BYRON CENTER PUBLIC SCHOOLS

Helping Students Build Success Stories

CONTRACTUAL AGREEMENT

Byron Center Education Association

KCEA/MEA/NEA

Byron Center Public Schools

2026-2027
2027-2028

TABLE OF CONTENTS

ARTICLE		PAGE
I.	RECOGNITION	1
	A. Bargaining Unit Defined	1
	B. Exclusive Right	1
	C. Save Harmless	1
	D. Teacher Rights by Law	2
	E. Individual Teacher Contracts	2
II.	ASSOCIATION RIGHTS	2
	A. Rights to Union Activities	2
	B. State Assistance	2
	C. Information	3
	D. Use of Buildings	3
	E. Transacting Association Business	3
	F. Use of Equipment	3
	G. Posting of Mail	3
	H. Notice of Policy Changes	3
	I. New Position	4
	J. Association/Business Leave	4
	K. New Hire Orientation	4
III.	BOARD RIGHTS	5
	A. Source of Rights	5
	1. Executive Management & Administrative Control	5
	2. Hiring of Employees	5
	3. Establishment of Grades & Courses of Instruction	5
	4. Means and Methods of Instruction	5
	5. Reasonable Rules & Personnel Policies	5
	6. Contracting or Subcontracting	5
IV.	PROFESSIONAL COMPENSATION	6
	A. Salaries	6
	1. Schedules A and B	6
	2. Additional Professional Compensation	6
	3. Extra Duty	7
	4. Negotiations and Grievance Release Time	7
	5. Pay Schedule Options	7
	B. Insurance Protection	7
	1. MESSA ABC 1	8
	2. MESSA ABC 1 20% co-insurance mandatory mail	8

3. MESSA Balance Plus 8
4. Vision/Dental 8
5. Cash Options 8
6. Long Term Disability 9
7. Term Life Insurance 9
8. Information 9
9. Death of a Member 9
10. Part-time Employees 10

V. WORKING HOURS 10

A. Day Defined 10
B. Lunch Period 11
C. Chaperones 11
D. Elementary Preparation Time 11
E. Elementary Breaks 11
F. Closure/Emergency Days 11
G. Work Year 12

VI. TEACHING LOADS AND ASSIGNMENT 13

A. Weekly Assignments and Changes 13
B. Class Size Limits 13
C. Severely Impaired Students/LRE 14
D. Majors and Minors 15

VII. TEACHING CONDITIONS 15

A. Materials/Supplies 15
B. School Improvement 15

VIII. LEAVES 16

A. Policy for Absences Due to Personal & Family Illness 16
1. Accumulation 16
2. Full Credit 16
3. Pro Rata 16
4. Option of Use 16
5. Misuse 16
6. Severance Pay 16
7. Sick Bank 17
8. Family Catastrophic and Severe Illness 18

B. Policy Absences Other Than Personal & Family Illness 18
1. Bereavement/Immediate Family 18
2. Bereavement/Other 18
3. Workers' Compensation & Leave Pay 19
4. Conventions/Training 19

5. Personal Business 19
6. Miscellaneous Absences 20
7. Non-chargeable Leave 20
8. Military Immediate Family Leave 20

C. Administration of Sick Leave Policy 21
1. Records 21
2. Statement 21
3. Qualifying 21
4. Holidays/Vacations 21
5. Substitutes 21
6. Deductions 21

D. Other Paid Leaves 21
1. Sabbatical Leaves 21

E. Unpaid Leaves of Absence 22
1. General Requirements 22
2. Available Leaves 23
3. Return from Leave 23
4. Other Leaves 23

IX. MENTOR TEACHERS 24

X. PROTECTION OF TEACHERS 25

A. Assistance in Discipline 25
B. Assault of Teacher 25
C. Complaints 26
D. Time Lost 26
E. Reimbursement 26
F. Serious Complaints 26
G. Reasonable Care of Students 26

XI. NEGOTIATION PROCEDURES 27

A. Continuing Negotiations 27
B. Negotiations for Successor Agreement 27
C. Selection of Teams and Ratification 27
D. No Strike Clause 27

XII. PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE 27

A. Grievance Defined 27
B. Steps 28
C. Unjust Loss 29

XIII. MISCELLANEOUS PROVISIONS 29

A. Reporting Absences 29
B. Supremacy Clause 29
C. Contrary to Law 30
D. Contents of File 30
E. Compliance Videos 30

XIV. STAFF REDUCTION & RECALL FOR ITINERANT STAFF ONLY 30

A. Seniority Defined 30
B. Seniority List 31
C. Seniority Lost 31
D. Leaves and Seniority 31
E. Layoff Defined 31
F. Layoff Procedure for Itinerant Staff 31
1. Notice 31
2. Procedure 31
3. Qualifications 32
G. First Vacancy 32
H. Failure to Return When Recalled 32
I. Notice of Recall 32
J. Purchase of Fringe Benefits 33
K. Fringe Benefits 33
L. Retention of Benefits 33
M. Granting Leaves 33
N. Administrative Seniority 33
O. Recall to Comparable Positions 33

XV. EVALUATIONS FOR ITINERANT STAFF ONLY 34

A. Monitoring/Observations 34
B. Evaluators 34
C. Written Evaluation & Minimum Observations 34
D. Evaluations 34
E. Personal Conference 34
F. Contents of File 34
G. Negative Performance and Assistance 35
H. Objections to Evaluation 35
I. Itinerant Staff Grieving Evaluations 35

XVI. PROFESSIONAL CONDUCT AND DISCIPLINARY PROCEDURES FOR ITINERANT STAFF ONLY 35

A. Professional Conduct and Disciplinary Procedures 35
B. Nondiscrimination and Private Life 36
C. Professional Conduct and Disciplinary Procedures 36

XVII. TRANSFERS FOR ITINERANT STAFF ONLY 36

A. Involuntary Transfer Minimized 36
B. Request to Transfer 37
C. Administrative Response 37
D. Involuntary Transfer 37

XVIII. VACANCIES & PROMOTIONS FOR ITINERANT STAFF ONLY 37

A. Posting Vacancies 37
B. Award of Position 37
C. Application Process 38
D. Qualified Defined 38
E. Vacancy Defined 38
F. Area Wide Recall 38

XIX. ITINERANT ADDITIONAL LANGUAGE 38

XX. ANNEXATION AND/OR CONSOLIDATION 39

XXI. DURATION OF AGREEMENT 39

A. Dates 39
B. Distribution of Agreement 39

SCHEDULE A 41

SCHEDULE B 43

CALENDAR 2026/27 & 2027/28 50

APPENDIX A 51

SICK BANK 51

TEACHER EVALUATION 52

TEACHER PLACEMENT 58

REDUCTION IN PERSONNEL/LAYOFF AND RECALL FOR TEACHERS 61

SIGNATURE PAGE 63

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 pathologists and counselors, social workers, occupational therapists and school psychologists but excluding supervisory and executive personnel, office and clerical employees, custodians, bus drivers, cafeteria workers, aides, paraprofessionals and per diem substitutes. The term "teaching staff" when used hereinafter in this Agreement, shall refer to all employees who have tenure eligibility. The term "itinerant staff" when used hereinafter in the Agreement shall refer to social workers, speech pathologists, school psychologists and occupational therapists and counselors not eligible for tenure.

B. Exclusive Right

The Board agrees not to negotiate with any organization other than the Byron Center Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teachers or itinerant Staff 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 the opportunity to be present at such adjustment.

C. Save Harmless

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

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

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

unemployment compensation.

D. Teacher and Itinerant Staff Rights By Law

Nothing contained herein shall be construed to deny or restrict any teacher and itinerant rights they may have under the Revised School Code Law or applicable civil service laws and regulations. The rights granted to teachers and itinerants hereunder shall be deemed to be in addition to those provided elsewhere. Provisions of this agreement shall be applied without regard to race, creed, religion, nation origin, age, sex, sexual orientation, gender identity or marital status.

E. Individual Teacher and Itinerant Contracts

All individual teacher and itinerant contracts shall be made subject to the terms of this Agreement. The BCEA shall be notified of any new or modified individual contracts throughout the calendar year. Exceptions can be made with the mutual agreement of the BCEA and the Superintendent.

ARTICLE II: Association Rights

A. Right to Union Activities

Pursuant to PERA, the Board hereby agrees that every teacher and itinerant 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 and itinerant in the enjoyment of any rights conferred by PERA or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher and itinerant with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their 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 and itinerants appropriately to invoke the assistance of the Employment Relations

Commission, or a mediator from such a 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 staff can pursue intelligent planning of programs.

D. Use of Building

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

E. Transacting Association Business

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

F. Use of Equipment

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

G. Posting and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use the district mail service, electronic communication and staff mailboxes for communications to staff. No teacher or itinerant 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 to the President of the Association. In addition, the Association will be notified within five (5) business days of any changes to Board Policy.

I. New Position

The board agrees to post all new positions via e-mail sent to all unit employees.

J. Association/Business Leave

The Board agrees that it may be necessary for officers or agents of the Local Association to conduct Association business during working hours. This will be allowed subject to the following provisions:

1. A maximum of eight (8) Association leave days will be allowed per school year for BCEA use with no deduction in pay pursuant to all applicable cost reimbursement requirements.
2. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing ten (10) work days in advance through the immediate supervisor. All requests must be signed by the Association President and Superintendent. The request will state the date(s) to be absent, the person(s) requesting use of Association leave, the length of time the Association leave will require absence from the job.
3. Unused association days will rollover to the following school year not to exceed ten (10) days.
4. No one individual will be absent from a classroom/student caseload assignment more than three (3) work days per school year while on Association leave.
5. Association days shall not be used during scheduled conference times, open house meetings, orientation/in-service days or immediately before or after holiday and vacation periods.

K. New Hire Orientation

The Association shall be granted one (1) hour out of the in-service day(s) with first year probationary unit employees prior to the beginning of the school year, to conduct an Association informational session with new hires.

ARTICLE III: Board Rights

A. Source of Rights

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

1. Executive Management and Administrative Control

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

2. Hiring of Employees

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

3. Establishment of Grades and Courses of Instruction

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

4. Means and Methods of Instruction

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

5. Reasonable Rules and Personnel Policies

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

6. Contracting or Subcontracting

   The employer shall not contract or subcontract any work that is normally performed by a teacher or itinerant staff that would cause a reduction of that individual's regularly scheduled work hours. The employer retains the right to

contract or subcontract work which cannot be performed during the regular work schedule or for which equipment and/or material is unavailable to attain the desired quality.

ARTICLE IV: Professional Compensation

Salary: Per the Settlement Agreement all teacher and itinerant staff will receive a single step increase and an increase of 5% on the base of Schedule A for the 2026-2027 school year, a single step increase and an increase of 4.5% on the base of Schedule A for 2027-2028 school year and a wage reopener for the 2028-2029 school year.

The Byron Center Board of Education will adopt a policy implementing a performance pay system. This cannot alter the collective bargaining agreement.

Benefits: Per the Settlement Agreement the District shall pay the maximum hard cap annual amounts towards the total cost of MESSA medical plans for each plan year for 2026-2027 year and 2027-2028 year.. These paid benefits will be adjusted annually during open enrollment which will go into effect January 1 of each plan year. The district will offer the MESSA ABC 1 plan, MESSA Balance Plus Plan and the MESSA ABC 1 Plan with 20% co-insurance. The District will follow the underwriter policies. Those receiving cash in lieu will receive it at a rate of $7,000.00.

Any amount that is below the hard cap will be contributed to the employee's HSA on a monthly basis. Provisions necessary for pre-tax contributions to the employee's HSA account will be administered through MESSA's preferred provider.

A. Salaries

1. Salaries of teachers and itinerants covered by this Agreement

   Are set forth in Schedules A and B (athletic and academics) which are attached and incorporated in this Agreement.

2. Additional Professional Compensation

   The salary schedule is based upon a normal weekly teaching load as herein defined in Article VI. For extra work, teachers and itinerants shall be entitled to appropriate additional professional compensation. (See Academic and Athletic Schedules). Any teacher and itinerant 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. Teachers or itinerants substituting for another staff member during the contractual seven hour and thirty-minute (7 ½) school day shall receive Step BA 1 hourly rate for their substitute work. 2026-2027 ($39.55), 2027-2028 ($41.33)

3. Extra Duty

   Except as otherwise provided in this contract, extra duties performed by teachers or itinerants that are above and beyond the employee's regular assigned duties will be compensated in addition to the teacher's Schedule A compensation at the rate of $35/hour. To obtain additional compensation, the employee must:
   1. receive prior written approval by the building principal, administrator or direct supervisor
   2. submit a timesheet to the building administrator within one (1) week of performing the duties

   Extra duties performed during the contractual working hours shall not be considered extra for purposes of additional compensation.

   A rate of $50/hour will be compensated for homebound services. These hours must be approved and submitted to the administrator and/or Special Education Director.

   Work considered "curriculum work" by administration will be paid at the Step BA 1 hourly rate (2026-2027 - $39.55), (2027-2028- $41.33). This work must be approved by the administration.

4. Negotiations and Grievance Release Time

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

5. Pay Schedule Options

   Teachers and itinerants will have their annual salary on the basis of 26 bi-weekly paychecks.

B. Insurance Protection

The employer shall pay the maximum hard cap annual amounts beginning

January 1 of each year towards the total cost of the MESSA medical premium options described below to members inclusive of medical premium and Health Equity (HEQ) Health Savings Account (HSA) for each plan year. These annual employer paid amounts shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly funded Health Insurance Contribution Act.

The employee's premium contribution will be payroll deducted, in equal bi-monthly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Any additional amounts that are under the hard cap for premium amounts, shall be added to the employee's HSA each pay period.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

Employees shall have the following MESSA medical plans available in MESSA:

1. MESSA ABC 1 mandatory mail

2. MESSA ABC 1 20% co-insurance mandatory mail

3. MESSA Balance Plus mandatory mail

4. Vision/Dental

   Vision Plan – The Board shall provide MESSA VSP 3 Plus P 250 CL vision insurance for each member and his/her family and sponsored dependents

   Dental Plan – The Board shall provide MESSA Delta Dental 100/90/90/80, insurance for each member taking medical coverage and his/her family and sponsored dependents. Lifetime orthodontic care is set at $9,000.00 and annual dental maximum is $3,000.00. Two cleanings and sealants annually.

5. Cash Option

   Notwithstanding any other provision of the contract to the contrary, the employer shall provide a cash option in lieu of health benefits. The cash amount is set at $7,000.00. The

employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. All *new bargaining unit members* shall have the cash option placed in a 403B or 457 tax deferred annuity account monthly. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs 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.

6. Long Term Disability Insurance

   The school district will provide MESSA Long Term Disability insurance, Plan 1, beginning with the thirtieth (30th) day CDMF, to all full time teacher or itinerant for the duration of this agreement with a rate of 66 2/3%- $6,000.00 monthly maximum, 2 year limitation with a social security offset of primary person.

7. Term Life Insurance

   The school district shall provide $45,000 term life insurance with AD&D for all full-time teachers and itinerant staff.

8. Information

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

9. Death of a Member

   In the event a teacher or itinerant staff 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 teacher or itinerant staff 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 shall be prorated as per the percentage of work as indicated by contract.
B. The Board shall provide pro-rated Board paid Delta Dental Insurance as per Article IV, B-1, page 7, (as per Delta eligibility standards—currently one-half time or more.)
C. The Board shall provide pro-rated Board paid LTD as per for those employees meeting MESSA eligibility standards (currently one-half time or more).
D. The Board shall provide pro-rated Board paid Vision Insurance. For those employees meeting VSP eligibility standards (currently one-half time or more).

ARTICLE V: Working Hours

A. Day Defined

The full-time teaching day shall not exceed a seven and one-half hour day of which no more than six hours can be instructional. Additionally, the teacher or itinerant staff members' day shall not start before 7:30 a.m. nor extend beyond 4:00 p.m. with the exception of up to 14 PLC and 4 Flex PLC meetings per year. Parent-teacher conferences are excluded from these limits.

- Exceptions to the start and end time will be made in the case of classes starting before and extending beyond the normal day. Volunteers to fill such positions shall be solicited first before assigning any non-volunteers. No teacher or itinerant staff 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 staff.
- A minimum of Twelve (12) hours, and up to a maximum of Fourteen (14) hours for either parent-teacher conferences, open houses or graduation/celebration requirements are excluded from these limits. These hours must be communicated to all staff prior to the start of the school year by their building administrator.

B. Lunch Period

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

C. Chaperones

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

D. Elementary Preparation Time

The Board shall provide a minimum of 255 minutes per five-day week of preparation time for each elementary teacher or itinerant staff. Preparation time for part-time elementary teachers or itinerant staff shall be prorated on the basis of this allotment. 30-minute lunches, recesses and before and after school time shall not count as part of this time.

- In the event that a teacher or itinerant staff is traveling between buildings, and the guaranteed prep time is reduced due to travel time, the teacher shall be paid at their contractual hourly rate for prep time lost.
- Elementary specialists shall be considered full-time if they have 23-25 student contact hours per week. Specialists shall receive preparation time per the contractual agreement.

E. Elementary Breaks

Normally, elementary teachers and itinerant staff shall have fifteen (15) minute break periods in the morning and afternoon unless the teacher/itinerant staff 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 staff a fifteen (15) minute break period each day.

F. Closure/Emergency 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 breakdowns 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.

Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impractical to hold classes, such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, the Board and the Association shall meet to discuss alternative ways to schedule makeup of the canceled instruction days 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.

1. If the cancellation of school is within the legislated number of hours allowed for “Closure/Emergency day” hours whereby the school district is not subject to a loss of state aid, and an employee has requested any type of paid leave (i.e. sick leave, bereavement leave, personal day, etc.), the employee’s request for leave shall be voided and the employee shall suffer no loss of time or hours to his/her respective leave bank nor any loss of pay.

2. If the cancellation of school is outside of the legislated number of hours allowed for “Closure/Emergency Days” hours whereby the school district would either have to make up said hour(s) or otherwise suffer a loss of state aid, and an employee has requested any type of paid leave (i.e. sick leave, bereavement leave, personal day, etc.), the request for leave shall be voided and without loss of time to the employee’s respective leave bank. Any such hours that fall outside of the “allowed” Closure/Emergency Days hours shall be rescheduled for a later date mutually agreed upon by the parties.

3. If a teacher or itinerant staff attends a work-related conference or meeting on a date when school has been canceled due to unforeseen circumstances, attendance shall be optional to the employee. The teacher or itinerant staff shall not be additionally compensated for these hours.

G. <u>Work Year</u>

The agreed upon calendars shall be attached in the appendix and constitute the teacher’s and itinerant’s contractual work year. It is also agreed that there will be 180 student days and 183 teacher days. Meetings will be scheduled in February with the goal of finalizing the calendar by Spring Break. The calendar will follow the county calendar to the best of our abilities.

ARTICLE VI: Teaching Loads and Assignments

A. Weekly Assignments and Changes

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

   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 1/10 of their teaching pay per semester.

2. Nickels Intermediate School - During the instructional day, core teachers shall have a minimum of 45 consecutive minutes of personal planning time. Core teachers will have two additional separate periods of 45 minutes of consecutive minutes of personal planning time within the instructional day each week. The total planning time for core teachers shall be a weekly minimum of 275 minutes.

The weekly exploratory experience for students shall typically include seven 45 minute periods which may include up to five minutes passing time. Intermediate Grades 5/6 school shall, for purposes of this agreement, be considered a middle school.

B. Class Size Limits

1. With the exception of instrumental and vocal music, physical education, seminar and study hall, it is agreed that the following class sizes will be in place:

Grade	**24/25**	**25/26**	**26/27**	**27/28**
DK	22	22	22	21*
K	25	25	25	24*
1st	25*	25	25	24*
2nd	27	26	26	25*
3rd	29	28*	28	27*
4th	29	29	28	27*
5th-12th grades	30	30	30	30

A. If the teacher volunteers and the building administrator agrees, the class limits provided in “a" may be exceeded provided that the teacher be compensated with the below formula paid out at the end of semester.
    - 7th grade -12th grade: $3.00 per student per class/day
    - Kindergarten through 6th grade $18.00 per student per/day

    In the event that the student is shared between teachers, the teachers shall split the rate based on the percentage of FTE in the classroom.

B. Student overages will be discussed and mutually agreed upon with the teacher who is accepting the overages. These overages could take place at any point in the school year.

C. The Association President shall be notified of any mutually agreed to overage. Probationary teachers who desire to accept students over the above limits, may do so with the approval of the building principal and the Association President and shall receive the same choice of compensation as non-probationary teachers.

D. 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.

C. <u>Severely Impaired Students/Least Restrictive Environment (LRE)</u>

1. When a general education classroom teacher is assigned a student from a special education program for severely impaired students, (MiCI, MoCI, ASD, EI), 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 disability. The teacher however, shall be informed and instructed as to emergency measures which may be necessary due to the unexpected absence of the trained aide or adult.

2. The administration agrees that it will take into consideration how a student with an IEP will affect the teacher and impact the class size load prior to determining the student’s placement.

3. If a staff member has a reasonable basis to believe that a student’s current Individual Educational Plan (IEP) is not meeting the student’s unique needs as required by law, the staff member will advise the principal or Director of

Special Education in writing. The district shall provide released time in the event the district authorizes the staff member to attend an IEP meeting that is scheduled during the staff member's normal duties.

D. 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 certificate or endorsements.

ARTICLE VII: Teaching Conditions

A. Materials/Supplies

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

B. School Improvement

The Board, Administration, Teachers/Itinerants 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.

ARTICLE VIII: LEAVES

A. Policy for Absences due to Personal and Family Illness

1. Accumulation

   Sick leave will be accumulative at the rate of 13 days per year for full time bargaining unit employees. Part time employees shall receive sick days on a pro-rata basis. However, the maximum shall be 183 days at the end of each year. Teachers/Itinerants shall be allowed three (3) personal days per year to be taken from their sick days. Staff 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/itinerant 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/itinerant will be able to exchange one-half of their accumulated sick leave at their current rate of pay, not to exceed $6,000.00.

7. Sick Bank

a. The purpose of the sick bank is to provide compensable leave coverage to bargaining members who are absent due to extended disability because of personal illness or injury. Bargaining members may use up to twenty-three (23) working days from the sick bank (if awarded). Purpose of the sick bank is to allow adequate time for bargaining members to possibly qualify for Long Term Disability. Exceptions may be made by the Superintendent.

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. Upon retirement, a retiring teacher may donate up to four (4) days to the sick bank.

e. To continue the sick leave bank, the following shall happen:

- Unused bank days from school year to school year shall be carried over.

- If an employee begins the year with the maximum sick days (180), one day shall be donated to the sick bank.

- In the event sick days are depleted, members will be petitioned to donate up to two (2) days to bring the bank back up to 50 days. If enough days are not donated to meet the minimum days needed, then members with at least 41 days will be required to donate one day. This will be done as a lottery, conducted jointly by the administration and a representative from the BCEA, until the bank is brought back to whole. Members who donated days when petitioned would be exempt from this drawing.

- Individuals awarded sick bank days shall provide a total of four (4) days of their personal sick time as repayment for using the sick bank days. This payment will take place at the beginning of each school year for four years. If less than four (4) days are used from the sick bank, repayment of the days shall be equal to the days used. If the member would like to pay back sooner, he or she may do so if desired. The association will provide a repayment schedule

to the Board or its agents.

- In the event the individual is unable to return to work, this repayment requirement would be waived. Should the individual leave the district prior to this four-year period, repayment of the days would come from remaining sick days upon the end of employment.

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 four (4) non-chargeable days will be allowed, when requested from the Superintendent or Principal, for each death in the immediate family.

a. Two additional days, or five for a spouse, may be allowed but taken from sick leave.

b. If there is no leave credit available, a full deduction will be made for these two additional days.

c. The immediate family is interpreted to include father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, foster children and the equivalent in-law relationships of the above.

d. In the event of sudden death in one's immediate family, time shall be granted for travel. Such travel shall be granted in excess of four (4) days and shall be deducted from sick leave.

2. Bereavement/Other

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

a. An additional two (2) days may be allowed but taken from sick leave credit.

b. 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 or itinerant staff member 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 their 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/administrator/direct supervisor 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/principal/administrator. In those cases where approval for payment is not granted, a staff member may pay their 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 or itinerant staff 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 spouse or immediate family member. In addition, the building principal/administrator may approve up

to two teachers per building through 8th grade and four teachers at the high school with the following conditions: No one may connect two of these days together immediately preceding or following a holiday. No one may extend a holiday by more than one personal day. At the discretion of the Superintendent, Assistant Superintendent, Director of Special Education and/or building principal additional staff may be granted such use of personal days. The procedure developed by the association with agreement of the Superintendent will be used for personal days attached to a holiday.

d. Maximum length of leave shall not exceed three consecutive personal days per school year. Three (3) days will be deducted from sick leave. At the discretion of the Superintendent, additional days (consecutive or nonconsecutive) may be granted for such use.

6. Miscellaneous Absences

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

7. Non-chargeable Leave

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

a. Absence when a teacher/itinerant staff member is called for jury service.

b. Court appearance as a witness in any case connected with the teacher's/itinerant staff member 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, administrator or Director of Special Education

d. Time necessary to take the selective service physical examination.

8. Military Immediate Family Leave

a. Sick day(s) may be used when an immediate family member (spouse, child, parent, dependent) is being deployed for combat. The staff member has the right to take time off in conjunction with military family member's: pass, leave, injury or ceremonies. The ratio for that absence will be one sick day is equivalent to one day of leave. If the staff member

does not have enough sick days to cover the leave, they have the right to request a donation of sick days from other staff members.

b. When the immediate family member, or parent graduates from IET (initial entry training), basic training, boot camp, etc., or for deployment related ceremonies staff member will be charged one sick day to attend the graduation or ceremony.

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/itinerant staff members who have been employed for seven (7) consecutive years by the Board shall, upon request, be granted a sabbatical leave for staff improvement of up to one (1) year. It is agreed that staff improvement

includes, but is not limited to, attending a college, university, or other educational institution, and travels which will improve the staff member's ability to effectively complete their assigned work duties.

a. During said sabbatical leave, the teacher/Itinerant 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/itinerant on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employee Retirement Board.

c. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board shall grant three (3) such leaves per year with one quarter pay to the teacher/itinerant.

d. The employee must return to the district for a period of two (2) years or forfeit a pro rata share of the Board paid salary and benefits (e.g., 1 year taught after returning equals forfeiture of one half of benefits).

e. The teacher/itinerant must provide the Board with a surety bond equal to the amount of the salary to be held for a three-year period.

E. Unpaid Leaves of Absence

1. General Requirements

a. Unpaid leaves of absences may be granted to non-probationary employees upon approval by the Board of Education.

b. Applications for a semester or one year leave must be submitted within 90 working days of the end of the current semester, except when medical circumstances prevent such notice.

c. The initial leave period may be for two consecutive semesters excluding a summer leave for child care and illness related leaves.

d. Steps shall be frozen and itinerant staff seniority 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 itinerant staff's former position or if not available, to a position of like nature.

2. Available Leaves

   a. Child Care (provided the child to be cared for is a legal dependent of the employee requesting such leave).

   b. Illness of the Employee – This leave shall be available upon exhaustion of sick leave benefits. Medical verification may be required. Leave based on an employee's illness shall run concurrently with all other available leaves, including FMLA leave.

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

   d. Additional leaves may be requested and are subject to the requirements for Board approval.

3. Return from Leave

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

4. Other Leaves

   a. Paternity Leave: After the birth of a child, fathers who are staff members are entitled to four (4) weeks of paternity leave time, to be used in the first twelve (12) weeks of the life of the child. These days have to be taken consecutively. Staff members can use sick time to cover paternity leave, but if they do not have enough sick days, the remaining time will be unpaid. Sick days cannot be donated to cover paternity leave.

   b. Adoption Bonding Time: After the adoption of a child, staff members can take up to twelve (12) weeks of time off for bonding with the child. Staff members can use sick time to cover adoption bonding time for four (4) weeks paid, but if they do not have enough sick days, the remaining time will be unpaid. Sick days cannot be donated to cover adoption bonding time.

   c. After the birth of a child or the adoption of a child, the district will provide

five (5) paid parental days at the start of the leave. This time cannot extend the leave.

ARTICLE IX: Mentor Teachers/Itinerant Staff Members

1. A mentor teacher/itinerant staff member shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit when possible.

2. Each bargaining unit member in their first five (5) years of teaching experience shall be assigned a mentor teacher/itinerant staff member. The mentor teacher/itinerant staff member shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to coach and nurture a new teacher, by offering assistance, resources and information in a non-threatening collegial fashion. The mentor teacher will follow the guidelines provided by the district in the mentoring handbook provided at New Teacher Orientation.

3. The District will assign a mentor teacher/itinerant staff member in accordance with the following:

    a. The mentor teacher/itinerant staff member shall be a tenured member of the bargaining unit whenever possible.

    b. Participation as a mentor teacher shall be voluntary.

    c. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification or work assignment (school social worker, etc.)

    d. Mentee shall typically be assigned to one (1) mentor teacher at a time.

    e. A mentor teacher may request to be relieved of their responsibilities at any time and a new voluntary mentor would be assigned to the mentee.

    f. The Board and the Association agree that the relationship between the mentor and mentee is collegial and shall be confidential.

4. A mentor will receive the following stipend based on the stage that the mentor is placed by the administrator and the responsibilities of the mentor. The

administrator will communicate to the mentor which stage of responsibilities prior to the placement.

Stage 1 Mentor Responsibilities	2.5% of BA Step 1
Stage 2 Mentor Responsibilities	2% of BA Step 1
Stage 3 Mentor Responsibilities	1% of BA Step 1

5. Payment for mentor stipends will be issued in May of the current academic year. If mentors are changed mid year, payments will be prorated based on the months that a mentor was mentoring.

ARTICLE X: Protection of Teachers/Itinerants

A. Assistance in Discipline

Since the teacher's/itinerant staff member's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher/itinerant, 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/itinerant staff member may not fairly be expected to assume the role of custodian for students experiencing emotional or behavioral distress, nor to be responsible for treating that student's mental health or behavioral concerns if it is out of their scope of professional expertise. Whenever it appears to a staff member and/or principal that a particular student requires the attention of specialized care from a counselor, social worker, law enforcement personnel, physicians or other professional persons and those persons make recommendations regarding that student, the Board will take reasonable steps to relieve the staff member of those specialized responsibilities with respect to such student.

B. Assault of Teacher/Itinerant staff member

Any case of assault upon a teacher/itinerant staff member shall be promptly reported to the Board or its designated representative. The Board will advise the teacher/itinerant of their rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher/itinerant in

connection with handling of the incident by law enforcement and judicial authorities as outlined by BOE policy.

C. Complaints

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

D. Time Lost

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

E. Reimbursement

The Board will reimburse teachers/itinerant staff members 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/itinerant staff member 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/itinerant staff member shall be promptly called to the teacher's/itinerant's attention.

G. Reasonable Care of Students

Teachers/itinerant staff members shall be expected to exercise reasonable care with respect to the safety of students and property.

ARTICLE XI: Negotiation Procedures

A. Continuing Negotiations

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

B. Negotiations for Successor Agreement

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

C. Selection of Teams and Ratification

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

D. No Strike Clause

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

ARTICLE XII: Professional Grievance Negotiation Procedure

A. Grievance Defined

Any teacher/itinerant staff member, 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 or Direct Supervisor grievance

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 or Direct Supervisor

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

ARTICLE XIII: Miscellaneous Provisions

A. Reporting Absences

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

B. Supremacy Clause

This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual

contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Contrary to Law

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

D. Contents of File

1. Each staff personnel file shall contain the following items of information:
    a. Copy of teaching certification
    b. Transcript of academic records
    c. Copies of individual contracts
    d. Any other pertinent personnel material

E. All Compliance Videos

(e.g SafeSchools) must be completed by each staff member by the designated date set by the Human Resources office. All staff who have met this requirement can leave immediately after student dismissal on the agreed upon date between the association and superintendent.

ARTICLE XIV: Staff Reduction and Recall for Itinerant Staff Only

A. Seniority Defined

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

B. Seniority List

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

C. Seniority Lost

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

D. Leaves and Seniority

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

E. Layoff Defined

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

F. Layoff Procedure for Itinerant Staff

1. Notice

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

2. Procedure

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

a. The list of itinerant staff positions shall be published and posted in each building with a copy to the Association. Such a list shall be

published and posted prior to the implementation of any layoff.

b. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority, based on his/her seniority and certification:

i. Current assignment; if not available, then
ii. Another department in their current building; if not available, then
iii. Current department in another building; if not available, then
iv. Another department in another building.
v. If no vacancy is available in any department of which the individual is qualified, the individual will then be laid off. Written notification in accordance with the timelines herein provided will be forwarded to the affected itinerant staff member and association.

3. Qualifications

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

G. First Vacancy

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

H. Failure to Return When Recalled

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

I. Notice of Recall

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

J. Purchase of Fringe Benefits

Laid off itinerant staff may continue their health, dental, vision and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits.

K. Fringe Benefits

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

L. Retention of Benefits

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

M. Granting Leaves

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

N. Administrative Seniority

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

O. Recall to Comparable Positions

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

ARTICLE XV: Evaluations for Itinerant Staff Only

A. Monitoring/Observations

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

B. Evaluators

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

C. Written Evaluation and Minimum Observations

The work performance of all itinerant staff shall be evaluated in writing. Each observation shall be made in person and should be for a period of not less than 15 minutes.

D. Evaluations

All itinerant staff shall follow the evaluation procedures set forth in the master agreement.

E. Personal Conference

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

F. Contents of File

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

1. Copy of certification in specific discipline area
2. Transcript of academic records
3. Copies of individual contracts
4. Any other pertinent personnel material
5. Copy of individual contract

6. Any other pertinent personnel material

G. Negative Performance and Assistance

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

H. Objections to Evaluation

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

I. Itinerant Staff Grieving Evaluations

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

ARTICLE XVI: Professional Conduct and Disciplinary Procedures for Itinerant Staff Only

A. Professional Conduct and Disciplinary Procedures

Just Cause

No itinerant staff shall be disciplined without just cause. Itinerant staff 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 itinerant staff has been offered an

opportunity to be heard.

B. Nondiscrimination and Private Life

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

C. Professional Conduct and Disciplinary Procedures

1. Breaches of professional conduct for itinerant staff are subject to disciplinary procedure. Such breaches include but are not limited to: abuses of sick leave and other leaves, tardiness, willful deficiencies in professional performance, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement, and violation of the terms of this Agreement.

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 itinerant staff shall be notified and shall be entitled to have present an Association Representative.

4. Discharge of itinerant staff shall not be subject to the grievance procedure, nor shall such action be considered discipline; however, upon written request made not more than seven (7) calendar days following said discharge, the itinerant staff shall receive an informal hearing before the Board representative.

ARTICLE XVII: Transfers for Itinerant Staff Only

A. Involuntary Transfer Minimized

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

minimized.

B. Request to Transfer

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

C. Administrative Response

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

D. Involuntary Transfer

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

ARTICLE XVIII: Vacancies and Promotions for Itinerant Staff Only

A. Posting Vacancies

Whenever any vacancy in any itinerant 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 itinerant vacancy shall be filled, except in case of emergency upon a temporary basis, until such vacancy shall have been posted for at least five (5) business days. Administrative positions that are not being filled by a current administrator will be posted for at least three (3) days.

B. Award of Position

Any itinerant staff may apply for such vacancy. In filling itinerant staff vacancies, the Board shall award the position to the most seniored itinerant staff that is

certified and highly qualified.

C. Application Process

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

D. Qualified Defined

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

E. Vacancy Defined

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

F. Area Wide Recall

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

ARTICLE XIX: Itinerant Additional Language

Itinerant Staff Appendix A - Itinerant staff members who complete a master's program requiring 60 credit hours beyond the BA will also qualify for the MA+30 lane. School Social Workers and Speech Pathologists that complete a Master's program that requires 60 credit hours, shall be given credit on the MA+30 salary schedule in accordance with university requirements, for those hours required by the university.

Up to 10 days, per diem rate, for counselors at the high school may be approved by administration for work during the summer months, outside of the contractual days.

ARTICLE XX: Annexation and/or Consolidation

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 XXI:Duration of Agreement

A. Dates

This Agreement shall be effective as of the 10th day of August, 2026 and shall continue in effect until the 10th day of August, 2028. This agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Distribution of Agreement

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

SCHEDULE A

BYRON CENTER PUBLIC SCHOOLS

Schedule A
2026 - 2027

Step	BA	Index	MA	Index	MA+30	Index
1	54,283	1.00	59,711	1.10	65,140	1.20
2	56,997	1.05	62,969	1.16	67,854	1.25
3	59,711	1.10	66,226	1.22	71,110	1.31
4	62,426	1.15	69,482	1.28	74,367	1.37
5	65,140	1.20	72,739	1.34	77,624	1.43
6	67,854	1.25	75,996	1.40	80,882	1.49
7	70,567	1.30	79,253	1.46	84,139	1.55
8	73,824	1.36	82,510	1.52	87,396	1.61
9	77,082	1.42	85,224	1.57	90,653	1.67
10	80,339	1.48	88,481	1.63	93,910	1.73
11	83,596	1.54	91,739	1.69	97,166	1.79
12	87,939	1.62	96,080	1.77	101,509	1.87
16	90,653	1.67	98,795	1.82	104,223	1.92
18	91,739	1.69	99,880	1.84	105,852	1.95
20	93,367	1.72	101,509	1.87	106,937	1.97
23	94,453	1.74	102,594	1.89	108,023	1.99
25	96,080	1.77	104,223	1.92	109,652	2.02
28	96,080	1.77	109,652	2.02	115,080	2.12

Increase = 5% over prior year

Definition of MA+30:

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

Schedule A
2027 - 2028

Step	BA	Index	MA	Index	MA+30	Index
1	56,726	1.00	62,398	1.10	68,071	1.20
2	59,562	1.05	65,802	1.16	70,908	1.25
3	62,398	1.10	69,206	1.22	74,310	1.31
4	65,235	1.15	72,608	1.28	77,714	1.37
5	68,071	1.20	76,012	1.34	81,117	1.43
6	70,908	1.25	79,416	1.40	84,521	1.49
7	73,743	1.30	82,819	1.46	87,925	1.55
8	77,147	1.36	86,223	1.52	91,329	1.61
9	80,550	1.42	89,059	1.57	94,732	1.67
10	83,954	1.48	92,463	1.63	98,136	1.73
11	87,358	1.54	95,867	1.69	101,538	1.79
12	91,896	1.62	100,404	1.77	106,077	1.87
16	94,732	1.67	103,240	1.82	108,913	1.92
18	95,867	1.69	104,375	1.84	110,615	1.95
20	97,569	1.72	106,077	1.87	111,749	1.97
23	98,703	1.74	107,211	1.89	112,884	1.99
25	100,404	1.77	108,913	1.92	114,586	2.02
28	100,404	1.77	114,586	2.02	120,259	2.12

Increase = 4.5% over prior year

Definition of MA+30:

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

SCHEDULE B

BYRON CENTER PUBLIC SCHOOLS
All Percentages are off a base of BA 1 of each school year:
2026-2027 ($39.55), 2027-2028 ($41.33)

ACADEMICS

Level	Position	# of Staff	Percent
Elementary	Diversity Team Leader	1	2%
Elementary	Elementary Co-curricular	3	2%
Elementary	Guiding Coalition Co-Chair	2	4%
Elementary	Guiding Coalition Member	6	2%
Elementary	LINKS	1	3%
Intermediate	5th Grade SI/PLC Chair	1	2.5%
Intermediate	6th Grade SI/PLC Chair	1	2.5%
Intermediate	Diversity Team Leader	1	2%
Intermediate	Guiding Coalition Co-Chair (School Improvement)	2	4%
Intermediate	Guiding Coalition Member	7	2.5%
Intermediate	LINKS	2	2%
Intermediate	School Newspaper	1	1.5%
Middle School	Diversity Team Leader	1	2%
Middle School	Guiding Coalition Member	8	4%
Middle School	National Junior Honor Society	1	2.5%
Middle School	Newspaper	1	2%
Middle School	School Improvement Co-Chair	2	4%
Middle School	Student Council	1	3%
Middle School	Yearbook	1	3%

High School	BConnects	2	2%
High School	Class Advisor Freshman	2	2%
High School	Class Advisor Sophomore	2	2%
High School	Class Advisor Junior	2	4%
High School	Class Advisor Senior	2	3%
High School	Close-Up Advisor	1	2%
High School	Code Red Robotics	2	3%
High School	DECA Advisor	1	2%
High School	Diversity Team Leader	1	2%
High School	E-Sports	1	4%
High School	Guiding Coalition Member	8	4%
High School	National Honor Society	1	3%
High School	Pride Pack Advisor	1	2%
High School	RTI Coordinator	1	2%
High School	School Improvement Co-Chair	2	4%
High School	School Spirit Store	1	4%
High School	Science Olympiad Head Coach	1	6%
High School	Science Olympiad Assistant Coach	2	2%
High School	Ski Club *If club attends 5+ events, an additional 2% to be paid.	1	2%
High School	Student Council Advisor	1	4.5%
High School	Student Life & Leadership	2	2%
High School	Unity Clubs Advisor	4	2%
High School	Yearbook	1	6%

FINE ARTS

Level	Position	# of Staff	Percent
Elementary	Art Club	1	1%
Intermediate	Art Club	1	1.5%
Middle School	Dolce Director	1	1.5%
Middle School	Musical Director	1	3.5%
Middle School	Vocal Director	1	2%
High School	Accompanist	1	3.5%
High School	Assistant Director	1	2.5%
High School	Musical Director	1	6.5%
High School	Play Director	1	5%
High School	Pit Director	1	3.5%
High School	Visual Arts Director	1	4%
High School	Vocal Director	1	3.5%

Level	Position	# of Staff	Step 1	Step 2	Step 3	Step 4	Step 5
Middle School	Band Director	1	6%	6.75%	7.5%	8.25%	9%
Middle School	Choir Director	1	3%	3.75%	4.5%	5.35%	9%
Middle School	Orchestra	1	3%	3.75%	4.5%	5.35%	9%
High School	Band Director	3	6%	6.75%	7.5%	8.25%	10%
High School	Choir Director	1	6%	6.75%	7.5%	8.25%	10%

High School	Marching Band Assistant Director	2	6%	6.75%	7.5%	8.25%	10%
High School	Marching Band Head Director	1	9%	9.75%	10.5%	11.25%	12%
High School	Orchestra	1	6%	6.75%	7.5%	8.25%	10%

ATHLETICS

Sport	Position	Step 1	Step 2	Step 3	Step 4	Step 5
Baseball	Freshman	6%	6.5%	7%	7.5%	8%
Baseball	Junior Varsity	7%	7.5%	8%	8.5%	9%
Baseball	Varsity	13%	13.5%	14%	14.5%	15%
Baseball	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Basketball	Freshman	8%	8.5%	9%	9.5%	10%
Basketball	Junior Varsity	10%	10.5%	11%	11.5%	12%
Basketball	Middle School (A&B)	5.5%	6%	6.5%	7%	7.5%
Basketball	Varsity	15%	16%	17%	18%	19%
Basketball	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Bowling	Varsity	8%	8.5%	9%	9.5%	10%
Cross Country	Middle School	4.75%	5.25%	5.75%	6.25%	6.75%
Cross Country	Middle School Assistant	3%	3.25%	3.5%	3.75%	4%
Cross Country	Varsity	10%	10.5%	11%	11.5%	12%
Cross Country	Varsity Assistant	3%	3.5%	4%	4.5%	5%

Cheer	JV Head Coach	4.75%	5.25%	5.75%	6.25%	6.75%
Cheer	Middle School Assistant	3%	3.25%	3.5%	3.75%	4%
Cheer	Middle School Head Coach	5%	5.5%	6%	6.5%	7%
Cheer	Varsity	10%	10.5%	11%	11.5%	12%
Cheer	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Cheer (Sideline)	Varsity	3%	3.5%	4%	4.5%	5%
Cheer (Sideline)	Varsity Assistant	1.5%	2%	2.5%	3%	3.5%
Football	Freshman	8%	8.5%	9%	9.5%	10%
Football	Junior Varsity	10%	10.5%	11%	11.5%	12%
Football	Middle School (A&B) - 5	5.5%	6%	6.5%	7%	7.5%
Football	Varsity	15%	16%	17%	18%	19%
Football	Varsity Assistant (3)	11%	11.5%	12%	12.5%	13%
Golf	Junior Varsity	4.75%	5.25%	5.75%	6.25%	6.75%
Golf	Varsity	10%	10.5%	11%	11.5%	12%
Hockey	Varsity	15%	16%	17%	18%	19%
Hockey	Varsity Assistant (2)	3%	3.5%	4%	4.5%	5%
Lacrosse	Freshman	6%	6.5%	7%	7.5%	8%
Lacrosse	Junior Varsity	7%	7.5%	8%	8.5%	9%
Lacrosse	Varsity	13%	13.5%	14%	14.5%	15%
Lacrosse	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Soccer	Freshman	6%	6.5%	7%	7.5%	8%

Soccer	Junior Varsity	7%	7.5%	8%	8.5%	9%
Soccer	Middle School	5%	5.5%	6%	6.5%	7%
Soccer	Varsity	13%	13.5%	14%	14.5%	15%
Soccer	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Softball	Freshman	6%	6.5%	7%	7.5%	8%
Softball	Junior Varsity	7%	7.5%	8%	8.5%	9%
Softball	Varsity	13%	13.5%	14%	14.5%	15%
Softball	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Strength	High School	5%	5.5%	6%	6.5%	7%
Swimming	Middle School	4.5%	5%	5.5%	6%	6.5%
Swimming	Middle School Assistant (2)	3%	3.25%	3.5%	3.75%	4%
Swimming	Varsity	13%	13.5%	14%	14.5%	15%
Swimming	Varsity Assistant (2)	6%	6.5%	7%	7.5%	8%
Tennis	Junior Varsity	4.75%	5.25%	5.75%	6.25%	6.75%
Tennis	Middle School	5%	5.5%	6%	6.5%	7%
Tennis	Middle School	3%	3.25%	3.5%	3.75%	4%
Tennis	Varsity	10%	10.5%	11%	11.5%	12%
Tennis	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Track	Middle School	4.75%	5.25%	5.75%	6.25%	6.75%
Track	Middle School Assistant	3%	3.25%	3.5%	3.75%	4%
Track	Varsity	13%	13.5%	14%	14.5%	15%
Track	Varsity Assistant	7%	7.5%	8%	8.5%	9%

Volleyball	Freshman	6%	6.5%	7%	7.5%	8%
Volleyball	Junior Varsity	7%	7.5%	8%	8.5%	9%
Volleyball	Middle School (A&B)	5%	5.5%	6%	6.5%	7%
Volleyball	Varsity	13%	13.5%	14%	14.5%	15%
Volleyball	Varsity Assistant	3%	3.5%	4%	4.5%	5%
Wrestling	Junior Varsity	7%	7.5%	8%	8.5%	9%
Wrestling	Middle School	5%	5.5%	6%	6.5%	7%
Wrestling	Middle School Assistant	3%	3.25%	3.5%	3.75%	4%
Wrestling	Varsity	13%	13.5%	14%	14.5%	15%
Wrestling	Varsity Assistant	3%	3.5%	4%	4.5%	5%

Calendar 2026-2027

AUGUST 2026

MON	TUE	WED	THU	FRI
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER 2026

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

OCTOBER 2026

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

NOVEMBER 2026

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

DECEMBER 2026

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

Byron Center Public Schools
DISTRICT CALENDAR
2026-2027 School Calendar

AUGUST 2026
August 26 = First Full Day

SEPTEMBER 2026
September 4 & 7= No School

OCTOBER 2026
Oct 6 & 8 = 7-8 PT Conferences 4PM-7PM
Oct 12 & 14 = 9-12 PT Conferences 4PM-7PM
Oct 13 & 15 = 5-6 PT Conferences 4PM-7PM
Oct 20= K-4 PT Conferences 5PM-8PM
Oct 22 = K-4 1/2 Day ; K-4 PT Conferences 1PM-4PM & 5PM-8PM
Oct 30 = K-12 1/2 Day
Oct 30= End Quarter 1

NOVEMBER 2026
November 25-27 = No School

DECEMBER 2026
December 21-31 = No School

JANUARY 2027
January 1 = No School
January 4 = School Resumes
January 13= Exams - K-12 1/2 Day
January 14 = Exams - K-12 1/2 Day
January 15= Exams - K-12 1/2 Day
January 15 = End Semester 1/Quarter 2
January 18= No School

FEBRUARY 2027
February 12 = K-12 1/2 Day
February 15 = No School
February 25= 7-8 PT Conferences 4PM-7PM

MARCH 2027
March 1 & 3 = 5-6 PT Conferences 4PM-7PM
March 9 = 9-12 PT Conferences 4PM-7PM
March 16 = K-4 PT Conferences 5PM-8PM
March 18 = K-4 1/2 Day; K-4 PT Conferences 1PM-4PM & 5PM-8PM
March 26 = End Quarter 3

APRIL 2027
April 2-9 = No School

MAY 2027
May 31 = No School

JUNE 2027
June 2 = Exams - K-12 1/2 Day
June 3 = Exams - K-12 1/2 Day
June 4 = Exams - K-12 1/2 Day and Last Day of School

Start

Parent Teacher Conferences

No School K-12

Half Day K-4

JANUARY 2027

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

FEBRUARY 2027

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

MARCH 2027

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 2027

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

MAY 2027

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JUNE 2027

MON	TUE	WED	THU	FRI
	1	2	3	4

*2027-2028 Calendar to be agreed upon by November 1, 2026

Appendix A

(Sick Bank, Teacher Evaluation, Teacher Placement, Reduction in Personnel/Layoff and Recall for Teachers)

Sick Bank

The member has depleted all sick days and has petitioned the BCEA Executive Board to request 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.

Teacher Evaluation

Probationary Teacher - 5 or fewer years in BC
Tenured Teacher - more than 5 years in BC or 5 years in previous district(s) and 3 in BC and have been evaluated as effective, meeting the requirements of the tenure law
IDP Teacher - tenured teachers on a plan of assistance due to deficiencies

	Probationary or Teachers on an IDP	**Tenured**
Amount of Observations	At least 4 (at least one in each semester)	At least 2 (at least one in each semester)
Beginning of Year meeting	Yes	Yes
Midyear meeting	Yes	Can request
End of Year meeting	Yes (for at least 3 years)	Can request

Protocols
By September 30:

- Administration will notify those being observed and by which administrator(s)
    - With administrator approval, tenured teachers with 2 years of effective evaluations may be evaluated biennially.
        - Year-end evaluation will be provided by administrator by June 30 with the same rating as the previous evaluation, unless the teacher worked less than 60 days that school year.
    - Administrators reserve the right to place teachers back on cycle at any time.
- Administration will provide a training or communication detailing:
    - The evaluation system
    - Required forms
    - Other important evaluation components

By December 15:

- Administrator conducts at least one observation (scheduled, unscheduled, or requested)
    - Note - one observation will be scheduled (mutually agreed upon by teacher and administrator) during the school year. All other observations could be scheduled, unscheduled, or requested and this is at the discretion of the administrator.

Observations:

- Observations will be completed by May 15, unless there are extenuating circumstances discussed between the teacher and administrator.
- Administrator observes a class for a duration of 15-60 minutes, reviewing student engagement, teacher instruction, and other areas found within the evaluation tool.
- Administrator and teacher complete the post observation protocols within the timelines below.
        - Observation feedback:
            - Needing Support - administrator will schedule a meeting to be held within 14 days of the observation. If support is still needed, corrective action must be taken to support the teacher.
            - Positive - post-observation protocols will be completed within 30 days of the observation.
- Administrators reserve the right to observe any teacher at any time.

Year-End Evaluation:

- All teachers will receive a year-end evaluation.
- All teachers submit data (accounts for 20% of the overall evaluation for on-cycle teachers) to their administrator by the last day of school. See District Growth Rubric for details.
- Administrator provides a determination (Effective, Developing, or Needing Support) to the teacher by June 30.
- If a teacher is in disagreement with their final rating, they reserve the right to have their evaluation reviewed by the superintendent, or designee. The request must be made within 30 calendar days of receiving the final rating. The superintendent, or designee, will respond within 5 business days to set up a meeting.
- Teachers reserve the right to submit a rebuttal after the meeting. These will be included in the teacher's personnel file.

K-4 Growth Data Rubric

Student growth and assessment data must account for 20% of the annual year-end teacher evaluation. Data used must be agreed upon with the evaluator.

State Testing: Average M-Step proficiency score for Reading and Math proficiency is calculated as an average score over a three year period ('21, '22, '23). Current year not included in calculation.

MAP: MAP percentages represent the percent of students who fall in the top 3 quadrants of Growth/Achievement (for math and reading combined) as indicated by the quadrant chart. A student must have valid beginning and end term scores.

SLOs: SLO percentage represents the percent of students who score at or above proficient on each assessment. Each assessment is assigned a rating (4, 3.5, 3, etc.) based on student performance and the average rating is calculated. Proficient scores are agreed upon with administrator.

Special Education/ESL - Students making progress on IEP Goals/WIDA

4
State: 85% proficiency or 4% points or more above the 3 year average
MAP: 95%+
SLO: 85%+

3.5
State: 0-3% points above the 3 year average
MAP: 90%-94%
SLO: 80%-84%

3
State: 0-3% points below the 3 year average
MAP: 85%-89%
SLO: 75%-80%

2.5
State: 4-5% below the 3 year average
MAP: 80%-84%
SLO: 70%-74%

2
State: 6-8% points below the 3 year average
MAP: 75%-79%
SLO: 65%-70%

1.5
State: 9-10% points below the 3 year average
MAP: 70%-74%
SLO: 60%-64%

1
State: 11% points or more below the 3 year average
MAP: 69% and below
SLO: 59% and below

*Specials - Will work with administrator on data setup (10% MAP + 10% SLO, 20% SLO, etc.)

5-6 Growth Data Rubric

Student growth and assessment data must account for 20% of the annual year-end teacher evaluation. Data used must be agreed upon with the evaluator.

State Testing: Average M-Step (ELA, Math, Science, Social Studies) proficiency is calculated as an average score over a three year ('21, '22, '23) period. Current year not included in calculation.

MAP: MAP percentages represent the percent of students who fall in the top 3 quadrants of Growth/Achievement as indicated by the quadrant chart. A student must have valid beginning and end term scores.

SLOs: SLO percentage represents the percent of students who score at or above proficient on each assessment. Each assessment is assigned a rating (4, 3.5, 3, etc.) based on student performance and the average rating is calculated. Proficient scores are agreed upon with administrator.

Special Education/ESL - Students making progress on IEP Goals/WIDA

4
State: 80% proficiency or 4% points or more above the 3 year proficiency average
MAP: 95%+
SLO: 85%+

3.5
State: 0-3% points above the 3 year prior proficiency average
MAP: 90%-94%
SLO: 80%-84%

3
State: 0%-3% below the 3 year prior proficiency average
MAP: 85%-89%
SLO: 75%-80%

2.5
State: 4%-5% below the 3 year prior proficiency average
MAP: 80%-84%
SLO: 70%-74%

2
State: 6-8% points below the 3 year prior proficiency average
MAP: 75%-79%
SLO: 65%-70%

1.5
State: 9-10% points below the 3 year prior proficiency average
MAP: 70%-74%
SLO: 60%-64%

1
State: 11% points or more below the 3 prior year proficiency average
MAP: 69% and below
SLO: 59% and below
*Specials - Will work with administrator on data setup (10% MAP + 10% SLO, 20% SLO, etc.)

7-8 Growth Data Rubric

Student growth and assessment data must account for 20% of the annual year-end teacher evaluation. Data used must be agreed upon with the evaluator.

State Testing: Average M-Step (ELA, Math, Science, Social Studies) or PSAT (ELA, Math, or both) proficiency is calculated as an average score over a three year ('21, '22, '23) period. Current year not included in calculation.

MAP: MAP percentages represent the percent of students who fall in the top 3 quadrants of Growth/Achievement as indicated by the quadrant chart. A student must have valid beginning and end term scores.

SLOs: SLO percentage represents the percent of students who score at or above proficient on each assessment. Each assessment is assigned a rating (4, 3.5, 3, etc.) based on student performance and the average rating is calculated. Proficient scores are agreed upon with administrator.

Special Education/ESL - Students making progress on IEP Goals/WIDA

4
State: 80% proficiency or 4% points or more above the 3 year proficiency average
MAP: 95%+
SLO: 85%+

3.5
State: 0-3% points above the 3 year prior proficiency average
MAP: 90%-94%
SLO: 80%-84%

3
State: 0%-3% below the 3 year prior proficiency average
MAP: 85%-89%
SLO: 75%-80%

2.5
State: 4%-5% below the 3 year prior proficiency average
MAP: 80%-84%
SLO: 70%-74%

2
State: 6-8% points below the 3 year prior proficiency average
MAP: 75%-79%
SLO: 65%-70%

1.5
State: 9-10% points below the 3 year prior proficiency average
MAP: 70%-74%
SLO: 60%-64%

1
State: 11% points or more below the 3 prior year proficiency average
MAP: 69% and below
SLO: 59% and below
*Co-Curriculars - Will work with administrator on data setup (10% MAP + 10% SLO, 20% SLO, etc.)

9-12 Growth Data Rubric

Student growth and assessment data must account for 20% of the annual year-end teacher evaluation. Data used must be agreed upon with the evaluator.

State Testing: Average M-Step (ELA, Math, Science, Social Studies) or PSAT/SAT (ELA, Math, or both) proficiency is calculated as an average score over a three year ('21, '22, '23) period. Current year not included in calculation.

Advanced Placement: 20% or 10% AP + 10% SLO data

SLOs: SLO percentage represents the percent of students who score at or above proficient on each assessment. Each assessment is assigned a rating (4, 3.5, 3, etc.) based on student performance and the average rating is calculated. Proficient scores are agreed upon with administrator.

Special Education/ESL - Progress on IEP Goals/WIDA

4
State: 80% proficiency or 4% points or more above the 3 year proficiency average
AP: 85% proficiency or 15%+ above the state avg. of that test.
SLO: 85%+

3.5
State: 0-3% points above the 3 year prior proficiency average
AP: 10-14% above the state avg. of that test
SLO: 80%-84%

3
State: 0%-3% below the 3 year prior proficiency average
AP: 0-9% above the state avg. of that test
SLO: 75%-80%

2.5
State: 4%-5% below the 3 year prior proficiency average
AP: 1-5% below the state avg. of that test
SLO: 70%-74%

2
State: 6-8% points below the 3 year prior proficiency average
AP: 6-10% below the state avg. of that test
SLO: 65%-70%

1.5
State: 9-10% points below the 3 year prior proficiency average
AP: 11-15% below the state avg. of that test
SLO: 60%-64%

1
State: 11% points or more below the 3 year prior proficiency average
AP: 16% or more below the state avg. of that test.
SLO: 59% and below

*Co-Curriculars - Will work with administrator on data setup (10% MAP + 10% SLO, 20% SLO, etc.)

Teacher Placement

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff. Placement does not include reduction-in-force or recall decisions.

A. Teacher placement decisions shall be based on the following clear and transparent factors:
    1. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses, grades, and school schedule.

    2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

    3. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.

B. Teacher placement decisions will be guided by the following criteria:

    1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).

    2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

        A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
        B) Based on documentation on file with the Superintendent's office.
            1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the

Superintendent's office in compliance with Revised School Code Section 1532.

2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

3. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

B) Credentials needed for District, school, or program accreditation;

C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

E) Disciplinary record, if any

F) Length of service in a grade level(s) or subject area(s);

G) Recency of relevant and comparable teaching assignments;

H) Previous effectiveness ratings;

I) Documented attendance irregularities or concerns

J) Rapport with colleagues, parents, and students;
K) Ability to withstand the strain of teaching;

L) Compliance with state and federal law; and

M) Any additional factors identified through established district criteria or guidelines (grading procedures, mentoring program, schedule B)

4. Length of service will be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

A teacher may express in writing a preference for and/or request consideration for a teacher position for which the bargaining unit member is certified and qualified. Such requests submitted within the open positions posting timeline to the Superintendent may be considered by the administration, but does not guarantee any request will be honored. All placement decisions must be made in compliance with the district's placement procedures.

Vacant Positions

The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position that the District intends to permanently fill. Vacancies may be posted by the administration and be filled by a certified and qualified internal or external candidate consistent with policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Reduction in Personnel / Layoff and Recall for Teachers

To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non-certified staff will be laid off first.

2. If reduction is necessary, teachers will be laid off based on the following process (see below), providing that such teachers who are retained are adequately certified for the positions they are to fill.

    a. The most qualified shall be determined in the following order:

        i. Determined Effectiveness: the candidate is in the top half of the numerical scoring in their evaluation score*. There will be six distinct groups: top half of Effective, bottom half of Effective; top half of Developing, bottom half of Developing; top half of Needing Support, bottom half of Needing Support. Except for displaced employees, any teacher rated “needs support” or “developing” on their year-end evaluation may not request a transfer unless it is an approved portion of their development plan.

            **Average evaluation score over three years. If three years aren’t available, then as many years as possible will be used to determine the average.*

        ii. Seniority

        iii.If there is a tie, an agreed-upon procedure between the Superintendent and BCEA President/s will take place.

3. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are certified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the certified teacher.

4. The Superintendent will bring the recommendation to the Board of Education. The Association will be notified of the teachers being considered for layoff prior to the recommendation.

5. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any address change.

6. The certification and qualifications of an employee to be laid off shall be the certifications on file with the Board at the time the layoff occurs. The certification of an employee to be recalled from layoff shall be the certification on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

7. Definitions:

a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.

b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification.

8. A teacher refusing an offer of recall to a full-time (or equivalent to when they were laid off) position for which the teacher is certified shall be deemed a resignation. Tenured teachers will remain on the recall list for three years. Recalled teachers shall be entitled to all sickness and leave benefits as they have accumulated prior to layoff.

9. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 12.1 until the end of the month following board action. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Signature Page

Association	Byron Center Public Schools
Kat ~~Sibalwa, Co~~-BCEA President	Kevin Macina, Ph.D, Superintendent
Erin Monk, Co-BCEA President	Brenda Hondorp, Board of Education President
KCEA President	
Date: 8/4/26	Date: