

6/30/96

AGREEMENT BETWEEN THE
BYRON BOARD OF EDUCATION
AND THE
BYRON EDUCATION ASSOCIATION

July 1, 1994
THRU
JUNE 30, 1996

Byron Area Schools

TABLE OF CONTENTS

ARTICLE		PAGE
	Agreement	1
I	Preamble	1
II	Recognition	2
III	Teacher Rights	4
IV	Board of Education Rights	5
V	Professional Compensation	6
VI	Teaching Assignments	8
VII	Teaching Conditions	9
VIII	Vacancies & Promotions	14
IX	Transfers	15
X	Leave Pay	15
XI	Leaves of Absence	16
XII	Insurance Protection	19
XIII	Teacher Evaluation	20
XIV	Protection of Teachers	25
XV	Negotiation Procedures	26
XVI	Grievance Procedure	27
XVII	Miscellaneous Provisions	31
XVIII	Seniority, Layoff, Recall	33
	Voluntary Leaves	36
XIX	Contract Maintenance Agreement	37
XX	Duration	38
	Salary Schedule 1994-95	39
	Salary Schedule 1995-96	40
	Salary Schedule Amendment A - Longevity	41
	Schedule A - Addition to Salary	42
	Schedule B	43
	Additions to Schedule B	46
	Official School Calendar 1994-95	47
	Official School Calendar 1995-96	48

MASTER CONTRACT

This agreement effective the 1st day of July 1994 by and between the Board of Education of the Byron Area School District in the counties of Shiawassee, Livingston, and Genesee, hereinafter called the "Board" and the Byron Education Association, hereinafter called the "Association".

ARTICLE I

- - - - -

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 II
RECOGNITION

- - - - -

- A. This agreement is 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".

The Board recognizes the Association as the exclusive bargaining representative for the Byron Area Schools' certificated teaching staff including the position of classroom teachers, counselors, and librarians. 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. 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 references to male teachers shall include female teachers.

- B. Any teacher who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of membership dues in the association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and August 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth of such professional dues from the regular salary check of the teacher each pay period of nine months, 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. Upon authorization of the teacher, insurance premiums and credit union deposits shall be deducted upon such conditions as the Association and Board shall establish.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws. The rights granted to teachers under the master contract shall be deemed to be in addition to those provided elsewhere.
- D. Agency Shop-Professional Dues and Fees
1. All employees covered by this Agreement shall as a condition of continued employment, 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:
 - a. Union membership dues (including National, Michigan, and Local Education Association): or
 - b. A Union representation service fee established under the Unions procedures and policies.
 2. The deduction of dues and service fees is required as a condition of this Agreement. The District accordingly agrees to payroll deduct dues and representation service fees pursuant to the authority set forth in M.C.L.A. 408.477. Each employee and Union hereby authorize the District to rely upon and honor certifications of the local Union financial officer or a designated representative of the Byron Education Association, regarding the amounts to be deducted each month.
 3. 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 Union 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 defining its' action through its' own counsel and expense.

ARTICLE III
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 parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from each public agency.

- C. 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. No teacher shall be prevented from wearing insignia or pins as identification of membership in the Association whether on or off school premises.

Buletin board in the teachers' lounge shall be made available to the Association and its members.

- D. 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 confidential personnel files.

- E. 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.

ARTICLE IV
BOARD OF EDUCATION RIGHTS

- - - - -

- A. 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:
 - 1. Manage the school's business, the equipment and operations and to direct the working forces.
 - 2. 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.
 - 3. 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.
 - 4. The right to direct the working forces, including the right to hire promote, transfer, discharge employees, and to determine the size of the work force and to lay off employees.
 - 5. Determine the qualifications of employees.
 - 6. 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 sub-divisions, buildings or other facilities.

7. Determine the placement of operation, production, service, maintenance, or distribution of work and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.
9. 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.
10. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
11. 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. Such salary schedule to be worked out before posting the position.
- B. It is agreed that the school year shall consist of a minimum of one hundred eighty (180) days of student instruction as promulgated by the Department of Education (it being expressly understood that in the event the one hundred eighty (180) days of student instruction is increased the Board of of Education shall have the right to expand the school calendar to achieve the minimum number of days as required by the Department of Education. This will be done in consultation with Association. School shall be closed Friday after Thanksgiving and will close no later than the end of the school day of December 23, and will remain closed through New Year's day.

HOW CONTRACT DAYS ARE APPORTIONED

Student Instruction Days	180
	(Subject to department of Education Regulation
Teacher Work Days	180
	- - -
Total	180

- C. In accordance with the Public Act 239 of 1984, where days of instruction are not held because of conditions not within the control of school authorities, those days will be made up to insure a minimum of one hundred eighty (180) days of student instruction. It is understood that such days shall be considered part of the regular school year and no employee shall receive additional compensation for those days.

- D. Attendance at conferences for professional growth being encouraged, the Board will allow released time and reimbursement of expenses for approved conferences. Such conferences must have the approval of the superintendent or his designate. 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 may elect at the beginning of the contractual year to receive his pay in 20 or 26 pay periods. Once the decision has been made it cannot be changed during that year. The first pay day will be by the second Friday after opening of school.

- F. The curriculum director will submit no more than six names to the curriculum council for approval. These individuals will work no more than two (2) weeks or ten (10) working days outside of the normal school year at a rate equal to the daily rate of a first year teacher.

ARTICLE VI
TEACHING ASSIGNMENTS

- - - - -

- A. The normal weekly teaching load in the Middle and High School will be thirty (30) teaching periods per week not to exceed twenty six (26) hours and forty (40) minutes (clock hours) of assigned teaching and student supervision + five preparation periods, including twenty-four (24) minutes of passing time. No Secondary or middle school teachers shall have more than four (4) preparations a day. Each modified and accelerated class shall be considered a separate preparation. Exceptions may be made with the teachers written approval. Exceptions may be made in Middle School-High School preparation combinations in the practical areas of unified arts, fine arts, and physical education. The Board will strive to achieve the University of Michigan accreditation Bureau standards relative to the number of teacher preparations per week. Teachers 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.

- B. Since pupils are entitled to be taught by teachers who are working within their area of qualification, 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 assignments due to changing 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. Elementary teachers will generally have a daily thirty (30) minute duty free lunch period, and a daily thirty (30) minute preparation period, however, when it is determined by the building principal because of inclement weather or other conditions that students should have a "stay-in-day" the teachers will have a twenty (20) minute duty free lunch period. On "stay-in-days" elementary teachers may leave the building as soon as the building is cleared of students at the end of the day. Elementary teachers shall supervise their students at a noon until they reach the cafeteria. Elementary teachers will not be required to supervise recess periods more than one day per week except on "stay-in-days", when the building principal will make assignments on an equitable basis. Hall duty assignments will not be made as long as the present system of utilizing student patrol continues to work satisfactorily.

ARTICLE VII
TEACHING CONDITIONS

- - - - -

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.

TEACHING HOURS

1. Elementary teachers shall be in their building twenty (20) minutes before the beginning of the first class period of the school day, and may leave twenty-five (25) minutes after the last class period of the school day. Elementary teachers shall be at their regular assigned teacher station ten (10) minutes before the start of the first regularly scheduled class period.

2. Secondary teachers shall be in their building at their assigned station fifteen (15) minutes before the beginning of the first scheduled class period of the school day and may leave the building fifteen (15) minutes after the last regularly scheduled class period of the school day.

3. All teachers shall be expected to attend teachers' meetings as necessary.
4. It is recognized that the improvement of curriculum is part of the duties of all teachers and part of their professional responsibility.

B. Teaching Load

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 fourth Friday count, should class size exceed maximum in the contract a new section will be created. The new section will be added within five school days. If class size limits are exceeded after the end of the fourth marking period no new sections will be created for the remainder of the year. With existing physical facilities the following are considered standards to work toward:

In the event that the Board established combination classes in the elementary the following shall apply:

The principal will first seek volunteers to teach such classes.

Teachers shall be consulted as to students to be enrolled in combination classes. Combination classes will not exceed:

	Optimum	Maximum
Grade 1-2-3	20	23
Grade 4-5	25	28
Grade 3-4	21	24
Elementary		
Kindergarten	20	26
First- Second grade	23	28
Third - fifth grade	28	31
Middle School		
English	25	33
Social Studies	25	33
Mathematics	30	33
Science	30	33

Arts - Crafts	25	27
Physical	25	45
High School		
English	25	34
Social Studies	25	34
Mathematics	30	34
Biology	30	34
Arts - Crafts	25	27
Physical Education	25	45
Chemistry & Physics	25	28
Business	23	28
Typing	25	30
Drafting	25	30
Vo-Ag Shop	20	25
Home Economics	20	24
Band (60 or more at the discretion of the band director)		
Industrial Arts	16	20

- C. The school calendar shall be worked out between the representatives of the School Board and a committee of the Association. If the parties cannot reach an agreement the representatives of the Board will proceed to set up a school calendar that shall not exceed 180 instructional days and 182 contracted days.
- D. 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 and the Board will undertake to implement all joint recommendations thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

- E. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.
- F. 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.
- G. Separate non-pay telephone facilities shall be made available to teachers for their reasonable use.
- H. Adequate parking facilities shall be made available to teachers for their assigned use.
- I. 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.
- J. 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 to every student without regard to race, creed, religion, sex, color, nationality, opportunity to all pupils.
- K. Board will provide: (1) a separate desk for each teacher (2) space for teachers to store coats, overshoes, and personal articles, (3) chalk board in every classroom, (4) a copy of the text for the teacher, attendance books, paper, pencils, chalk and erasers and (5) within budgetary limits, the Board will provide for each teacher: lockable drawer space, storage space in each classroom for instructional materials, dictionaries in each classroom for the teachers, a gym

uniform for each physical education teacher, a smock for each art and home economics teacher, a laboratory coat for each laboratory science teacher, a shop coat for each vocational and industrial education teacher. Other materials required by the teacher may be requested by the teacher to the building principal and such request will be given prompt consideration.

- L. Teachers will be advised insofar as can be reasonable 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 the 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."
- M. No teacher attendance shall be required on Act of God days which force the closing of schools. However, teachers are encouraged to make use of these days in their buildings for purposes appropriate to their teaching assignment of the furtherance of the educational program in their assigned areas.
- N. The length of the instructional day for the high school and middle school teachers shall be from 8:00 a.m. until 2:44 P.M.. The length of the Instructional day for elementary teachers shall be from 8:15 a.m. until 2:30 P.M..
- Q. 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 shall, as it has in the past, maintain safe working conditions.

- P. 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.

ARTICLE VIII
VACANCIES AND PROMOTIONS

- - - - -

- A. A vacancy will exist when any position new or existing that requires certificated teaching staff shall open up for a period of one school year or longer. The opening may come about because of retirement, leave, transfer, termination, or any other unforeseen circumstance.

In the event that a leave is extended to cover two (2) semesters that position will then be treated as a vacancy.

- 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 substantially 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.

**ARTICLE IX
TRANSFERS**

- - - - -

- A. 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.

**ARTICLE X
LEAVE PAY**

- - - - -

- A. All regular teaching employees shall be entitled to eleven (11) leave days annually and up to three (3) days may be used for personal days. Unused leave days may be accumulated to 120 days. The allowable number of days of sick leave for new teachers employed after the regular school year has started shall be reduced by one day per month or major fraction thereof for each month which has transpired prior to employment.
- B. Teachers employed for a period longer than the regular teaching contract shall receive one additional day of sick leave for each additional full month of employment.
- C. Each teacher may use their personal days for business of an urgent nature and cannot be transacted at another time. Each teacher request for a personal business day shall be approved by the building principal "at least one day in advance" except in cases of an extreme emergency the teacher shall notify the school before 7:00 a.m. of the day he is to be absent if at all possible, and no later than "two days" after return to the job the teacher shall file with the building principal a written statement concerning the reasons. The principal shall have the discretion to waive the one day in advance approval requirement. It is expressly understood that these days may not be taken during the last week of school or semester, nor may they be used to extend a vacation.
- D. Conditions for which sick leave may be used for employees qualifying for sick leave in "A" above.
 - 1. Employee in no condition to report for duty because of illness or injury.

2. Sick leave may be used in case of serious illness or injury in the immediate family.
3. A reasonable amount of time may be used in case of a death in the immediate family.
4. The superintendent may use discretion in situations not specifically covered in the above.

E. A record of accumulated sick leave as of the first day of school shall be submitted to each teacher during the first four (4) weeks of each school year.

ARTICLE XI
LEAVES OF ABSENCE

- - - - -

- A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay or fringe benefits, except as provided in Section A of Article X 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 hospital 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.
- B. 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 compensate 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.
 3. Time necessary to take the selective service physical examination.
- C. Leaves of absence of one (1) year without pay shall be granted up to a maximum of five (5) teachers upon application sixty (60) days prior to commencement of leave for the following purposes:
1. Study related to the teacher's certified field.

2. "Certification in a field other than the field in which the teacher is currently certified".
3. Study, research or special teaching assignment involving probable advantage to the school system.

In the event that more than (5) teachers apply, the first five (5) applications will be granted approval for the leave. The regular salary increment occurring during such period shall be allowed provided the teacher successfully completes the years outlined program. Notice of intent to return shall be given sixty (60) days prior to the beginning of the semester the teacher wishes to return.

D. Maternity leave without pay, experience credit, or sick leave accumulation is available to female teachers. Written request for such leave must be submitted to the superintendent at least (90) calendar days prior to commencement of leave. However, such request may be withdrawn prior to commencement of the leave due to termination of pregnancy. It is further provided that:

1. The reinstatement after said leave shall be in the teachers former position or area of certification.
2. The maximum initial maternity leave period will be up to one (1) calendar year.
3. Pregnant teachers may utilize either of two options with respect to leave status during periods of disability:
 - a. Option 1: The teacher may utilize sick leave provided in Article X of this Agreement.
 - b. Option 2: The teacher may elect an unpaid leave of absence for the period of disability, up to two (2) semesters. Such leave is without pay, experience credit, sick leave accumulation or fringe benefits. Written request for such leave must be submitted to the Superintendent at least ninety (90) calendar days prior to commencement of leave. In the event the birth of the child occurs before commencement of leave the date of the birth of the child will be used as the date of the commencement of leave the board agrees to continue health insurance for

30 days after birth of the child. Any such leave request may be withdrawn prior to commencement of the leave due to termination of the pregnancy. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave, provided that she shall give at least sixty (60) calendar days notice in advance of the semester in which she desires to return.

- c. If a teacher who is on leave under option 1 and needs to have their leave extended, may apply for a leave under option 2. The request to move from option 1 to option 2 must be made fifteen (15) calendar days before their leave under option one terminates.

- 4. A request for an additional year of maternity leave can be made at the termination of each years leave.

E. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall not receive credit toward annual salary increment on the schedule appropriate to their rank. The teacher must give sixty (60) days notice prior to leaving and sixty (60) days notice prior to the beginning of the semester they wish to return.

F. 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.

G 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.

H. Family and Medical Leave Act :

The board and association agree to the terms of the Family and Medical Leave Act of 1993 and understand that the purpose of the act is to entitle certain eligible employees to take reasonable leave for medical reasons, for the birth or adoption of a child, or a child, spouse or parent who has a serious health condition. The leaves may include by way of illustration; ongoing unpaid leave, leave taken intermittently, or leave on a reduced work schedule. As required by law, insurance benefits will be continued for eligible employees on qualified leaves of absence but, this will in no way diminish rights and privileges already granted in the master agreement.

The Board reserves the right to exercise those rights and options available to those employees under law in the development of policies and procedures for the implementation of the act.

ARTICLE XII
INSURANCE PROTECTION

- - - - -

Pursuant to the authority set forth in Section 617 of the school code of 1955 as amended, the Board agrees to furnish to all teachers the following insurance protection.

A. Effective the 1994-95 school year the Board agrees to provide without cost MESSA-Pak for a full twelve month period for the employee and his/her full family. This MESSA-Pak shall include: Supercare I, LTD (60 day, 66 2/3% of salary), Delta Dental plan (100-60-60), 15,000 Term Life Ad & D, VSP-I-Vision.

The board will cover and reimburse bargaining unit members the cost of the deductible under the MESSA Supercare health plan and the Board will reimburse the policy holder's prescription drug co-pay costs.

EXAMPLE: with a \$2.00 drug card the Board will pay \$1.50 back to the teacher. Teacher costs will remain as if they had a 50 cent (.50) drug co-pay card.

The board will cover and reimburse bargaining unit members 40% for fillings and X-rays not covered by the 60% payment.

Plan "B" shall include LTD the same as in Plan A, Delta Dental C 01 (50/50/50: \$500), \$25,000.00 term life insurance Ad & D, VSP-2 vision, and a 50 cent prescription drug card.

The Board of Education agrees that it will not propose any change in the deductible costs of health insurance of \$100.00 for full family and \$50.00 dollars for single carrier, with a .50 cents on prescription. For two years beyond the duration of the 1991-1994 agreement. These deductible costs are to be submitted on a quarterly basis.

- B. Teachers may elect to have payroll deductions for a tax sheltered program and for the MEA Auto Insurance Program.

ARTICLE XIII
TEACHER EVALUATION

- - - - -

Teacher Evaluation - Probationary and Tenure Status Teachers:

- A. Evaluation is a continual process inside and outside of the classroom during the school day.
 - 1. The performance of all teachers shall be evaluated in writing.
 - 2. The performance will be evaluated by three criteria:
 - a. Observations
 - b. Progress of:
 - 1.) Probationary teacher: Individualized Development Plan
 - 2.) Tenure Teacher: Individual Goal Setting Plan
 - c. Those criteria established by the Tenure Commission and consistent with the provision of the Tenure Act.
 - 3. Probationary teachers (hired after June 11, 1993) and consistent with provisions of the Tenure Act, shall be required to serve a 4 year probationary period. Teachers (hired after June 11, 1993) who had acquired tenure status in another Michigan school district, shall be required to serve a 2 year probationary period, unless waived by the district Board of Education. Teachers

hired on or prior to June 11, 1993, are subject to the probationary period established by law.

- a. They shall be evaluated at least two times during the school year. the first no later than the end of the first marking period, the second at least before the end of the third marking period, and the third before the final evaluation is submitted to the superintendent for Board action.
 - b. The evaluation shall include an individualized development plan. The plan is to be developed in consultation with the teacher and administrator. After development of the IDP.
4. Tenure teachers shall be evaluated at least once every three years.
 5. Evaluations shall be conducted by the teacher's building principal or assistant principal, or other full time administrators assigned by the superintendent.
 6. Each observation shall be made in person for a minimum of 30 minutes. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 7. 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 teachers performance is satisfactory, must be given at least 60 days before the "close of the school year. The statement must also include the teachers and administrators assessment of the teacher's progress in attaining their goals set in the individual plan (probationary teachers) or in their goal setting (tenure teachers).
 8. 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 final evaluation be submitted to him for Board action as directed by Tenure Law. 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.

9. 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.
10. Upon his request the teacher shall at all times be entitled to review the contents of his own personnel file, except confidential credentials. 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 may be placed therein without providing the teacher with a copy, except that it expressly is understood that confidential credentials shall not be provided or made available to teachers.
11. 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 for any infraction of discipline or delinquency in professional performance except when the emergency of the situation demands immediate action. 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.
12. No tenure or probationary teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any disciplinary action of a tenure teacher without just cause shall be subject to the professional grievance negotiations procedure hereinafter set forth. A program of progressive discipline shall be followed. The progression of disciplinary action shall be followed prior to the imposition of economic discipline on any member of the bargaining unit:
 - a. verbal warning
 - b. written warning
 - c. verbal reprimand

- d. written reprimand
- e. suspension with pay

The Board shall then adhere to the following progression: One (1) day suspension without pay; Three (3) day suspension without pay. Further economic discipline may not be imposed without compliance with the steps set forth above. 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 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.

B. Mentor and Intensive Professional Development Induction MCL 380.1526

Law: The Byron Area Education Association acknowledges 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 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 of 38.83a of the Teacher Tenure Act, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least (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.

Mentor Selection - Committee

The Byron Area School District and the local education 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 president appointee from each building, and building administrators.

(Interpretation - Committee selects a pool of teachers who meet guideline requirements

for potential mentors. Building administrators select mentor's assignment with advice from committee.)

Mentor Selection - Guidelines

- A. A mentor teacher will be one who has experience teaching in the area of at least three (3) years and is willing to share those experiences. A mentor can be either a teacher presently on staff or a retired teacher with the required experience.
- B. A mentor teacher will be one who chooses to be involved in the program of helping new teachers.
- C. A mentor teacher will not be part of the evaluation process of a new teacher.
- D. A mentor will be given the necessary inservices/traning as it is deemed necessary by the administration for them to fulfill their responsibilities.

Responsibilities & Compensation

Regarding appointments, the following will apply:

- A. All appointments as Mentor Teacher will be voluntary.
- B. Appointment will be for three (3) years unless either party requests a change through their building principal or the Selection Committee decides it's in the best interests of the parties.
- C. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
- D. A Mentor Teacher can have up to two (2) probationary teachers if desired.
- E. 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.
- F. Mentor Teachers will be paid a stipend of \$600.00/first year, \$300.00/second year, \$300.00/third year per probationary teacher; paid out at the end of the school year for each mentee assigned.
- G. Mentor paid at the level of mentee's year of probation (1-3 years).

ARTICLE XI
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 relieve the teacher of responsibilities with respect to said pupil.

- B. Any case of assault upon a teacher in performance of duty shall be promptly reported to the building administrator. The Board will provide legal counsel upon request to advise the teacher of his rights and obligations with respect to such assault and shall render all 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 assault 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 is proven guilty.

- E. Parental complaints directed toward a teacher, which reflect 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 Committees 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 descretion, consider reimbursement to teachers for the loss, damage, or destruction of personal property while on duty on an individual case basis.

ARTICLE XV
NEGOTIATION PROCEDURES

- - - - -

- A. The Board and Association for the life of this agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement

- B. 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 constructivel considering and resolving any negotiable matters during this sixty (60) day period and until a new agreement is reached.

- C. 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.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

- E. 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.
- F. Meetings may be cancelled by notification to the other party by the chairman of either negotiating committee.
- G. Negotiation meetings shall be closed to the press.
- H. 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 (General School Law Part III 423,201).

ARTICLE XVI
GRIEVANCE PROCEDURE

- - - - -

(INCLUDING BINDING ARBITRATION AS LAST STEP OF 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 outlined in this Article:

- (a) The termination of services of or failure to re-employ any probationary teacher.
- (b) The placing of a non-tenure teacher on a third year probation.
- (c) The termination of services or failure to re-employ any teacher to a position on the schedule B.
- (d) Any matter involving teacher evaluation.

Except that the Association may grieve any such act except "C" if capricious, arbitrary or unreasonable, or if the evaluation report is unsatisfactory.

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 as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific in so far as possible;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation to the best of the grievant's knowledge;
6. It shall specify the relief requested.

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. If no resolution is obtained within three (3) days of the discussion the teacher shall reduce the grievance to writing and proceed with 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 the 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 the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to preemptorily strike not more than three from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.
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. Powers of the arbitrator are subject of the following limitation;
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He 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. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - e. He 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 and then only if they are of similar nature.
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.
 - f. 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.
 - g. The Association shall have no right to initiate a grievance involving the rightness of 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.
 - h. All preparation, filing, presentation or consideration or 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.

- i. 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.
- j. 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 Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number 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. Substitute teachers shall have minimum requirements as provided by law. 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 twelve dollars and fifty cents (12.50) for 94-95 - 95-96 per class hour.
- B. 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.
- C. 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.

The provision of this agreement shall be incorporated into and be considered part of the established policies of the board.

- D. 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.
- E. 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.
- F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty three cents (.23) per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- G. Approved minutes of Board of Education meetings will be provided to the President of the Association.
- H. The Association agrees to cooperate with and assist the Board of Education and it's representatives in maintaining compliance with the provisions of this Agreement.
- I. 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.
- J. All new teaching personnel shall report before the opening of school excluding weekends and holidays for orientation.

ARTICLE XVIII
SENIORITY, LAYOFF, RECALL

- - - - -

The Board of Education shall develop, following consultation of the Building PAC's and SAC, the educational 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.

- A. At the beginning of each year (3) representatives from the B.E.A. and the superintendent of schools shall review and update the Seniority list.

- B. Seniority shall be defined as; the amount of time an individual is continuously employed under the contract as a certified teacher and/or administrator within the school district, from the employee's last date of hire.
 - 1. Seniority shall not accrue while on approved leaves, however, such leaves shall not constitute a break in service for the purpose of computing seniority.
 - 2. A maximum of one (1) semester shall be granted for child care.
 - 3. Seniority starts with the date a teacher starts teaching for the district under contract, and the administrator, the first day on the job.
 - a. Seniority on the 61st day
Teachers substituting on a daily basis for more than 60 consecutive days in 1 specific teaching position shall start gaining seniority with the 61st day on the job. Seniority would not be retroactive to the 1st day. However such teachers will not gain seniority until they are hired as a regular teacher.
 - b. Seniority on the 1st day
Teachers hired to substitute 60 consecutive days or more in 1 specific teaching position, are paid on the salary scale and given benefits from the first day on the job, will gain seniority starting

with the first day on the job. However such teachers will not gain seniority until they are hired as a regular teacher.

- c. Daily substitutes
Teachers hired to substitute on a daily basis (not continuous) can not gain seniority.
 - d. Substitute teachers
If hired at a later date as a regular teacher will retain all seniority gained in above sections a and b. A regular teacher excludes persons who are on a per diem, daily, special or temporary contract.
 - e. If a teacher terminates his employment or refuses employment he/she loses any accumulated seniority.
 - f. Those people hired for a full year and filling a position for less than a full school day will be granted a full year of seniority credit.
 - g. A 1/2 year (1 semester) position will count as 1/2 year of seniority.
 - h. Drawing date for seniority position will be held the 4th week of school.
4. 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.

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 year total teaching experience shall remain.
- b. If the persons remain equal after (1) the person who has been continuously employed without a break in service (i.e. has taken an approved leave of absence) shall remain.
- c. If the persons remain equal after (2) the persons so affected will participate in a drawing to determine placement on the seniority list. The draw will establish the order of all future layoffs. The association members so affected will be notified in writing of the date, place, and time of the drawing.

C. 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 nonbinding verbal 45 calendar day notice of layoff to the individual involved, and in any event a 4 week notice shall be given in all cases.

D. RECALL PROCEDURES

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.

1. 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 10 days of written notice.
2. Recalled teachers shall be reinstated with full sickness, and leave benefits which were accumulated up to the date of layoff.
3. 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 3 years unless said teacher has resigned.

Teachers who have accumulated 10 or more years of seniority 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:

Years of continuous service completed In Byron Area Schools	Rate per accumulated sick leave day	Maximum Amount
10 yrs. to 12 yrs.	\$13.33	\$1,200
13 yrs. to 15 yrs.	\$16.67	\$1,500
16 yrs. to 18 yrs.	\$20.00	\$1,800
19 yrs. to 21 yrs.	\$23.33	\$2,100
22 yrs. to 25 yrs.	\$26.67	\$2,400
26 yrs. to 30 yrs.	\$30.00	\$2,700

(To determine the total amount of remuneration, multiply daily rate by number of unused leave days.)

The above are based on total of 90 accumulated unused leave days.

VOLUNTARY LEAVES

Teachers who have 7 or more years of service may request a 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 90 days prior to the start of the school year.
5. Notice of return must be given in writing 60 days prior to the semester the teacher will be returning.
6. Said teachers shall be subject to all layoff and recall provisions of the Master Agreement during the period of leave.
7. Failure to submit notice of return will constitute termination of employment.

ARTICLE XIX
CONTRACT MAINTENANCE AGREEMENT

- - - - -

The Association and the board agree that for the duration of the 1994-96 agreement they will meet every other month (September - June) at the request of either party to discuss contract matters. This excludes compensation issues in Schedules A and B. 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, not 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.

NOTATION - At the November/March meetings Retirement Incentives will be scheduled for discussion.

ARTICLE XX
DURATION OF AGREEMENT

- - - - -

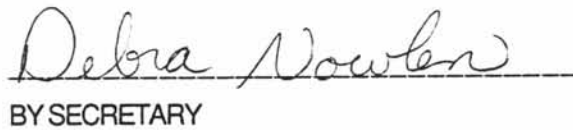
This agreement shall be effective as of the first day of July 1994 and shall continue in effect until the thirtieth day of June 1996. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this contract is subject to reopening, except by consent of both parties.

August 29, 1994

DATE

BOARD OF EDUCATION


BY PRESIDENT



BY SECRETARY

August 29, 1994

DATE

EDUCATION ASSOCIATION


PRESIDENT


SECRETARY

1994-95 SALARY SCALE

	INDEX	BA	BA = 18	MA
1.		26,727	27,262	29,667
2.	1.040	27,796	28,353	30,854
3.	1.041	28,936	29,515	32,118
4.	1.042	30,151	30,754	33,467
5.	1.043	31,448	32,076	34,906
6.	1.044	32,832	33,488	36,442
7.	1.045	34,309	34,995	38,082
8.	1.046	35,887	36,605	39,834
9.	1.047	37,574	38,325	41,706
10.	1.048	39,378	40,165	43,708
11.	1.049	41,308	42,133	45,849
12.	.1050	43,373	44,239	48,142

1995-96 SALARY SCALE

	INDEX	BA	BA = 18	MA
1.		27,395	27,943	30,408
2.	1.040	28,491	29,061	31,625
3.	1.041	29,659	30,253	32,921
4.	1.042	30,905	31,523	34,304
5.	1.043	32,234	32,878	35,779
6.	1.044	33,653	34,325	37,353
7.	1.045	35,167	35,869	39,034
8.	1.046	36,784	37,520	40,829
9.	1.047	38,514	39,283	42,749
10.	1.048	40,363	41,169	44,801
11.	1.049	42,340	43,186	46,996
12.	.1050	44,457	45,345	49,346

Salary Schedule Amendment A - Longevity

1st year 2.5 increase - .5 longevity

2nd year 2.5 increase - .5 longevity

Inservices Days (Optional) to be paid at \$100.00 per day.

SCHEDULE A - Addition to Salary

1. Teachers may be allowed previous experience up to a maximum of seven years. Teachers will not be credited with more or less years of experience than they are entitled to under the provision of this contract.
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 shall 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 30 days after the beginning of the semester for work completed prior to the beginning of said semester.
5. The Bachelor plus 18 scale became effective for the 1971-72 school year. Teachers who were employed by the Board during the 1969-70 school year who had earned a Bachelor plus 15 will not be removed from the increment. Only the courses taken by a teacher in a Master's program in his specific field of study shall be considered as qualifying the teacher for this scale.

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.

SCHEDULE B

Athletic Director	10.0%
Head Football	10.0%
Varsity Assistant	7.0%
J.V. Football	6.0%
J.V. Assistant	5.0%
J.V. Assistant	5.0%
Head Basketball	10.0%
J.V. Basketball	6.0%
Basketball - Girls	10.0%
J.V. Basketball - Girls	6.0%
Freshman Basketball	5.5%
M.S. Basketball:	
7th Grade	5.0%
8th Grade	5.0%
Head Track - Boys	8.0%
Head Track - Girls	8.0%
Assistant Track	5.0%
M.S. Track	5.0%
M.S. Track	5.0%
Head Cross Country	6.0%
Head Baseball	8.0%
J.V. Baseball	6.0%
Head Golf	6.0%
Head Softball	8.0%
J.V. Softball	6.0%
Head Volleyball	8.0%
J.V. Volleyball	6.0%
7th Grade Volleyball	5.0%
8th Grade Volleyball	5.0%
H.S. Cheerleading	6.0%
J.V. Cheerleading	4.0%
Wrestling	10.0%
Assistant Wrestling	5.0%

M.S. Wrestling	5.0%
Band Director	12.0%
Assistant Band Director	7.0%
M.S. F.F.A.	6.0%
Science Olympiad	3.0%
Senior Class	2.5%
Junior Class	3.0%
Sophomore Class	1.5%
Freshman Class	1.5%
Homecoming Coordinator	\$150.00
F.H.A. Sponsor	2.0%
Banquet Super.	0.3%
Yearbook	2.5%
M.S. Yearbook	1.5%
Vocal	2.0%
Drama Club	4.0%
(Formerly Junior/Senior Plays)	
Adult Education Director	2.5%
Athletic Events	\$9.00
Ag. Teacher	1.33%
Chaperoning Bus	
Tickets	
Timing	
Scoring	
Announcing	
Drivers Education	\$16.00 *Increase of .50 each additional year of contract
Adult Education Teacher	\$12.50
Safety Patrol	2.0%
N.H.S.	1.0%
H.S. Student Council	2.5%
M.S. Student Council	2.0%
Extra Teacher Sup.	\$ 7.00
Saturday Detention	
Noon Supervision	
Playground Supervision	

Curriculum Work	Equal to the daily rate of a first year teacher.
Curriculum Development Chairperson	\$500.00 per year
Mentor Teacher	\$600.00 1st year*
	\$300.00 2nd year*
	\$300.00 3rd year*

*Mentor paid at level of mentee's years of probation (1-3 years).

ADDITIONS TO SCHEDULE B

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 Renumeration before such position is presented to the board of education for approval and the position become part of schedule B.
2. To determine the pay for schedule B assignment the percentage for position will be applied to the vertical column the teacher's 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 based on the B.A./B.S. step one.
6. A freeze on schedule B for all athletic salaries including cheerleading will be in effect for the 1983-84 school year.

Example: A coaching position on Step 5 for 1982-83 will be on step 5 for the 1983-84 school year and paid on the 1982-83 salary scale. In 1984-85 that step will move to step 6 on the 1984-85 salary scale.

BYRON AREA SCHOOLS CALENDAR
1994-95

August 29,	1994	Teacher work day - 1/2 day for students in P.M.
September 5,	1994	Labor Day - No School
October 11,	1994	End of first marking period (30 days)
October 17,	1994	Kindergarten conferences in P.M.
October 18,	1994	Parent-Teacher conferences; no students in A.M. Evening conferences from 6:00-8:00 P.M.
October 19,	1994	Parent-Teacher conferences; no students in P.M. Evening conferences from 6:00-8:00 P.M.
October 21,	1994	1/2 day of school in A.M.
November 1,	1994	School Improvement Day - No school for students
November 18,	1994	End of second marking period (27 days)
November 24,	1994	Thanksgiving Day - No School
November 25,	1994	Thanksgiving Day
December 16,	1994	Christmas Vacation begins at noon. 1/2 day
January 3,	1995	School resumes
January 19,	1995	1/2 day of school in A.M. for exams
January 20,	1995	1/2 day of school in A.M. for exams
February 6,	1995	End of first semester (32 days)
February 7,	1995	Kindergarten conferences in P.M. Parent-Teacher conferences; no students in A.M. Evening conferences from 6:00-8:00 P.M.
February 8,	1995	Parent-Teacher conferences; no students in P.M.
February 20,	1995	Presidents Day - No School
February 21,	1995	School Improvement Day - No school for students
March 3,	1995	End of fourth marking period (29 days)
March 31,	1995	Spring vacation begins. No school in P.M.
April 10,	1995	School resumes
April 14,	1995	Good Friday. No school in P.M.
April 21,	1995	End of fifth marking period (29 days)
May 1,	1995	School Improvement Day - No school for students
May 29,	1995	Memorial Day. No School
June 7,	1995	1/2 day of school in A.M. for exams.
June 8,	1995	1/2 day of school in A.M. for exams. End of Second Semester (33 days)

School will be closed -

This calendar was altered by the addition of three days for the purpose of school improvement. Students will not be in school those days. These are optional work days paid at a rate of \$100.00 per day. There will be no mandated work beyond the normal workday.

BYRON AREA SCHOOLS CALENDAR
1995-96

August 28,	1995	Teacher work day - 1/2 day for students in P.M.
September 4,	1995	Labor Day - No School
September		School Improvement Day - No School for students
October 10,	1995	End of first marking period (30 days)
October 16,	1995	Kindergarten conferences in P.M.
October 17,	1995	Parent-Teacher conferences; no students in A.M.
October 18,	1995	Evening conferences from 6:00-8:00 P.M.
October 20,	1995	Parent-Teacher conferences; no students in P.M.
November		Evening conferences from 6:00-8:00 P.M.
November 17,	1995	1/2 day of school in A.M.
November 23,	1995	School Improvement Day - No school for students
November 24,	1995	End of second marking period. (27 days)
December 22,	1995	Thanksgiving Day - No School
January 8,	1996	Thanksgiving Day <i>No School</i>
January 18,	1996	Christmas Vacation begins at noon. 1/2 day
January 19,	1996	School resumes
February 5,	1996	1/2 day of school in A.M. for exams
February 6,	1996	1/2 day of school in A.M. for exams
February 7,	1996	End of first semester (33 days)
February 19,	1996	Kindergarten conferences in P.M.
March 1,	1996	Parent-Teacher conferences; no students in A.M.
March		Evening conferences from 6:00-8:00 P.M.
March 29,	1996	Parent-Teacher conferences; no students in P.M.
April 8,	1996	Presidents Day - No School
April 19,	1996	End of fourth marking period (29 days)
May 27,	1996	School Improvement Day - No school for students
June 4,	1996	Spring vacation begins. No school in P.M.
June 5,	1996	School resumes
		End of fifth marking period (29 days)
		Memorial Day. No School
		1/2 day of school in A.M. for exams.
		1/2 day of school in A.M. for exams.
		End of Second Semester (32 days)

School will be closed -

This calendar will be altered by the addition of three days for the purpose of school improvement. Students will not be in school those days. These are optional work days paid at a rate of \$100.00 per day. There will be no mandated work beyond the normal workday.