

# ***CONTRACTUAL AGREEMENT***

**Byron Center Education Association  
*KCEA/MEA/NEA*  
and the  
Board of Education  
Byron Center Public Schools**

**2015 ~ 2016**



**Byron Center Public Schools**

*"Opening the Doors of Tomorrow for Students Today"*

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# ARTICLE I

## Recognition

### A. Bargaining Unit Defined

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, speech therapists, and teacher counselors for the mentally and physically handicapped, social workers and school psychologists, but excluding supervisory and executive personnel, office and clerical employees, custodians, bus drivers, cafeteria workers, aides, paraprofessionals and per diem substitutes. The term "teaching Staff", when used hereinafter in this Agreement, shall refer to all employees who have tenure eligibility. The term "ancillary staff" when used hereinafter in the Agreement shall refer to social workers, speech pathologists, school psychiatrist and occupational therapists.

### B. Exclusive Right

The Board agrees not to negotiate with any teachers' 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 intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given opportunity to be present at such adjustment.

### C. Save Harmless

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, as its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association;
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the Board's compliance with this Article, but does not include any liability for unemployment compensation.

D. Teacher Rights By Law

Nothing contained herein shall be construed to deny or restrict to any teacher rights he-she may have under the Revised School Code Law or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.



## ARTICLE II

### Teacher Rights

#### A. Right to Union Activities

Pursuant to PERA, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### B. State Assistance

The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

#### C. Information

The Board agrees to furnish on request to local school district personnel all available information concerning the financial resources of the district and tentative budgetary requirements and allocations so that the teachers can pursue intelligent planning of programs.

#### D. Use of Building

Using school facilities for reason other than work related shall follow the district facility use policy.

#### E. Transacting Association Business

Duly authorized representatives of the Association shall be permitted to transact local school district personnel Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

F. Use of Equipment

The local school district personnel shall have the right to use school facilities and equipment at reasonable times and for reasonable purposes when such equipment is not otherwise in use. The local school district personnel shall pay for the reasonable cost of all materials and supplies incidental to use.

G. Posting and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail service, electronic communication and teacher mailboxes for communications to teachers. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association when on or off school premises.

H. Notice of Policy Changes

The Board shall inform the Association of any revisions in educational policy, proposed or under consideration, which affects working conditions. The Association shall be given the opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication. A copy of Board minutes is to be given the President of the Association.

## ARTICLE III Board Rights

### A. Source of Rights

There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly, and in specific terms, limited by the provisions of this Agreement. It is further recognized by the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff. It is agreed that the Board retains the responsibilities for establishing and equitably enforcing reasonable rules and rights including, but not limited to, the rights:

#### 1. Executive Management and Administrative Control

To the executive management and administrative control of the school system and its properties and facilities, and the duties of its employees.

#### 2. Hiring of Employees

To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment.

#### 3. Establishment of Grades and Courses of Instruction

To establish grades and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

#### 4. Means and Methods of Instruction

To decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, the use of teaching aids of every kind and nature, after discussion.

#### 5. Reasonable Rules and Personnel Policies

It is agreed that the Board retains the right among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions, which are not inconsistent with the provisions of this agreement or violation of the law.

6. Contracting or Sub-contracting

The employer shall not contract or sub-contract any work that is normally performed by the Association that would cause a reduction of a member's regularly scheduled work hours. The employer retains the right to contract or sub-contract work which cannot be performed during the regular work schedule or for which equipment and/or material is unavailable to attain the desired quality.

# ARTICLE IV

## Professional Compensation

**Salary:** *Per the Settlement Agreement all staff will receive a single step increase and an increase of .75% on the base of Schedule A and a .25% off schedule for the 2015-2016 school year. The .25% off schedule payment will be made at the last pay period of 2015.*

*In addition, any BCEA staff member who receives an effective or highly effective rating for the 2015-2016, will receive a \$50 merit payment. This payment will be applied at the last pay period of the June 2016.*

**Benefits:** *Per the Settlement Agreement all medical benefits will be capped at \$16,342.66 for full family, \$12,531.75 for two person and \$5,992.30 for single subscriber for the 2015-2016 school year. The district will offer the current MESSA Choices II benefits: \$100/200 deductible, \$10.00 office co-pay, \$25.00 Urgent Care/\$50.00 Emergency room and Rx Saver and the MESSA ABC plan. Those receiving cash in lieu will receive it at a rate of \$5,860.00.*

### A. Salaries

1. Salaries of teachers covered by this Agreement are set forth in Schedules A and B (athletic and academics) which are attached and incorporated in this Agreement.

### 2. Additional Professional Compensation

The salary schedule is based upon a normal weekly teaching load as herein defined in Article VI. For extra work, teachers shall be entitled to appropriate additional professional compensation. (See Academic and Athletic Schedules). Any teacher with an academic or athletic schedule assignment who withholds services required of the position shall not be entitled to retroactive pay for the period such service was withheld.

### 3. Negotiations and Grievance Release Time

Grievances shall be handled outside a teacher's teaching responsibilities. Teachers may, however, use their non-classroom time to handle or resolve grievances. A teacher(s) may be released from their teaching duties if the parties schedule an arbitration hearing during the school day.

4. Pay Schedule Options

Teachers shall have the option of receiving their annual salary on the basis of either 21 or 26 bi-weekly paychecks.

B. Insurance Protection

1. Vision/Dental

a. Vision Plan – The Board shall provide VSP Gold vision insurance for each member taking Medicare coverage and his/her family and sponsored dependents.

b. Dental Plan – The Board shall provide Delta Dental 100/90/90/80 insurance for each member taking medical coverage and his/her family and sponsored dependents. Lifetime orthodontic care is set at \$2000.

2. Cash Option

Notwithstanding any other provision of the contract to the contrary, the employer shall provide a cash option in lieu of health benefits. The cash amount is set at \$5,860.00. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided by MESSA OptionAll. The employer shall enter into a MESSA OptionAll Administrative Services Contract.

3. Long Term Disability Insurance

The school district will provide MESSA Long Term Disability insurance, Plan 1, beginning with the 120<sup>th</sup> day, to all full time members of the bargaining unit for the duration of this agreement with a \$5,000.00 monthly maximum.

4. Term Life Insurance

The school district shall provide \$20,000 term life insurance with AD & D for all full time teachers.

5. Information

Each employee shall provide all information necessary for the determination of coverage to be paid by the Board under the Article.

6. Death of a Member

In the event a bargaining unit member dies during the school year, providing policy permits continued dependent coverage as defined by MESSA, the employer shall continue payments of the applicable premiums for ninety (90) calendar days. If the bargaining unit member dies after the completion of the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Employer shall continue payments of the applicable premiums for ninety (90) calendar days.

7. Part Time Employees

For part time employees, the following shall apply:

- a. The Board payment for MESSA Choices II or options shall be pro-rated as per the percentage of work as indicated by contract.
- b. The Board shall provide pro-rated Board paid Delta Dental Insurance or equivalent as per Article IV, B-1, page 7, (as per Delta eligibility standards—currently one-half time or more.)
- c. The Board shall provide pro-rated Board paid LTD as per B-3 p.8, for those employees meeting MESSA eligibility standards (currently one-half time or more).
- d. The Board shall provide pro-rated Board paid VSP Gold Vision Insurance or equivalent as per B-1 page 7. For those employees meeting VSP Gold eligibility standards (currently one-half time or more).

# ARTICLE V

## Working Hours

### A. Day Defined

The full time teaching day shall not exceed a seven and one-half hour day of which no more than six hours can be instructional. Additionally, the teacher's day shall not start before 7:30 a.m. nor extend beyond 4:00 p.m. with the exception of up to 26 PLC / staff meetings per year. I.E.P.C. meetings and Parent Teacher Conferences are excluded from these limits.

- Exception to the start and end time will be made in the case of classes starting one hour before and extending one hour beyond the normal day. Volunteers to fill such positions shall be solicited first before assigning any non-volunteers. No teacher will be required to teach in such assignments for more than two consecutive years and no more than two out of every four years except when they request in writing.
- Teaching assignments for any classes that begin later than one hour after school would be filled with volunteers from the teaching staff.
- Staff and Professional Development (PD) meeting times will be developed through the building School Improvement teams and approved by majority vote in each building.
- Teachers who teach either of these early morning or late afternoon classes shall have their contractual time shortened in the opposite part of the day by the same amount of time that they extended beyond normal contractual times.

### B. Lunch Period

All teachers shall be entitled to a duty free lunch period of one-half hour minimum unless emergency situations or problems connected with inclement weather dictate otherwise.

### C. Chaperones

The building principal working with the building representative shall attempt to provide an adequate number of teacher chaperones for student buses, student dances, student productions, class parties, or any other function involving students where teacher supervision is desirable.



D. Elementary Preparation Time

The Board shall provide a minimum of 180 minutes per five-day week of preparation time for each elementary teacher. Special circumstances that alter this schedule will not exceed two (2) times per year, per teacher. Preparation time for part-time elementary teachers shall be pro-rated on the basis of this allotment. 30 minute lunches, recesses and before and after school time shall not count as part of this time.

E. Elementary Breaks

Normally, elementary teachers shall have fifteen (15) minute break periods in the morning and afternoon unless the teacher is assigned supervision on a rotating basis among classroom teachers for recess duty. The specialists will implement a schedule, which will not violate other contract provisions and will not have additional economic impact but will attempt to give each elementary teacher a fifteen (15) minute break period each day.

F. "Snow Days"

With the exception of the number of days provided by the State, scheduled days of student instruction which are not held because of conditions not within the control of school authorities (such as inclement weather, fire, epidemics, mechanical break downs, or health conditions as defined by the city, county, or state health authorities) will be rescheduled during the school year, or when needed at the end of the school year to insure that the number of instructional days as negotiated between the board and the association, minus the number of days that are not required by law to be rescheduled are met.

G. Work Year

***The agreed upon calendar for 2015-2016 shall be attached in the appendix and constitute the teacher's contractual work year. It is also agreed that beginning in the 2016-2017 school year, there will be 180 student days and 185 teacher days.***

Meetings will be scheduled in February with the goal of finalizing the calendar by Spring Break. The calendar will follow the county calendar to the best of our abilities.

# ARTICLE VI

## Teaching Loads and Assignments

### A. Weekly Assignments and Changes

The normal full-time teaching load in the High School and Middle School will be teaching 25 teaching periods and 5 unassigned preparation periods.

1. An alternate full-time teaching load in the High School may be 15 teaching periods, of which two or three, if an alternating eight-block schedule is used, will be student work periods called "seminar" that do not require teachers to prepare academic lessons and correct assignments; teachers may be required to prepare and teach "mentorship" lessons and assess whether students have met minimum requirements for receiving credit in "seminar", and 5 unassigned preparation periods
  - a. The Board may require up to 1/6th of the High School faculty to teach 6 classes without teaching a seminar in any semester. No teacher shall teach in such an assignment for two consecutive years excepting when they request it in writing.
  - b. In the event that a teacher agrees to teach six teaching periods, one seminar, and one preparation the additional teaching period shall be compensated at 1/12 of their teaching pay per semester.
2. An alternate teaching schedule in the Middle School shall be twenty five teaching periods, and five individual prep periods, and five team prep periods.

Teachers will have a minimum of fifty-five minutes of preparation time each day. If the schedule does not provide this minimum the teacher shall be compensated on a pro rata basis.

3. Definition of Intermediate Grades 5/6 - Until such time as a letter of agreement can be completed which accurately defines the nature of the school day, class size and case load limits, Intermediate Grades 5/6 school shall for purposes of this agreement be considered a middle school.

## B. Class Size Limits

1. With the exception of instrumental and vocal music, physical education, seminar and study hall, it is agreed that:
  - a. Class size will be limited to 23 students in Developmental Kindergarten, 26 students in Kindergarten, 27 students in 1<sup>st</sup> -2<sup>nd</sup> grades, 29 students in 3<sup>rd</sup> -4<sup>th</sup> grades and 30 in 5<sup>th</sup> – 12<sup>th</sup> grades, subject to "d" below.
  - b. When all classroom sections of a K-2 grade level reach 25 students or grade levels 3 and 4 reach 27 students between the end of the current school year and two weeks (10 school days) prior to the next school year, a new teacher (not long term or temporary employee) will be hired. The principal will perform due diligence to determine the numbers as soon as possible prior to August 15. After the grace period grace period of two (2) weeks, beginning on the first day of school, the remedies for overage will take effect as in Article VI E. 1. f. A probationary teacher will be not be required to take the overage
  - c. Should an every other day (A/B) schedule be in place for a teacher of grades 5-12, including elective/exploratory teachers not exempted in Article VI, Section E, item 1, said teacher(s) will have caseloads of no more than 150 students per marking period if assessing students with traditional letter grades.
  - d. If the non-probationary teacher volunteers and the building administrator agrees, the class limits provided in "a" may be exceeded provided that the teacher be compensated in their choice of the following methods:
    1. One additional "compensation" day be granted for every one FTE over the limit provided above.
    2. Teacher be provided with the equivalent of one hour of para-educator support per week for every FTE over the limit.
    3. Teacher be compensated at the rate of \$500.00 for every FTE student over the limit provided above.
    4. \$600.00 be supplied for teacher use, at their discretion, for the purchase of classroom supplies as a supplement to their normal classroom supply budget.For the purpose of determining eligibility for class size overages, the district will pay one-half (1/2) of the overage cost for each semester the employee has a student overage.
  - e. The process for this class size limit exemption shall be as follows: Prior to the time of students schedule requests being collected, and the schedule being built for the subsequent year, class limit exemption volunteer forms will be made available to all teachers in a building. Those teachers wishing to participate in the exemption will turn in the form including information regarding total acceptable overages and method of compensation. Principals will then approve the exemptions and if the need arises during the scheduling process, be allowed to assign the overages to those teachers who have applied and have been approved. No teacher shall be individually solicited for such class size exemptions. No teacher shall receive the aforementioned compensation(s) unless they have applied, been approved, and have had overages assigned to them.

