

AGREEMENT BETWEEN THE

BYRON BOARD OF EDUCATION

AND THE

BYRON EDUCATION ASSOCIATION

JULY 1, 2010

THRU

JUNE 30, 2012

Ratified by BEA November 8, 2010

Approved by Byron Board of Education November 16, 2010

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MASTER CONTRACT

PREAMBLE

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 predominately 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

- 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.

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.

- C. The term “teacher” when used hereinafter in this Agreement, shall refer to employees represented by the Association in the bargaining unit as above defined, and refers to male teachers shall include female teachers.

ARTICLE II

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. 1. All employees covered by this Agreement shall, following thirty (30) calendar days from the effective date of this agreement or thirty (30) calendar days from their date of hire, whichever is later, pay either (*BAS is not allowed to collect PAC fees*):
- a. Association membership dues (including National, Michigan, and Local Education Association): or
 - b. An Association representation service fee established under the Association procedures and policies.
2. The deduction of dues and service fees is required as a condition of this Agreement. The Board accordingly agrees to payroll deduct dues and representation service fees pursuant to the authority set forth in M.C.L. 408.477.

In the event the bargaining unit member shall not pay such dues or Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:

- a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- b. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph a. above.
- c. The Board, upon receipt of request for voluntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the Service Fee to the Association or authorized payroll deduction for same.

The Association authorizes the Board to rely upon and honor certifications of the local Association financial officer or a designated representative of the Byron Education Association, regarding the amounts to be deducted each month and that those amounts are lawful.

3. The Board shall deduct professional dues from the first 21 regular salary checks of the teacher each pay period, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.

Deductions for any calendar month shall be remitted to the designated financial officer of the Byron Education Association, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) calendar days following the date they were deducted.

4. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with this Article. It is agreed that the Association will defend the action of the Board at its own expense and through its' own counsel. Nothing herein shall prohibit the Board from also defending the action through its' own counsel and at its' own expense.

- B. Upon written authorization of the teacher, insurance premiums and direct deposits shall be deducted upon such conditions as the Association and Board shall establish.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support 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 Act 379 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 in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this 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 building principal's permission.
- C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. No teacher shall be prevented from wearing insignias or pins as identification of membership in the Association whether on or off school premises.
- E. Bulletin board in the teachers' lounge shall be made available to the Association and its members.
- F. The Board, or it's 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.
- G. 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.

- H. The salary committee of the Association may, with the approval of each teacher whose contract is being reviewed, check teacher's contracts in the presence of a representative of the Superintendent to determine if the salary schedule is being followed.
- I. 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.
- J. 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.
- K. Separate non-pay telephone facilities shall be made available to teachers for their reasonable use.
- L. Adequate parking facilities shall be made available to teachers for their assigned use.
- M. 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 his professional status as determined jointly by the Association and the Board.
- N. 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 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, creed, religion, sex, color and nationality.
- O. 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.
- P. 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 with no more than one (1) member from any subject area. The elementary principal's committee chosen by the elementary faculty will be made up of three (3) members with no more than one (1) member from any grade level. The middle school principal's committee, chosen by the middle school faculty, will be made up of three (3) members with no more than one (1) from each grade level. One member from each of the principal's advisory committees, each of the building principals (3) and one person designated by the Association will make up a Superintendent's Advisory Committee.

- Q. Upon his request the teacher shall be entitled to review the contents of his 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 teachers personnel record, the Board shall notify the teacher and Association President as soon as possible. Before any requested information from a teachers personnel file is released, the Board will permit the teacher and Association representative the opportunity to review the file.

- R. Upon his/her request the teacher shall at all times be entitled to have present a representative of the Association when he/she is 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. The Board will have the right to place a teacher on non-disciplinary, administrative leave with pay pending the outcome of an investigation. This may be deemed necessary to protect both the teacher and student(s). Such investigations will be concluded as quickly as possible.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause, due process and progressive discipline. Any disciplinary action of a probationary teacher shall be subject to the grievance procedure up to but not including arbitration. The progression of disciplinary action listed below shall be followed prior to the imposition of economic discipline on any member of the bargaining unit:

- a. verbal warning
- b. written warning
- c. written reprimand
- d. one (1) to three (3) days suspension without pay.

Any suspension without pay shall not affect in any manner the bargaining unit member's insurance coverage and/or contractual fringe benefits.

No economic penalty imposed shall be implemented until Level III of the grievance process has been exhausted.

Where the Board seeks to impose a discipline outside the normal progression set forth herein, reasonable cause must be shown for the acceleration of the disciplinary program, and the decision to do so is subject to the grievance procedure, up to and including arbitration except for probationary teachers.

ARTICLE IV

BOARD OF EDUCATION RIGHTS

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 V

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A (basic salary) and Schedule B (extra-curricular and extra-teaching salaries) which are attached to and incorporated into this agreement. Such salary schedule however 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.

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.

- C. 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, those hours will be made up to insure the number of hours of student instruction are adequate to insure receipt of full state aid. 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.

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.

- D. 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 his designee. Requests in writing with a copy of general format of the conference must be submitted to the Superintendent, or his designate, through the building principals' office, at least one week in advance.
- E. A teacher will receive his pay in 26 pay periods. The first payday will be by the second Friday after opening of school.
- F. 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 VI

TEACHING ASSIGNMENTS

A.

