AGREEMENT BETWEEN THE

BYRON BOARD OF EDUCATION

AND THE

BYRON EDUCATION ASSOCIATION

JULY 1, 2025

THRU

JUNE 30, 2027

Ratified by BEA 6-12-2025

Approved by Byron Board of Education 6-16-2025

TABLE OF CONTENTS

Article		Page
Preamble		3
I.	Recognition	4
II.	Association and Teacher Rights and Protection	5
III.	Board of Education Rights	11
IV.	Professional Compensation	12
V.	Teaching Assignments	13
VI.	Teaching Conditions	14
VII.	Vacancies and Promotions	17
VIII.	Paid Leaves	19
IX.	Unpaid Leaves of Absence	22
X.	Insurance Protection	24
XI.	Teacher Evaluation	26
XII.	Mentor Teachers	31
XIII.	Negotiation Procedures	33
XIV.	Grievance Procedure	35
XV.	Miscellaneous Provisions	38
XVI.	Seniority, Layoff & Recall	39
XVII.	Payroll Deduction	41
XVIII.	Contract Maintenance Agreement	43
XIX	Emergency Financial Manager	44
XX.	Duration of Agreement	45
Salary Schedule 2025-2026		46
Salary Scheule 2026-2027		47
Schedule A – Provisions		48
Schedule B		49
Schedule B – Provisions		51
Official School Calendar 2025-2026		52
Grievance Form		53
Mentor/Probationary Teacher Form (1st Year) Teaching		54
Mentor/Mentee Teacher Form (2nd, 3rd, IDP) Year		56
Credit Approval Form		57
Academic Enrichment/Fine Arts Program Proposal		58
Request for Catastrophic Reserve Days		59
Individualized Development Plan (IDP) Form		60

MASTER CONTRACT

- - - - - -

PREAMBLE

- - - - - -

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Byron Area School District is their mutual aim and the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the quality of education, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- - - - - - - - - - - - - -

A. This Agreement is entered into by and between
   1. the Board of Education of the Byron Area School District hereinafter called the "Board" and
   2. the Byron Education Association hereinafter called the "Association".

B. The Board recognizes the Association as the exclusive bargaining representative for the Byron Area Schools' teaching staff including the position of certified teachers, counselors, certified librarians, and the curriculum coordinator.

C. Any new positions created during the life of this Agreement will be added to the unit providing it fits the description of "teacher" as used in this Agreement.

D. The term "teacher" when used hereinafter in this Agreement, shall refer to employees represented by the Association in the bargaining unit as above defined.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS AND PROTECTION

- - - - - - - - - - - - - -

A. Pursuant to Act 379 of the Public Acts of 1965 ("PERA"), the Board agrees that every employee of the Board shall have the right freely to organize, join and support, or to refrain from such activities, an Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership, or non-membership, in the Association, his participation, or non-participation, in any lawful activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under their Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is determined that a particular pupil requires the attention of special counselor, social workers, law enforcement personnel, physicians or other professional persons, or whenever it is determined that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board, subject to state law and Board of Education Policy, will provide reasonable support to the teacher.

C. The Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings in accordance with the board rules and regulations. All meetings shall be scheduled in advance with the building principal's permission.

D. No teacher shall be prevented from wearing, or required to wear, insignias or pins as identification of membership in the Association whether on or off school premises.

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

F. The Board, or its designee, agrees to furnish the Association in response to reasonable "written" requests, all available information concerning the financial resources of the district, and such other information which may be necessary for the Association to process any grievance or complaint, except information from personnel or medical files deemed to be confidential. The Association shall reimburse the District consistent with FOIA.

G. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan Revised School Code. The rights granted to teachers under the master contract shall be deemed to be in addition to those provided by law.

H. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

I. The Board shall make available in each school adequate lunchroom space, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.

J. Classroom telephones are available to teachers for their reasonable use.

K. Adequate parking facilities shall be made available to teachers for their assigned use.

L. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless the teacher's conduct shall adversely affect their professional status or impacts the District.

M. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership, or non-membership, in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education and opportunity to every student without regard to race, limited English proficiency, religion, sex, color and nationality.

N. The board will provide: (1) a separate desk for each teacher, (2) lockable space to store coats and personal items; and (3) necessary teaching supplies and tools within budgetary limits. Other materials required by the teacher may be requested by the teacher through the building principal and such request will be given prompt consideration.

O. Teachers will be advised insofar as can be reasonably foreseen when any policy manual change directly related to the teaching staff is to be acted upon by the Board. The faculty will set up a principal's advisory committee each semester in each of the respective buildings, the function of which shall be to provide a group with which the respective principal may consult in relation to the forgoing and other matters pertaining to the school. Each committee will consist of up to three (3) members chosen by the

Association. One member from each of the principal's advisory committees, each of the building principals and one person designated by the Association will make up a Superintendent's Advisory Committee.

P. Upon their request the teacher shall be entitled to review the contents of their own personnel file, as provided by Michigan law. A representative of the Association may at the teacher's request, accompany the teacher to this review. Materials provided by the teacher will be placed in the teacher's file. No material that is disciplinary in nature may be placed therein without providing the teacher with a copy which shall be signed by the teacher to indicate receipt. This provision shall not prevent the District from responding to FOIA requests as provided by law.

   If the District receives a request for any information or documents from a teacher's personnel record, the District shall notify the teacher and Association President as soon as possible. Before any requested information from a teacher's personnel file is released, the Board will permit the teacher and Association representative the opportunity to review the file.

Q. Upon their request the teacher shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined or at any meeting which the teacher reasonably believes may result in discipline. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Any suspension without pay shall not affect in any manner the bargaining unit member's insurance coverage and/or contractual fringe benefits.

R. Cause: No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; non-renewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teacher's Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

S. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

T. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to

the imposition of any other economic discipline on any employee of the bargaining unit:

1. Coaching, then
2. Written warning, then
3. Written warning, with training provided (at district expense), then
4. One-day suspension without pay, then
5. Three days suspension without pay, then
6. Further suspensions without pay, then
7. Discharge.

U. No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

V. No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

W. Association Representation: The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

X. A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement.

Y. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for

such review.

1. No “verbal warnings” shall be contained in the Personnel File. Any such warning deemed a “verbal warning” shall be communicated to the individual, and there shall be no written record of such in the employee’s Personnel File.
2. All discipline or complaints, as defined in Section F, that is four (4) years or older shall be expunged from the personnel file except as limited by any existing laws.

Z. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file. Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide legal counsel upon request to advise the teacher of their rights and obligations with respect to such action and shall render all reasonable assistance.

AA. Assaults & Property Loss/Damage Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. Upon request the Employer will reimburse the bargaining unit employee for the cost of legal counsel or may provide legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

BB. The Board, will in its discretion, consider reimbursement to teachers up to$1,000 dollars during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred while on duty and was not occasioned by the negligence of the bargaining unit employee.

CC. All bargaining unit employees shall be treated fairly and equitably.

DD. The time lost by a teacher in connection with any job related incident will not lead to a reduction in pay and the absence will not be charged against them.

ARTICLE III

BOARD OF EDUCATION RIGHTS

- - - - - - - - - - - - -

It is expressly agreed that all rights which vest in and have been exercised by the Board of Education except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:

A. Manage the school's business, the equipment and operations and to direct the working forces.

B. Continue its rights and past practice of assignment, direction and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this agreement.

C. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

D. The right to direct the working forces, including the right to hire, promote, transfer, discipline and discharge employees, and to determine the size of the work force and to lay off employees.

E. Determine the qualifications for positions.

F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

G. Determine the placement of operation, production, service, maintenance, or distribution of work and the source of materials and supplies.

H. Determine the financial policies, including all accounting procedures.

I. Determine the size of the management organization, its functions, authority, and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.

J. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.

K. To adopt reasonable rules and regulations.

ARTICLE IV

PROFESSIONAL COMPENSATION

- - - - - - - - - - - -

A. The salaries of teachers are set forth in Schedule A (basic salary) and Schedule B (extra-curricular and extra-teaching salaries). Salary schedules may be reopened during the contract period by mutual agreement of both parties.

B. In accordance with the Michigan School Aid Act and Michigan Revised School Code, the number of instructional days and hours must be met to insure receipt of full state aid.

C. Calendars for the years of the contract will have a minimum of 180 instructional days and a total of 30 hours for Teacher Professional Development. Days and hours of instruction shall meet the law and pupil accounting standards. The calendars shall be determined by the Byron Education Association and the District representative through the normal negotiations process. Yearly calendars shall be finalized no later than January 1 of each year covered in the contract.

D. In accordance with the Public Act 239 of 1984, where hours of instruction are not held because of conditions not within the control of school authorities, said days will only be made up if the District will lose state funding for failure to make them up or otherwise suffer consequences by State or federal authorities. It is understood that such hours shall be considered part of the regular school year and no employee shall receive additional compensation for those hours.

E. No teacher attendance shall be required on Act of God hours which force the closing of schools. The use of Professional Development hours may be used to fulfill this requirement if both the BEA and administration agree and such use is lawful.

F. Attendance at conferences for professional growth being encouraged, the Board will allow release time and reimbursement of expenses for approved conferences. Such conferences must have the approval of the Superintendent or their designee. Requests in writing with a copy of the general format of the conference must be submitted to the Superintendent, or their designate, through the building principals' office, at least one week in advance.

G. A teacher will receive their bi-weekly pay following a schedule that will be developed and published prior to the start of the school year. The first payday will be by the second Friday after the opening of school.

H. Individuals may be asked to participate in curriculum work outside the normal school year. They will be compensated at a rate according to Schedule B.

ARTICLE V

TEACHING ASSIGNMENTS

- - - - - - - - - - -

A. Planning Time/Teaching Preps

1. All Elementary School teachers will have at least one full 45 minute period per day of prep. Any exception to the elementary planning time will be allowed after options developed by the BEA and the administration are reviewed and discussed.

2. No teacher in the Middle or High Schools shall be required to teach more than four preparations per day without prior discission between the teacher and Principal. The Principal will notify the Association President prior to the start of the teaching assignment. Seminar, Academic Enrichment, Free Voluntary Reading, and SPARC will not be considered a preparation.

3. All Middle and High School teachers will have one full class period per day of prep regardless of schedule. Shared teachers will be classified according to the majority of time scheduled in each building. Any exception to the middle school and high school prep will be allowed after options developed by the BEA, the teacher(s) involved and the administration are reviewed and discussed.

4. Teachers assigned online/virtual courses as part or all of their teaching load shall not have a teaching assignment that exceeds the limits outlined elsewhere in this contract (for example, Article VI, Section E)

B. Subject area for high school teachers (grades 9-12), subject area or grade level for middle school teachers (grades 6-8), and the term “upper elementary” (grades 4-5) or “lower elementary” (grades K-3) will be written on individual teacher contracts.

C. The teachers schedule will be tentatively completed and provided to teachers before the conclusion of the current school year.

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

ARTICLE VI

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. The primary duty of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B. All teachers:

1. Shall be in their assigned building fifteen (15) minutes before and eight (8) minutes after the school day.

    a. Elementary – 8:45 am to 4:08 pm.

    b. Middle and High – 7:15 am to 2:38 pm.

2. Will have at least a thirty (30) minute duty free lunch period.

3. Share in the responsibility for student supervision while on the school grounds during the work day and are authorized to assist in student supervision on the school grounds or at any school function whether during their regular teaching assignment or otherwise.

4. Meetings

    a. No more than 2 meetings per week will be held during a teacher's prep time.

    b. Staff meetings – not to exceed 60 minutes per month.

    c. Other building and district meetings - Teachers will be given 24 hour notice, except in extreme emergencies. Only in extreme emergencies or by mutual agreement between the building administrators and teachers will meetings be longer than 60 minutes. The development and improvement of curriculum is part of the duties of all teachers and part of their professional responsibility.

    d. Special Education/Parent Team meetings will be held during teacher work hours when possible. If special education/parent team meetings must be held after a teacher's work hours, and exceed two hours per month, teachers will be compensated at the teacher sub rate (found in Schedule B). Special education/parent team meetings will not occur on a non-work day.

5. Teachers are required to attend one open house each academic year in lieu of sixty

(60) minutes of meetings (staff meetings) in semester one.

6. Conferences

   a. Teachers are required to hold 6 hours of conferences per year to be negotiated between BEA and administration at the beginning of the school year.

   b. Teachers will not be required to be in the school after the end of the school day on the two half days at the end of quarter 1 and quarter 3 – as compensation for the 6 hours of conferences.

C. Elementary teachers will supervise students while transitioning through the building.

D. Middle School/High School teachers will supervise students during transition time.

E. Class Size/Student Assignments

1. Because pupil/teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made to bring class sizes to the following standards dictated by financial conditions of the school district, the building facilities available, and the best interest of the children.

   a. Elementary School

Grade Level	Maximum
Developmental Kindergarten	18
Kindergarten	25
First	27
Second - Third	28
Fourth - Fifth	30
Specials	34
Special Education	State Caseload

In Elementary School classrooms, teachers who are assigned to classes which exceed the maximum class size, will receive an additional payment of $240.00 per student over maximum, per quarter, as of the 20th school day of each quarter.

   b. Middle School and High School

In Middle School and High School classrooms, every effort will be made to enroll no more than 32 students per class per teacher, per day for a six (6) period Master Schedule (except in the areas of Music and Physical Education classes) will be assigned. The Administration will make every effort to equalize secondary class sizes in content areas. Teachers who are assigned to classes which exceed the maximum class size, will receive an additional payment of $48.00 per student over maximum, per quarter, as of the 20th school day of each quarter.

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

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

The principal will first internally post the position to seek volunteers to teach such classes. Teachers shall be consulted as to students to be enrolled in combination classes.

F. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board and the Association shall share responsibility for maintaining safe working conditions.

ARTICLE VII

VACANCIES AND PROMOTIONS

- - - - - - - - - - - - -

A. A "vacancy" is any bargaining unit position that is not currently filled by a bargaining unit member which the Board intends to fill.

   1. A permanent vacancy is a vacancy caused by a retirement, resignation, upheld or unchallenged termination *or* permanent transfer or unpaid leave during a school year involving a position which will need to be filled the following school year.

   2. A temporary vacancy is defined as a vacancy that occurs after the beginning of the school year and in which the employee will be returning. A temporary vacancy will be filled with a substitute teacher.

B. Notification (Posting) of Vacancies and Application –
   1. Vacancies occurring within the bargaining unit, including newly created positions, during the summer or last week of school shall be provided via email to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.
   2. Vacancies of professional positions occurring from up to five (5) days before the first day of the school year through up to five (5) days before the end of the school year will have positions posted for a minimum of five (5) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies – Internal applicants who meet the minimum qualifications for the position will be given priority over external candidates through the interview process. If multiple internal candidates apply, the district will evaluate them based on the following criteria:

   1. Professional background (including relevant education, training, and certifications)

   2. Job performance and accomplishments in their current role

   3. Other relevant skills, experience, and contributions to the district

   4. Seniority within the district (if applicable)

   The district reserves the right to select the internal candidate who is deemed the most qualified based on the above criteria, or, if the internal candidate is currently performing

most effectively in their existing role, they may be retained. If no internal candidate is determined to be the best fit for the position, the district may consider external applicants. The district's decision will be based on a thorough evaluation of the qualifications and suitability of both internal and external candidates.

D. In the case where an involuntary transfer must occur, it must be done only for reasonable and just cause. Cause for involuntary transfer includes only cause involving the individual's performance or as part of a necessary reduction of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff & Recall Article of this Agreement.

ARTICLE VIII

PAID LEAVES

- - - - - - - - - - - - -

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of an automated system they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event they are used as substitutes on a voluntary basis, said teachers shall be compensated per rate of pay listed on Schedule B.

B. All regular teaching employees shall be entitled to thirteen (13) leave days annually. There is to be no distinction between sick and personal days, however, a teacher may be required to provide written notification from a doctor or obtain administrative approval, if more than three (3) consecutive leave days at one time are required or upon exhaustion of the 13 annual leave days. If all 13 leave days have been used, failure to provide medical documentation or evidence of extreme hardship may result in unpaid days. Leave days may only be used to extend breaks (e.g. Holiday Break, Spring Break, Thanksgiving Break, Paid Holidays and others) with the express written permission of the superintendent of schools.

   Unused leave days will convert to sick days and may be accumulated to 150 days. Accumulated sick days may only be used in the case of a serious health condition. The District may request written notification from a doctor. The allowable number of days of leave for new teachers employed after the regular school year has started shall be reduced by one day per month or major fraction thereof for each month which has transpired prior to employment.

   It is understood that current leave days will be used prior to using accumulated sick days for a long term absence except in the case of extended leave or family medical leave where up to three leave days may be retained for later use. The District may request written notification from a doctor.

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

   1. Employee in no condition to report for duty because of illness or injury including pregnancy related disability.

   2. Leave may be used in case of illness or injury in the immediate family up to ten (10) days per year.

   3. Bereavement days – Employees will be provided funeral and bereavement leave days not deducted from leave accumulation as follows:

      a. Bereavement in the immediate family: A maximum of five (5) days per occurrence

will be allowed for funerals in the family. Family is defined as spouse/significant other/partner, child, stepchild, son in-law, daughter in-law, brother, stepbrother, sister, stepsister, nephew/niece, brother in-law, sister in-law, mother, stepmother, father, stepfather, parent in-law, grandparents and grandchildren.

b. One (1) bereavement day for a death in the non-immediate family: aunt/uncle, first cousin, or a non-relative held in the same regard living in the household of the employee.

c. Bereavement pay will not be provided during vacation periods, Holiday Break, Spring Break, Thanksgiving Break, Paid Holidays and others

d. Bereavement leave may be deferred to a time deemed more appropriate for the needs of the employee.

C. Association Days: Up to six (6) days per year will be allowed for the BEA officers and designees, to conduct business for the Association. The delegate shall not be charged for the day(s) and the BEA will reimburse the District for substitute pay and the employee's retirement. Five (5) days notice must be provided to the Superintendent and building administrator prior to the absence.

D. Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service provided the teacher compensates the Board in the total amount paid for jury duty.

2. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any court proceeding as a witness.

3. Teachers that have been required to quarantine/"ordered not to work" and are still able to work synchronously or asynchronously from home

Teachers who have accumulated more than 40 unused sick days at Byron Area Schools and desire to terminate their employment with the Byron School District shall be eligible for a lump-sum payment. A member who indicates in writing to the superintendent prior to April 1 their desire to terminate employment after completing the contractual school year will be paid $50 per day with a cap of 150 days. Members who notify the superintendent after April 1st or do not complete the contractual school year shall receive $25 for each accumulated sick day with a cap of 150 days.

E. CATASTROPHIC RESERVE: The Byron Education Association and the Byron Area Schools Board of Education established a voluntary reserve. The intent of the reserve is to

maintain an employee's paid leave until long term disability insurance begins or to help maintain an employee's salary while tending to an immediate family member's needs in case of a catastrophic accident or illness for thirty (30) school days. The following terms and conditions shall apply.

1. Because the term catastrophic is subjective, each situation will be dealt with on an individual basis.

2. Process:

    a. For eligibility for the reserve, employees must first use all of their leave and accumulated sick days and fill out a request for reserve days and submit it to the BEA President and Superintendent. See Appendix for the appropriate form.

    b. The employee will submit rationale to the BEA catastrophic reserve committee for why the particular request is considered catastrophic and therefore their need to access the reserve.

    c. The committee will make a recommendation to administration in regard to each employee that applies

    d. Approval of usages lies with the district.

3. Each employee may donate two (2) days per occurrence.

4. Days will only be deducted from an employee's reserve if used by the person who submitted the request.

5. Should the need arise, another request may be submitted to the BEA committee.

ARTICLE IX

UNPAID LEAVES OF ABSENCE

- - - - - - - - - - - -

A. Any teacher whose personal illness extends beyond the period compensated under Article 9 shall be granted a leave of absence without pay or fringe benefits, except as provided in section A of Article 9 for up to one calendar year and may request an additional one year at the termination of each year's leave. However, the Board will continue health insurance for teachers on sick leave of absence for the remainder of the school fiscal year (July 1 - June 30). Upon return from the leave, a teacher shall be assigned to the same position or a substantially equivalent position. If said leave is taken for a Family and Medical Leave Act (FMLA) qualifying purpose, the employee's FMLA entitlement shall run concurrent with said leave.

B. Leaves of absence of one (1) year without pay shall be granted upon application sixty (60) days prior to commencement of leave ~~i~~n accordance with Board Policy and State Law:

   380.1235 Sabbatical leave (THE REVISED SCHOOL CODE (EXCERPT) Act 451 of 1976)

   1. After a teacher has been employed at least 7 consecutive years by the board of a school district, and at the end of each additional period of 7 or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement not to exceed 2 semesters at 1 time, if the teacher holds a permanent, life, or continuing certificate or is engaged in teaching in a college maintained by the board. During the sabbatical leave, the teacher shall be considered to be in the employ of the board, shall have a contract, and may be paid compensation as provided in the regulations of the board. The board shall not be liable for death or injuries sustained by the teacher while on sabbatical leave.

   2. A teacher shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan public school employee's retirement board.

   3. Upon return from a sabbatical leave a teacher shall be restored to the teacher's position held prior to sabbatical leave or to a position of like nature, seniority, status, and pay. The teacher shall be entitled to other benefits provided under regulations of the board.

   4. Notice of intent to return from sabbatical leaves shall be given sixty (60) days prior to the beginning of the semester when the teacher wishes to return to work.

C. Family and Medical Leave Act (FMLA):

   1. Leaves of absence of up to twelve (12) weeks without pay shall be granted to any eligible unit member for any of the following purposes:

a) the birth or placement for adoption or foster care of a child;

b) the serious health condition of a family member;

c) the employee's own serious health condition;

d) the care of a child under age 18.

e) other reasons specified in the Act.

2. Seniority shall continue to accrue during the leave up to 12 weeks.

3. The employee may elect to use paid sick leave and personal leave and/or vacation leave, or any combination thereof, for all or part of the duration of the leave.

4. The employer shall continue all health insurance benefits up to twelve (12) weeks during a family leave.

5. A family leave may be taken on an intermittent or reduced schedule basis consistent with the Act and Board policy.

6. A pregnant employee may commence the family leave before or after the birth of her child, at her option. The family leave is available to the employee at the termination of her disability benefits, at the option of the employee. The employee may terminate the leave any time after the birth of the child or in the event of the death of the child.

7. A request for up to an additional year of extended family care leave must be made in writing to the superintendent at least 30 days before the conclusion of the FMLA leave. Extreme circumstances will be reviewed on an individual basis.

8. Upon return from family leave or extended family care leave, the employee shall be placed in the same position held immediately before the leave began. If the position no longer exists, employees shall be returned to equivalent positions for which they are qualified.

D. Military leaves of absence shall be granted to any tenured teacher who shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in a public office. They shall not receive credit toward annual salary increments. The teacher shall give sixty (60) days' notice prior to the beginning of the semester they wish to return.

ARTICLE X

INSURANCE PROTECTION

- - - - - - - - - - - - -

The Board agrees to provide for the employee and their full family Health insurance with the employer paying 80% of the Health premium and the employee paying 20% of the premium.

Each employee can choose the Health insurance package, PAK A or PAK B.

A. PAK A

Health Plan: MESSA ABC Plan 2
In-Network Deductible: $2,000 single coverage/$4,000 2-Person & Family coverage
Copay: $0/$0/$0
Coinsurance: 0%
5 Tier Rx coverage
Health Savings Account with Health Equity

Negotiated LTD: 66 2/3%
Max Benefit: $6,000
Max Monthly Salary: $9,000
60 Calendar Days Modified Fill
Alcohol/Drug: 2 Year Limitation
Mental/Nervous: Same as any other illness
Pre-Existing Conditions: Waived
Freeze of Offsets: Yes

Negotiated Life and AD&D: $25,000

Vision Plan: VSP 2

Dental Plan: Class I: 100%
Class II: 60%
Class III: 60%
Class IV: 50%
Annual Max (Class I, II, and III): $1,500
Lifetime Max (Class IV): $1,500

B. PAK B

Negotiated LTD: Same as above

Negotiated Life and AD&D: $30,000

Vision: VSP 3

Dental Plan: Same as above

C. The Board shall provide an option in lieu of health benefits. The amount shall be $200.00 per month if the employee selects this option. The employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount may be applied through a Salary Reduction Agreement by the bargaining unit member toward a Board approved Tax-Deferred Annuity.

D. In recognition of the hard work and dedication of the BEA members, the District agrees to provide a yearly retention payment of $400.00 to each eligible staff member represented by the BEA. The payment will be made on the last pay date of January and will be deposited into the employee's tax-deferred account of their choice or the Health Savings Account (HAS). Employees will be provided with the necessary instructions to designate their preferred account for the deposit. To be eligible for the one-time retention payment, employees must be actively employed by the District at the time of the January payment date. Employees on an approved leave of absence, or those who have resigned or retired prior to the payment date will not be eligible to receive the retention payment.

ARTICLE XI

TEACHER EVALUATION

- - - - - - - - - - -

A. The performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. an evaluation of the teacher's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

5. the use of student growth and assessment data as 20% of the year-end evaluation determination.

    a. The student growth and assessment data or student learning objectives shall consist of measurable academic goals set for all students that utilize available data as determined annually by the SLO grade-level/department level teachers and approved by administration. Student growth scores will be calculated using a rubric developed in collaboration with administration and BEA members.

    b. The student growth and assessment objectives will be based on the following:

        i. MS/HS - 2 SLOs
        ii. Elementary - 2 of the following: NWEA, Acadience, SLO

    c. The teacher, with administrative approval, may be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other circumstances that warrant eliminating that data. (Excessive absences are defined as more than 10% of the period covered by the SLO(s).)

    d. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher. Elementary specials and special education teachers will use the average of the reading data DK - 5.

6. The Thoughtful Classroom tool will be utilized for the other 80% of the year-end evaluation determination.
   a. 4 Cornerstones (dimensions 1 - 4) - 30%

   b. 5 Episodes (dimensions 5 - 9) - 30%

   c. Professional Practice (dimension 10) - 20%

B. Process

1. Classroom observations - both formal observations and learning walks/informal observations - that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

   b. The formal classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

   c. The formal observation must include a review of pupil engagement in the lesson that is observed according to the Thoughtful Classroom rubric.
   d. The formal observation shall be no less than thirty (30) consecutive minutes.

   e. Standards for Success suggests between 2 - 4 learning walks/informal observations per evaluation year for highly effective/effective teachers. Any learning walks/informal observations done during the school year shall be no less than ten (10) consecutive minutes.

   f. There shall be notice of each formal observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to the lesson plan that will be covered before the formal classroom observation occurs.

   g. Feedback on both the lesson plan and pupil engagement will be discussed during the post-observation meeting between the administrator conducting the formal observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided feedback on that observation found within Standards for Success.

h. There shall be at least 2 scheduled formal classroom observations of any mentored teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first formal observation shall occur no later than December 15 of each school year.

i. Non mentored teachers shall receive 1 formal observation.

j. There shall be no unscheduled observations.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."

   a. Teacher ratings will be assigned as shown below.

Effective:	2.0+
Developing	1.00 – 1.99
Needing Support	0.0 - .99

   b. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the third Monday in May each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination. Probationary teachers must be notified by the third Monday in May if they are not going to be renewed.

3. Teachers who work less than 60 days in any school year or who have their evaluation results vacated through the grievance procedure or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every second or third year thereafter, on a rotating schedule developed by the administration and the BEA. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures, teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

   a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher prior to the tenth (10th) day of school.

b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.

c. a mid-year review of the IDP will be completed with both the teacher and the administration. This meeting will:

i. include a mid-year progress report, supported with at least one (1) classroom observations and at least two (2) walk-throughs conducted consistent with the above guidelines.

ii. completed no later than February 1,

iii. gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

iv. will be attached to the IDP and placed in the teacher's personnel file.

d. An end-of-year review of the IDP will be completed at the same time as the evaluation.

e. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

iii. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XV.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all previously untrained teachers on Thoughtful Classroom, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:

a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in the forms section at the end of this contract.

b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

E. In the event that the teacher feels his/her evaluation was incomplete or unjust they may put their objections in writing and have them attached to the evaluation report placed in their personnel file. The written objections must be submitted within ten (10) days after receiving the written evaluation. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

ARTICLE XII

MENTOR TEACHERS

- - - - - - - - - - - - -

A. For the first three years of employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher. Also during the first three years of employment in classroom teaching, a teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

B. Experienced teachers: For those with at least two years of prior teaching experience, who are new to the district or building (Elementary vs Middle/High School), shall only receive one year of mentoring unless additional years are requested by administration. Teachers with one-year prior experience will have two years of mentoring.

C. Teachers on IDP's due to evaluation shall be provided a mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP. In the selection process, the following guidelines will be followed.

1. A mentor teacher will be one who has experience teaching at least three (3) years and is willing to share those experiences. A mentor can be either a teacher presently on staff or a retired teacher with the required experience.

    a. Mentor positions for new and experienced teachers will be posted.

    b. Mentors for teachers with an IDP may be selected from a pool of staff that have indicated an interest in being a mentor.

2. The building principal, with advice from the association, will make the final determination on mentor assignments from the candidates.

D. All appointments as mentor teachers will be voluntary. Appointments will be for three (3) years (or one (1) year in the case of a previously experienced teacher) unless either party requests a change through their building principal.

E. Mentor teachers will have a collaborative relationship with the probationary teacher.

F. A mentor teacher can have up to two (2) probationary teachers if desired.

G. Suggested standards for release time will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to a half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the mentor teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish that collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.

H. Meetings

1. New Teachers - Mentor teacher and probationary teacher shall meet, on a regular basis for at least 15 minutes, a minimum of 30 times during the first year and may include administrative meetings; 15 times the second year; and 15 times the third year.

2. Experienced teachers (as described in B) will meet with their mentor 15 times.

3. Teachers on an IDP will meet with their mentor 15 times.

4. A written log of these meetings shall be kept on the form found in the form section at the end of the contract.

ARTICLE XIII

NEGOTIATION PROCEDURES

A. At least sixty (60) days prior to the expiration of this Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board; with respect to policies and procedures covered by this Agreement which are proper subjects under the law, for professional negotiations, the parties will undertake to cooperate in arranging meetings and otherwise constructively considering and resolving any negotiable matters during this sixty (60) day period and until a new agreement is reached.

B. In negotiations neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

D. If counsel is to be used by either party in negotiations, said party will give five (5) days' notice prior to the meeting in which legal counsel is to be used. Meetings may be canceled by notification to the other party by the chairman of either negotiating committee. Negotiation meetings shall be closed to the press.

E. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

F. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any succeeding Agreement covering the same school year as the teacher contracts.

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application

shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV

GRIEVANCE PROCEDURE

- - - - - - - - - - - -

A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters **SHALL NOT BE THE BASIS** of any grievance filed under the procedure outlines in this Article:

   1. The termination of services of or failure to re-employ any teacher.

   2. The termination of services or failure to re-employ any teacher to a position on the Schedule B.

   3. Any matter involving teacher evaluation.

   4. It is expressly understood that the grievance procedure shall not apply to those area in which the Tenure Act prescribes a procedure or authorizes a remedy.

   5. Matters constituting prohibited or illegal bargaining subjects under Michigan law.

B. The Association shall designate the building representative and an alternate per building to handle grievances when requested by the grievant. The Board designates the principal of each building to act as its representative at level one and the Superintendent or their designated representative to act at Level Two.

C. The term "days" shall mean days in which school is in session or the Business Office is open during the summer.

D. Written grievances citing the section or sub-sections of this contract alleged to have been violated must be submitted on the following form (BAS-GF-1).

E. Levels:

   1. Level One: A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days after its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the situation. The teacher shall identify the discussion as involving a grievance issue. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

   2. Level Two: A copy of the written grievance shall be filed with the Superintendent or their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the written Level Two grievance, the Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option

of the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in their office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regular Board meeting scheduled at least ten (10) days after receipt of the superintendent's answer.

3.Level Three: Upon proper application as specified in Level Two the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within 10 days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than 10 days after the initial hearing.

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

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

   a. If the Association is not satisfied with the disposition of the grievance at level three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If both parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules.

   b. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

   c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; and any lawful decision of the arbitrator shall be forthwith placed into effect.

   d. The arbitrator:

      i. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

ii. Shall have no power to establish salary scales or to change any salary.

iii. Shall have no power to change any practice, policy or rule of the Board provided the same be reasonable and not in violation of this agreement.

iv. Shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

v. Shall not hear any grievance previously barred from the scope of the grievance procedure.

5. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent.

6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost of representation including any expense of witnesses.

a. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to institute a grievance within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred.

b. The Association shall have no right to initiate a grievance involving a teacher or group of teachers without their or their express approval. The Association may file grievance(s) as representative of its entire membership when it may create a precedent for future members.

c. All preparation, filing, presentation or consideration of grievances prior to arbitration shall be held at times other than when a teacher or participating Association representative are to be at their assigned duty stations.

d. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- - - - - - - - - - - - -

A. The Association shall deal with ethical problems arising under the code of ethics of the education profession in accordance with the terms thereof and the Board recognizes that the code of ethics of the education profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.

C. Approved minutes of Board of Education meetings will be provided to the President of the Association.

D. The Association agrees to cooperate with and assist the Board of Education and its representatives in maintaining compliance with the provisions of the Agreement.

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

F. Part-Time Positions
   1. Teachers who work less than 50% of a teaching assignment shall receive prorated salary, planning time and leave days and are ineligible for insurance benefits. Teachers who teach at least 50% of a teaching assignment shall receive prorated salary, prorated leave days, prorated insurance, and compensation for planning time.
   2. Teachers shall attend parent-teacher conferences, professional development, staff meetings scheduled in accordance with this Agreement, and additional work days scheduled for preparation and/or evaluation.
   3. Contractual time for part-time employees will be determined and agreed upon by administration and the Association. Such specifications shall be detailed within the contractual agreement of the respective individual.

G. Teachers may elect to have payroll deductions for a tax-sheltered program.

ARTICLE XVI
SENIORITY, LAYOFF & RECALL

- - - - - - - - - - - - -

A. The Board of Education shall develop, following consultation of the Building and Superintendents Advisory Committees, the education programs and services for the forthcoming year, however, it is specifically recognized that it is within the sole discretion of the Board to reduce its educational programs, curriculum, and staff and that the procedures set forth in Board Policy and Guidelines shall be used in laying off teaching staff.

B. At the beginning of each year, the District will update the seniority list and provide a copy of it to the BEA for their review by September 30 or within 30 days of signing the contract, whichever occurs later.

C. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than two (2) semesters.

D. Seniority shall be defined as the amount of time an individual is continuously employed under the contract as a certified teacher within the school district, from the employee's last date of hire, subject to the following provisions:
1.Seniority starts with the date a teacher is hired for the district under contract.

2. The teacher will become a member of the bargaining unit after proper employment paperwork is submitted to the Business Office.

3. Substitute teachers cannot gain seniority and shall not be considered members of the bargaining unit.
   a. Those people hired for a full year and filling a position for more than one-half (1/2) of a full school year will be granted a full year of seniority credit.

   b. A one (1) semester position will count as one-half (1/2) year of seniority.

   c. Drawing date for seniority position will be held during the Board meeting at which the affected members are approved.

   d. In case of layoff or sabbatical, teachers so affected shall retain accumulated seniority. Seniority credit will not be given for time during layoff or sabbatical.

E. Layoff - It is understood that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be followed:

1. Non-certified teachers, then probationary certified teachers shall be laid off first except in cases where there are no tenured teachers certified to replace them as allowed by law.

2. Teachers shall be laid off according to qualification, certification, and/or evaluation. All else being equal, seniority may be taken into account.

3. A teacher whose position has been eliminated shall be placed in the first available vacancy for which he/she is certified and qualified. If there is no vacancy, the teacher whose position has been eliminated may replace a teacher with a lower evaluation rating for which they are certified and qualified.

4. To accomplish the above, involuntary transfers will be made where necessary.

5. The most senior certified personnel will be retained, however, qualification for a teaching position will be determined by the areas of certification defined on the valid state teaching certificate(s) held by the affected teacher.

6. In the event a teacher is laid off due to a reduction in staff, the Board must fulfill the remaining contract provisions concerning fringe benefits throughout the summer months if the layoff is at the end of the school year.

7. During a period of impending layoffs, the Board agrees to grant all requests for voluntary transfers as long as there is a teacher in the system certified and qualified to replace the teacher that is being laid off. The Board shall give a notice of layoff to the individual involved no later than the third Monday in May.

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

   To accomplish the above, involuntary transfers will be made where necessary.

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

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

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

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

ARTICLE XVII

PAYROLL DEDUCTION

- - - - - - - - - - - -

A. This Article shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues, assessments, and/or political action committee (PAC) contributions.

B. Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association and/or its PAC. Said authorization, if received in a hard copy signed form or an electronically signed form provided by the Association, shall be accepted and processed by the Employer.

C. The Employer shall process payroll deduction forms received from members within 10 (ten) business days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member.

D. Pursuant to such authorization, the Employer shall deduct one-twentieth (1/20th) of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each paycheck, beginning with the first paycheck in September.

E. If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) business days of receipt to any remaining pays per the deduction schedule defined above.

   Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions, or any other plans or programs jointly approved by the Association and Employer.

F. Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association and/or its PAC, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 business days of when the payroll deductions took place.

   Accompanying the distribution of payments will be a report indicating the specific categorical (dues, MEA assessment, MEA-PAC/NEA Fund for Children) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide an Excel template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10 business day requirement as an Excel attachment.

G. In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and

2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and

3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE XVIII

CONTRACT MAINTENANCE AGREEMENT

- - - - - - - - - - -

A. The Association and the Board agree they will meet at the request of either party to discuss contract matters. The meetings will be co-chaired by the Association chief negotiator and the Superintendent. At least one week in advance of the meeting the co-chairs will develop an agenda. Attendance at the meeting may consist of the three building representatives of the Association, the Superintendent, and two other Board representatives. These meetings are not intended to serve to bypass the grievance procedure, nor to extend the timelines for the filing of a grievance.

B. In the event the parties mutually agree to alter an existing condition of the contract, established procedure, or negotiate new provisions into the agreement, the amendments and/or the additions will be subject to the parties' ratification procedure.

C. A letter of agreement is generally needed in situations where the school and the teaching union have mutually agreed on specific terms or conditions that fall outside of the standard contractual obligations or require formal, documented clarification. The process begins when either party identifies an issue that requires formal documentation. Once the need for a letter of agreement is identified, both parties engage in discussions and negotiations to reach a mutually agreeable solution. Once a draft is finalized, the agreement is presented for formal approval to union leadership and the district. Once both parties approve the final draft, the agreement is signed by the union president and lead negotiator for that contract or association representative. Once signed, the final letter of agreement will be distributed to relevant parties and posted on the district's transparency page. After the LOA is signed, both parties are responsible for adhering to the terms outlined in the LOA.

ARTICLE XIX

EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

The Emergency Financial Manager is included in this agreement because it is required by State law. The parties do not agree to this provision and recognize the State's authority to require it.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2025through June 30, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this contract is subject to reopening, unless outlined within this document or by consent of both parties.

BOARD OF EDUCATION

_____
DATE

_____
BY PRESIDENT

_____
BY SECRETARY

BYRON EDUCATION ASSOCIATION

_____
DATE

_____
PRESIDENT

_____
SECRETARY

2025-2026

Teachers on steps: Receive 1 step for 2025-2026 and a 3% increase to Salary which is reflected in schedule A below.

2025-26 SALARY SCHEDULE A					
STEP	**INDEX**	**BA**	**BA+18**	**MA**	**MA+30**
1		$40,780.79	$41,596.55	$45,267.47	$46,017.47
2	1.040	$42,412.02	$43,260.41	$47,078.17	$47,828.17
3	1.041	$44,150.91	$45,034.09	$49,008.37	$49,758.37
4	1.042	$46,005.25	$46,925.52	$51,066.73	$51,816.73
5	1.043	$47,983.48	$48,943.32	$53,262.59	$54,012.59
6	1.044	$50,094.75	$51,096.82	$55,606.15	$56,356.15
7	1.045	$52,349.02	$53,396.18	$58,108.43	$58,858.43
8	1.046	$54,757.07	$55,852.41	$60,781.41	$61,531.41
9	1.047	$57,330.65	$58,477.47	$63,638.14	$64,388.14
10	1.048	$60,082.52	$61,284.39	$66,692.77	$67,442.77
11	1.049	$63,026.57	$64,287.32	$69,960.72	$70,710.72
12	1.050	$66,177.90	$67,501.69	$73,458.75	$74,208.75
13	1.051	$69,552.97	$70,944.27	$77,205.15	$77,955.15
****MA+ is not based on the factor. MA+ is $750 added to MA schedule.**					

2026-2027

Teachers on steps: Receive 1 step for 2026-2027 and if fund equity balance is:
above 7.5%, a 2% increase to salary;
below 7.5%, a 1.5% increase to salary as reflected in schedule A tables below.

2026-27 SALARY SCHEDULE A (2% increase)					
STEP	**INDEX**	**BA**	**BA+18**	**MA**	**MA+30**
1		$41,596.41	$42,428.48	$46,172.82	$46,922.82
2	1.040	$43,260.27	$44,125.62	$48,019.73	$48,769.73
3	1.041	$45,033.94	$45,934.77	$49,988.54	$50,738.54
4	1.042	$46,925.36	$47,864.03	$52,088.06	$52,838.06
5	1.043	$48,943.15	$49,922.18	$54,327.85	$55,077.85
6	1.044	$51,096.65	$52,118.76	$56,718.27	$57,468.27
7	1.045	$53,396.00	$54,464.10	$59,270.59	$60,020.59
8	1.046	$55,852.22	$56,969.45	$61,997.04	$62,747.04
9	1.047	$58,477.27	$59,647.02	$64,910.90	$65,660.90
10	1.048	$61,284.18	$62,510.07	$68,026.63	$68,776.63
11	1.049	$64,287.11	$65,573.07	$71,359.93	$72,109.93
12	1.050	$67,501.46	$68,851.72	$74,927.93	$75,677.93
13	1.051	$70,944.04	$72,363.16	$78,749.25	$79,499.25
**MA+ is not based on the factor. MA+ is $750 added to MA schedule.					

2026-27 SALARY SCHEDULE A (1.5% increase)					
STEP	**INDEX**	**BA**	**BA+18**	**MA**	**MA+30**
1		$41,392.50	$42,220.50	$45,946.48	$46,696.48
2	1.040	$43,048.20	$43,909.32	$47,784.34	$48,534.34
3	1.041	$44,813.18	$45,709.60	$49,743.50	$50,493.50
4	1.042	$46,695.33	$47,629.41	$51,832.72	$52,582.72
5	1.043	$48,703.23	$49,677.47	$54,061.53	$54,811.53
6	1.044	$50,846.17	$51,863.28	$56,440.24	$57,190.24
7	1.045	$53,134.25	$54,197.13	$58,980.05	$59,730.05
8	1.046	$55,578.42	$56,690.19	$61,693.13	$62,443.13
9	1.047	$58,190.61	$59,354.63	$64,592.71	$65,342.71
10	1.048	$60,983.76	$62,203.66	$67,693.16	$68,443.16
11	1.049	$63,971.96	$65,251.63	$71,010.12	$71,760.12
12	1.050	$67,170.56	$68,514.22	$74,560.63	$75,310.63
13	1.051	$70,596.26	$72,008.44	$78,363.22	$79,113.22
**MA+ is not based on the factor. MA+ is $750 added to MA schedule.					

SCHEDULE A – PROVISIONS

A. Teachers may be awarded steps based on certified contracted teaching experiences.

B. One-year experience will be allowed for service in the Armed Forces, however service experience will be credited only if the teacher was a fully qualified full-time teacher in Michigan at the time of induction.

C. One semester or more of past experience may be credited as a full year.

D. A degree or credit level change earned during the current contract year will be credited for the following semester, provided that an official transcript of work completed, is submitted within thirty (30) days after the beginning of the semester for work at a State approved accredited university/college, completed prior to the beginning of said semester. Credits must be earned in the field of education.

For Masters +30 all hours must be earned after the completion of a teacher's Master Degree. All hours must be in the area of the teacher's major or minor field or in the area of education.

E. Credit earned prior to a teacher being hired may or may not be given credit for advanced work based on the class work or degree being linked to the field of education and the academic status of the granting university. Exception can be made for other graduate courses if taken with the Superintendent's prior approval.

F. Any teacher who chooses to pursue additional certification that is beneficial to the district, upon the approval of their principal and superintendent prior to enrolling, will be reimbursed for the cost of tuition and materials required to achieve the certification. The teacher is expected to pay for the cost of certification testing. Teachers will be expected to be continuously employed by the district for a period of three (3) years afterward. Teachers who leave before that time period will reimburse the district on a prorated basis.

G. Vocational education teachers who meet the Michigan Department of Education Certification standards shall be placed on the BA-BS or higher level depending on years of classroom teaching experience.

H. The five State mandated professional development days are listed in the calendar. A day refers to the normal number of hours in a contracted teaching day. In the event a staff member is absent from a mandated professional development day the same procedure will be followed as any other required school day for leave days.

I. After the completion of thirteen (13) years of service to the Byron Area Schools as a regularly employed teacher within the bargaining unit, employees will be eligible for longevity pay in accordance with the following schedule:

13-19 Years	$1,900.00
20+ Years	$2,150.00

J. The use of the term days in this contract shall refer to calendar days. (Excluding the

Grievance Procedure in Article XVI, which has specific language to follow referring to days.)

SCHEDULE B

Baseball - Varsity	10%		Track - Boys - Varsity	10%
Baseball - JV	6%		Track - Boys - MS	4%
Baseball - MS	4%		Track - Girls - Varsity	10%
Basketball - Boys - Varsity	10%		Track - Girls - MS	4%
Basketball - Boys - JV	6%		Track - Assistant (>40 athletes)	5%
Basketball - Boys - Freshman	4%		Volleyball - Varsity	10%
Basketball - Boys - 8th Grade	4%		Volleyball - JV	6%
Basketball - Boys - 7th Grade	4%		Volleyball - Freshman	5%
Basketball - Girls - Varsity	10%		Volleyball - 8th Grade	4%*
Basketball - Girls - JV	6%		Volleyball - 7th Grade	4%*
Basketball - Girls - Freshman	4%		Wrestling - Varsity	10%
Basketball - Girls - 8th Grade	4%		Wrestling - Varsity Assistant	5%
Basketball - Girls - 7th Grade	4%		Wrestling - MS	4%
Bowling - Coed - Varsity	10%		Athletic Director	10%
Cheerleading - Varsity - Winter	5%		Band Director	12%
Cheerleading - Varsity - Fall	5%		Band Director - Assistant	7%
Cheerleading - MS - Fall	2%		Class Sponsor - Freshman	1.5%
Cross Country - Coed - Varsity	10%		Class Sponsor - Sophomore	1.5%
Cross Country - MS	4%		Class Sponsor - Junior (2)	3%
Football - Varsity	10%		Class Sponsor - Senior	2.5%
Football - Varsity Assistants	7%		Darling Dance Coordinator	1.5%
Football - JV	6%		Drama Club Sponsor	4%
Football - JV Assistants	5%		FFA Advisor - HS	27%
Football - Freshman	5%		FFA Advisor - MS	6%
Football - MS	4%		Fine Arts Enrichment	2.5%
Golf - Boys - Varsity	5%		Homecoming Coordinator	1.5%
Golf - Girls - Varsity	5%		NHS Advisor	2%
Soccer - Boys - Varsity	10%		Safety Patrol	2%
Soccer - Boys - JV	6%		Student Council - HS	2.5%
Soccer - Girls - Varsity	10%		Student Council - MS	2%
Soccer - Girls - JV	6%		Student Council - ES	2.5%
Softball - Varsity	10%		Work Experience Coordinator	2%
Softball - JV	6%		Yearbook - HS	2.5%
Softball - MS	4%		Yearbook - MS	1.5%

** = grandfather people already at 5.0%*

Extra teacher support $12.75
(Example: Noon Supervision, Parking Lot Supervision)

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

	2025-2026	**26-27 (2%)**	**26-27 (1.5%)**
Regular Teachers subbing in classrooms	$32.00	$32.64	$32.48

Adult Education Teacher	$21.82	$22.25	$22.15
Drivers Education	$27.82	$28.38	$28.24
Testing Coordinators	$27.82	$28.38	$28.24
Summer School	$27.82	$28.38	$28.24
Approved Curriculum Work	$27.82	$28.38	$28.24
School Improvement Team Member	$27.82	$28.38	$28.24
Saturday Detention/After School Detention	$27.82	$28.38	$28.24
Homebound Teacher/Tutor	$27.82	$28.38	$28.24
Website Management	$27.82	$28.38	$28.24
Mentor Teacher – 1st Year	726.37	740.90	737.27
Mentor Teacher – 2nd Year, 3rd Year, IDP	364.25	371.54	369.71

**New teacher mentor paid at the level of mentee's years of probation (1-3 years).
**Experienced teacher mentor paid at 2nd/3rd year rate.
**Mentors for teachers on an evaluation-driven IDP will be paid at the 2nd year rate.

SCHEDULE B - PROVISIONS

A. Once it has been determined that a new Schedule B assignment will be added by the Board of Education, The President of the BEA and Superintendent or representative of the Board will confer on remuneration before such position is presented to the Board of Education for approval and the position becomes part of Schedule B.

B. To determine the pay for a Schedule B assignment the percentage for the position will be applied to the BA step 1 column of the salary schedule for first year hires.

C. The horizontal step will correspond to the number of years of experience in that particular area. A season's experience in any particular area will count as a step no matter what the title on the job on Schedule B. For example, J.V. Football experience would count as experience when appointed to head football.

D. In the event that a coach coaches more than one season of a particular sport in one school year, he shall receive credit for each season of experience in that sport.

E. In the event that outside personnel may be hired the percentage of pay will be no more than the B.A./B.S. scale.

F. When filling a vacancy in Schedule B, if a member(s) of the bargaining unit's qualifications are superior or equal to outside personnel, priority will be given to the member of the bargaining unit.

G. Academic Enrichment/Fine Arts general guidelines:

1. A pre-approved program that would involve students in academic pursuits primarily outside the regular classroom.
2. The program would be long-term in nature meeting a minimum of 18 times for the length of the program, or duration of one school year. Costs such as: materials, entrance fees and travel costs would have to be pre-approved.
3. The program would be under the guidance of the building administrator. Examples of such programs would be Odyssey of the Mind, Science Olympiad, Quiz Bowl, etc. See form BAS-AE-1 (Academic Enrichment Program Proposal)

Byron Area Schools 2025-26 Academic Calendar

July 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

18	Professional Development for staff
18	MS/HS Open House 5:00 - 6:30
19	Professional Development for staff
19	Elementary Open House 5:00 - 6:30
21	FIRST DAY OF SCHOOL FOR STUDENTS
29	Labor Day Weekend - No School

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September

1	Labor Day - No School
24	No School for students
24	Professional Development for staff

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October

1	MS/HS Conferences 3:00 - 6:00
2	MS/HS Conferences 4:00 - 7:00
15	1/2 Day of School
15	Professional Development for staff
24	1/2 Day of School - End of 1st Quarter
31	No School

November 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November

19	Elementary Conferences 5:00 - 8:00
20	Elementary Conferences 5:00 - 8:00
26-28	Thanksgiving Break - No School

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December

22-31	Christmas Break - No School

January 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January

1-2	Christmas Break - No School
15	1/2 Day of School - Exams
16	1/2 Day of School - Exams
16	End of 2nd Quarter and 1st Semester
19	Martin Luther King Jr. Day - No School

February 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February

13	President's Day Weekend - No School
16	President's Day - No School

March 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

11	1/2 Day of School
11	Professional Development for staff
27	1/2 Day of School - End of 3rd Quarter
30-31	Spring Break - No School

April 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April

1-3	Spring Break - No School
15	No School for students
15	Professional Development for staff

May 2026

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May

25	Memorial Day - No School
31	Graduation 2:00

June 2026

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June

2	1/2 Day of School - Exams
3	1/2 Day of School - Exams
3	End of 4th Quarter and 2nd Semester
3	LAST DAY OF SCHOOL FOR STUDENTS

GRIEVANCE FORM

Grievance #: _____ School: _____

Employee: _____ Building: _____

Position/Job: _____ Date Filed: _____

Immediate Supervisor: _____

Distribution: ☐ Superintendent ☐ Association ☐ Supervisor ☐ Grievant

1. Date incident occurred: _____

2. Specific article/law/rule/regulation violated: _____

3. Statement of grievance: _____

_____

_____

_____

4. Remedy requested: _____

_____

_____

5. Disposition - management: _____

_____

_____

_____ _____
Signature of principal/supervisor Date

6. Disposition - grievant/association: _____

_____

_____

_____ _____
Signature: grievant Date

_____ _____
Signature: association rep. Date

MENTOR TEACHER/PROBATIONARY (1st YEAR) TEACHER MEETING LOG

First Year - Minimum of 30 meetings

	Date of meeting	Topic Covered	
1			□ Classroom Management □ Instructional Delivery □ Other
2			□ Classroom Management □ Instructional Delivery □ Other
3			□ Classroom Management □ Instructional Delivery □ Other
4			□ Classroom Management □ Instructional Delivery □ Other
5			□ Classroom Management □ Instructional Delivery □ Other
6			□ Classroom Management □ Instructional Delivery □ Other
7			□ Classroom Management □ Instructional Delivery □ Other
8			□ Classroom Management □ Instructional Delivery □ Other
9			□ Classroom Management □ Instructional Delivery □ Other
10			□ Classroom Management □ Instructional Delivery □ Other
11			□ Classroom Management □ Instructional Delivery □ Other
12			□ Classroom Management □ Instructional Delivery □ Other
13			□ Classroom Management □ Instructional Delivery □ Other
14			□ Classroom Management □ Instructional Delivery □ Other
15			□ Classroom Management □ Instructional Delivery □ Other
16			□ Classroom Management □ Instructional Delivery □ Other

	Date of meeting	Topic Covered	
17			□ Classroom Management □ Instructional Delivery □ Other
18			□ Classroom Management □ Instructional Delivery □ Other
19			□ Classroom Management □ Instructional Delivery □ Other
20			□ Classroom Management □ Instructional Delivery □ Other
21			□ Classroom Management □ Instructional Delivery □ Other
22			□ Classroom Management □ Instructional Delivery □ Other
23			□ Classroom Management □ Instructional Delivery □ Other
24			□ Classroom Management □ Instructional Delivery □ Other
25			□ Classroom Management □ Instructional Delivery □ Other
26			□ Classroom Management □ Instructional Delivery □ Other
27			□ Classroom Management □ Instructional Delivery □ Other
28			□ Classroom Management □ Instructional Delivery □ Other
29			□ Classroom Management □ Instructional Delivery □ Other
30			□ Classroom Management □ Instructional Delivery □ Other

_____

Printed Name (Mentor Teacher) Signature (Mentor Teacher)

_____

Printed Name (1st Year Teacher) Signature (1st Year Teacher)

MENTOR/MENTEE TEACHER MEETING LOG

Second/Subsequent Year -OR- IDP - Minimum of 15 meetings

	Date	Topic Covered	
1			□ Classroom Management □ Instructional Delivery □ Other
2			□ Classroom Management □ Instructional Delivery □ Other
3			□ Classroom Management □ Instructional Delivery □ Other
4			□ Classroom Management □ Instructional Delivery □ Other
5			□ Classroom Management □ Instructional Delivery □ Other
6			□ Classroom Management □ Instructional Delivery □ Other
7			□ Classroom Management □ Instructional Delivery □ Other
8			□ Classroom Management □ Instructional Delivery □ Other
9			□ Classroom Management □ Instructional Delivery □ Other
10			□ Classroom Management □ Instructional Delivery □ Other
11			□ Classroom Management □ Instructional Delivery □ Other
12			□ Classroom Management □ Instructional Delivery □ Other
13			□ Classroom Management □ Instructional Delivery □ Other
14			□ Classroom Management □ Instructional Delivery □ Other
15			□ Classroom Management □ Instructional Delivery □ Other

_____

Printed Name (Mentor Teacher) Signature (Mentor Teacher)

_____

Printed Name (Mentee Teacher) Signature (Mentee Teacher)

CREDIT APPROVAL FORM
(For Masters Degree and 30 Hours)

Teachers Name: _____

Course Title: _____

Academic Institution: _____

Date Course Is Offered: _____

How will this course enhance your job performance?

_____

_____

_____

_____

_____ _____
Administrator's Signature Date

ACADEMIC ENRICHMENT/FINE ARTS PROGRAM PROPOSAL

Program Title: _____

Building: _____

Description of program and how it relates to the guidelines on page 47 in the current contract:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____/_____
Teacher's Signature Date

_____/_____
Building Administrator's Signature Date

REQUEST FOR CATASTROPHIC RESERVE DAYS

Date: _____

Employee Information

Name: _____

Address: _____

City/State/Zip: _____

Work Location:

- ☐ High School
- ☐ Middle School
- ☐ Elementary School

Requested number of days: _____

Rationale for request: _____

_____

_____

_____

(You may use back of form for further information)

(For Office Use Only)

Association

Byron EA President_____

Date_____

District

Superintendent_____

Date_____

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)
BEGINNING OF YEAR PLAN

Date: _____

Teacher Name: _____

IDP reason:

- ☐ Probationary Teacher
- ☐ Evaluation Requirement

The following is a list of goals and specific strategies for the teacher to accomplish which have been selected through the collaborative effort of the building administrator and the teacher. Goals and administrative support plan will focus on one or more episodes from the Thoughtful Classroom Teacher Effectiveness Framework.

Goal 1 - Episode _____

_____
_____
_____

Teacher Plan

_____
_____
_____

Administrative Support Plan

_____
_____
_____

Goal 2 - Episode _____

_____
_____
_____

Teacher Plan

_____
_____
_____

Administrative Support Plan

_____
_____
_____

_____/_____
Teacher's Signature Date

_____/_____
Building Administrator's Signature Date

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)
MID YEAR PROGRESS REPORT

Goal 1:	Progress:
	Area(s) of focus:
Goal 2	Progress:
	Area(s) of focus:

☐ Student Growth Met

END OF YEAR PROGRESS REPORT

Goal 1:	Progress:
	Area(s) of focus:
Goal 2:	Progress:
	Area(s) of focus: