board and the Association shall share responsibility for maintaining safe working conditions.

## **ARTICLE VII**

### **VACANCIES AND PROMOTIONS**

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- A. A “vacancy” is any bargaining unit position that is not currently filled by a bargaining unit member which the Board intends to fill. A permanent vacancy is a vacancy caused by a retirement, resignation, upheld or unchallenged termination or permanent transfer or unpaid leave during a school year involving a position which will need to be filled the following school year. All other vacancies are temporary.
  - a. A temporary vacancy may be filled by the employer in any manner.
  - b. A “permanent” vacancy will be posted within 10 (ten) calendar days of the date of the vacancy.
  - c. The process for filling vacancies will follow the Board of Education policy.
- B. Teachers who meet qualifications for vacancies may apply. All applicants will receive notice of the outcome, and may receive reasons for non-acceptance if requested by an applicant.

## ARTICLE VIII

### PAID LEAVES

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- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of an automated system they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event they are used as substitutes on a voluntary basis, said teachers shall be compensated per rate of pay listed on Schedule B.
  
- B. All regular teaching employees shall be entitled to thirteen (13) leave days annually. There is to be no distinction between sick and personal days, however, a teacher may be required to provide written notification from a doctor if more than three (3) consecutive leave days at one time are required or upon exhaustion of the 13 annual leave days. If all 13 leave days have been used, failure to provide medical documentation or evidence of extreme hardship may result in unpaid days. Exceptions shall require the approval of the superintendent. Leave days may only be used to extend breaks (e.g. Holiday Break, Spring Break, Thanksgiving Break, Paid Holidays and others) with the express written permission of the superintendent of schools.
  - a. Unused leave days will convert to sick days and may be accumulated to 150 days. Days accumulated over 120 days may only be used in the case of a serious health condition. The Board may request written notification from a doctor. The allowable number of days of leave for new teachers employed after the regular school year has started shall be reduced by one day per month or major fraction thereof for each month which has transpired prior to employment.
  - b. It is understood that current leave days will be used prior to using accumulated sick days for a long term absence except in the case of extended leave or family medical leave where up to three leave days may be retained for later use. The Board may request written notification from a doctor.
  
- C. Conditions for which leave may be used for employees qualifying for sick leave in “B” above.
  - a. Employee in no condition to report for duty because of illness or injury including pregnancy related disability.
  - b. Leave may be used in case of illness or injury in the immediate family up to ten (10) days per year.
  - c. Bereavement days – Employees will be provided funeral and bereavement leave days not deducted from leave accumulation as follows:
    - i. Bereavement in the immediate family: A maximum of five (5) days per occurrence will be allowed for funerals in the family. Family is defined as spouse/significant other/partner, child, stepchild, son in-law, daughter in-law, brother, stepbrother, sister, stepsister, brother in-law, sister in-law, mother, stepmother, father, stepfather, parent in-law, grandparents and grandchildren.
    - ii. One (1) bereavement day for a death in the non-immediate family:

- nephew/niece, aunt/uncle, first cousin, or a non-relative held in the same regard living in the household of the employee.
- iii. Bereavement pay will not be provided during vacation periods, Holiday Break, Spring Break, Thanksgiving Break, Paid Holidays and others
  - iv. Bereavement leave may be deferred to a time deemed more appropriate for the needs of the employee.
- D. Association Days: Up to three (6) days per year will be allowed for the BEA officers and designees, to conduct business for the Association. The delegate shall not be charged for the day(s) and the BEA will reimburse the District for substitute pay and the employee's retirement. Five (5) days notice must be provided to the Superintendent and building administrator prior to the absence.
- E. The Superintendent may use discretion in situations not specifically covered in the above.
- F. Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons:
- a. Absence when a teacher is called for jury service provided the teacher compensates the Board in the total amount paid for jury duty.
  - b. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any court proceeding as a witness.
  - c. Teachers that have been required to quarantine/"ordered not to work" and are still able to work synchronously or asynchronously from home
- ~~G.~~ Teachers who have accumulated more than 40 unused sick days at Byron Area Schools and desire to terminate their employment with the Byron School District shall be eligible for a lump-sum payment. A member who indicates in writing to the superintendent prior to April 1 their desire to terminate employment at the end of that school year will be paid \$50 per day with a cap of 150 days. Members who notify the superintendent after April 1st shall receive \$25 for each accumulated sick day with a cap of 150 days.
- H. CATASTROPHIC RESERVE: The Byron Education Association and the Byron Area Schools Board of Education established a voluntary reserve. The intent of the reserve is to maintain an employee's paid leave until long term disability insurance begins or to help maintain an employee's salary while tending to an immediate family member's needs in case of a catastrophic accident or illness for thirty (30) school days. The following terms and conditions shall apply.
- a. Because the term catastrophic is subjective, each situation will be dealt with on an individual basis.
  - b. Process:
    - i. For eligibility for the reserve, employees must first use all of their sick days and fill out a request for reserve days and submit it to the BEA President and Superintendent. See Appendix for the appropriate form.

- ii. The employee will submit rationale to the BEA catastrophic reserve committee for why the particular request is considered catastrophic and therefore their need to access the reserve.
- iii. The committee will make a recommendation to administration in regard to each employee that applies
- iv. Approval of usages lies with the district.
- c. Each employee may donate two (2) days per occurrence.
- d. Days will only be deducted from an employee's reserve if used by the person who submitted the request.
- e. Should the need arise, another request may be submitted to the BEA committee.



## ARTICLE IX

### UNPAID LEAVES OF ABSENCE

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A. Any teacher whose personal illness extends beyond the period compensated under Article 9 shall be granted a leave of absence without pay or fringe benefits, except as provided in section A of Article 9 for up to one calendar year and may request an additional one year at the termination of each year's leave. However, the Board will continue health insurance for teachers on sick leave of absence for the remainder of the school fiscal year (July 1 - June 30). Upon return from the leave, a teacher shall be assigned to the same position or a substantially equivalent position. If said leave is taken for a Family and Medical Leave Act (FMLA) qualifying purpose, the employee's FMLA entitlement shall run concurrent with said leave.

B. Leaves of absence of one (1) year without pay shall be granted upon application sixty (60) days prior to commencement of leave in accordance with Board Policy and State Law:

380.1235 Sabbatical leave (THE REVISED SCHOOL CODE (EXCERPT) Act 451 of 1976)

- a. After a teacher has been employed at least 7 consecutive years by the board of a school district, and at the end of each additional period of 7 or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement not to exceed 2 semesters at 1 time, if the teacher holds a permanent, life, or continuing certificate or is engaged in teaching in a college maintained by the board. During the sabbatical leave, the teacher shall be considered to be in the employ of the board, shall have a contract, and may be paid compensation as provided in the regulations of the board. The board shall not be liable for death or injuries sustained by the teacher while on sabbatical leave.
- b. A teacher shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan public school employee's retirement board.
- c. Upon return from a sabbatical leave a teacher shall be restored to the teacher's position held prior to sabbatical leave or to a position of like nature, seniority, status, and pay. The teacher shall be entitled to other benefits provided under regulations of the board.
- d. Notice of intent to return from sabbatical leaves shall be given sixty (60) days prior to the beginning of the semester when the teacher wishes to return to work.

C. Family and Medical Leave Act (FMLA):

- a. Leaves of absence of up to twelve (12) weeks without pay shall be granted to any eligible unit member for any of the following purposes:
  - i. the birth or placement for adoption or foster care of a child;
  - ii. the serious health condition of a family member;
  - iii. the employee's own serious health condition;
  - iv. the care of a child under age 18.
  - v. other reasons specified in the Act.
- b. Seniority shall continue to accrue during the leave up to 12 weeks.

- c. The employee may elect to use paid sick leave and personal leave and/or vacation leave, or any combination thereof, for all or part of the duration of the leave.
- d. The employer shall continue all health insurance benefits up to twelve (12) weeks during a family leave.
- e. A family leave may be taken on an intermittent or reduced schedule basis consistent with the Act and Board policy.
- f. A pregnant employee may commence the family leave before or after the birth of her child, at her option. The family leave is available to the employee at the termination of her disability benefits, at the option of the employee. The employee may terminate the leave any time after the birth of the child or in the event of the death of the child.
- g. Upon return from family leave, the employee shall be placed in the same position held immediately before the leave began. If the position no longer exists, employees shall be returned to equivalent positions for which they are qualified.
- h. A request for up to an additional year of leave can be made at the conclusion of the leave.

D. Military leaves of absence shall be granted to any tenured teacher who shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in a public office. They shall not receive credit toward annual salary increments. The teacher shall give sixty (60) days' notice prior to the beginning of the semester they wish to return.

## ARTICLE X

### INSURANCE PROTECTION

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The Board agrees to provide for the employee and their full family Health insurance with the employer paying 80% of the Health premium and the employee paying 20% of the premium.

Each employee can choose the Health insurance package, PAK A or PAK B.

A. PAK A

Health: MESSA ABC Plan 1  
 In-Network:  
 Deductible: \$1,400 Single Cov/\$2,800 2-Person & Family Cov  
 Copay: \$0/\$0/\$0  
 Coinsurance: 0%  
 3 Tier Mail Rx Coverage  
 Health Savings Account with Health Equity

Negotiated LTD: 66 2/3%  
 Max Benefit: \$6,000  
 Max Monthly Salary: \$9,000  
 60 Calendar Days Modified Fill  
 Alcohol/Drug: 2 Year Limitation  
 Mental/Nervous: Same as any other illness  
 Pre-Existing Conditions: Waived  
 Freeze of Offsets: Yes

Negotiated Life and AD&D: \$25,000

Vision Plan: VSP 2

Dental Plan: Class I: 100%  
 Class II: 60%  
 Class III: 60%  
 Class IV: 50%  
 Annual Max (Class I, II, and III): \$1,500  
 Lifetime Max (Class IV): \$1,500

B. PAK B

Negotiated LTD: Same as above

Negotiated Life and AD&D: \$30,000

Vision: VSP 3

Dental Plan: Same as above

- C. The Board shall provide an option in lieu of health benefits. The amount shall be \$115.00 per month the first year that the employee selects the option. For each subsequent year that the employee selects the option the amount shall increase by \$5.00 per month up to a maximum amount of \$140.00. The employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward a Board approved Tax-Deferred Annuity.

## **ARTICLE XI**

### **TEACHER EVALUATION**

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- A. Teachers will be evaluated on an annual basis according to the Board of Education Policy and following the process and timeline in the Administrative Guidelines.
- B. In the event that the teacher feels his/her evaluation was incomplete or unjust they may put their objections in writing and have them attached to the evaluation report placed in their personnel file. The written objections must be submitted within ten (10) days after receiving the written evaluation. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

## ARTICLE XII

### MENTOR TEACHERS

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- A. For the first three years of employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. Also during the first three years of employment in classroom teaching, a teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.
- B. Experienced teachers (those with at least two years of prior teaching experience) who are new to the district shall only receive one year of mentoring unless additional years are requested by administration. Teachers with one-year prior experience will have two years of mentoring.
- C. In the selection process, the following guidelines will be followed.
  - a. A mentor teacher will be one who has experience teaching in the area at least three (3) years and is willing to share those experiences. A mentor can be either a teacher presently on staff or a retired teacher with the required experience.
  - b. A mentor teacher will be one who chooses to be involved in the program of helping new teachers.
  - c. The building principal, with advice from the association, will make the final determination on mentor assignments from the candidates.
- D. All appointments as mentor teachers will be voluntary. Appointments will be for three (3) years (or one (1) year in the case of a previously experienced teacher) unless either party requests a change through their building principal.
- E. Mentor teachers will have a collaborative relationship with the probationary teacher.
- F. A mentor teacher can have up to two (2) probationary teachers if desired.
- G. Suggested standards for release time will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to a half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the mentor teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish that collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.

- H. Mentor teacher and probationary teacher shall meet, on a regular basis for at least 15 minutes, a minimum of 30 times during the first year and may include administrative meetings; 15 times the second year; and 15 times the third year. A written log of these meetings dates shall be kept on the appropriate form. Experienced teachers (as described in B) will meet with their mentor 15 times.

## **ARTICLE XIII**

### **PROTECTION OF TEACHERS**

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- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is determined that a particular pupil requires the attention of special counselor, social workers, law enforcement personnel, physicians or other professional persons, or whenever it is determined that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board, subject to state law and Board of Education Policy, will provide reasonable support to the teacher.
- B. Any case of assault upon a teacher in performance of duty shall be promptly reported to the building administrator. Following an investigation, the Board may provide legal counsel upon request to advise the teacher of their rights and obligations with respect to such assault and shall render reasonable assistance.
- C. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide legal counsel upon request to advise the teacher of their rights and obligations with respect to such action and shall render all reasonable assistance.
- D. The time lost by a teacher in connection with any job related incident will not lead to a reduction in pay and the absence will not be charged against them.
- E. Parental complaints directed toward a teacher, which reflects upon the teacher's professional standards of conduct, shall be called to the teacher's attention.
- F. The Board will adopt a discipline policy for the school system in consultation with the Principal's Advisory Committee which will contain sections governing the use of corporal punishment and suspension of students from class by a teacher.
- G. The Board will, in its discretion, consider reimbursement to teachers for the loss, damage, or destruction of personal property while on duty on an individual case basis.



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## ARTICLE XIV

### NEGOTIATION PROCEDURES

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- A. At least sixty (60) days prior to the expiration of this Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board; with respect to policies and procedures covered by this Agreement which are proper subjects under the law, for professional negotiations, the parties will undertake to cooperate in arranging meetings and otherwise constructively considering and resolving any negotiable matters during this sixty (60) day period and until a new agreement is reached.
- B. In negotiations neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- D. If counsel is to be used by either party in negotiations, said party will give five (5) days' notice prior to the meeting in which legal counsel is to be used. Meetings may be canceled by notification to the other party by the chairman of either negotiating committee. Negotiation meetings shall be closed to the press.
- E. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- F. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any succeeding Agreement covering the same school year as the teacher contracts.
- G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XV

### GRIEVANCE PROCEDURE

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- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters **SHALL NOT BE THE BASIS** of any grievance filed under the procedure outlines in this Article:
  - a. The termination of services of or failure to re-employ any teacher.
  - b. The termination of services or failure to re-employ any teacher to a position on the Schedule B.
  - c. Any matter involving teacher evaluation.
  - d. It is expressly understood that the grievance procedure shall not apply to those area in which the Tenure Act prescribes a procedure or authorizes a remedy.
  - e. Matters constituting prohibited or illegal bargaining subjects under Michigan law.
- B. The Association shall designate the building representative and an alternate per building to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at level one and the Superintendent or their designated representative to act at Level Two.
- C. The term “days” shall mean days in which school is in session or the Business Office is open during the summer.
- D. Written grievances citing the section or sub-sections of this contract alleged to have been violated must be submitted on the following form (BAS-GF-1).
- E. Levels:
  - a. Level One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days after its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the situation. The teacher shall identify the discussion as involving a grievance issue. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.
  - b. Level Two: A copy of the written grievance shall be filed with the Superintendent or their 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 written Level Two grievance, the Superintendent or their 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 their designated agent shall render their 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 their office.
    - i. 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 may appeal same to the

- Board of Education by filing a 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 meeting not less than five (5) days prior to the next regular Board meeting scheduled at least ten (10) days after receipt of the superintendent's answer.
- c. 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 10 days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to 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 10 days after the initial hearing.
    - i. 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.
  - d. Level Four: Individual teachers shall not have the right to process a grievance at Level Four.
    - i. 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, in writing, request the appointment of an arbitrator to hear the grievance. If both parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.
    - ii. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
    - iii. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; and any lawful decision of the arbitrator shall be forthwith placed into effect.
    - iv. The arbitrator:
      - (ii) Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
      - (iii) Shall have no power to establish salary scales or to change any salary.
      - (iv) Shall have no power to change any practice, policy or rule of the Board provided the same be reasonable and not in violation of this agreement.
      - (v) 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.
      - (vi) Shall not hear any grievance previously barred from the scope of the grievance procedure.
  - e. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.
  - f. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost of representation including any expense of witnesses.
    - i. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to institute a grievance within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of their

employment), all further proceedings on a previously instituted grievance shall be barred.

- ii. The Association shall have no right to initiate a grievance involving a teacher or group of teachers without their or their express approval. The Association may file grievance(s) as representative of its entire membership when it may create a precedent for future members.
- iii. All preparation, filing, presentation or consideration of grievances prior to arbitration shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.
- iv. Where no monetary 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.
- v. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

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## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

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- A. The Association shall deal with ethical problems arising under the code of ethics of the education profession in accordance with the terms thereof and the Board recognizes that the code of ethics of the education profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- C. Approved minutes of Board of Education meetings will be provided to the President of the Association.
- D. The Association agrees to cooperate with and assist the Board of Education and its representatives in maintaining compliance with the provisions of the Agreement.
- E. Upon written authorization of the teacher, insurance premiums and direct deposits shall be deducted upon such conditions as the Association and Board shall establish.
- F. Part-Time Positions
  - a. Teachers who work less than 50% of a teaching assignment shall receive prorated salary, planning time and leave days and are ineligible for insurance benefits. Teachers who teach at least 50% of a teaching assignment shall receive prorated salary, prorated leave days, prorated insurance, and compensation for planning time.
  - b. Teachers shall attend parent-teacher conferences, professional development, staff meetings scheduled in accordance with this Agreement, and additional work days scheduled for preparation and/or evaluation.
- G. Teachers may elect to have payroll deductions for a tax-sheltered program.

## ARTICLE XVII

### SENIORITY

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- A. The Board of Education shall develop, following consultation of the Building and Superintendents Advisory Committees, the education programs and services for the forthcoming year, however, it is specifically recognized that it is within the sole discretion of the Board to reduce its educational programs, curriculum, and staff and that the procedures set forth in Board Policy and Guidelines shall be used in laying off teaching staff.
- B. At the beginning of each year, the Board of Education will update the seniority list and provide a copy of it to the BEA for their review prior to the end of the first semester.
- C. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as they may have had under this agreement prior to such transfer to supervisory or administrative status.
- D. Seniority shall be defined as the amount of time an individual is continuously employed under the contract as a certified teacher within the school district, from the employee's last date of hire, subject to the following provisions:
  - a. Seniority shall accrue while on approved leaves.
  - b. Seniority starts with the date a teacher starts teaching for the district under contract.
    - i. The teacher will become a member of the bargaining unit after proper employment paperwork is submitted to the Business Office.
    - ii. Other substitute teachers cannot gain seniority and shall not be considered members of the bargaining unit.
  - c. If a teacher terminates their employment or refuses employment they lose any accumulated seniority.
  - d. Those people hired for a full year and filling a position for less than a full school year will be granted a full year of seniority credit.
  - e. A one (1) semester position will count as one-half (1/2) year of seniority.
  - f. Drawing date for seniority position will be held the 4th week of school.
  - g. In case of layoff, teachers so affected shall retain all seniority accumulated to the layoff date. Layoff shall not cause a break in seniority. Seniority credit will not be given for time during layoff.
  - h. For layoff purposes, in the case all other factors are equal and seniority is used, the teacher with the most years total teaching experience may be considered. This shall include substituting within the Byron District in one position for more than 95 days.

**ARTICLE XVIII**

**CONTRACT MAINTENANCE AGREEMENT**

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The Association and the Board agree they will meet at the request of either party to discuss contract matters. The meetings will be co-chaired by the Association chief negotiator and the Superintendent. At least one week in advance of the meeting the co-chairs will develop an agenda. Attendance at the meeting may consist of the three building representatives of the Association, the Superintendent, and two other Board representatives. These meetings are not intended to serve to bypass the grievance procedure, nor to extend the timelines for the filing of a grievance. In the event the parties mutually agree to alter an existing condition of the contract, established procedure, or negotiate new provisions into the agreement, the amendments and/or the additions will be subject to the parties' ratification procedure.

**ARTICLE XIX**

**EMERGENCY FINANCIAL MANAGER**

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An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

The Emergency Financial Manager is included in this agreement because it is required by State law. The parties do not agree to this provision and recognize the State's authority to require it.



**ARTICLE XX****DURATION OF AGREEMENT**  
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This Agreement shall be effective from July 1, 2022 through June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this contract is subject to reopening, unless outlined within this document or by consent of both parties.

**BOARD OF EDUCATION**\_\_\_\_\_  
DATE\_\_\_\_\_  
BY PRESIDENT\_\_\_\_\_  
BY SECRETARY**BYRON EDUCATION ASSOCIATION**\_\_\_\_\_  
DATE\_\_\_\_\_  
PRESIDENT\_\_\_\_\_  
SECRETARY

**2022-2023**

Teachers on steps: Receive 1 step for 2022-2023

Step 13: 2% off schedule payment to be paid in 1 lump sum on the first pay in November 2022

**2023-2024**

Teachers on steps: Receive one step for 2023-2024

1% off schedule payment to teachers on step 13 if the fund balance is below 6% as of June 2023 - to be paid the first pay in November 2023.

1% increase to Salary schedule A for all teachers if the fund balance is at or above 6% as of June 2023.

<b>2022-23 SALARY SCHEDULE A</b>					
<b>STEP</b>	<b>INDEX</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+</b>
1		\$38,813	\$39,589	\$43,083	\$43,833
2	1.040	\$40,366	\$41,173	\$44,806	\$45,556
3	1.041	\$42,021	\$42,861	\$46,643	\$47,393
4	1.042	\$43,785	\$44,661	\$48,602	\$49,352
5	1.043	\$45,668	\$46,582	\$50,692	\$51,442
6	1.044	\$47,678	\$48,631	\$52,922	\$53,672
7	1.045	\$49,823	\$50,820	\$55,304	\$56,054
8	1.046	\$52,115	\$53,157	\$57,848	\$58,598
9	1.047	\$54,564	\$55,656	\$60,567	\$61,317
10	1.048	\$57,184	\$58,327	\$63,474	\$64,224
11	1.049	\$59,986	\$61,185	\$66,584	\$67,334
12	1.050	\$62,985	\$64,244	\$69,913	\$70,663
13	1.051	\$66,197	\$67,520	\$73,479	\$74,229
<b>**MA+ is not based on the factor. MA+ is \$750 added to MA schedule.</b>					

<b>2023-24 SALARY SCHEDULE A*</b>					
<b>STEP</b>	<b>INDEX</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+</b>
1		\$39,201	\$39,985	\$43,514	\$44,271
2	1.040	\$40,770	\$41,585	\$45,254	\$46,012
3	1.041	\$42,441	\$43,290	\$47,109	\$47,867
4	1.042	\$44,223	\$45,108	\$49,088	\$49,846
5	1.043	\$46,125	\$47,048	\$51,199	\$51,956
6	1.044	\$48,155	\$49,117	\$53,451	\$54,209
7	1.045	\$50,321	\$51,328	\$55,857	\$56,615
8	1.046	\$52,636	\$53,689	\$58,426	\$59,184
9	1.047	\$55,110	\$56,213	\$61,173	\$61,930
10	1.048	\$57,756	\$58,910	\$64,109	\$64,866
11	1.049	\$60,586	\$61,797	\$67,250	\$68,007
12	1.050	\$63,615	\$64,886	\$70,612	\$71,370
13	1.051	\$66,859	\$68,195	\$74,214	\$74,971
<b>MA+ is not based on the factor. MA+ is \$750 added to MA schedule.</b>					

\* Salary schedule change if fund balance is at or above 6% at the end of the 2022-2023 school year

## SCHEDULE A – PROVISIONS

- A. Teachers may be allowed previous experience up to a maximum of seven (7) years.
- B. One-year experience will be allowed for service in the Armed Forces, however service experience will be credited only if the teacher was a fully qualified full-time teacher in Michigan at the time of induction.
- C. One semester or more of past experience may be credited as a full year.
- D. A degree or credit level change earned during the current contract year will be credited for the following semester, provided that an official transcript of work completed, is submitted within thirty (30) days after the beginning of the semester for work at a State approved accredited university/college, completed prior to the beginning of said semester.
- E. Credit earned prior to a teacher being hired may or may not be given credit for advanced work based on the class work or degree being linked to the teacher's area of responsibility and the academic status of the granting university. Exception can be made for other graduate courses if taken with the Superintendent's prior approval.
- F. Any teacher who chooses to pursue additional certification that is beneficial to the district, upon the approval of their principal and superintendent prior to enrolling, will be reimbursed for the cost of tuition and materials required to achieve the certification. The teacher is expected to pay for the cost of certification testing. Teachers will be expected to be continuously employed by the district for a period of three (3) years afterward. Teachers who leave before that time period will reimburse the district on a prorated basis.
- G. Vocational education teachers who meet the Michigan Department of Education Certification standards shall be placed on the BA-BS or higher level depending on years of classroom teaching experience.
- H. The five State mandated professional development days are listed in the calendar. A day refers to the normal number of hours in a contracted teaching day. In the event a staff member is absent from a mandated professional development day the same procedure will be followed as any other required school day for leave days.
- I. After the completion of thirteen (13) years of service to the Byron Area Schools as a regularly employed teacher within the bargaining unit, employees will be eligible for longevity pay in accordance with the following schedule:
 

13-19 Years	\$1,750.00
20+ Years	\$2,000.00
- J. The use of the term days in this contract shall refer to calendar days. (Excluding the Grievance Procedure in Article XVI, which has specific language to follow referring to days.)

## SCHEDULE B

Athletic Director	10.0%	Head Volleyball	10.0%
Head Football	10.0%	J.V. Volleyball	6.0%
Varsity Assistants	7.0%	Freshman Volleyball	5.0% **
J.V. Football	6.0%	7th grade Volleyball	4.0% *
J.V. Assistant (2)	5.0%	8th grade Volleyball	4.0% *
Freshman Football	5.0%	Varsity soccer, boys	10.0%
Head Basketball	10.0%	Varsity soccer, girls	10.0%
J.V. Basketball	6.0%	J.V. Soccer	6.0%
Freshman Basketball	4.0% **	Football Cheerleading	5.0%
7th grade Basketball	4.0% *	Basketball Cheerleading	5.0%
8th grade basketball	4.0% *	Wrestling	10.0%
Head Track, boys	10%	Assistant Wrestling	5.0%
Head track, girls	10%	M.S. Wrestling	4.0% *
Assistant track <i>(required when &gt; 40 athletes)</i>	5%	Coed Varsity Bowling	10.0%
M.S. Track, boys	4.0% *	Band Director	12.0%
M.S. Track, girls	4.0% *	Assistant Band Director	7.0%
Head Cross Country	10%	M.S. F.F.A.	6.0%
Head Baseball	10%	H.S. FFA	27%
J.V. Baseball	6.0%	Senior Class	2.5%
M.S. Baseball	4.0% *	Junior Class (2 positions)	3% (each)
Head Golf, boys	5%	Sophomore Class	1.5%
Head golf, girls	5%	Freshman Class	1.5%
Head Softball	10%	Yearbook	2.5%
J.V. Softball	6.0%	M.S. Yearbook	1.5%
M.S. Softball	4.0% *	Fine Arts Enrichment	2.5%

Drama Club	4.0%	M.S. Student Council	2.0%
Safety Patrol	2.0%	Elementary student council	2.5% (total)
N.H.S.	2.0%	Work Experience Program	2.0%
H.S. Student Council	2.5%		

\* = grandfather people already at 5.0%

\*\* = grandfather people already at 5.5%

Extra teacher support \$12.75  
(Example: Noon Supervision, Parking Lot Supervision)

The following flat rate listings will increase by the same percentage increase as Schedule A, starting with the 2003-2004 school year:

	<b>2022-23</b>	<b>2023-2024</b> (if 1% is on schedule)
Regular Teachers subbing in classrooms	\$28.84	\$29.13
Adult Education Teacher	\$20.76	\$20.97
Drivers Education	\$26.48	\$26.74
Testing Coordinators	\$26.48	\$26.74
Summer School	\$26.48	\$26.74
Circle Group Chair	\$26.48	\$26.74
Curriculum Council Members	\$26.48	\$26.74
School Improvement Team Member	\$26.48	\$26.74
Saturday Detention/After School Detention	\$26.48	\$26.74
Homebound Teacher/Tutor	\$26.48	\$26.74
Website Management	\$26.48	\$26.74
Mentor Teacher	\$691.32 1 <sup>st</sup> year \$346.68 2 <sup>nd</sup> year \$346.68 3 <sup>rd</sup> year	\$698.23 1st year \$350.15 2nd year \$350.15 3rd year

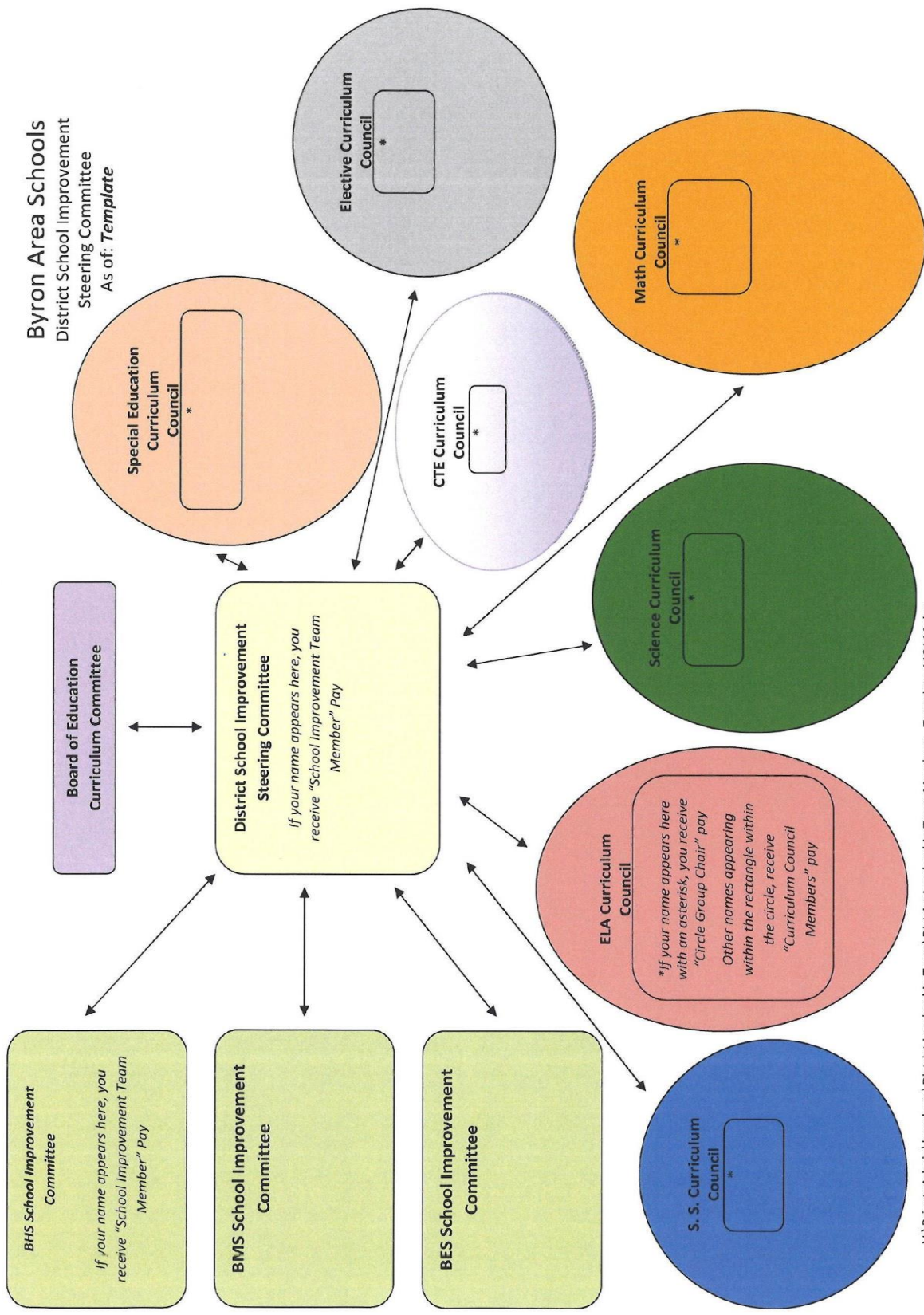
\*\*New teacher mentor paid at the level of mentee's years of probation (1-3 years).

\*\*Experienced teacher mentor paid at 2nd/3rd year rate.

Homecoming Coordinator	\$202.49	\$204.51
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## **SCHEDULE B - PROVISIONS**

- A. Once it has been determined that a new Schedule B assignment will be added by the Board of Education, The President of the BEA and Superintendent or representative of the Board will confer on remuneration before such position is presented to the Board of Education for approval and the position becomes part of Schedule B.
- B. To determine the pay for a Schedule B assignment the percentage for the position will be applied to the BA column of the salary schedule.
- C. The horizontal step will correspond to the number of years of experience in that particular area. A season's experience in any particular area will count as a step no matter what the title on the job on Schedule B. For example, J.V. Football experience would count as experience when appointed to head football.
- D. In the event that a coach coaches more than one season of a particular sport in one school year, he shall receive credit for each season of experience in that sport.
- E. In the event that outside personnel may be hired the percentage of pay will be no more than the B.A./B.S. scale.
- F. When filling a vacancy in Schedule B, if a member(s) of the bargaining unit's qualifications are superior or equal to outside personnel, priority will be given to the member of the bargaining unit.
- G. Academic Enrichment/Fine Arts general guidelines:
  - a. A pre-approved program that would involve students in academic pursuits primarily outside the regular classroom.
  - b. The program would be long-term in nature meeting a minimum of 18 times for the length of the program, or duration of one school year. Costs such as: materials, entrance fees and travel costs would have to be pre-approved.
  - c. The program would be under the guidance of the building administrator.
  - d. Examples of such programs would be Odyssey of the Mind, Science Olympiad, Quiz Bowl, etc.
  - e. See form BAS-AE-1 (Academic Enrichment Program Proposal)



\* = Content Area Curriculum Council Chair

<b>Byron Area Schools</b> <b>2022-23 Academic Calendar</b>	
Monday, August 15, 2022	Professional Development Day (New Staff/Mentors Only)
Tuesday, August 16, 2022	Professional Development Day (Staff Only)
Tuesday, August 16, 2022	Open House 5:00 - 7:00 pm (All buildings)
Thursday, August 18, 2022	First Day of Classes for Students
Friday, September 2, 2022	Labor Day Recess (No School)
Monday, September 5, 2022	Labor Day (No School)
Wednesday, September 14, 2022	Virtual Half Day in AM (for students)/Professional development PM (Staff only)
Tuesday, October 11, 2022	Virtual Half Day in AM (for students)
Tuesday, October 11, 2022	Parent Teacher Conferences 3:00 - 6:00 pm (all buildings)
Wednesday, October 12, 2022	MS/HS Parent Teacher Conferences 4:00 - 7:00 pm
Thursday, October 13, 2022	Elementary Parent Teacher Conferences 5:00 - 8:00 pm
Friday, October 21, 2022	End of 1st Marking Period
Wednesday, November 2, 2022	Virtual Half Day in AM (for students)
Wednesday, November 23, 2022	Thanksgiving Recess (No School)
Thursday, November 24, 2022	Happy Thanksgiving (No School)
Friday, November 25, 2022	Thanksgiving Recess (No School)
Wednesday, November 30, 2022	Virtual Half Day in AM (for students)/Professional development PM (Staff only)
Wednesday, December 14, 2022	Virtual Half Day in AM (for students)/Professional development PM (Staff only)
Thursday, December 22, 2022	Winter Vacation Begins (No School)
Tuesday, January 3, 2023	Winter Vacation Ends (No School)
Wednesday, January 4, 2023	Classes Resume (All Students)
Thursday, January 12, 2023	Half Day in AM
Friday, January 13, 2023	Half Day in AM/End of 2 <sup>nd</sup> Marking Period / End of 1 <sup>st</sup> Semester
Monday, January 16, 2023	Professional Development Day (Staff Only)
Wednesday, January 25, 2023	Virtual Half Day in AM (for students)
Wednesday, February 15, 2023	Virtual Half Day in AM (for students)
Monday, February 20, 2023	President's Day (No School)
Wednesday, March 8, 2023	Virtual Half Day in AM (for students)/Professional development PM (Staff only)
Friday, March 24, 2023	End of 3 <sup>rd</sup> Marking Period
Monday, March 27, 2023	Spring Break Begins (No School)
Monday, April 3, 2023	Classes Resume (All Students)
Friday, April 7, 2023	Good Friday (No School)
Wednesday, April 19, 2023	Virtual Half Day in AM - This day may become a full or in-person day if time needs to be made up
Wednesday, May 3, 2023	Virtual Half Day in AM - This day may become a full or in-person day if time needs to be made up
Sunday, May 21, 2023	High School Graduation 2 pm (tentative)
Thursday, May 25, 2023	Half Day in AM
Friday, May 26, 2023	Half Day in AM/End of 4th Marking Period/End of 2nd Semester

\*Staff who do not attend the August 15th PD day will be responsible for 1 Professional Development day on their own.

\*2023/24 Calendar will be developed by the end of the 2022/2023 school year

\*Teachers will report for a full day on all virtual half days.



**GRIEVANCE FORM  
(BAS-GF-1)**

Grievance #: \_\_\_\_\_ School: \_\_\_\_\_

Employee: \_\_\_\_\_ Building: \_\_\_\_\_

Position/Job: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Distribution: ☐ Superintendent ☐ Association ☐ Supervisor ☐ Grievant

1. Date incident occurred: \_\_\_\_\_

2. Specific article/law/rule/regulation violated: \_\_\_\_\_

3. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Remedy requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Disposition: management: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of principal/supervisor\_\_\_\_\_  
Date

6. Disposition: grievant/association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature: grievant\_\_\_\_\_  
Date\_\_\_\_\_  
Signature: association rep.\_\_\_\_\_  
Date

**MENTOR TEACHER/PROBATIONARY TEACHER MEETING LOG (BAS-MT-1)**

First Year - Minimum of 30 meetings

<b>DATE OF MEETING</b>	<b>TOPIC COVERED</b>	<b>Mentor Teacher (Signature &amp; Printed Name)</b>	<b>Probationary Teacher (Signature &amp; Printed Name)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			

**MENTOR TEACHER/PROBATIONARY TEACHER  
MEETING LOG  
(BAS-MT-2)**

Second Year - Minimum of 15 meetings

<b>DATE OF MEETING</b>	<b>TOPIC COVERED</b>	<b>Mentor Teacher (Signature &amp; Printed Name)</b>	<b>Probationary Teacher (Signature &amp; Printed Name)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

**MENTOR TEACHER/PROBATIONARY TEACHER  
MEETING LOG  
(BAS-MT-3)**

Third Year - Minimum of 15 meetings

<b>DATE OF MEETING</b>	<b>TOPIC COVERED</b>	<b>Mentor Teacher (Signature &amp; Printed Name)</b>	<b>Probationary Teacher (Signature &amp; Printed Name)</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

**CREDIT APPROVAL FORM**  
**(For Masters Degree and 30 Hours)**  
**(BAS-MA & 30)**

Teachers Name: \_\_\_\_\_

Course Title: \_\_\_\_\_

Academic Institution: \_\_\_\_\_

Date Course Is Offered: \_\_\_\_\_

How will this course enhance your job performance?

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\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

## ACADEMIC ENRICHMENT/FINE ARTS PROGRAM PROPOSAL (BAS-AE-1)

Program Title: \_\_\_\_\_

Building: \_\_\_\_\_

Description of program and how it relates to the guidelines on page 47 in the current contract:

[illegible]

\_\_\_\_\_/\_\_\_\_\_  
Teacher's Signature                      Date

\_\_\_\_\_/\_\_\_\_\_  
Building Administrator's Signature      Date

**REQUEST FOR CATASTROPHIC RESERVE DAYS  
(BAS-SB-1)**

Date: \_\_\_\_\_

Employee Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work Location:

- ☐ High School
- ☐ Middle School
- ☐ Elementary School

Requested number of days: \_\_\_\_\_

Rationale for request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(You may use back of form for further information)

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(For Office Use Only)

Association

Byron EA President \_\_\_\_\_

Date \_\_\_\_\_

District

Superintendent \_\_\_\_\_

Date \_\_\_\_\_