- f. The Association President shall be notified of any mutually agreed to overage. Probationary teachers who desire to accept students over the above limits, may do so with the approval of the building principal and the Association President and shall receive the same choice of compensation as non-probationary teachers.
- g. The Association agrees to a grace period of two (2) weeks to allow for adjustments to be made on class size overages. This grace period shall begin on the first day of school.
- h. For the high school and West Middle School, class size shall be limited to 30 students with the exception of a yearly total of 10 students that could exceed the class size of 30, but not to exceed a class size of 32.

#### C. Severely Impaired Students/LRE

1. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, (SXI, POHI, SMI or TMI), the teacher shall not normally be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher however, shall be informed and instructed as to emergency measures which may be necessary due to the unexpected absence of the trained aide or adult.
2. The administration agrees that it will take into consideration how the handicapped student's placement will affect the teacher and impact the class size load prior to determining a handicapped student's placement.
3. If a teacher has a reasonable basis to believe that a handicapped student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise the principal in writing. The district shall provide released time in the event the district authorizes the teacher to attend an IEPC that is scheduled during the teacher's class periods.

#### D. Majors and Minors

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned grades or courses outside the scope of their teaching certificate.

# ARTICLE VII

## Teaching Conditions

### A. Materials/Supplies

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, band and vocal music, large instruments, musical equipment, vocational educational equipment, 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 education tools and the Board undertakes to implement all joint decisions thereon made by its representative and the local school district personnel. The Board agrees at all times to keep the schools properly equipped and maintained.

### B. School Improvement

The Board, Administration, Teachers and Association recognize the necessity of maintaining ongoing district-wide improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

The Board recognizes that the terms and conditions of the collective bargaining agreement shall not be altered or modified through the school improvement process, without written mutual agreement and ratification by the parties.

To the extent any proposed element of the District's school improvement plan conflicts with the terms of the master agreement, the identified provisions will be subject to renegotiations at the request of the Board. Any amendments to the agreement will be subject to ratification by the parties.

The involvement of teachers in school improvement planning shall be voluntary and shall not require additional compensation unless a teacher is working as a schedule B compensated chair.

# ARTICLE VIII

## Leaves

### A. Policy for Absences due to Personal and Family Illness

#### 1. Accumulation

Sick leave will be accumulative at the rate of 12 days per year to 182 days total at the beginning of each year. However, the maximum shall be 180 days at the end of each year. Teachers shall be allowed 1 additional personal leave day which shall not be deducted from sick leave. Members who have accumulated forty (40) or more days may trade four (4) sick days for one (1) personal day per year.

#### 2. Full Credit

All full-time employees shall receive the full allowance for the year, which shall be credited at the beginning of the school year.

#### 3. Pro Rata

Any teacher not completing the school year shall be entitled to one day for each month taught.

#### 4. Option of Use

When an employee requests a leave of absence due to illness, the employer has the privilege of electing to use the benefits accrued under sick leave policy.

#### 5. Misuse

In the event of evidence of misuse, school authorities may request verification by medical statement from a reputable physician certifying that the employee was unable to be on duty during a sick leave of absence due to personal or family illness.

#### 6. Severance Pay

Upon retirement from the system at the retirement age specified by the current state law governing retirement and pensions, a teacher will be entitled to one-half his accumulated sick leave at his current rate of pay, not to exceed \$3,000.

## 7. Sick Bank

- a. The purpose of the sick bank is to provide compensable leave coverage to teachers who are absent due to extended disability because of personal illness or injury.
- b. Such bank shall be administered by the executive board of the Association, and any decisions thereof are not subject to the grievance procedure.
- c. The Board shall maintain the record for the use of said days from the sick leave bank. The Association shall submit to the Board or its agents proof of such authorizations and notice of such approved deductions from the sick leave bank.
- d. To continue the sick leave bank, the following shall happen:
  1. Unused bank days from school year to school year shall be carried over.
  2. Each newly hired teacher shall contribute one day to the bank upon hire.
- d. Should the bank be depleted during the course of this Agreement, each teacher shall contribute two (2) sick leave days to the bank. Those having no accumulated sick leave shall have two (2) days of sick leave subtracted from their next annual sick leave credit.

## 8. Family Catastrophic and Severe Illness

In the event that a bargaining group member's family member experiences a severe or catastrophic illness or injury and that member has exhausted their sick days, the member may petition other association members to donate sick days directly to them. Procedures for this to occur are set in Appendix A.

## B. Policy for Absences Other Than Personal or Family Illness

### 1. Bereavement/Immediate Family

A total of 4 non-chargeable days will be allowed, when requested from the Superintendent or Principal, for each death in the immediate family.

- a. Two additional days, or five for spouse, may be allowed but taken from sick leave.
- b. If there is not leave credit available, a full deduction will be made for these two additional days.

- c. The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, foster children and the equivalent in-law relationships of the above.
- d. In the event of sudden death in one's immediate family, time shall be granted for travel. Such travel shall be granted in excess of four (4) days and shall be deducted from sick leave.

## 2. Bereavement/Other

One non-chargeable day will be allowed, when requested, for the death of a relative outside the immediate family or for persons where closeness of relationship would warrant.

- 2. An additional two (2) days may be allowed but taken from sick leave credit.
- 3. A full deduction for these two (2) days will be taken when no sick leave credit is available.

## 3. Worker's Compensation and Leave Pay

Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' compensation Law, shall receive from the Board the difference between the allowance under the Workers' compensation Law and his regular salary for the duration of the illness not to exceed two (2) years with no subtraction for sick leave.

## 4. Conventions/Training

- a. Absence to attend conventions and other educational meetings may be permitted to a limited extent without salary deduction, provided they are approved by the principal and/or Board of Education prior to the meeting.
- b. Meeting expenses will be paid by the Board of Education, providing prior approval is granted by Board/principals. In those cases where the principal or Board does not grant approval for payment, a teacher may pay his/her own meeting expenses.

## 5. Personal Business

The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated, may be used under the following conditions.

- a. This leave shall be used for the purpose of conducting personal business.



- b. Teachers desiring to use such leave shall submit their requests on the application form provided by the Board at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
- c. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period or holiday (exceptions: graduation exercises for the teacher, wife, son or daughter; honors convocation honoring the teacher and/or military departure of a son or daughter. In addition, the building principal may approve up to two teachers per building with the following conditions: No one may connect two of these days together immediately preceding or following a holiday. No one may extend a holiday by more than one personal day. At the discretion of the Superintendent, Assistant Superintendent and/or building principal additional teachers may be granted such use of personal days).
- d. Maximum length of leave shall not exceed three days per school year. Two (2) days will be deducted from sick leave.

6. Miscellaneous Absences

Absences due to circumstances beyond the control of the teacher, such as an accident to and from work, shall be allowed and such absences are to be deducted from the sick leave credit not in excess of two (2) days per year.

7. Non-chargeable Leave

Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- a. Absence when a teacher is called for jury service.
- b. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed by the court to attend any proceeding except when the teacher is at fault.
- c. Approved visitation at other schools or for attending educational conferences or conventions with approval of the building principal.
- d. Time necessary to take the selective service physical examination.

## C. Administration of Sick Leave Policy

### 1. Records

A record shall be set up for each employee of the Board on which there shall be a continuing accounting of sick leave credit.

### 2. Statement

At the beginning of each year, a report shall be made to each employee of the Board indicating the amount of sick leave to his/her credit.

### 3. Qualifying

A new employee must actually enter upon the executions of his/her duties with the Board in order to be eligible for sick leave credit.

### 4. Holidays/Vacations

Holidays or vacations occurring during illness shall not be considered deductible from the employees' sick leave accumulation.

### 5. Substitutes

The question of employing a substitute or replacement for an absent employee has no relation to deductions made under this policy.

### 6. Deductions

Deductions from salary made under this policy shall be a teacher's base salary divided by the total yearly teacher attendance days for each day of absence.

## D. Other Paid Leaves

### 1. Sabbatical Leaves

Teachers who have been employed for seven (7) consecutive years by the Board shall, upon request, be granted a sabbatical leave for teacher improvement of up to one (1) year. It is agreed that teacher improvement includes, but is not limited to, attending a college, university, or other educational institution, and travels which will improve the teacher's ability to teach.

- a. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one quarter of his/her full salary and insurance benefits. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

- b. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employee Retirement Board.
- c. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board shall grant three (3) such leaves per year with one quarter pay to the teacher.
- d. The employee must return to the district for a period of two (2) years or forfeit a pro rata share of the Board paid salary and benefits (e.g., 1 year taught after returning equals forfeiture of one half of benefits).
- e. The teacher must provide the Board with a surety bond equal to the amount of the salary to be held for a three-year period.

## E. Unpaid Leaves of Absence

### 1. General Requirements

- a. Leaves are available and shall be granted to full-time non-probationary employees.
- b. At least thirty (30) days advanced request shall be required except when medical circumstances prevent such notice.
- c. The initial leave period may be for the duration of the semester when the leave was granted plus two consecutive semesters excluding a summer leave for child care and illness related leaves. Career exploration leaves shall be up to one (1) year on a semester basis.
- d. Seniority shall be frozen and shall not accumulate during said leaves.
- e. No salary or fringe benefits shall be paid by the Board during such leaves.
- f. Reinstatement shall be to the ancillary staff's former position or if not available, to a position of like nature.

### 2. Available Leaves

- a. Child Care (provided the child to be cared for is a legal dependent of the teacher requesting such leave).
- b. Alternative Career Exploration
- c. Illness of the Employee – This leave shall be available upon exhaustion of sick leave benefits. Medical verification may be required.

- d. Illness in the Immediate Family – Medical verification may be required.
- e. Family Medical Leave Act
- f. Additional leaves may be requested, but the Superintendent determines final approval.

3. Return from Leave

All personnel on any approved leave of absence shall notify the Superintendent, in writing, of their intention for the following first semester by April 1st of the current school year. For the second semester, the Superintendent shall be notified in writing by November 1. The deadlines may be extended at the Board's discretion. Failure of the employee to respond shall indicate no further interest in school district employment.

# ARTICLE IX

## Mentor Teachers

### A. Mentor Teachers

1. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit when possible.
2. Each bargaining unit member in his/her first three (3) years of teaching experience shall be assigned a mentor teacher. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to coach and nurture a new teacher, by offering assistance, resources, and information in a non-threatening collegial fashion.
3. A mentor teacher shall be assigned in accordance with the following:
  - a. The mentor teacher shall be a tenured member of the bargaining unit whenever possible.
  - b. Participation as a mentor teacher shall be voluntary.
  - c. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment (school social worker, etc.)
  - d. Mentee shall typically be assigned to one (1) mentor teacher at a time.
  - e. A mentor teacher may request to be relieved of his/her responsibilities at any time and a new voluntary mentor would be assigned to the mentee.
  - f. The Board and the Association agree that the relationship between the mentor and mentee is collegial and shall be confidential.
4. A mentor teacher will receive \$200.00 to spend on their classroom for volunteering to be a mentor each school year they volunteer.

# ARTICLE X

## Protection of Teachers

### A. Assistance in Discipline

Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students, nor to be charged with the responsibility for psychotherapy. Whenever it appears to the teacher and/or principal that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons and those persons make recommendations regarding that pupil, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such a pupil.

### B. Assault of Teacher

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

### C. Complaints

If any teacher is complained against or sued by reason of disciplinary action (other than corporal punishment) taken by the teacher against a student, the Board will render all the necessary assistance to the teacher in his/her defense.

### D. Time Lost

Time lost by a teacher in proceedings in connection with any incident mentioned in this Article shall not be charged against the teacher.

### E. Reimbursement

The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property provided the teacher was acting in the line of duty while the loss occurred. For automobile item(s) lost or damaged, it must be a normal part of said vehicle. If the teacher is injured in the line of duty, free medical, surgical, or hospital care will be furnished by the Board at a hospital of the teacher's choice as provided by Workers Compensation.

F. Serious Complaints

Any serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

G. Reasonable Care of Students

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

# ARTICLE XI

## Negotiation Procedures

### A. Continuing Negotiations

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time-to-time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selection representatives for such discussions, furnishing necessary information and otherwise constructively considering the resolving of any such matters.

### B. Negotiations for Successor Agreement

At least 120 days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

### C. Selection of Teams and Ratification

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and 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 proper ratification by the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

### D. No Strike Clause

The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike within the Byron Center Public School system during the expressed dates of this contract.



# ARTICLE XII

## Professional Grievance Negotiation Procedure

### A. Grievance Defined

Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose, the principal in each school building and the Superintendent of schools (Step 3) when the particular grievance arises in more than one school building.

### B. Steps

#### Step 1 – Informal Discussion/Principal

The grievant shall initiate the grievance procedure by discussing the matter informally with the Board designated representative within ten (10) working days of the event upon which the grievance is based. The parties shall meet within five (5) working days of the request by the grievant to resolve the matter.

#### Step 2 – Formal Grievance/Principal

If the grievance has not been resolved in Step 1, the grievant may file a written grievance within five (5) working days of the Step 1 meeting. Within five (5) working days of the receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may be present at such a meeting.

#### Step 3 – Superintendent

If the grievance has not been resolved at Step 2, the grievance shall be promptly transmitted to the Superintendent who shall have five (5) working days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he shall have ten (10) working days from receipt to approve or disapprove it.

#### Step 4 – Board of Education

If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved. Within thirty (30) working days from the receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of 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 thirty (30) working days after its submission to the Board.

#### Step 5 – Arbitration

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitration within five (5) working days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Only those grievances arising from an alleged violation, misrepresentation or misapplication of this Agreement may be submitted directly to the Board for further disposition in accordance with this Article, but such grievance shall not be arbitratable. The authority of the arbitrator stems from this Agreement and his sole function is to interpret and apply this agreement and to pass upon alleged violations thereof on a binding basis. If a grievance is sustained by the arbitrator, the fees and expenses of the arbitrator shall be paid by the Board. If the grievance is not sustained by the arbitrator, such fees and expenses shall be paid by the Association. If the arbitrator decides in favor of neither party, the parties shall equally share the arbitrator's fees and expenses.

#### C. Unjust Loss

If any ancillary staff from whom a grievance shall be sustained, shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

# ARTICLE XIII

## Miscellaneous Provisions

### A. Substitute Teachers

Teachers shall inform the district through ASEOP of their unavailability for work by 6am. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher if one is not found for the absence.

### B. Supremacy Clause

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. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

### C. Contrary to Law

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.

### D. Technology

The Board recognizes the need for professional development as it pertains to technology and will to the best of their ability provide meaningful PD in the area of technology over the next three years (2012-2015).

### E. Student Teacher Reimbursement

University reimbursements for pre-teachers/student teachers are to go toward the Association Scholarship Fund.

### F. Contents of File

1. Each staff personnel file shall contain the following items of information:
  - a. Copy of teaching certification
  - b. Transcript of academic records

- c. Copies of individual contracts
- d. Any other pertinent personnel material
- e. Copy of individual contract
- f. Any other pertinent personnel material

# ARTICLE XIV

## Staff Reduction and Recall For Ancillary Staff Only

### A. Seniority Defined

No later than thirty (30) days following the ratification of this Agreement, and by every October 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All ancillary staff shall be ranked on this list in the order of the date of their intent to hire letter. In the circumstance of more than one individual having the same effective date of the intent to hire letter, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association so affected will be notified in writing of the date, place and time of the drawing.

### B. Seniority List

The seniority list shall be published and posted conspicuously in all buildings of the district by November 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

### C. Seniority Lost

All seniority is lost when employment is severed by resignation, retirement or discharge for cause. Seniority is retained if severance of employment is due to layoff. In cases of layoff, ancillary staff affected shall retain all seniority accumulated as of the effective date of layoff.

### D. Leaves and Seniority

Seniority shall continue to accumulate when ancillary staff are on sabbatical and military leave. While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the ancillary staff shall be restored to the same position or to a position of like nature and be placed on the salary schedule, as the ancillary staff member would have been if he/she worked in the district during the sabbatical period.

### E. Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.

### F. Layoff Procedure for Ancillary Staff

#### 1. Notice

In the event of or need to lay off due to a decreased student enrollment or shortage of revenues, the Board may lay off ancillary staff having valid contracts during the school year. Layoffs will be effectuated on forty-five (45) day's notice prior to each semester.

## 2. Procedure

Layoff, when necessitated, shall be effectuated in the following manner:

- a. The list of ancillary staff positions shall be published and posted in each building with a copy to the Association. Such list shall be published and posted prior to the implementation of any layoff.
- b. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority, based on his/her seniority and certification:
  - 1) Current assignment; if not available, then
  - 2) Another department in their current building; if not available, then
  - 3) Current department in another building; if not available, then
  - 4) Another department in another building.
  - 5) If no vacancy is available in any department of which the individual is qualified, the individual will then be laid off. Written notification in accordance with the timelines herein provided will be forwarded to the affected ancillary staff member and association.

## 3. Qualifications

Qualifications for placement in position shall be based on seniority, or license(s) and qualifications held by the affected ancillary staff member.

### G. First Vacancy

Laid off ancillary staff shall be recalled to the first vacancy for which they are certified in reverse order. An ancillary staff member may refuse recall to a position for which they have not previously held and shall not lose future recall rights.

### H. Failure to Return When Recalled

A laid off ancillary staff shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off ancillary staff is certified and has previously worked, or failure to respond within fifteen (15) days of receipt of a written offer of a position made by the Board shall be cause for termination.

I. Notice of Recall

Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the ancillary staff's last known address. It shall be the responsibility of each ancillary staff to notify the Board of any change in address.

J. Purchase of Fringe Benefits

Laid off ancillary staff may continue his/her health, dental, vision, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board.

K. Fringe Benefits

Ancillary staff subject to lay off for the following school year shall receive full fringe benefits provided herein during the summer months.

L. Retention of Benefits

Ancillary staff shall be entitled to all sickness or leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

M. Granting Leaves

During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to ancillary staff who make such requests provided it prevents a layoff.

N. Administrative Seniority

Administrators who have held an ancillary position in the Byron Center Public Schools shall retain their district seniority for their ancillary experience for four (4) years. Said seniority shall remain frozen during that period of time that they are an administrator. Should they return to the bargaining unit within four (4) years their seniority shall continue on from their frozen seniority.

O. Recall to Comparable Positions

Ancillary staff may refuse or accept a position which is less in hours or compensation without affecting his/her recall rights to a position similar to the position held prior to lay off. Ancillary staff shall remain on recall for five (5) years.

# ARTICLE XV

## Evaluations for Ancillary Staff Only

### A. Monitoring/Observations

All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for ancillary staff evaluation, shall be conducted openly with full knowledge of the ancillary staff.

### B. Evaluators

Unless a situation requires an evaluation be conducted by the Superintendent or his designee, ancillary staff evaluations shall be conducted by the ancillary staff's supervising principal or an administrator working in the same building, or by the Director of Special Education.

### C. Written Evaluation and Minimum Observations

The work performance of all ancillary staff shall be evaluated in writing or electronically. Each observation shall be made in person and should be for a period of not less than fifteen minutes.

### D. Evaluations

All ancillary staff shall be evaluated annually.

### E. Personal Conference

The principal or his designee will hold a personal conference with the ancillary staff after each observation (only if negative). During this time, the evaluation will be discussed by both parties. Timely feedback from observations will be provided for all staff on areas they receive less than an effective rating.

### F. Contents of File

Each ancillary staff personnel file shall contain the following items of information:

- g. Copy of teaching certification
- h. Transcript of academic records
- i. Copies of individual contracts
- j. Any other pertinent personnel material



k. Copy of individual contract

l. Any other pertinent personnel material

G. Negative Performance and Assistance

Negative comments on the performance and evaluation of ancillary staff should be fully discussed and positive steps shall be taken to assist the overcoming weak areas. All suggestions for improvement of the performance shall be included in the written evaluations. In subsequent observation and evaluation reports, failure to again note specific deficiencies shall mean that the ancillary staff has made adequate improvement.

J. Objections to Evaluation

A copy of the written evaluation shall be submitted to the ancillary staff at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event that the ancillary staff feels his/her evaluation was incomplete or unjust, within ten (10) days following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon the criteria found in the evaluation form.

K. Ancillary Staff Grieving Evaluations

An evaluation grievance may be carried through the principal, Superintendent, Board of Education channels. A violation of the evaluation procedure as set forth in this agreement may be grieved but is not subject to arbitration.

## ARTICLE XVI

### Professional Conduct and Disciplinary Procedures for Ancillary Staff Only

#### A. Professional Conduct and Disciplinary Procedures

##### 1. Just Cause

No ancillary staff shall be disciplined without just cause. Ancillary Staff will be informed of applicable rules and polices governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies. No disciplinary action shall be taken until the ancillary staff has been offered an opportunity to be heard.

#### B. Nondiscrimination and Private Life

Notwithstanding their employment, ancillary staff shall be entitled to full rights of citizenship and no lawful religious or political activities of any ancillary staff or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such ancillary staff unless detrimental to the United States. The private or personal life of any ancillary staff is not within the appropriate concern or attention of the Board as long as the ancillary staff in private life shall abstain from conduct which affects his/her relationship with students or the discharge of his/her duties.

#### C. Professional Conduct and Disciplinary Procedures

2. Breaches of professional conduct for ancillary staff are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.
3. Disciplinary action shall be defined as any written warning, written reprimand, or suspension without pay.
4. Before any meeting is called from which disciplinary action may result, the ancillary staff shall be notified and shall be entitled to have present an Association Representative.
5. Discharge of ancillary staff shall not be subject to the grievance procedure, nor shall such action be considered discipline; however, upon written request made not more than seven (7) calendar days following said discharge, the ancillary staff shall receive an informal hearing before the Board representative.

## ARTICLE XVII

### Transfers for Ancillary Staff Only

#### A. Involuntary Transfer Minimized

Since the frequent transfers of ancillary staff from one school to another is disruptive of the educational process and interferes with optimum performance, the parties agree that unrequested transfers of ancillary staff are to be minimized.

#### B. Request to Transfer

Requests by ancillary staff for transfer to a different building or position may be made any time. Such request shall be made in writing, using the district transfer request form, to the personnel office with a copy to the Association. The application shall set forth the school or position sought, and the applicant's qualifications and the reason for the requested transfer. Such requests shall be made and reviewed once each year to assure active consideration by the Administration.

#### C. Administrative Response

Receipt of all applications and requests referred to in this article shall be acknowledged by the Administration within five (5) working days.

#### D. Involuntary Transfer

Involuntary transfers of ancillary staff shall not be arbitrary or capricious. Fifteen (15) business days prior to the effectuation of any involuntary transfer, the Superintendent shall provide the affected ancillary staff and the Association reasons for the transfer.

## ARTICLE XVIII

### Vacancies and Promotions for Ancillary Staff Only

#### A. Posting Vacancies

Whenever any vacancy in any ancillary position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No ancillary vacancy shall be filled, except in case of emergency upon a temporary basis, until such vacancy shall have been posted for at least five (5) business days. Administrative positions that are not being filled by a current administrator will be posted for at least three (3) days.

#### B. Award of Position

Any ancillary staff may apply for such vacancy. In filling ancillary staff vacancies, the Board shall award the position to the most seniored ancillary staff that is certified and highly qualified.

#### C. Application Process

All ancillary staff interested in academic vacancies should supply to the Superintendent a list of all subject areas for which the ancillary staff is certified and qualified to perform and in which they are interested. Desires for any extra-curricular activities should also be listed.

#### D. Qualified Defined

Qualified shall mean that ancillary staff has the appropriate certification in the vacancy posted.

#### E. Vacancy Defined

A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

#### F. Area Wide Recall

As it relates to ancillary staff, when vacancies occur for which there are no certified and qualified Byron Center staff who apply for a transfer or are on layoff, the Board agrees to consider applicants who are laid off from Districts represented by the KCEA/MEA/NEA. Said consideration shall include an interview, except that the Board is not required to interview more than five (5) KCEA applicants for a given position.

## ARTICLE XIX

### Annexation and/or Consolidation

#### A. Annexation

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association and the continued employment of its members in such district.

## ARTICLE XX

### Duration of Agreement

#### A. Dates

This Agreement shall be effective as of the 10<sup>th</sup> day of August 2015 and shall continue in effect until the 10<sup>th</sup> day of August 2016. The parties agree to reopen this agreement for the 2016-2017 school year for the purpose of negotiating. This agreement shall expire at such expiration date unless it is extended for a specific period of periods by mutual written agreement of the parties.

#### B. Distribution of Agreement

Copies of this Agreement shall be posted by the Board and BCEA and sent electronically to all teachers now employed or hereafter employed by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within thirty (30) days of the commencement of this contract or upon employment.

**SCHEDULE A**  
**Byron Center Public Schools**  
**2015 – 2016**

<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	\$40,720	\$44,791	\$48,864
<b>2</b>	\$42,756	\$47,236	\$50,900
<b>3</b>	\$44,791	\$49,679	\$53,343
<b>4</b>	\$46,828	\$52,122	\$55,786
<b>5</b>	\$48,864	\$54,565	\$58,230
<b>6</b>	\$50,900	\$57,007	\$60,673
<b>7</b>	\$52,936	\$59,452	\$63,117
<b>8</b>	\$55,379	\$61,894	\$65,559
<b>9</b>	\$57,822	\$63,930	\$68,003
<b>10</b>	\$60,266	\$66,374	\$70,445
<b>11</b>	\$62,709	\$68,816	\$72,889
<b>12</b>	\$65,967	\$72,075	\$76,147
<b>16</b>	\$68,003	\$74,111	\$78,183
<b>20</b>	\$70,039	\$76,147	\$80,218
<b>23</b>	\$70,852	\$76,961	\$81,033
<b>25</b>	\$72,075	\$78,183	\$82,254
<b>28</b>	\$72,075	\$80,218	\$84,290

**Definition of MA+30:**

The plus 30 hours must be hours taken after the completion of a BA degree and issuance of a valid State of Michigan teaching certificate. These hours cannot include hours taken in the Master's Degree program as either required or elective courses.

**SCHEDULE B**  
**Byron Center Public Schools**  
**2015 – 2016**

*All Percentages are off a base of \$40,417.00*

**ACADEMIC**

Level	Position	# of staff	Percent
Elementary	School Improvement Co- Chair	1	4.00%
Elementary	School Improvement Co-Chair	1	4.00%
Elementary	RTI Coordinator	1	2.00%
Elementary	Goal Chair Math	1	1.50%
Elementary	Goal Chair Writing	1	1.50%
Elementary	Goal Chair Science	1	1.50%
Elementary	Goal Chair Social Studies	1	1.50%
Elementary	Student Council	1	1.00%
NIS	5 <sup>th</sup> Grade SI /PLC Chair	1	2.50%
NIS	6 <sup>th</sup> Grade SI /PLC Chair	1	2.50%
NIS	RTI Coordinator	1	2.00%
NIS	Grade Level Leaders	3	2.00%
NIS	Goal Intervention Chair ELA	2	1.50%
NIS	Goal Intervention Chair Math	2	1.50%
NIS	School Improvement Chair	1	1.50%
NIS	Student Council	1	1.50%
WMS	Department Chairs	5	4.00%
WMS	School Improvement Co-Chair	1	3.00%
WMS	School Improvement Co-Chair	1	3.00%
WMS	Student Council	1	3.00%
WMS	Yearbook	1	3.00%
WMS	National Junior Honor Society	1	2.50%
WMS	RTI Coordinator	1	2.00%
WMS	Newspaper	1	2.00%
WMS	Science Enrichment Coordinator	1	1.50%
BCHS	PLC / Department Leaders	6	4.00%
BCHS	School Improvement Co Chair	1	3.00%
BCHS	School Improvement Co Chair	1	3.00%
BCHS	National Honor Society	1	3.00%
BCHS	Yearbook	1	3.00%
BCHS	Science Enrichment Coordinator	1	3.00%
BCHS	RTI Coordinator	1	2.00%
BCHS	Student Council Advisor	1	4.50%
BCHS	Close-Up Advisor	1	2.00%



Level	Position	# of staff	Percent
BCHS	AUA Advisor	1	2.00%
BCHS	DECA Advisor	1	2.00%
BCHS	Pride Pack Advisor	1	2.00%
BCHS	Class Advisor Freshman	2	1.00%
BCHS	Class Advisor Sophomore	2	1.00%
BCHS	Class Advisor Junior	2	2.00%
BCHS	Class Advisor Senior	2	1.50%

## FINE ARTS

Level	Position	# of staff	Percent
Elementary	Art Club	1	1.00%
NIS	Art Club	1	1.50%
WMS	Musical Director	1	3.50%
WMS	Vocal Director	1	2.00%
WMS	Dolce Director	1	1.50%
BCHS	Musical Director	1	6.50%
BCHS	Vocal Director	1	3.50%
BCHS	Pit Director	1	3.50%
BCHS	Accompanist	1	3.50%
BCHS	Play Director	1	5.00%
BCHS	Assistant Director	1	2.50%

Position	Level	Step 1	Step 2	Step 3	Step 4	Step 5
WMS	Choir Director	3.00%	3.75%	4.50%	5.25%	6.00%
WMS	Orchestra	3.00%	3.75%	4.50%	5.25%	6.00%
WMS	Band Director	6.00%	6.75%	7.50%	8.25%	9.00%
BCHS	Choir Director	6.00%	6.75%	7.50%	8.25%	9.00%
BCHS	Orchestra	6.00%	6.75%	7.50%	8.25%	9.00%
BCHS	Band Director	12.00%	12.75%	13.50%	14.25%	15.00%
BCHS	Assistant Band Director	9.00%	9.75%	10.50%	11.25%	12.00%

## ATHLETIC

Position	Level	Step 1	Step 2	Step 3	Step 4	Step 5
Football	Varsity	15.00%	16.00%	17.00%	18.00%	19.00%
Football	Varsity Assistant (3)	11.00%	11.50%	12.00%	12.50%	13.00%
Football	Junior Varsity	10.00%	10.50%	11.00%	11.50%	12.00%
Football	Freshman	8.00%	8.50%	9.00%	9.50%	10.00%
Football	Middle School (A and B) (5)	5.50%	6.00%	6.50%	7.00%	7.50%
Golf	Varsity	10.00%	10.50%	11.00%	11.50%	12.00%
Golf	Junior Varsity	4.75%	5.25%	5.75%	6.25%	6.75%
Track	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Track	Varsity Assistant (1)	7.00%	7.50%	8.00%	8.50%	9.00%
Track	Middle School	4.75%	5.25%	5.75%	6.25%	6.75%
Track	Middle School Assistant (1)	3.00%	3.25%	3.50%	3.75%	4.00%
Volleyball	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Volleyball	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Volleyball	Junior Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Volleyball	Freshman	6.00%	6.50%	7.00%	7.50%	8.00%
Volleyball	Middle School (A and B)	5.00%	5.50%	6.00%	6.50%	7.00%
Softball	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Softball	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Softball	Junior Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Softball	Freshman	6.00%	6.50%	7.00%	7.50%	8.00%
Wrestling	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Wrestling	Varsity Assistant	3.00%	3.50%	4.00%	4.50%	5.00%
Wrestling	Junior Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Wrestling	Middle School	5.00%	5.50%	6.00%	6.50%	7.00%
Swimming	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Swimming	Varsity Assistant (2)	6.00%	6.50%	7.00%	7.50%	8.00%
Swimming	Middle School	4.50%	5.00%	5.50%	6.00%	6.50%
Swimming	Middle School Assistant	3.00%	3.25%	3.50%	3.75%	4.00%

Position	Level	Step 1	Step 2	Step 3	Step 4	Step 5
Soccer	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Soccer	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Soccer	Junior Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Soccer	Freshman	6.00%	6.50%	7.00%	7.50%	8.00%
Soccer	Middle School	5.00%	5.50%	6.00%	6.50%	7.00%
Tennis	Varsity	10.00%	10.50%	11.00%	11.50%	12.00%
Tennis	Junior Varsity	4.75%	5.25%	5.75%	6.25%	6.75%
Basketball	Varsity	15.00%	16.00%	17.00%	18.00%	19.00%
Basketball	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Basketball	Junior Varsity	10.00%	10.50%	11.00%	11.50%	12.00%
Basketball	Freshman	8.00%	8.50%	9.00%	9.50%	10.00%
Basketball	Middle School (A and B)	5.50%	6.00%	6.50%	7.00%	7.50%
Cross Country	Varsity	10.00%	10.50%	11.00%	11.50%	12.00%
Cross Country	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Cross Country	Middle School	4.75%	5.25%	5.75%	6.25%	6.75%
Bowling	Varsity	8.00%	8.50%	9.00%	9.50%	10.00%
Baseball	Varsity	13.00%	13.50%	14.00%	14.50%	15.00%
Baseball	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Baseball	Junior Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Baseball	Freshman	6.00%	6.50%	7.00%	7.50%	8.00%
Cheer	Varsity	7.00%	7.50%	8.00%	8.50%	9.00%
Cheer	Varsity Assistant (1)	3.00%	3.50%	4.00%	4.50%	5.00%
Cheer	Middle School	2.50%	3.00%	3.50%	4.00%	4.50%
Strength	High School	5.00%	5.50%	6.00%	6.50%	7.00%

**Byron Center Public Schools  
ALL STAFF CALENDAR  
2015-2016 - School Calendar**

AUGUST 2015				
MON	TUE	WED	THU	FRI
24	25	26	27	28
SEPTEMBER 2015				
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 2015				
MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER 2015				
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

DECEMBER 2015				
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	1

JANUARY 2016				
MON	TUE	WED	THU	FRI
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**AUGUST/SEPTEMBER 2015**  
**DKG-KDG, Special Education & K-6 Fine Arts/P.E. Teachers:**  
 August 27 - Reading Workshop  
 September 1 - Building PD  
 September 2 - Building PD

**1st-2nd Grade Teachers:**  
 August 25 - Reading Workshop  
 September 1 - Building PD  
 September 2 - Building PD

**3rd-5th Grade Teachers:**  
 August 26 - Reading Workshop  
 September 1 - Building PD  
 September 2 - Building PD

**6th Grade & 7th/8th Grade ELA Teachers:**  
 August 24 - Reading Workshop  
 September 1 - Building PD  
 September 2 - Building PD

**7th-12th Grade & 7th-12th Fine Arts & P.E. Teachers**  
 September 1 - Building PD  
 September 2 - Building PD  
 September 3 - Building PD (NOT 7th/8th ELA)

September 7 - Labor Day  
 September 8 - First Full Day School

**OCTOBER 2015**  
 October 19 - 5th-8th Gr. PT Conferences 4PM-7PM  
 October 21 - 5th-8th Gr. PT Conferences 4PM-7PM  
 October 27 - 9th-12th Gr. PT Conferences 5PM-8PM  
 October 29 - 9th-12th Gr. PT Conferences 5PM-8PM

**NOVEMBER 2015**  
 November 6 - End of 1st Trimester & Quarter 1  
 November 6 - 1/2 Day Students : K-4 PM Work Day & 5-12 PM PD  
 November 17 - K-4th Gr. PT Conferences 5PM-8PM  
 November 19 - K-4th Gr. PT Conferences - 1PM-4PM & 5PM-8M  
 November 19 - K-4th Gr. 1/2 Day Students  
 November 25-27 - Thanksgiving Break

**DECEMBER 2015**  
 December 21 - January 1 - Christmas Break

**JANUARY 2016**  
 January 4 - School Resumes  
 January 20 - 5th-12th 1/2 Day - 5-12 PM Work Day  
 January 21 - K-12 1/2 Day: K-4 PM PD & 5-12 PM Work Day  
 January 22 - K-12 1/2 Day: K-4 PM PD & 5-12 PM Work Day  
 January 22 - End of 1st Semester

**FEBRUARY 2016**  
 February 19 - K-12th No School - PD Day  
 February 29 - 5th-8th Gr. PT Conferences 4PM-7PM

**MARCH 2016**  
 March 2 - 5th-8th Gr. PT Conferences 4PM-7PM  
 March 4 - End of 2nd Trimester  
 March 4 - 1/2 Day K-12 Students: K-4 PM Work Day & 5-12 PM PD  
 March 8 - 9th-12th Gr. PT Conferences 5PM-8PM  
 March 10 - 9th-12th Gr. PT Conferences 5PM-8PM  
 March 15 - K-4th Gr. PT Conferences 5PM-8PM  
 March 17 - K-4th Gr. PT Conferences: 1PM-4PM & 5PM-8PM  
 March 17 - K-4th Gr. 1/2 Day Students  
 March 31 - End of Quarter 3

**APRIL 2016**  
 April 1-8 - Spring Break

**MAY 2016**  
 May 30 - Memorial Day

**JUNE 2016**  
 June 8 - 5th-12th 1/2 Day - PM Work Day  
 June 9 - All Students 1/2 Day - PM Work Day  
 June 10 - All Students 1/2 Day - PM Work Day

FEBRUARY 2016				
MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29				

MARCH 2016				
MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL 2016				
MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY 2016				
MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JUNE 2016				
MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Last Updated: 7/22/2015

182 - Teacher Days 178 - Student Days  
 \*In 16-17 Per State Law:  
 185 - Teacher Days 180 - Student Days

## Appendix A

In the event that a bargaining group member's family member experiences a severe or catastrophic illness or injury and that member has exhausted all sick days, the member may petition other Association members to donate sick days.

The member has depleted all sick days and has petitioned the BCEA Executive Board to requests sick day donations from Association members.

Association members who have accumulated at least twenty (20) sick days may donate up to two (2) days to the above member.

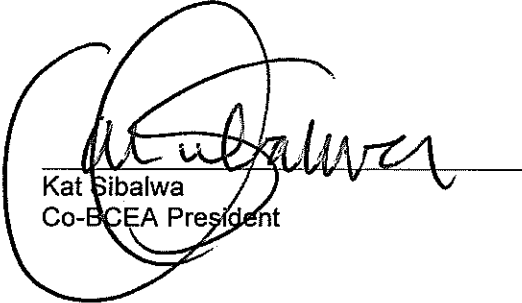
BCEA will contact all members requesting the donation of sick days. Association members will complete and sign a separate form for each day donated. The Association will manage the donated pool of sick days. They will submit the signed donation forms to the payroll office designating the number of days to be donated each pay period.

The use of donated days will be dispensed by means of a random drawing of members donating at least one sick day. This procedure will continue until all donating individuals have used one day. The same process will be followed for individuals who have donated a second day or the above individual returns to work.

Each pay period, the payroll office will notify the Association members who have had days deducted from their donated days.

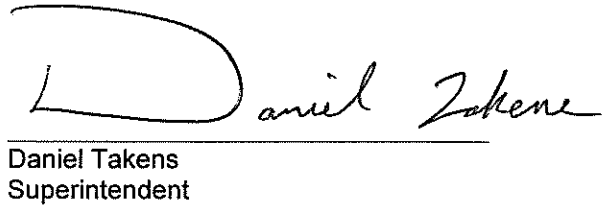
# Byron Center Education Association Byron Center Public Schools

## Association

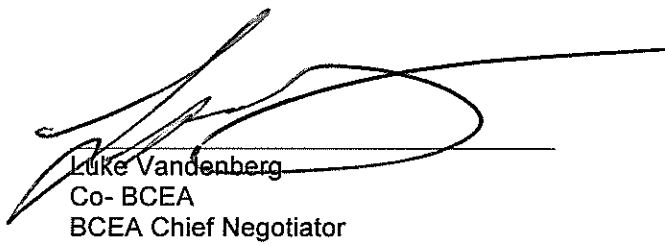


Kat Sibalwa  
Co-BCEA President

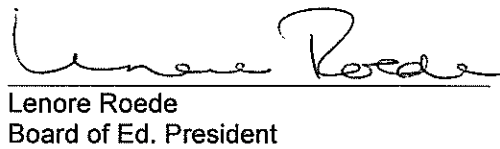
## Board of Education



Daniel Takens  
Superintendent



Luke Vandenberg  
Co- BCEA  
BCEA Chief Negotiator



Lenore Roede  
Board of Ed. President

7-24-15  
Date

8-10-15  
Date