

CONTRACTUAL AGREEMENT

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

2005 ~ 2008

2008 ~ 2010

(As amended per Contract Extension Agreements)



Byron Center Public Schools

"Opening the Doors of Tomorrow for Students Today"

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ARTICLE I

Recognition

A. Bargaining Unit Defined

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, speech therapists, and teacher counselors for the mentally and physically handicapped, social workers and school psychologists, but excluding supervisory and executive personnel, office and clerical employees, custodians, bus drivers, cafeteria workers, aides, paraprofessionals and per diem substitutes. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

B. Exclusive Right

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given opportunity to be present at such adjustment.

C. Dues Authorization

1. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's “Policy Regarding Objections to Political – Ideological Expenditures” and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorized payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477: MSA 18,277 (7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
2. Pursuant to Chicago Teachers Union V Hudson, 106 S. Ct. 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to nonunion bargaining unit members. The remedies set forth in that Policy shall be exclusive, and

unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

D. Save Harmless

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

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

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

E. Teacher Rights By Law

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

ARTICLE II

Teacher Rights

A. Right to Union Activities

Pursuant to Act 379 of Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by 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/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. State Assistance

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

C. Information

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

D. Use of Building

The local school district personnel shall have the right to use school buildings at all reasonable hours for meetings after consultation with the building principal. When special custodial services are required, the Board may make a reasonable charge. No charges shall be made for use of school rooms on attendance days.

E. Transacting Association Business

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

F. Use of Equipment

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

G. Posting and Mail

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

H. Notice of Policy Changes

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

ARTICLE III

Board Rights

A. Source of Rights

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

1. Executive Management and Administrative Control

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

2. Hiring of Employees

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

3. Establishment of Grades and Courses of Instruction

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

4. Means and Methods of Instruction

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

5. Reasonable Rules and Personnel Policies

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

6. Academic and Athletic Schedule Positions

- a. All Schedule B positions are appointed on an annual basis. Positions which are vacant and need to be filled shall be posted for at least seven (7) days. Applications shall be taken from any interested

applicant. The Board shall hire a qualified teacher who makes application for a Schedule B position. If no teacher is selected, the board may hire from outside the bargaining unit. Any teacher whose Schedule B contract is not renewed, may not apply for that position the following year.

- b. Schedule B is an annual assignment. Teachers not renewed for Schedule B positions shall, upon request, be provided with written reasons for the denial of the position and shall have the right to add a written response. The failure to re-employ any teacher to a Schedule B position or other assigned responsibility outside the school day is not arbitrable.

7. Contracting or Sub-contracting

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

ARTICLE IV

Professional Compensation

A. Salaries

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

2007/2008

- I. **2% INCREASE IN WAGES**

2008/2009

- I. **2% INCREASE IN SALARY**
- II. **1% INCREASE BASED ON MEETING ALL PERFORMANCE INDICATORS**
 1. **CALCULATE ON THE REGULAR SCHEDULED BASE HOURS AND RATE OF PAY**

2009/2010

- I. **2% INCREASE IN SALARY**
- II. **UP TO 1% INCREASE BASED ON MEETING PERFORMANCE INDICATORS**
 1. **25% OF THE 1% TO BE PAID FOR EACH INDICATOR ACHIEVED**
- III. **.5% INCREASE IF THE DISTRICT HAS A 12% FUND BALANCE ON 08/09 FINAL AUDIT**

2. **PERFORMANCE INDICATORS**
 - A. **MEMBERSHIP ALLOWANCE INCREASE OF \$210 PER STUDENT OVER PREVIOUS YEAR**
 - B. **STUDENT ENROLLMENT INCREASE OF 100 PLUS STUDENTS (BLENDED COUNT)**
 - C. **NO LESS THAN 12% FUND BALANCE USING THE SPRING PROJECTED FINAL FUND BALANCE. IF THE FINAL AUDIT INDICATES MORE THAN 12% IT WILL BE THE DECIDING FACTOR.**
 - D. **FIVE OF SIX BUILDING IN THE DISTRICT WILL EARN AN "A" GRADE ON THE STATE "REPORT CARD" AND PROGRESS IS BEING MADE TOWARDS ATTAINMENT OF THEIR NCA/SI BUILDING GOALS**

- **2009/2010**
EARNED INDICATORS A AND B TO BE PAID IN JANUARY
EARNED INDICATORS C AND D TO BE PAID IN AUGUST

2. Additional Professional Compensation

The salary schedule is based upon a normal weekly teaching load as herein defined in Article VI. For extra work, teachers shall be entitled to appropriate

additional professional compensation. (See Academic and Athletic Schedules). Any teacher with an academic or athletic schedule assignment who withholds services required of the position shall not be entitled to retroactive pay for the period such service was withheld.

3. Negotiations and Grievance Release Time

A teacher engaged during the school day in negotiation in behalf of the Association with a representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary. Grievances shall be handled outside a teacher's teaching responsibilities. Teachers may, however, use their non-classroom time to handle or resolve grievances. A teacher(s) shall be released from their teaching duties if the parties schedule an arbitration hearing during the school day.