1. 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.
2. The Board will limit the number of classes teachers must prepare for at the high school and middle school to less than five. Seminar or Academic Enrichment will not be considered a preparation
3. All Middle and High School teachers will have one full class period per day of prep regardless of schedule. For the purpose of this paragraph 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.

B. Since pupils are entitled to be taught by highly qualified teachers who are working within their area, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. 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 and 5) or “lower elementary” will be written on individual teacher contracts. Teachers affected by grade or class assignment changes due to enrollment or available building facilities will be consulted by the administrator in charge. If a voluntary teaching assignment change cannot be arranged, the assignment will be required of the teacher with the least amount of experience in the Byron school system, providing that the qualifications for the assignment are equivalent.

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

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

- F. Each teacher will be provided with written documentation as to their “highly qualified” status based on verifiable information provided by that teacher as to their qualifications. Determination of the “highly qualified” status will be determined by the Byron Area School District and will be based on the guidelines and requirements established by the Michigan Department of Education.

The Board of Education and the Byron Education Association acknowledge that a teacher who is required as of the end of the 2005-2006 school year to be “highly qualified” (as defined by the Michigan Department of Education) for his/her teaching assignment and is not “highly qualified” for his/her teaching assignment shall be assigned to a vacancy within the district for which he/she is “highly qualified.” They further agree that if there is no vacancy for which said teacher is “highly qualified,” said teacher shall be treated under the Seniority, layoff, Recall Procedure of this agreement as if his/her current position had been eliminated.

ARTICLE VII

TEACHING CONDITIONS

- 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. It is also acknowledged that the primary duty of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. All teachers:
1. Shall be in their assigned building fifteen (15) minutes before the beginning of the first class period of the school day:
 - a. Middle School and High School teachers may leave 15 minutes after the last class period ends.
 - b. Elementary School teachers may leave after the buses depart from the grounds.
 2. Will have at least a thirty (30) minute duty free lunch period.
 3. 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.
 4. 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. It is recognized that 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.
 5. Teachers may be required to attend one open house per semester in lieu of one meeting per semester.
- C. Elementary teachers:
1. May leave the building as soon as the building is cleared of students at the end of the day on “stay in days.”
 2. Will supervise their students until they reach the cafeteria for lunch.
 3. The length of the instructional day for elementary teachers shall 8:00 a.m. until 3:03 p.m.
 4. The Board will strive to have Kindergarten times for morning and afternoon that are equal.

D. Middle School/High School teachers:

1. The length of the instructional day for the high school and middle school teachers shall be from 7:50 a.m. until 2:50 p.m.

- E. 1. 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.

Beginning one week after the Official Count Day, should all sections of a grade level, class or course (being divided equally) exceed the maximum in the contract by two (2) pupils, discussions will commence between representatives of the BEA and the administration attempting to find a solution to the overcrowding. No section, class or course will be more than three (3) over the contractual maximum.

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

With existing and future physical and district financial conditions the following are considered standards to work toward:

Elementary	Maximum
Young Fives/Transitional First	18
Kindergarten-First	26
Second-Third grade	28
Fourth-Fifth grade	30
Specials	34
Band/Vocal	No Set Limit
Middle School	32
Keyboarding	Equal to the number of workstations available
Computers	Equal to the number of workstations available
Band	No set number
Vocal Music/Choir	No set number
Physical Education	42
High School	
English	32
Social Studies	32
Mathematics	32
Science	30
Art	32

Foreign Language	32
Physical Education	42
Business Services and Technology	Equal to the number of workstations available
Drafting	Equal to the number of workstations available
Agri-science	30
Life Management Education	30
Essential Health and Living Skills	32
Vocal	No set number
Band	No set number
Industrial Arts	26

The Board recognizes that teaching students identified as educable mentally impaired (EMI), emotionally impaired (EI), or learning disabled (LD), physically & otherwise health impaired (POHI), attention-deficit hyperactivity disorder (ADD/ADHD) in the regular education setting may create additional demands on teachers. In the absence of an inclusion teacher, the administration will attempt to balance the number of above mentioned students as much as possible among class sections. Class size will not be adjusted regardless of the presence of a special needs instructor assigned to co-teach or provide other accommodations.

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

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

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 VIII

VACANCIES AND PROMOTIONS

- 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.
1. A temporary vacancy may be filled by the employer in any manner as long as the substitute possesses the necessary credentials to fill the position.
 2. A “permanent” vacancy will be posted within 10 (ten) calendar days. The position will be awarded based upon the provisions below.
 - a. Delay of Transfer: If the vacancy occurs after the second week of school, then the Board, in its sole discretion, may delay the transfer of the selected applicant to the vacancy until either the beginning of the second semester or the following school year.
 - b. Temporary Substitutes: If there are 95 school days or less until the end of semester or school year, the position can be filled by a temporary, non-bargaining unit substitute.
- 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. All other conditions being equal, priority for vacancies will be given to teachers with Byron experience. It is agreed that no vacancy shall be filled until not less than ten (10) calendar days written notice of said vacancy has been given to the Association. This paragraph shall not apply after July 1, of each year until the opening of school in the fall, except that the Association President must be notified as soon as the vacancy occurs.
- C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be superior to applications with greater service. The Board declares its support of a policy of promotions from within its own teaching staff. “Service” in the system, for the purpose of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause, except for those on family medical leaves.

ARTICLE IX

PAID LEAVES

- 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 regular teachers covered by this agreement 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. Annual leave days will not accumulate.

It is understood that current leave days will be used prior to using leave days from a long term leave or sick bank 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.

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.

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 and may only use leave days 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.

Conditions for which leave may be used for employees qualifying for sick leave in "B" above.

1. Employee in no condition to report for duty because of illness or injury including pregnancy related disability.
2. Leave may be used in case of illness or injury in the immediate family.
3. Bereavement days – Employees will be provided funeral and bereavement leave days not deducted from leave accumulation as follows:
 - a. Bereavement in the immediate family: A maximum of three (3) days per occurrence will be allowed for funerals in the family.

Family is defined as husband, wife, child, brother, sister, brother in-law, sister in-law, mother, father, parent in-law, grandparents and grandchildren.

- b. Bereavement pay will not be provided during vacation periods, Holiday Break, Spring Break, Thanksgiving Break, Paid Holidays and others
- C. Teachers employed for a period longer than the regular teaching contract shall receive one additional day of leave for each additional full month of employment.
- D. Association Days: Up to three (3) days per year will be allowed for the BEA President, or his/her designee, 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. 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. A record of accumulated leave as of the first day of school shall be submitted to each teacher during the first four (4) weeks of each school year.
- G. Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons:
 - 1. Absence when a teacher is called for jury service provided the teacher compensates the Board in the total amount paid for jury duty.
 - 2. 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.
- H. Teachers who have accumulated 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 of accumulated sick leave in accordance with the following formula and those restrictions and limitations found herein: to determine the total amount of remuneration, multiply the daily sub rate by the appropriate percentage. This figure is then multiplied by the total number of unused sick days.

ACCUMULATED SICK DAYS

Total Days	% of Sub Pay
40 - 59	30
60 - 79	45
80 - 89	60
90 – 150 (Cap)	75 (\$4,000 Cap)

ARTICLE X

UNPAID LEAVES OF ABSENCE

- 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 for the following purposes:

380.1235 Sabbatical leave.

Sec. 1235. (1) 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 for 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.

(2) 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.

(3) 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.

Sabbatical Leaves:

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):

1. 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:
 - a. the birth or placement for adoption or foster care of a child;
 - b. the serious health condition of a family member;
 - c. the employee's own serious health condition;
 - d. the care of a child under age 18.
2. Seniority shall continue to accrue during the leave up to 12 weeks.
3. 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.
4. The employer shall continue all health insurance benefits up to twelve (12) weeks during a family leave.
5. A family leave may be taken on an intermittent or reduced schedule basis at the employee's option.
6. A pregnant unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the unit member at the termination of her disability benefits, at the option of the bargaining unit member. The unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.
7. Upon return from family leave, the unit member 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.
8. 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 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

increment. The teacher shall give sixty (60) days notice prior to the beginning of the semester they wish to return.

- F. Teachers who have seven (7) or more years of service may request a one (1) year leave of absence.
1. The regular salary increment will not accrue.
 2. Seniority credit will not be given for that year, however, said leave will not cause a break in continuous service.
 3. All fringes will not be paid by the Board, however, the option of payment by the teacher, at their costs, is available if provided by the carrier.
 4. Said leave is the board option and does need Board approval ninety (90) days prior to the start of the school year.
 5. Notice of return must be given in writing sixty (60) days prior to the semester the teacher will be returning.
 6. Said teachers shall be subject to all layoff and recall provision of the Master Agreement during the period of leave.

ARTICLE XI

INSURANCE PROTECTION

A. The Board agrees to provide without cost for a full twelve month period for the employee and his/her full family, a choice of Plan A or Plan B.

1. PLAN A

	2010-2011	2011-2012
Health:	MESSA Choices II PPO	MESSA Choices II PPO
	\$100/\$200 Deductible	\$200/\$400 Deductible
	\$10.00 Office Visit	\$10 Office Visit
	\$10/\$20 Prescription	\$10/\$40 Prescription (with reimbursement
	(Includes \$5,000 AD&D Basic Term Life)	down to \$10/\$20 level)
		(Includes \$5,000 AD&D Basic Term Life)
Negotiated Long Term Disability:		66 2/3%
		\$6,000 Maximum Monthly Benefit (effective 3/1/04)
		\$9,000 Maximum Monthly Salary (effective 3/1/04)
		60 Calendar Days - Modified Fill
		Maternity Coverage
		Pre-Existing Condition Waiver
		Freeze on Offsets
		Alcoholism/Drug Waiver-Two Year Limitation
		Mental/Nervous Waiver-Same As Any Other Illness
Negotiated Life:		\$25,000 and AD&D
Vision (Plan Year is July to July):		VSP-2
Delta Dental (Plan Year is July to July)*:		100% (basic and preventive)
		60% (restorative/oral surgery)
		60% (bridges, partials, dentures)
		50% (orthodontics): \$1500 (Lifetime Maximum)
		(\$1,500 Maximum Class I & II)

**A complete explanation of dental and orthodontic benefits is included in personal packet from MESSA.*

2. PLAN B

Negotiated Long Term Disability:		Same as above
Negotiated Life:		\$30,000 with AD&D

Vision (plan year is July to July): VSP-3

Delta Dental (plan year is July to July): Same as above

The Board shall provide a cash option in lieu of health benefits. The cash amount shall be \$115 per month the first year that the employee selects the cash option. For each subsequent year that the employee selects the cash 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 cash amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward a Board approved Tax-Deferred Annuity.

- B. Teachers may elect to have payroll deductions for a tax sheltered program and for the MEA auto insurance program.
- C. Part-time teachers (a part-time teacher will be defined as one who is teaching 4/7 of a day or less) will have the choice of one of the following:
 - 1. Pro-rated portion of the cost of Plan A.
 - 2. Fully paid Plan B.

ARTICLE XII

TEACHER EVALUATION

- A. Evaluation is a continual process inside and outside of the classroom during the school day.
- B. The performance of all teachers shall be evaluated in writing based upon the following:
1. Observations
 2. Progress of:
 - a. Probationary teacher: Individualized Development Plan
 - b. Tenure Teacher: Individual Goal Setting Plan
 3. Those criteria established by the Tenure Commission and consistent with the provision of the Tenure Act.
 4. The Board and the Association agree to consideration of a performance evaluation system in compliance with The Revised School Code (RSC) Act 451 of 1976. The adopted performance evaluation system will be rigorous, transparent, and fair (Section 380.1249). The revised performance evaluation system will contain provisions for a method of compensation that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation (Section 380.1250). The Board and Association agree to form a subcommittee consisting of an equal number administrators and teachers to continue negotiations with the objective of taking such action as may be necessary to comply with the foregoing sections of the Revised School Code.
- C. The annual year-end performance evaluation for probationary teachers shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.
- Any probationary teacher shall be employed for the ensuing year unless notified of unsatisfactory service in a manner required by the Tenure Act (*e.g.*, notice of unsatisfactory service must issue within a reasonable time of May 1). Probationary teachers shall be placed on an individualized development plan which is developed in consultation with the teacher and administrator or terminated from employment in a manner required by law.
- D. Tenure teachers shall be evaluated at least once every three years or in accordance with a performance evaluation system to be determined as per Article XII, Section B., paragraph 4.

Tenure teachers who receive a less than satisfactory evaluation will be placed on an "individualized development plan" by the administrator. The plan must be developed in consultation with the teacher.

Subsequent evaluations must contain an assessment of the teacher's progress in attaining the goals of the individual development plan.

- E. Evaluations shall be conducted by the teacher's building principal or assistant principal, or other full time administrators assigned by the Superintendent.
- F. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This shall not prevent inclusion in an evaluation of factors observed directly by the Administrator outside the formal observation setting (e.g., punctuality, interaction with parents).
- G. Two copies of the written evaluation and observation shall be submitted to the teacher within six school days after the observation, one to be signed and returned to the administration and the other to be retained by the teacher. A statement (i.e. evaluation) as to whether the teacher's performance is satisfactory, must be given at least sixty (60) days before the "close of the school year". The statement must also include the teacher's and administrator's assessment of the teacher's progress in attaining their goals set in the individual plan (probationary teachers) or in their goal setting (tenure teachers).
- H. Probationary and tenure teachers will have a personal interview by their evaluator within ten school days after the observation. In the event that the teacher feels his evaluation was incomplete or unjust he may put his objections in writing and have them attached to the evaluation report placed in his personnel file. The written objections must be submitted within fifteen school days after receiving the written evaluation. The Superintendent will order the annual year-end evaluation to be submitted to him for Board action as directed by Tenure Act. 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 probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

ARTICLE XIII

MENTOR TEACHERS

- A. The Byron Area Education Association will comply with the master/mentor teacher program as is set forth in Section 1526 of the School Code, MCL 380.1526, which requires that 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. The Board and the Association mutually agree to the following process with regards to the selection of a pool of potential mentors. The administration shall select mentors with the advice of a district level screening and recommending committee comprised of the Association President, an Association appointee from each building, who will be approved by the President, and building administrators. The committee will determine the teachers who meet the following guidelines:
1. 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.
 2. A mentor teacher will be one who chooses to be involved in the program of helping new teachers.
 3. A mentor teacher will not be part of the evaluation process of a new teacher.
 4. A mentor will be given the necessary inservices/training as it is deemed necessary by the administration for them to fulfill their responsibilities.

The building principal, with advice from the committee, will make the final determination on mentor assignments from the candidates screened by the Committee.

- C. All appointments as mentor teacher will be voluntary. Appointments will be for three (3) years unless either party requests a change through their building principal or the Committee decides the best interests of the parties to shorten that three-year period for prospective mentor teachers.
- D. Mentor teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
- E. A mentor teacher can have up to two (2) probationary teachers if desired.
- F. 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.
- G. 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.

ARTICLE XIV

PROTECTION OF TEACHERS

- 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 his 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 his 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 mentioned in this article and not otherwise covered shall not be charged against the teacher unless he/she is proven guilty.
- 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. A Teachers' Handbook shall be supplied for the purpose of outlining building policies and procedures.
- G. 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.
- H. 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.
- I. Request to change a teacher's grade. The following procedure is to be followed if a student and/or his/her parents request a change in a grade assigned by a teacher. (*Per Byron Area Schools Administrative Guideline 5421c.*)

1. The teacher is to be contacted by the student or parent to discuss the reasons the grade should be changed. If the teacher concurs, the grade change is made by the teacher and the principal is notified of the change.
2. If the teacher does not concur in the grade change, the student or parent may request a meeting with the principal. The principal shall arrange for the meeting which will include the teacher, the student and/or his/her parents, and the principal. The District's attorney may also be in attendance. If the student and/or parent comes to the meeting with an attorney without previously informing the principal that their attorney would be present, the hearing may be rescheduled to a date when the School District's attorney can also be present.
3. The principal will chair the meeting and inform participants of the meeting guidelines:
 - a. The student and/or parent will present reasons for the grade change.
 - b. The teacher will present reasons for the continuance of the grade.
 - c. The principal and attorneys (if present) may question both parties while both are in attendance.
 - d. Upon completion of the questions, the meeting will recess while the principal deliberates.
 - e. The principal will reconvene the meeting with all parties present and announce his/her decision.

The principal's decision may be appealed to the Superintendent in accordance with the procedures described in Board of Education Policy 9130.

ARTICLE XV

NEGOTIATION PROCEDURES

- 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 XVI

GRIEVANCE PROCEDURE

- 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:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the Schedule B.
 3. Any matter involving teacher evaluation. The Association may grieve any evaluation [except section A. (1.)] if capricious, arbitrary, unreasonable, or if the evaluation report is unsatisfactory.
 4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate the building representative and an alternate per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at level one as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term “days” as used herein shall mean days in which school is in session.
- 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. 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 same. 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.

Level Two:

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

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant 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.

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 two (2) weeks 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 two (2) weeks after the initial hearing.

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

Level Four:

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

1. If the Association is not satisfied with the disposition of the grievance at level three, it may, within ten (10) days after the decision of the Board, 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.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

3. 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.
4. The arbitrator:
 - a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. Shall have no power to establish salary scales or to change any salary.
 - c. 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.
 - d. Shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
 - e. Shall not hear any grievance previously barred from the scope of the grievance procedure.
5. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.
6. 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.
 - a. 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 his employment), all further proceedings on a previously instituted grievance shall be barred.
 - b. The Association shall have no right to initiate a grievance involving a teacher or group of teachers without his or their express approval in writing thereon, but the Association may file grievances as representative of its entire membership.
 - c. 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.

- d. 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.

- e. 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.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- 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 thirty-five cents (.35) 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. Teachers shall submit to the Superintendent a letter of intent, upon request by the Superintendent, which will state whether or not said teacher intends to continue his employment with the Board for the next school year. The purpose of such letter shall be to plan for the following school year and shall not be binding on the teacher.
- E. The Association agrees to cooperate with and assist the Board of Education and it's representatives in maintaining compliance with the provisions of the Agreement.

ARTICLE XVIII

SENIORITY, LAYOFF, RECALL

- 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 this article 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 he 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:
 - 1. Seniority shall accrue while on approved leaves.
 - 2. Seniority starts with the date a teacher starts teaching for the district under contract.
 - a. The teacher will become a member of the bargaining unit after proper employment paperwork is submitted to the Business Office.
 - b. Other substitute teachers cannot gain seniority and shall not be considered members of the bargaining unit.
 - 3. If a teacher terminates his employment or refuses employment he/she loses any accumulated seniority.
 - 4. 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.
 - 5. A one (1) semester position will count as one-half (1/2) year of seniority.
 - 6. Drawing date for seniority position will be held the 4th week of school.

7. 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.
 8. If two or more teachers have the same seniority, the following procedure will be used at the time of layoff to determine who is laid off.
 - a. The teacher with the most years total teaching experience shall remain. This shall include substituting within the Byron District in one position for more than 95 days.
 - b. If the teachers remain equal after a. above, the teachers so affected will participate in a drawing to determine placement on the seniority list. The association members so affected will be notified in writing of the date, place, and time of the drawing.
- E. In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be followed:
1. Probationary teachers shall be laid off first except in cases where there is no tenured teachers certified to take their position.
 2. Teachers shall be laid off according to the seniority list, the least seniority teachers will be laid off first.
 3. A teacher whose position has been eliminated shall be placed in the first available vacancy for which he/she is certified and qualified. If there is no vacancy, the teacher whose position has been eliminated shall replace the least senior teacher's position for which they are certified and qualified.
 4. To accomplish the above, involuntary transfers will be made where necessary.
 5. The most senior certified personnel will be retained, however, qualification for a teaching position will be determined by the areas of certification defined on the valid state teaching certificate(s) held by the affected teacher.
 6. In the event a teacher is laid off due to a reduction in staff, the board shall have no obligation for salary or fringe benefits beyond the effective date of the layoff, except its Board must fulfill the remaining contract provisions concerning fringe benefits throughout the summer months if the layoff is at the end of the school year.

During a period of impending layoffs, the Board agrees to grant all requests for

voluntary layoffs as long as there is a teacher in the system certified and qualified to replace the teacher requesting the layoff. The Board shall endeavor to give a non-binding verbal 45 calendar day notice of layoff to the individual involved, and in any event a four (4) week notice shall be given in all cases.

- F. Recall of the teachers shall be in the inverse order of layoff, (i.e. those laid off last will be recalled to the first vacancy for which they are certified and qualified).

To accomplish the above, involuntary transfers will be made where necessary. Except as otherwise required by law, the Board shall not be required to recall from layoff per diem teachers under special contract.

The Board shall give written notice of recall from layoff by sending a certified letter with return address. It shall be the responsibility of all teachers to notify the Board of any changes in address or update in certification. Recalled teachers shall respond within ten (10) days of written notice.

The Board reserves the right to reduce the workforce for economic reasons at anytime and without prior notice.

Recalled teachers shall be reinstated with those benefits which were accumulated up to the date of layoff.

Except as otherwise required by law, a laid off teacher shall be placed and remain on the recall list for a period not to exceed three (3) years unless said teacher has resigned.

ARTICLE XIX

CONTRACT MAINTENANCE AGREEMENT

- A. 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.

Once a year retirement incentives will be scheduled for discussion.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July, **2010** and shall continue in effect until the thirtieth day of June **2012** (two years). 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.

DATE

BOARD OF EDUCATION

BY PRESIDENT

BY SECRETARY

DATE

EDUCATION ASSOCIATION

PRESIDENT

SECRETARY

2010-11 SALARY SCHEDULE A - 1%					
STEP	INDEX	BA	BA+18	MA	MA+
1		\$ 38,620	\$ 39,393	\$ 42,869	\$ 43,619
2	1.040	\$ 40,165	\$ 40,968	\$ 44,583	\$ 45,333
3	1.041	\$ 41,812	\$ 42,648	\$ 46,411	\$ 47,161
4	1.042	\$ 43,568	\$ 44,439	\$ 48,361	\$ 49,111
5	1.043	\$ 45,441	\$ 46,350	\$ 50,440	\$ 51,190
6	1.044	\$ 47,441	\$ 48,390	\$ 52,659	\$ 53,409
7	1.045	\$ 49,576	\$ 50,567	\$ 55,029	\$ 55,779
8	1.046	\$ 51,856	\$ 52,893	\$ 57,560	\$ 58,310
9	1.047	\$ 54,293	\$ 55,379	\$ 60,266	\$ 61,016
10	1.048	\$ 56,900	\$ 58,038	\$ 63,159	\$ 63,909
11	1.049	\$ 59,688	\$ 60,881	\$ 66,253	\$ 67,003
12	1.050	\$ 62,672	\$ 63,925	\$ 69,566	\$ 70,316
**MA+ is not based on the factor. MA+ is \$750 added to MA schedule.					
2011-12 SALARY SCHEDULE A - 0.50%					
STEP	INDEX	BA	BA+18	MA	MA+
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
**MA+ is not based on the factor. MA+ is \$750 added to MA schedule.					

SCHEDULE A – PROVISIONS

1. Teachers may be allowed previous experience up to a maximum of seven (7) years.
2. One year experience will be allowed for service in the Armed Forces, however, after 1964, service experience will be credited only if the teacher was a fully qualified full-time teacher in Michigan at the time of induction.
3. One semester or more of past experience may be credited as a full year.
4. 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.
5. 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.

6. 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.
7. 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.

8. 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	\$1,200.00
20+ Years	\$1,450.00

9. A teacher with a Masters Degree from an accredited university/college and 30 State approved educational credits beyond a Bachelors degree will be entitled to \$750.00 in additional compensation per year paid along with regular payroll. Payment will

commence with this contract and will not be retroactive. Use BAS-MA & 30 Form (Credit Approval form) located at end of contract. The administration will have the right to determine if credits are to be approved based on written verification from the State approved institution.

For example: (Those who qualify under this arrangement)

Teacher A: Receives a Masters Degree then earns an additional 30 credits.

Teacher B: Earns thirty credits that are independent of the Masters Degree earned.

Teacher C: Earns a Masters Degree and an additional 30 credits simultaneously.

10. 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 Football	10.0%
Varsity Assistants	7.0%
J.V. Football	6.0%
J.V. Assistant	5.0%
J.V. Assistant	5.0%
Freshman Football	5.0%
Head Basketball	10.0%
J.V. Basketball	6.0%
Freshman Basketball	5.0% (grandfather people already at 5.5%)
M.S. Basketball	
7th Grade	4.0% (grandfather people already at 5.0%)
8th Grade	4.0%
Head Track – Boys	10%
Head Track - Girls	10%
Assistant Track	5.0%
M.S. Track	4.0% (grandfather people already at 5.0%)
M.S. Track	4.0% (grandfather people already at 5.0%)
Head Cross Country	10%
Head Baseball	10%
J.V. Baseball	6.0%
M.S. Baseball	4.0% (grandfather people already at 5.0%)
Head Golf	10%
Head Softball	10%
J.V. Softball	6.0%
M.S. Softball	4.0% (grandfather people already at 5.0%)
Head Volleyball	10.0%

J.V. Volleyball	6.0%
Freshman Volleyball	5.0% (grandfather people already at 5.5%)
7th Grade Volleyball	4.0% (grandfather people already at 5.0%)
8th Grade Volleyball	4.0% (grandfather people already at 5.0%)
Varsity Soccer	10%
J.V. Soccer	6.0%
Football Cheerleading	5.0%
Basketball Cheerleading	5.0%
Wrestling	10.0%
Assistant Wrestling	5.0%
M.S. Wrestling	4.0% (grandfather people already at 5.0%)
Band Director	12.0%
Assistant Band Director	7.0%
M.S. F.F.A.	6.0%
Academic Enrichment (multiple) (with Administrative Approval)	2.5%
Senior Class	2.5%
Junior Class	3.0%
Sophomore Class	1.5%
Freshman Class	1.5%
FCCLA Sponsor	2.5%
Yearbook	2.5%
M.S. Yearbook	1.5%
Fine Arts Enrichment Program (previously Drama Club) (With Administrative Approval)	2.5%
Ag. Teacher	27%
Safety Patrol	2.0%
N. H. S.	2.0%

H.S. Student Council	2.5%
M.S. Student Council	2.0%
Elementary Student Council	2.5% total
Work Experience Program	2.0%
Extra teacher support (Example: Noon Supervision, Parking Lot Supervision)	\$12.75

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

	2010-2011	2011-2012
Regular Teachers subbing in classrooms	\$28.69	\$28.84
Adult Education Teacher	\$20.65	\$20.76
Drivers Education	\$26.35	\$26.48
MEAP Coordinators	\$26.35	\$26.48
Summer School	\$26.35	\$26.48
Curriculum Work/School Improvement	\$115/day \$57.50/3.5 hours or less	\$115.56/day \$57.78/3.5 hours or less
Curriculum Development/ School Improvement Chairperson	\$573.91	\$576.78
Comprehensive Health Committee Chairperson	\$573.91	\$576.78
Mentor Teacher	\$687.88 1 st year \$344.96 2 nd year \$344.96 3 rd year	\$691.32 1 st year \$346.68 2 nd year \$346.68 3 rd year
**Mentor paid at level of mentee's years of probation (1-3 years).		
Homecoming Coordinator	\$201.48	\$202.49
Saturday Detention/After School Detention	\$ 26.35	\$ 26.48
Homebound Teacher/Tutor	\$ 26.35	\$ 26.48

SCHEDULE B - PROVISIONS

1. 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.
2. To determine the pay for a Schedule B assignment the percentage for the position will be applied to the vertical column the teachers credit level places him or her on Schedule A.
3. 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.
4. 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.
5. In the event that outside personnel may be hired the percentage of pay will be no more than the B.A./B.S. scale.
6. 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.
7. Academic Enrichment/Fine Arts general guidelines:
 - < A pre-approved program that would involve students in academic pursuits primarily outside the regular classroom.
 - < The program would be long-term in nature meeting a minimum of 18 times for the length of the program, or a duration of one school year.
 - < Costs such as materials, entrance fees and travel costs would have to be pre-approved.
 - < The program would be under the guidance of the building administrator.
 - < Examples of such programs would be Odyssey of the Mind, Science Olympiad, Quiz Bowl, Theatrical performances, etc.
 - < See form BAS-AE-1 (Academic Enrichment Program Proposal)

Byron Area Schools 2010-2011 School Year <i>(9 Week Marking Periods)</i>	
Tuesday, August 31, 2010	Professional Development Day (Mandatory)(No school for students)
Wednesday, September 1, 2010	Professional Development Day (Mandatory)(No school for students)
Thursday, September 2, 2010	Professional Development Day (Mandatory)(No school for students)
Monday, September 6, 2010	Labor Day – No School
Tuesday, September 7, 2010	First Day of Classes (Full Day)
Wednesday, October 6, 2010	4 ½ Week Progress Report Date
Friday, November 5, 2010	End of 1 st Nine Week Marking Period
Wednesday, November 17, 2010	Parent/Teacher Conferences 5 to 8:30 p.m. (Students in school all day)
Thursday, November 18, 2010	Parent/Teacher Conferences 5 to 8:30 p.m. (Students in school all day)
Wednesday, November 24, 2010	No School
Thursday, November 25, 2010	Thanksgiving – No School
Friday, November 26, 2010	No School
Wednesday, December 8, 2010	4 ½ Week Progress Report Date
Friday, December 17, 2010	Christmas Vacation begins at the end of the day
Monday, January 3, 2011	School Resumes
Monday, January 17, 2011	Professional Development Day (Mandatory)(No School for students)
Thursday, January 20, 2011	Exams (Half day for students)
Friday, January 21, 2011	Exams (Half day for students)
	End of 2 nd Nine Week Marking Period
	End of 1 st Semester
Friday, February 18, 2011	Professional Development Day (Mandatory)(No School for students)
Monday, February 21, 2011	President’s Day – No School
Wednesday, February 23, 2011	4 ½ Week Progress Report Date
Monday, March 07, 2011	Mid-Winter Break – No School
Friday, March 25, 2011	End of 3 rd Nine Week Marking Period
Friday, April 1, 2011	Spring Vacation begins at end of the day
Monday, April 11, 2011	School Resumes
Friday, April 22, 2011	Good Friday – No School
Wednesday, May 4, 2011	4 ½ Week Progress Report Date
Monday, May 30, 2011	Memorial Day – No School
Tuesday, June 7, 2011	Exams (Half day for students)
Wednesday, June 8, 2011	Exams (Half day for students)
	End of 4 th Nine Week Marking Period
	End of 2 nd Semester
<i>(169 Full Instructional Days + 4 Half Instructional Days + 5 Professional Development Days)</i>	

Byron Area Schools 2011-2012 School Year <i>(9 Week Marking Periods)</i>	
Tuesday, August 30, 2011	Professional Development Day (Mandatory)(No school for students)
Wednesday, August 31 , 2011	Professional Development Day (Mandatory)(No school for students)
Thursday, September 1, 2011	Professional Development Day (Mandatory)(No school for students)
Monday, September 5, 2011	Labor Day – No School
Tuesday, September 6, 2011	First Day of Classes (Full Day)
Wednesday, October 5, 2011	4 ½ Week Progress Report Date
Friday, November 4, 2011	End of 1 st Nine Week Marking Periods
Wednesday, November 16, 2011	Parent/Teacher Conferences 5 to 8:30 p.m. (Students in school all day)
Thursday, November 17, 2011	Parent/Teacher Conferences 5 to 8:30 p.m. (Students in school all day)
Wednesday, November 23, 2011	No School
Thursday, November 24, 2011	Thanksgiving – No School
Friday, November 25, 2011	No School
Wednesday, December 7, 2011	4 ½ Week Progress Report Date
Tuesday, December 20, 2011	Christmas Vacation begins at the end of the day
Wednesday, January 4, 2012	School Resumes
Monday, January 16, 2012	Professional Development Day (Mandatory)(No School for students)
Thursday, January 26, 2012	Exams (Half day for students)
Friday, January 27, 2012	Exams (Half day for students)
	End of 2 nd Nine Week Marking Period
	End of 1 st Semester
Friday, February 17, 2012	Professional Development Day (Mandatory)(No School for students)
Monday, February 20, 2012	President’s Day – No School
Wednesday, February 29 , 2012	4 ½ Week Progress Report Date
Monday, March 12, 2012	Mid-Winter Break – No School
Friday, March 30, 2012	End of 3 rd Nine Week Marking Period
Friday, March 30 , 2012	Spring Vacation begins at end of the day
Monday, April 9, 2012	Easter Monday (No School)
Tuesday, April 10, 2012	School Resumes
Wednesday, May 9, 2012	4 ½ Week Progress Report Date
Monday, May 28, 2012	Memorial Day – No School
Tuesday, June 5, 2012	Exams (Half day for students)
Wednesday, June 6, 2012	Exams (Half day for students)
	End of 4 th Nine Week Marking Period
	End of 2 nd Semester
<i>(169 Full Instructional Days + 4 Half Instructional Days + 5 Professional Development Days)</i>	

**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

DATE OF MEETING	Mentor Teacher (Signature)	Probationary Teacher (Signature)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
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16.		
17.		
18.		
19.		
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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

DATE OF MEETING	Mentor Teacher (Signature)	Probationary Teacher (Signature)
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

DATE OF MEETING	Mentor Teacher (Signature)	Probationary Teacher (Signature)
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?

Administrators Signature

Date

Byron Area Schools
Prescription Reimbursement Form
2011-2012

Name _____
Please Print

I. Prescription Reimbursement

A. Time Lines

1. Byron Area Schools will accept original prescription receipts from eligible employees according to the following time lines:

<u>Receipts Dated</u>	<u>Submission Times</u>
October 1 through Dec. 31	By the 15 th of January
January 1 through March 31	By the 15 th of April
April 1 through June 30	By the 15 th of July
July 1 through Sept. 30	By the 15 th of October

2. Reimbursement checks will be issued the Tuesday following the board meetings in February, May, August and November.

B. Guidelines

1. Reimbursement will be made to pay back to the \$10/\$20 prescription level of coverage. The reimbursement will be up to \$20.00 per prescription for name brand 30-day prescriptions and \$40.00 for name brand 90-day supply. (Explanation: For a 30-day supply, it will be the actual price or \$20.00, the lesser of the two amounts. For a 90-day supply, it will be the actual price or \$40.00, the lesser of the two amounts.) There will be no reimbursement for generic drug prescriptions because the coverage is the same as the \$10/\$20 prescription coverage.
2. All documentation must be the original with the RX number, date filled, days supply and name of person the RX is for.
3. Attach receipts to 8 1/2 x 11 sheets of paper.
4. Total all receipts.
5. Place receipts in an envelope with this completed claim form.
6. Submit envelope to the Byron Area Schools Business Office according to the preceding time table.

Based on the following information and having followed the prescription reimbursement guidelines for the Byron Area School District, I hereby request prescription reimbursement benefits.

1. The reimbursement expenses relate to eligible prescription expenses incurred by me, my spouse and/or eligible dependents.
2. I have not received reimbursement under any insurance policy, any federal or state health or accident plan or any other plan for these prescription expenses.

A. Prescription Reimbursement

1. Prescription Total Reimbursement \$ _____

Date _____	Employee Signature _____
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Account # 111- -2130-000-0000-