4. Pay Schedule Options

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

B. Insurance Protection

1. MESSA Choices II/Vision/Dental

The Board will provide MESSA Choices II PPO, at no cost to teachers. This insurance will be for the entire family and eligible dependents including sponsored dependents by MESSA Choices II or Limited Medicare. Supplemental premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents eligible for Medicare, including sponsored dependents.

- a. Vision Plan – The Board shall provide VSP III vision insurance for each member taking Medicare coverage and his/her family and sponsored dependents.
- b. Dental Plan – The Board shall provide Delta Dental 100/90/90/80 insurance for each member taking medical coverage and his/her family and sponsored dependents.

2. MESSA Super Care I/Vision/Dental

The employer shall provide MESSA Super Care I/Blue Cross-Blue Shield protection, with a wellness rider, a \$10/\$20 insurance co-pay for prescriptions, to teachers and his/her entire family and any other eligible dependents, including sponsored dependents as defined by MESSA Super Care I/Blue Cross-Blue Shield or Limited Medicare. Supplemental premiums shall be paid on behalf of the bargaining unit

member, spouse, and/or dependents eligible for Medicare, including sponsored dependents. Also, the employer shall provide VSP III vision insurance and Delta Dental 100/90/90/80 insurance or their equivalent. In the event that an equivalent is chosen there will be no reduction in the coverage percentage for any member. Anyone electing to take MESSA Super Care I insurance will be required to pay the difference in the premium cost for MESSA Choices II. This cost can be paid through a Section 125 Plan.

3. **THE MESSA PRESCRIPTION COVERAGE WILL BE CHANGED FROM A 5/10 CO-PAY TO A 10/20 CO-PAY PLAN PROVIDED BY MESSA TO START IN 2006-2007**

- A. \$50,000 PER YEAR WILL BE PLACED IN A “HIGH RISK POOL” BY THE DISTRICT
- B. EMPLOYEES WILL BE RESPONSIBLE FOR THE FIRST 150 OF CO-PAY PER INSURED PER YEAR
- C. EMPLOYEES WILL BE REIMBURSED FOR CO-PAYS THAT EXCEED THE \$150 ANNUAL AMOUNT
- D. THE HIGH RISK POOL WILL NOT COVER INGREDIENT COST OF PRESCRIPTIONS

4. Cash Option

Notwithstanding any other provision of the contract to the contrary, the employer shall provide a cash option in lieu of health benefits. The cash amount shall be the single subscriber rate per month. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

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

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

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

5. Long Term Disability Insurance

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

6. Term Life Insurance

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

7. Information

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

8. Cost

All such insurance coverage as specified in the Article shall be without cost to the teacher.

9. Death of a Member

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

10. Part Time Employees

For part time employees, the following shall apply:

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

- d. The Board shall provide pro-rated Board paid VSP III Vision Insurance or equivalent as per B-1 page 8. For those employees meeting VSP III eligibility standards (currently one-half time or more).

C. Tuition Reimbursement

1. Reimbursement

The Board will provide the following tuition reimbursement plan. The reimbursement for authorized courses will be for one-half the actual tuition costs at any publicly supported Michigan University. For authorized courses taken out of state or at private universities, the reimbursement will be computed at the average cost of tuition at Michigan State, Central Michigan, Western Michigan University and Grand Valley State University.

2. Limits

The Board limits its responsibility to a maximum payment of \$14,400 per contract year (July 1-June 30) for all teachers involved. Said payments shall be divided equally amongst those teachers who have received prior approval, as outlined in #4 below. No teacher shall receive payment for a second class unless the maximum amount total payment has not been reached.

3. No Payment

No tuition payment shall be in addition to tuition paid under any other grant or scholarship.

4. Prior approval

Prior approval of the course must be given by the Superintendent.

5. Successful Completion

To receive tuition reimbursement, evidence of successful completion of the approved course must be presented to the Superintendent. Upon the request of the Association, the Superintendent shall provide the Association President the names of those teachers who have applied for reimbursement along with the amount disbursed each semester.

6. Payment for Successful Completion

Payment will be made to those teachers who have submitted evidence of successful completion in June according to the following formula:

1. Payment for up to $\frac{1}{2}$ tuition to all of those who have taken one (1) class.
2. If money is left in the fund, all of those who have submitted a second request for reimbursement of successful course completion will receive up to $\frac{1}{2}$ of tuition on an equally shared basis.
3. If money is left in the fund, all of those who have submitted a third request for reimbursement of successful course completion will receive up to $\frac{1}{2}$ of tuition on an equally shared basis.

ARTICLE V

Working Hours

A. Day Defined

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

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

B. Before and After School Time

Teachers are expected to be in the classroom at least 15 minutes before school starts, and remain in the classroom at least 15 minutes after school dismisses, unless on other assignments.

C. Lunch Period

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

D. Chaperones

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

E. Elementary Preparation Time

The Board shall provide a minimum of 155 minutes per five-day week of preparation time for each elementary teacher. Special circumstances that alter this schedule will not exceed two (2) times per year, per teacher. Preparation time for part-time elementary teachers shall be pro-rated on the basis of this allotment. 30 minute lunches, recesses and before and after school time shall not count as part of this time.

F. Elementary Breaks

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

G. "Snow Days"

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

H. Work Year

The agreed upon calendar for 2007-2008 of this Agreement shall be attached in the appendix and constitute the teacher's contractual work year. For 2008-2009 and 2009-2010, the calendar is to be determined.

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

ARTICLE VI

Teaching Loads and Assignments

A. Weekly Assignments and Changes

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

1. An alternate full-time teaching load in the High School may be 15 teaching periods, of which two or three, if an alternating eight-block schedule is used, will be student work periods called "seminar" that do not require teachers to prepare academic lessons and correct assignments; teachers may be required to prepare and teach "mentorship" lessons and assess whether students have met minimum requirements for receiving credit in "seminar", and 5 unassigned preparation periods
 - a. The Board may require up to 1/6th of the High School faculty to teach 6 classes without teaching a seminar in any semester. No teacher shall teach in such an assignment for two consecutive years excepting when they request it in writing.
 - b. In the event that a teacher agrees to teach six teaching periods, one seminar, and one preparation the additional teaching period shall be compensated at 1/16 of their teaching pay per semester.
2. An alternate teaching schedule in the Middle School shall be twenty five teaching periods, and five individual prep periods, and five team prep periods.

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

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

B. Majors and Minors

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned grades or courses outside the scope of their teaching certificates or their major or minor field of study unless acceptable to the teacher. Social workers and Psychologists will perform functions of their assignments as outlined in job descriptions consistent with State and Federal Guidelines.

C. Changes in Assignment

Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals immediately upon knowledge of such changes. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such a change.

D. Severely Impaired Students/LRE

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

E. Class Size Limits

1. With the exception of band, vocal music, physical education, seminar and study hall, it is agreed that:
 - a. Class size will be limited to not more than 18 students in Developmental Kindergarten, 24 students in any K-2 classroom, 25 students in any 3-4 grade classroom and 30 in any intermediate, middle school or high school classroom, subject to "d" below.
 - b. Whenever possible, class size will be limited to not more than twenty-two (22) pupils per elementary or secondary classroom.
 - c. **When all classroom sections of a K-4 grade level reach the limits of 22 students and the last classroom section reaches 22 between the end of the current school year and two weeks (10 school days) prior to the next school year, a new teacher (not long term or temporary employee) will be hired. The principal will perform due diligence to**

determine the numbers as soon as possible prior to August 15. After the grace period grace period of two (2) weeks, beginning on the first day of school, the remedies for overage will take affect as in Article VI E. 1. f. A probationary teacher will be not be required to take the overage

- d. No teacher shall have more than 182 students assigned to their academic (non-enrichment) load at any time.
- e. If the non-probationary teacher volunteers and the building administrator agrees, the class limits provided in "a" and/or "c" may be exceeded provided that the teacher be compensated in their choice of the following methods:
 1. One additional "compensation" day be granted for every one FTE over the limit provided above.
 2. Teacher be provided with the equivalent of one hour of para-educator support per week for every FTE over the limit.
 3. Teacher be compensated at the rate of \$500.00 for every FTE student over the limit provided above.
 4. \$600.00 be supplied for teacher use, at their discretion, for the purchase of classroom supplies as a supplement to their normal classroom supply budget.
- f. The process for this class size limit exemption shall be as follows: Prior to the time of students schedule requests being collected, and the schedule being built for the subsequent year, class limit exemption volunteer forms will be made available to all teachers in a building. Those teachers wishing to participate in the exemption will turn in the form including information regarding total acceptable overages and method of compensation. Principals will then approve the exemptions and if the need arises during the scheduling process, be allowed to assign the overages to those teachers who have applied and have been approved. No teacher shall be individually solicited for such class size exemptions. No teacher shall receive the aforementioned compensation(s) unless they have applied, been approved, and have had overages assigned to them.
- g. Probationary teachers who desire to accept students over the above limits, may do so with the approval of the building principal and the Association President and shall receive the same choice of compensation as non-probationary teachers.
- h. The Association agrees to a grace period of two (2) weeks to allow for adjustments to be made on class size overages. This grace period shall begin on the first day of school.
- i. The class size will be in effect provided to the extent budgetary conditions allow. In the event that the budgetary conditions do not allow this section will revert to the 2002-2003 class size limits.
(2002-2003 Contract Language: Class size will be limited to not more than 28 students in any K-2 classroom, 29 students in any 3-4 grade classroom, and 30 in any intermediate, middle school or high school classroom, subject to "d" above)

ARTICLE VII

Teaching Conditions

A. Materials/Supplies

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, band and vocal music, large instruments, musical equipment, vocational educational equipment, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board undertakes to implement all joint decisions thereon made by its representative and the local school district personnel. The Board agrees at all times to keep the schools properly equipped and maintained.

B. Nondiscrimination and Private Life

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no lawful 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 unless detrimental to the United States. The private or personal life of any teacher is not within the appropriate concern or attention of the Board as long as the teacher in private life shall abstain from conduct which affects his relationship with students or the discharge of his/her duties.

C. School Improvement

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

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

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

The involvement of teachers in school improvement planning shall be voluntary and shall not require additional compensation.

ARTICLE VIII

Vacancies and Promotions

A. Posting Vacancies

Whenever any vacancy in any teacher or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency upon a temporary basis, until such vacancy shall have been posted for at least seven (7) days. Administrative positions that are not being filled by a current administrator will be posted for at least three (3) days.

B. Award of Position

Any teacher may apply for such vacancy. In filling teaching vacancies, the Board shall award the position to the most senior teacher who is certified and qualified for the position. Those teachers who have been awarded a posted vacancy at the middle school level (at the 7th & 8th grade level in 1998 and thereafter) will be required to serve a one year probationary period. During this period, those teachers will be evaluated on the basis of a non-disciplinary Individual Development Plan (IDP) constructed between the teacher and principal. If the teacher is not successful in the new position, as determined by the IDP, the teacher will be transferred to the next available position similar to the position previously held before the transfer was affected or to another mutually agreed upon position.

C. Application Process

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

D. Vacancy Defined

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

E. Area Wide Recall

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

F. Qualified Defined

Qualified shall mean that a teacher has taught in the subject area and possesses minor certification in the subject area (as defined by North Central). (Also in Article XVII).

G. Academic and Athletic Qualifications

Qualifications for schedule "B" academic and athletic positions shall be established by the Board. The qualifications may be revised at the discretion of the Board between May 1 and June 1 of each year. Only the qualifications established by the board of education shall be used in the hiring of individuals for schedule "B" positions. Qualifications shall not be written to disqualify a bargaining unit member candidate who has high school coaching experience but no varsity experience and shall be uniform across coaching/advising levels i.e." Varsity, Junior Varsity, Freshman, M.S. In the event that no qualified candidate applies, the board will hire the most senior bargaining unit member applicant. Schedule "B" positions are assigned on an annual basis and non-renewal of a teacher previously filling schedule "B" position is not subject to the grievance procedure.

ARTICLE IX

Transfers

A. Involuntary Transfer Minimized

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

B. Request to Transfer

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

C. Administrative Response

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

D. Involuntary Transfer

Involuntary transfers of teachers shall not be arbitrary or capricious. Thirty (30) days prior to the effectuation of any involuntary transfer, the Superintendent shall provide the affected teacher and the Association written reasons for the transfer.

E. Transfer Defined

For the purpose of this Article, transfer shall mean a reassignment of three or more classes in another building for secondary (6-12) staff; or a change of two or more grade levels at the elementary level. This excludes itinerant teachers such as art, music, and physical education.

ARTICLE X

Leaves

A. Policy for Absences due to Personal and Family Illness

1. Accumulation

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

2. Full Credit

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

3. Pro Rata

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

4. Option of Use

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

5. Misuse

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

6. Severance Pay

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

7. Sick Bank

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

8. Family Catastrophic and Severe Illness

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

B. Policy for Absences Other Than Personal or Family Illness

1. Bereavement/Immediate Family

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

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

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

2. Bereavement/Other

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

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

3. Worker's Compensation and Leave Pay

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

4. Conventions/Training

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

5. Personal Business

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

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

- b. Teachers desiring to use such leave shall submit their requests on the application form provided by the Board at least five (5) working days in advance of the anticipated absence except in cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
- c. It is further understood such leave shall not be granted for the first or last day of the school year nor on the first working day preceding or following a vacation period or holiday (exceptions: graduation exercises for the teacher, wife, son or daughter; honors convocation honoring the teacher and/or military departure of a son or daughter).
- d. Maximum length of leave shall not exceed three days per school year. Two (2) days will be deducted from sick leave.

6. Miscellaneous Absences

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

7. Nonchargeable Leave

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

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

C. Administration of Sick Leave Policy

1. Records

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

2. Statement

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

3. Qualifying

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

4. Holidays/Vacations

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

5. Substitutes

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

6. Deductions

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

D. Other Paid Leaves

1. Sabbatical Leaves

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

- a. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract, and shall be paid one quarter of his/her full salary and insurance benefits. The Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- b. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employee Retirement Board.
- c. While on sabbatical leave, seniority shall accrue. Upon returning from sabbatical leave, the teacher shall be restored to the same teaching position or to a position of like nature and be placed on the salary schedule, as the teacher would have been if he/she taught in the district during the sabbatical period.

- d. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board shall grant three (3) such leaves per year with one quarter pay to the teacher.
- e. The employee must return to the district for a period of two (2) years or forfeit a pro rata share of the Board paid salary and benefits (e.g., 1 year taught after returning equals forfeiture of one half of benefits).
- f. The teacher must provide the Board with a surety bond equal to the amount of the salary to be held for a three-year period.

2. Association Days

A total of ten (10) five one person days will be granted to the Association for the purpose of attending state or regional activities relating to BCEA or MEA business. The Association will reimburse the Board for normal substitute pay.

E. Unpaid Leaves of Absence

1. General Requirements

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

2. Available Leaves

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

d. Illness in the Immediate Family – Medical verification may be required.

e. Family Medical Leave Act

3. Return from Leave

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

ARTICLE XI

Teacher Evaluations

A. Monitoring/Observations

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

B. Evaluators

Unless a situation requires an evaluation be conducted by the Superintendent or his designee, teacher evaluations shall be conducted by the teacher's supervising principal or an administrator working in the same building, and Social Workers and Psychologists shall be evaluated by the Director of Special Education.

C. Written Evaluation and Minimum Observations

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

D. Nontenure Evaluations

The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least two (2) times each school year, once before December 1, and once before April 1.

E. Tenure Evaluations

Tenure teachers shall be evaluated when performance seems to warrant it, but at least once every other year.

F. Personal Conference

The principal or his designee will hold a personal conference with the teacher within ten (10) days after each observation (only if negative). During this time, the evaluation will be discussed by both parties. A written evaluation will not be required after every informal observation.

G. Objections to Evaluation

A copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed indicating completion of the conference and returned to the Administration. In the event that the teacher feels his/her evaluation was incomplete or unjust, within ten (10) days following the personal conference, he/she may put his/her

objections in writing and have them attached to the evaluation report of the principal to be placed in his/her personnel file. All evaluations shall be based upon the criteria found in the teacher evaluation form.

H. Review of Personnel File

Each teacher shall have the right upon request to review the contents of his/her own file. A representative of the Association may, at the teacher's request, accompany the teacher in his/her review. This review may be made in the presence of the administrator responsible for the safe keeping of such file.

I. Contents of File

1. Each teacher's personnel file shall contain the following items of information:

- a. All teacher evaluation reports
- b. A copy of the teaching certificate
- c. Transcript of academic records
- d. Tenure recommendation
- e. Copies of individual contracts
- f. Any other pertinent personnel material.

2. Any (negative) material placed in a teacher's personnel file must be submitted to the teacher for his or her initials before it is placed in said file. The teacher shall be allowed the opportunity to examine and file a response said response shall become a part of this file. The Association President will be notified if the teacher refuses to initial this material.

J. Negative Performance and Assistance

Negative comments on the performance and evaluation of a teacher should be fully discussed with the teacher, and positive steps shall be taken to assist the teacher in overcoming these weak points. All suggestions for improvement of the teacher's performance shall be included in the written evaluations. In subsequent observation and evaluation reports, failure to again note specific deficiency shall be interpreted to mean that the teacher has made adequate improvement.

K. Grieving Evaluations

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

L. Tenure Advisors

Each probationary teacher is assigned a mentor to be of assistance to the probationary teacher.

M. Signing Evaluations

The probationary teacher and the building administrator will sign each formal evaluation of the probationary teacher.

ARTICLE XII

Professional Conduct and Disciplinary Procedures

A. Professional Conduct and Disciplinary Procedures

1. The Board and the BCEA recognize a mutual responsibility for promoting professional conduct that encourages quality in the educational process and reflects favorably upon the teaching profession and the Byron Center Public Schools. Breaches of professional conduct are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement. Alleged breaches of professional conduct shall be reported promptly to the offending teacher.
2. Disciplinary action shall be defined as any written warning, written reprimand, or suspension without pay.
3. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present an Association Representative (s).
4. Discharge of a probationary teacher shall not be subject to the grievance procedure, nor shall such action be considered discipline; however, upon written request made not more than seven (7) calendar days following said discharge, the affected probationary teacher shall receive an informal hearing before the Board.
5. **Just Cause**
No tenured teacher shall be disciplined without just cause. Teachers will be informed of applicable rules and policies governing their conduct prior to the imposition of any discipline based upon a violation of such rules and policies. No disciplinary action shall be taken until the teacher has been offered an opportunity to be heard. The "just cause" standard shall be inapplicable to probationary teachers. The parties further agree that any claim or complaint filed with the Michigan Teachers' Tenure Act, shall be processed exclusively in that forum and shall not be subject to the contracted grievance procedure.

ARTICLE XIII

Protection of Teachers

A. Assistance in Discipline

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

B. Assault of Teacher

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

C. Complaints

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

D. Time Lost

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

E. Reimbursement

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

F. Serious Complaints

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

G. Reasonable Care of Students

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

ARTICLE XIV

Negotiation Procedures

A. Continuing Negotiations

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

B. Negotiations for Successor Agreement

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

C. Selection of Teams and Ratification

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without proper ratification by the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

D. No Strike Clause

The Association agrees that neither it nor any of the employees in the bargaining unit will participate in, authorize, assist or support any strike within the Byron Center Public School system during the expressed dates of this contract. In the event of violation of this clause, the Board retains the right to take whatever disciplinary action it deems appropriate, including discharge.

ARTICLE XV

Professional Grievance Negotiation Procedure

A. Grievance Defined

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

B. Steps

Step 1 – Informal Discussion/Principal

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

Step 2 – Formal Grievance/Principal

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

Step 3 – Superintendent

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

Step 4 – Board of Education

If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved. Within thirty (30) working days from the receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except with express written consent of the Association, shall final

determination of the grievance be made by the Board more than thirty (30) working days after its submission to the Board.

Step 5 – Arbitration

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

C. Unjust Loss

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

ARTICLE XVI

Miscellaneous Provisions

A. Substitute Teachers

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number that they may call before 6:15 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.

B. Supremacy Clause

This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Contrary to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

Staff Reduction and Recall

A. Seniority Defined

No later than thirty (30) days following the ratification of this Agreement, and by every October 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on this list in the order of their last effective date of employment. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

B. Seniority List

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

C. Seniority Lost

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

D. Leaves and Seniority

Seniority shall continue to accumulate when teachers are on sabbatical and military leave.

E. Layoff Defined

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

F. Layoff Procedure

1. Notice

In the event of or need to lay off due to a decreased student enrollment or shortage of revenues, the Board may lay off teachers having valid contracts during the school year. Layoffs will be effectuated on forty-five (45) days

notice prior to each semester, with the exception of Kindergarten staff whose layoff will be effectuated on thirty (30) days notice prior to each semester.

2. Procedure

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

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

3. Qualifications

Qualifications for placement in position shall be based solely on the valid state teaching certificate(s) or license(s) and qualifications held by the affected teacher.

G. First Vacancy

Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order. A teacher may refuse recall to a position for which they have not previously taught and shall not lose future recall rights.

H. Failure to Return When Recalled

A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified and has previously taught, or failure to respond within thirty (30) days of receipt of a written offer of a position made by the Board shall be cause for termination.

I. Notice of Recall

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

J. Retention of Benefits

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

K. Fringe Benefits

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

L. Purchase of Fringe Benefits

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

M. Granting Leaves

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

N. Administrative Seniority

Administrators who have taught in the Byron Center Public Schools shall retain their district seniority for their teaching experience. However, said seniority shall remain frozen during that period of time that they are an administrator. Should they return to the bargaining unit their seniority shall continue on from their frozen seniority.

O. Recall to Comparable Positions

An employee may refuse or accept a position which is less in hours or compensation without affecting his/her recall rights to a position similar to the position held prior to lay off.

ARTICLE XVIII

Annexation and/or Consolidation

A. Annexation

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

ARTICLE XIX

Duration of Agreement

A. Dates

This Agreement shall be effective as of Monday, August 22, 2005 and shall continue in effect until the 21st day of August, 2008. This agreement shall expire at such expiration date unless it is extended for a specific period of periods by mutual written agreement of the parties.

B. Distribution of Agreement

Copies of this Agreement shall be posted by the Board and BCEA and sent electronically to all teachers now employed or hereafter employed by the Board. All school district personnel policies or any changes in said policies shall be distributed to all teachers within thirty (30) days of the commencement of this contract or upon employment. Upon employment, teachers shall be given a copy of the form authorizing deductions for Association dues and service fees within thirty (30) days of said employment.

C. In Witness whereof the parties have caused this Agreement to be signed by their representatives.

BYRON CENTER EDUCATIONAL ASSOCIATION BYRON CENTER PUBLIC SCHOOLS

Michael Maurice, BCEA President

Howard Napp, Superintendent

Willie Suber, KCEA Director

Tom Idema, Board President

Tim Grider, BCEA Negotiations
Chairperson

Chris Stephens, Assistant Superintendent

Date

Date

Byron Center Public Schools

Schedule A 2007-2008

Step	BA 07/08	INDEX	MA 07/08	INDEX	MA+30 07/08	INDEX
1	\$37,856	1	\$41,642	1.1	\$45,428	1.2
2	\$39,749	1.05	\$43,913	1.16	\$47,321	1.25
3	\$41,642	1.1	\$46,185	1.22	\$49,591	1.31
4	\$43,535	1.15	\$48,456	1.28	\$51,863	1.37
5	\$45,428	1.2	\$50,728	1.34	\$54,134	1.43
6	\$47,321	1.25	\$52,999	1.4	\$56,406	1.49
7	\$49,213	1.3	\$55,270	1.46	\$58,678	1.55
8	\$51,485	1.36	\$57,541	1.52	\$60,949	1.61
9	\$53,756	1.42	\$59,434	1.57	\$63,220	1.67
10	\$56,028	1.48	\$61,706	1.63	\$65,491	1.73
11	\$58,299	1.54	\$63,977	1.69	\$67,763	1.79
12	\$61,328	1.62	\$67,006	1.77	\$70,791	1.87
16	\$63,220	1.67	\$68,898	1.82	\$72,684	1.92
20	\$65,113	1.72	\$70,791	1.87	\$74,577	1.97
25	\$67,006	1.77	\$72,684	1.92	\$76,469	2.02
28	\$67,006	1.77	\$74,577	1.97	\$78,363	2.07

Definition of a MA+30:

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

BYRON CENTER PUBLIC SCHOOLS

SCHEDULE B 2007-2008 ACADEMIC

BASE: \$ 37,856.00		Base
Position	Level	Percent
Class Advisor (2)	Freshman	2.00%
Class Advisor (2)	Senior	3.00%
Class Advisor (2)	Junior	4.00%
Class Advisor (2)	Sophomore	2.00%
National Honor Society	High School	2.50%
National Honor Society	Middle School	2.00%
Student Council Advisor	High School	4.50%
Student Council Advisor	Middle School	3.50%
Student Council Advisor	Nickels	3.00%
Student Council Advisor (3)	Elementary	1.00%
Yearbook	High School	6.00%
Yearbook	Middle School	3.50%
Newspaper	High School	3.00%
Newspaper	Middle School	2.00%
Camp Director	Middle School	2.50%
Closeup Advisor	High School	2.50%
Model U.N.	High School	1.00%
DECA Advisor	High School	1.00%
BPA Advisor	High School	1.00%
Odyssey of Mind		1.00%
Quiz Bowl Coach	High School	1.00%
School Store	High School	6.00%
Science Olympiad	Middle School	1.00%
We The People	High School	1.00%
Musical Director	High School	6.50%
Vocal Director	High School	4.00%
Pit Director	High School	3.50%
Pit Musicians	High School	2.00%
Accompanist	High School	3.50%
Musical Director	Middle School	3.50%
Vocal Director	Middle School	2.50%

Play Director	High School	5.00%
Asst. Director	High School	2.50%
Team Leaders (2 per ele)	Elementary	3.70%
Team Leaders (3)	Nickels	3.70%
Team Leaders (5)	Middle School	3.70%
Team Leaders (10)	High School	3.70%
K-12 Curr. Chairs	Math	1.00%
K-12 Curr. Chairs	Lanuage Arts	1.00%
K-12 Curr. Chairs	Science	1.00%
K-12 Curr. Chairs	Social Studies	1.00%
K-12 Curr. Chairs	Foreign Language	1.00%
K-12 Curr. Chairs	Physical Ed.	1.00%
K-12 Curr. Chairs	Business	1.00%
K-12 Curr. Chairs	Art	1.00%
K-12 Curr. Chairs	Tech. Ed.	1.00%
NCA/SI Building Chairs (6=1 per school)	District	3.00%

BYRON CENTER PUBLIC SCHOOLS

SCHEDULE B 2007-2008 ATHLETICS/FINE ARTS

BASE \$37,856		Step 1 %	Step 2 %	Step 3 %	Step 4 %	Step 5 %
Position	Level					
Football	Varsity	14.50%	15.25%	16.00%	16.75%	18.50%
Football	Varsity Asst.	10.00%	10.75%	11.50%	12.25%	13.00%
Football	Junior Varsity	9.00%	9.75%	10.50%	11.25%	12.00%
Football	Freshman	8.50%	9.25%	10.00%	10.75%	11.50%
Football	Middle School (A and B)	5.25%	5.75%	6.25%	6.75%	7.25%
Golf	Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Golf	Junior Varsity	5.75%	6.25%	6.75%	7.25%	7.75%
Track	Varsity	10.00%	10.75%	11.50%	12.25%	13.00%
Track	Varsity Asst.	8.25%	9.00%	9.75%	10.50%	11.25%
Track	Middle School	5.25%	5.75%	6.25%	6.75%	7.25%
Volleyball	Varsity	11.00%	11.75%	12.50%	13.25%	14.00%
Volleyball	Junior Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Volleyball	Freshman	7.00%	7.50%	8.00%	8.50%	9.00%
Volleyball	Middle School (A and B)	5.25%	5.75%	6.25%	6.75%	7.25%
Softball	Varsity	10.00%	10.75%	11.50%	12.25%	13.00%
Softball	Junior Varsity	7.50%	8.00%	8.50%	9.00%	9.50%
Softball	Freshman	7.00%	7.50%	8.00%	8.50%	9.00%
Wrestling	Varsity	11.00%	11.75%	12.50%	13.25%	14.00%
Wrestling	Asst.	6.00%	6.75%	7.50%	8.25%	9.00%
Wrestling	Junior Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Wrestling	Middle School	5.25%	5.75%	6.25%	6.75%	7.25%
Swimming	Varsity	11.00%	11.75%	12.50%	13.25%	14.00%
Swimming	Varsity Asst.	8.00%	8.75%	9.50%	10.25%	11.00%
Soccer	Varsity	8.75%	9.50%	10.25%	11.00%	11.75%
Soccer	Junior Varsity	6.50%	7.00%	7.50%	8.00%	8.50%
Soccer	Middle School	5.25%	5.75%	6.25%	6.75%	7.25%
Tennis	Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Tennis	Junior Varsity	5.75%	6.25%	6.75%	7.25%	7.75%
Basketball	Varsity	14.50%	15.25%	16.00%	16.75%	18.50%
Basketball	Junior Varsity	9.00%	9.75%	10.50%	11.25%	12.00%
Basketball	Freshman	8.00%	8.75%	9.50%	10.25%	11.00%
Basketball	Middle School (A and B)	5.25%	5.75%	6.25%	6.75%	7.25%

Athletic Director	Middle School	10.33%	11.08%	11.83%	12.58%	13.33%
Cross Country	Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Cross Country	Middle School	5.25%	5.75%	6.25%	6.75%	7.25%
Bowling	Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Baseball	Varsity	10.00%	10.75%	11.50%	12.25%	13.00%
Baseball	Junior Varsity	7.50%	8.00%	8.50%	9.00%	9.50%
Baseball	Freshman	7.00%	7.50%	8.00%	8.50%	9.00%
Cheerleading-Fall	Varsity	5.25%	6.00%	6.75%	7.50%	8.25%
Cheerleading-Winter	Varsity	8.00%	8.75%	9.50%	10.25%	11.00%
Cheerleading-Fall	Junior Varsity	4.25%	5.00%	5.75%	6.50%	7.25%
Cheerleading-Winter	Junior Varsity	5.25%	5.75%	6.25%	6.75%	7.25%
Cheerleading-Fall	Freshman	4.00%	4.50%	5.00%	5.50%	6.00%
Cheerleading-Winter	Freshman	4.00%	4.50%	5.00%	5.50%	6.00%
Cheerleading	Middle School	2.50%	3.00%	3.50%	4.00%	4.50%
Dance Team	High School	4.75%	5.50%	6.25%	7.00%	7.75%
Dance Team	Junior Varsity	2.50%	3.00%	3.50%	4.00%	4.50%
Band Director	High School	12.00%	12.75%	13.50%	14.25%	15.00%
Band Director	Middle School	6.00%	6.75%	7.50%	8.25%	9.00%
Orchestra	High School	6.00%	6.75%	7.50%	8.25%	9.00%
Orchestra	Middle School	3.00%	3.75%	4.50%	5.25%	6.00%
Choir Director	High School	6.00%	6.75%	7.50%	8.25%	9.00%
Choir Director	Middle School	3.00%	3.75%	4.50%	5.25%	6.00%
Debate Coach	High School	2.75%	3.50%	4.25%	5.00%	5.75%

2007~2008
STAFF CALENDAR
BYRON CENTER
PUBLIC SCHOOLS
 Approved March 23, 2007

AUGUST / SEPTEMBER 2007						
SUN	MON	TUE	WED	THU	FRI	SAT
Aug 26	Aug 27	Aug 28	Aug 29 PD	Aug 30 WK	Aug 31	Sept 1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

OCTOBER 2007						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2007						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2007						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2008						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

AUGUST 2007
 Aug 29 - Professional Development
 Aug 30 - Teacher Work Day

SEPTEMBER 2007
 Sept 3 - Labor Day
 Sept 4 - First Day Students

OCTOBER 2007
NOVEMBER 2007

Nov 2 - End of Marking Period
 Nov 2 - 1/2 Day School K-4 Students ONLY/
 PM Teacher Work Time
 Nov 12 - Parent Teacher Conferences
 5-8PM 5-12 Grade
 Nov 13 - Parent Teacher Conferences
 5-8PM K-4 Grade
 Nov 15 - Parent Teacher Conference
 1-4PM & 5-8PM K-12
 Nov 15 - 1/2 Day Students
 Nov 21 - No School for Staff/Students
 Nov 22 - Thanksgiving Day
 Nov 23 - No School for Staff/Students

DECEMBER 2007
 Dec 21 - Last Day of School

JANUARY 2008
 Jan 3 - School Resumes
 Jan 23-25 - High School Exams (1/2 Days)
 PM Teacher Work Time
 Jan 24-25 - West Middle Exams (1/2 Days)
 PM Teacher Work Time
 Jan 24-25 - 1/2 Day Nickels Students ONLY/
 PM Teacher Work Time
 Jan 25 - 1/2 Day All Students/
 PM Teacher Work Time
 Jan 25 - End of Semester

FEBRUARY 2008
 Feb 22 - Mid Winter Break Students/Staff
MARCH 2008

March 3 - Parent Teacher Conferences
 5-8PM 5-12 Grade
 March 4 - Parent Teacher Conferences
 5-8PM K-4 Grade
 March 6 - Parent Teacher Conference
 1-4PM K-8 & 5-8PM K-12
 March 8 - 1/2 Day All Students
 March 28 - End of Marking Period
 March 28 - 1/2 Day K-4 Students ONLY/
 PM Teacher Work Time

APRIL 2008

April 4 to 11- Spring Break
 April 14 - School Resumes

MAY 2008
 May 26 - Memorial Day
JUNE 2008

June 4-6 - High School Exams (1/2 Days)
 PM Teacher Work Time
 June 5-6 - West Middle Exams (1/2 Days)
 PM Teacher Work Time
 June 5 - 1/2 Day Nickels ONLY
 PM Teacher Work Time
 June 6 - Last 1/2 Day All Students
 PM Teacher Work Time

****PLEASE NOTE****
 There will be 21 hours of "floating"
 Professional Development. Details will be
 provided under separate document.

Appendix A

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

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

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

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

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

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