

MASTER AGREEMENT

Between

BARRY INTERMEDIATE EDUCATION ASSOCIATION

and

BARRY INTERMEDIATE SCHOOL DISTRICT

2014 - 2017

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AGREEMENT

This Agreement entered into this 10th day of June, 2014, by and between the Intermediate Board of Education of Barry County, Hastings, Michigan, hereinafter called the "Board", and the Barry Intermediate Education Association, hereinafter called the "Association."

WITNESSETH

The Board and the Association have a statutory obligation pursuant to the Public Employment Relations Act to bargain with respect to hours, wages, and terms and conditions of employment, and it is agreed as follows:

ARTICLE 1 RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all regularly employed certified professional personnel, under contract with the Barry Intermediate School Board, employed in a position for which they are certified or licensed; excluding substitutes and per diem appointments, executive, administrative, and supervisory personnel, and all other employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees, who are covered by the teacher tenure act and "non-teaching professional staff members" will be used to refer to those professional staff not covered by the teacher tenure act represented by the Association in the bargaining or negotiating unit as above defined.

- A. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code, Michigan Teacher Tenure Act, or applicable Civil Service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. The enforcement of these rights shall not be subject to the grievance procedure as specified in Article 10.
- C. Each Bargaining unit member can freely choose to become a member of the Association, or not to become a member of the Association. Bargaining unit membership and Association membership are distinct. An employee is always a bargaining unit member; an employee becomes an Association member only through choice. If an employee chooses not to become an Association member he/she will remain a bargaining unit member, remain entitled to representation by the Association, remain covered by this collective bargaining agreement, and remain entitled to any benefits set forth in this collective bargaining agreement.

ARTICLE 2
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, State and Federal Law, the Constitutions of the State of Michigan and the United States.
- B. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association, either as to the taking of actions under such rights, or with respect to the consequence of such action during the term of the Agreement. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
- 1 Establish policies, manage, and control the Intermediate District, its facilities, equipment and its operations and to direct its working forces and affairs.
 - 2 Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel and the scheduling of all personnel.
 - 3 Hire all employees and, subject to the provisions of the law, determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
 - 4 Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or changes therein, the institution of new and/or improved methods or changes therein.
 - 5 Adopt reasonable rules and regulations.
 - 6 Determine the qualifications of employees and if necessary, include physical and mental health examinations by mutually agreed to medical personnel, the cost thereof to be borne by the Board.
 - 7 Determine the number and location or relocation of its facilities.
 - 8 Determine the placement of operations and the source of materials and supplies.

- 9 Determine the financial policies, including all accounting procedures.
- 10 Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.
- 11 Determine the insurance carriers for the district's employees.

The foregoing is not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

ARTICLE 3 EMPLOYEE RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the parties hereby agree that bargaining unit members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation, or to refrain from such activities. The parties agree that they will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Public Employment Relations Act.
- B. The Board shall make available to the Association all public information. Such information will be provided to the Association at a reasonable cost for time and material.
- C. Each teacher shall have the right to review and copy the contents of his/her own personnel file in accordance with state law. The teacher shall be allowed his/her choice of representation at this review. The review must be made in the presence of the Superintendent or designee.
- D. If complaints, reprimands, or materials that could be used to discipline a Non-Teaching Professional Staff Member are to be placed in a Non-Teaching Professional Staff Member's file, copies shall be given to the Non-Teaching Professional Staff Member prior to the placement in the file, and shall bear signature(s) of the individual(s) making and receiving such reports. Any Non-Teaching Professional Staff Member may submit a written statement of explanation relative to any of the above documents, and that statement must be included in the file.
- E. A Non-Teaching Professional Staff Member will have notice that a reprimand, warning or discipline is forthcoming. The teacher shall be entitled, at all times, to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional matters. If an

Association representative is requested to be present, the availability of the representative shall not unduly delay the meeting. In no event shall the Administration be restricted from taking such protective action as it may determine to be necessary to protect the rights of students and others.

- F. No non-probationary Non-Teaching Professional Staff Member shall be disciplined, reprimanded, or warned without just cause. Any such discipline or reprimand shall be subject to the grievance procedure. The discharge of a probationary Non-Teaching Professional Staff Member is not subject to the grievance procedure.

The probationary period for all personnel covered by this contract but not certificated by definition under the Tenure Act will be five (5) years.

- G. The Association may be able to use the copying equipment and the BISD conference room facility for business meetings provided such usage or meetings do not interfere with ISD-related activities. The use of the conference room will be without charge. The Association agrees that damage or loss due to negligence will be reimbursed to the ISD and the incident may be cause for revoking this privilege.

The use of the facility must be requested in writing from the Superintendent or designee in advance to avoid building usage conflict. The Association will reimburse for the cost of the paper and machine at a rate established by the Board. Failure to seek permission, failure to reimburse, or failure to adhere to security guidelines may be a cause for revoking the privilege.

ARTICLE 4 WORKING CONDITIONS

Not with standing their employment, an employee shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, unless such activity interferes and/or adversely affects the discharge of his/her professional duties. The private and personal life of any employee is not within the appropriate concern or attention of the Board except as it adversely affects his/her professional duties as determined by the Board of Education.

ARTICLE 5 LEAVES OF ABSENCE

- A. Attendance Incentive. A member who is absent from work for not more than three (3) scheduled work days during a full school year shall receive a one-time

payment equal to two (2) days pay (not including days identified under the Family Medical Leave Act). Such sum shall be included in the Member's last paycheck in June.

B. Leave. All members shall be have the ability to earn up to eleven (11) leave days at the start of each school year on the basis that they are earned at the rate of one (1) day per full month of service and two days upfront. In the event a member does not complete a full school year leave shall be reduced proportionately on the basis of the portion of the school year not worked. Leave shall be allowed to accumulate from year-to-year up to a maximum accumulation of ninety (90) days. Members shall receive a confirmation of their accumulated leave credits with the first staff meeting of the school year.

1. Paid leave may be used at his/her discretion to attend to the member's personal illness, the illness of an immediate family member. Immediate Family shall be defined as spouse, child (including step-child), parents, mother-in-law, or father-in-law. At the member's discretion for conducting personal business which could not be conducted without otherwise taking time off.
2. Each member shall be entitled to an accumulation for the unused portion of each year's paid leave, which shall not be reduced until the current eleven (11) days have been used.
3. Paid leave shall not be scheduled for use on more than three (3) consecutive school days. Except in emergency or unusual situations, as determined by the Superintendent or designee, leave will not be permitted on the last school day prior to, or the first school day following a recess period or during parent conference days.
4. All or any portion of a leave taken by a teacher because of medical disability may, at the member's option be charged to his/her available leave. Members desiring to return from an extended or medical disability leave may be required to obtain a medical doctor's certification that said employee is fit to return to work. The Board may request a further opinion from a medical doctor, of its choice and at its expense that said employee is fit to return to work.

C. Leaves of absence with pay not chargeable against the member's leave allowance:

1. Death in Immediate Family. A maximum of five (5) days per school year shall be granted for a death in the immediate family. Immediate family shall be defined as spouse, child, step-child, parent, grandchild, brother, sister, son-in-law, or daughter-in-law.

Up to three (3) days may be used for funeral and bereavement due to death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandparent.

Additional days for travel may be granted at the discretion of the Superintendent.

2. Legal Appearance. A member subpoenaed before a court of competent jurisdiction to give testimony shall be compensated for the difference between said member's pay and pay received as witness fees for so testifying for each day the member is required before such Court for that purpose. This provision shall not apply to any member who is giving such testimony in an action where the member, members or the Association bring or is a party to such action against the Board of Education. A member released from said duty during the school day must report for duty at his/her regular teaching location as soon as reasonably possible upon being released by the Court in order to receive pay therefore, provided two (2) or more hours remain in the member's normally scheduled work day or a meeting has been scheduled for which the member would normally be required to attend and the member has sufficient time to get to the meeting. Members must notify the District in writing at least one week in advance of their court date or as soon as possible if the court does not give them one week's notice.
3. Professional Business. Two (2) days per year for approved visitation at other schools or for attending education conferences or conventions, including Association meetings. Additional days may be granted at the discretion of the Superintendent. Requests for leave under this section must be made to the Superintendent or designee at least two (2) weeks in advance. The granting of such days shall not be deemed precedent setting. The denial of such days shall be at the discretion of the Superintendent.

Notification for the use of a leave day must be submitted at least one (1) week in advance unless the member can demonstrate an emergency exists preventing the submission of timely notice. The notification must be made in writing to the Superintendent on a leave notification form provided by the Board. The Superintendent or his/her designee shall approve or disapprove the request and so notify the member in writing within forty-eight (48) hours of the submission of the request. By way of example, a leave day shall not be used for securing employment elsewhere, participating in an Association related activity or recreational activity. A maximum of 10% of the faculty may be granted a leave day on the same date. Misuse of the concept of leave days may result in disciplinary action.

The Board and teachers understand that use of paid leave days are to be for business that cannot be conducted outside of normal working hours.

4. Jury Duty. A leave of absence shall be granted a member called for jury duty. The teacher shall give the District one (1) week's notice before his/her scheduled jury duty. If requested by the Administration, teachers shall cooperate in seeking release from jury duty. The Board agrees to pay the member's daily salary for each day the member is required to perform jury duty, provided the member endorses over to the District the daily jury fee paid by the Court, (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work. Members released from jury duty during the school day must report for duty as soon as reasonably possible upon being released by the court in order to receive jury duty pay, provided two (2) or more hours remain in the member's normally scheduled work day or a meeting has been scheduled for which the member would normally be required to attend and the member has sufficient time to get to the meeting.

D.

1. Leaves of absence without pay may be granted upon application for the following reasons and will run concurrent with any FMLA leave for eligible members:
 - a. Study related to the member's license field.
 - b. Study to meet eligibility requirements for a license for ISD employment other than that field held by the member.
 - c. Study, research or special assignments involving probable advantage to the school system.
 - d. Military Leaves of Absence. Said leave shall be granted to any member(s) as required by law.
 - e. Child Care/Adoption Leave. A child care leave of up to one (1) year shall be granted to any member for the purpose of caring for a new-born. An adoption leave of up to one (1) year shall be granted. When first notified of acceptance as an adoptive parent by the adoption agency, the member shall apply for adoptive leave. The leave shall commence when the member assumes custody of the child. The Board may extend these leaves for an additional year.

- f. Medical Leave. Any member whose personal illness or pregnancy – related disability extends beyond the period compensated shall be granted a leave of absence without pay for such time, up to one (1) year, as is necessary for complete recovery from such illness. The member must provide a physician’s statement reflecting the member is unable to return to work. During the leave, the employee’s position will be filled by a substitute. Upon notice from the non-teaching member’s physician that the non-teaching member is capable of returning to work and assuming his/her regular duties, the non-teaching professional member will be returned to his/her position, if available, or a substantially equivalent position for which she/he is certified and qualified.
 2. Any member interested in applying for an unpaid leave of absence must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
 3. Normally beginning and ending dates for all leaves in Section D are to correspond with the beginning or end of a school year, or a semester, in order to maintain the teacher-student relationship as effectively as possible. The Superintendent may waive the above restriction if a satisfactory replacement can be obtained.
 4. A member on an unpaid leave of absence shall notify the Superintendent, in writing, of his/her intent to return from the leave at least four (4) weeks in advance of the return date.
 5. It is expressly understood the right to grant or reject leaves under a., b., and c. above rests solely with the Board of Education, or should the Board elect, with the Superintendent and said decision shall be final.
 5. All unpaid leaves shall be without Board-paid benefits and salary increments shall not accrue except in the case of military leaves of absences as referred to in 1- d, above. Seniority will not be interrupted during an unpaid leave. Leave days shall not accrue but unused leave days already accrued at the start of the leave shall be reinstated upon return. With the exception of a medical leave, the conditions under which a person may return from an unpaid leave shall be determined by the Board upon recommendation of the Superintendent prior to approval of the request for leave.
- E. Members may be required to supply a doctor’s verification or other information to verify the reason for an absence when there appears to be sufficient cause.

- F. The Board reserves the right to send a member to a Board-appointed physician or other qualified professional personnel at Board expense if questions arise concerning an absence (paid or unpaid) or fitness for continued service.
- G. Worker's Compensation. Any member who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall receive from the Board the difference between the allowance under the Worker's Disability Compensation Act and his/her regular net salary for a period of three (3) months or the remaining time of the individual's contract, whichever occurs first. Upon completion of this three (3) month period, the member may use his/her accumulated leave on a prorated basis determined by the % of net earnings not covered by the Worker's Compensation received.

ARTICLE 6
EVALUATION

- A. Evaluations shall in part be based on formal observation as required by law or if requested by the Non-Teaching Professional Staff. The administration will provide a plan of assistance to the staff member, as required by law or if needed, for the purpose of improving job performance.
- B. The criteria to be used for Non-Teaching Professional Staff evaluation shall be mutually agreed to by the Administration and the Association at the beginning of each school year unless the criteria is unchanged from the previous year. New Non-Teaching Professional Staffs shall be given the criteria the first week of their employment with the District.
- C. Evaluations will be conducted by an appropriate immediate supervisor.
- D. A copy of the written evaluation shall be submitted to the staff member.
- E. Non-Teaching Professional Staffs shall sign the formal written evaluation which is placed in the file. Such signature shall be understood to indicate the Non-Teaching Professional Staff's awareness of the evaluation but not necessarily agreement with the content of the evaluation. Any Non-Teaching Professional Staff may submit a written statement explaining his/her position if there is a disagreement with the evaluation and the statement must be included whenever the evaluation is divulged to at third party. The staff member's explanatory notes shall be attached to the evaluation form.
- H. Whereas the State of Michigan requires five (5) professional development days for teachers, the parties agree to the following (Items 1-4 below) for all members who are required to be certificated as a condition of their employment:

1. All members will complete the five days of professional development between July 1st and June 30th of each school year. The Board will allow members upon request to attend school provided professional development activities. The Board will continue to provide funds for professional development activities not provided by the district, subject to approval.
2. Members must document professional development activities and hours on the appropriate form, and submit the document to their immediate supervisor by the last day of the school year. (Any professional development being completed between the last workday and June 30th should be listed on the document.)
3. Members who are within their first three years of teaching are considered to be “new to the profession” and must complete an additional fifteen days of professional development within a three year time span (Section 1526 of Public Act 335, 1993).

ARTICLE 7
PROTECTION OF MEMBERS

- A. In the event a Member is acting within the scope of his/her professional employment and a Member without fault or negligence on his/her part, shall suffer damage to his/her personal clothing (including glasses, watch, costume jewelry), the Board shall reimburse the Member for such damage up to \$250 for any loss not covered by the Member’s personal insurance. The Board shall have no obligation to reimburse the Member for any property whose presence on the premises was not reasonably necessary in the performance of the Member’s professional duties. At the beginning of each school year Members shall file a list of personal items with the Superintendent that will be insured as per this Article. This list may be amended during the school year by filing again with the Superintendent. Reimbursement requests for personal materials, i.e., books, pamphlets, will be reviewed by the Superintendent. The Board may require such subrogation, assignment and full cooperation by such Member in seeking recovery from any party responsible for such loss.
- B. Any valid complaints by a parent of a student directed toward a Member to the Intermediate School office shall be promptly called to the Member’s attention. Should the parent request a meeting with the Board regarding said complaint, the Member, at his/her request, may be accompanied by a representative from the Association.
- C. Members shall be expected to exercise reasonable care with respect to the safety of pupils and property.

- D. A case of assault upon a Member shall be promptly reported to the Administration. The Administration will advise the Member of his/her rights and obligations with respect to such assault and shall render assistance to the Member in connection with the handling of the incident. This may include notification of law enforcement, judicial authorities and legal assistance.

ARTICLE 8
NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this agreement, and with respect to any subjects or matters that were subject to bargaining in the formation of this agreement. By mutual agreement of both the Board and the Association any and/or all parts of this contract may be reopened.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, pursuant to the provisions of this Agreement.

ARTICLE 9
PROFESSIONAL GRIEVANCE PROCEDURE

- A. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary bargaining unit member;
 2. Any matter involving bargaining unit member evaluation;
 3. Any matter for which there is recourse under state or federal statutes
- B. The term “days” as used herein shall mean days in which school is in session.
- C. Written grievances as required herein shall contain the following:

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

Any written grievance not in accordance with the above requirements may be rejected as improper.

D. Procedure:

1. Level One – A Non-teaching Professional Staff Member alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the Program Administrator in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the Non-Teaching Professional Staff Member shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two – A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within fifteen (15) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the grievance officer of the Association, the Program Administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his/her office.
3. Level Three – Individual teachers shall not have the right to process a grievance at Level Three.
 - a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the Level Two decision is received, refer the matter in writing for

arbitration. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

- b. Neither party may raise new facts at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. He/she shall have no power to establish salary scales.
 - 3. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - 4. He/she shall have no power to interpret state or federal law.
 - 5. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 - 7. 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. The fees and expenses of the arbitrator shall be shared equally by the parties.
- E. Should a Non-Teaching Professional Staff fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a Non-Teaching Professional Staff fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- F. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a Non-Teaching Professional Staff or a participating Association Representative are to be at their assigned duty stations unless mutually agreed by the parties.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- I. A bargaining unit member who must testify in an arbitration hearing during the work day shall be excused with pay for that purpose. The cost of substitutes will be paid by the Association.
- J. The grievant or the Association may withdraw their grievance at any time prior to its referral to arbitration without prejudice.

ARTICLE 10
SALARY AND BENEFITS

- A. The salaries of members covered by this Agreement are set forth in the Schedules which are attached to and incorporated in this Agreement. For the 2014-15 school year, members will receive an increase of 1.0% over the 2013-14 salary schedule; for the 2015-16 school year 0.5% will be added to the 2014-15 salary schedule; and for the 2016-17 school year will be negotiated during the 2015-2016 school year.
- B. A Bargaining Unit Member who engages in negotiating on behalf of the Association during the school day with any representative of the Board or participating in any professional grievance negotiation for the Association, including arbitration, shall be released from regular duties without loss of salary.
- C. A Bargaining Unit Member who works at least fifty percent (50%) of the school year shall receive a step on the salary increment schedule the following year of

employment. A Bargaining Unit Member who works less than fifty percent (50%) of the school year shall remain on the same salary step for the following school year. Bargaining Unit Members shall be paid pro-rata for the time worked per day/per year.

- D. Bargaining Unit Members qualifying for salary increases due to a change in salary columns between September 1 and the end of the first semester shall receive said adjustments on a prorated basis beginning the next semester.

Employees qualifying during the second semester shall receive said adjustments beginning the next contractual year.

- E. Bargaining Unit Members required in the course of their work to drive personal automobiles shall receive mileage.

Mileage will begin and end at the Barry Intermediate School District office, or assigned worksite, unless the actual driving distance is shorter in which case the lesser amount will be paid.

Mileage reimbursement shall be figured in accordance with IRS mileage regulations and shall be paid the second Friday following a Board meeting. Requests for reimbursement shall be submitted the Friday preceding the Board meeting for payment on the second Friday following the Board meeting.

- F. Insurance. The Board shall make the following maximum contributions toward the payment of health, care costs to a policy of the BIEA choice, for all full-time employees, with the payments being pro-rated for eligible part time employees who are one-half time or more who complete their contractual obligation to obtain insurance coverage for a full twelve (12) month period. These contributions shall be equal to the hard cap established by the State of Michigan in Public Act 152 as annually adjusted. The Association agrees to make the Board the Policyholder in order to qualify for State of Michigan 'best practices' eligibility. The District agrees to pre-fund the \$2,500 deductible into a health savings account.

Current rates for medical benefit coverage's beginning in 2014 are as follows:

Single subscriber:	\$488.13 per month
Two person subscriber:	\$1,020.83 per month
Family Subscriber:	\$1,331.27 per month

These are the maximum permitted contributions by the ISD for health insurance costs (including deductibles, fees, commissions, premiums, and taxes) and are considered medical benefit plan costs. Any medical benefit plan that costs in excess of the ISD's contribution are the sole and exclusive responsibility of the enrolled employee, and will be payroll deducted from his/her wages.

The board agrees to pay the costs associated with the board-adopted dental, vision, LTD and Life Insurance plans.

G.

1. Permanent Association members working less than full time will receive a pro-rata amount toward insurances listed in Article 11 Section F (1).
2. For those bargaining unit members who are laid off due to lack of funds, the Board will pay the subscription rate for the employee's insurance coverage through the month following the month in which such lay-off began. In the event an employee quits, retires, or is terminated, the Board's liability for premiums or subscription rates shall automatically be terminated.
3. Employees who satisfactorily complete their contractual obligation for a full school year shall have insurance coverage until August 31, and from September 1, through August 31, each year thereafter that they successfully complete a full school year, in accordance with the terms and conditions of this Article. The medical benefit plan coverage is July 1- June 30.
4. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are therefore not subject to the grievance procedure.
5. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
6. The Board, by payment of the premiums required to provide the insurance coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters included but not limited to benefits, eligibility, commencement and termination of coverage.
7. Eligible dependents shall be the spouse of the insured employee, unless legally separated, and all unmarried dependent children from birth to age 26. Dependency shall be determined within the meaning of the United States Internal Revenue Code.
8. Board insurance premium contributions shall cease to be paid on unpaid leaves authorized under Article 5

- H. Optional Benefits. Bargaining unit members not electing health insurance shall receive \$450.00 per month in accordance with the terms of the Section 125 plan established and administered by the District and must sign forms indicating they were offered and refused insurance.
- I. The Board agrees to reimburse all permanent full time members for graduate level tuition up to \$165.00 per semester hour for the duration of the contract. Only six semester hours per year from an accredited college or university will be reimbursed. To be eligible for summer course tuition reimbursement, the teacher must honor a contract to return the following year. Permanent teachers working less than full time will receive a pro rata amount towards graduate level tuition reimbursement. Official transcripts from the University Registrar are to be sent to the Superintendent upon completion of the coursework. Payment will be made upon satisfactory completion of the course (C or 2 point grade). The courses must be taken in the area of certification, license, or approvals. Prior approval for the course(s) must be received from the Superintendent. It is understood that normally only one course per semester or quarter may be taken during the school (teaching) year.
- J. Beginning with the 2008-09-contract year BISD will keep track of cumulative tuition credits. BIEA members will be limited to a total accumulation of thirty credits for reimbursement under Section J.
- K. Extra Pay for Extra Duties. Members hired to perform identical duties beyond the days/hours specified in the contract will be reimbursed at the same rate per hour as the current contract they are working under. Members hired to perform duties different from their normal duties at BISD beyond the days/hours specified in the contract will be reimbursed at a rate specified according to the job, as determined by the Employer.
- L. Pay for Performance (Merit Pay). Association members who receive an annual positive evaluation will receive an annual payment of \$250.00. Note: The evaluation tool for Non-Teaching Professional Staff will be agreed upon by the Board and the BIEA.
- M. Direct Deposit. All BIEA members will receive their pay via direct deposit. Pay will be deposited electronically into the bank, credit union, or financial institution of the employee's choice. Those employees who do not have such accounts will have their pay electronically sent to a debit card issued by the financial institution of the districts choice where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be sent to the employee by electronic means.

ARTICLE 11
SCHEDULE OF SALARY PAYMENTS

Payments. The Barry Intermediate School District shall enter into contracts of employment, where applicable, with a Bargaining Unit Member and include the following:

1. For services rendered the Bargaining Unit Member may receive twenty-six equal pay installments beginning the first pay period in September, less statutory deductions for retirement, social security and taxes and such other amounts required by law or authorized to be deducted by the Bargaining Unit Member, the total sum to equal the contract salary.
2. The Bargaining Unit Member will, upon written request, receive the balance of his/her contracted salary at the conclusion of the school year in lieu of twenty-six equal payments. Such request must be made by the First of May.

ARTICLE 12
EXPERIENCE CREDIT

Newly employed staff member may be allowed up to ten years credit for professional education experience in the field of education for which they are being employed. If credit is granted to a new teacher, written notification shall be made to the Association of the amount of credit granted to the teacher.

ARTICLE 13
CONFERENCES

- A. Conference attendance must be approved in advance by the immediate supervisor and Superintendent. All out of state conferences require prior approval by the Board. Subsequent to approval, employees will register for the conference and pay all costs associated with their attendance. Bargaining unit members will file an evaluation form for the conference if requested by the administration.
- B. Food and Lodging. Food payable up to forty dollars (\$40.00) per day. Gratuities may be included within the forty-dollar limit. Lodging will be reimbursed at the room rate on the preapproval form. If two staff are staying together in the same room only one room rate will be reimbursed. Receipts are required for all conference expenditures within fourteen days of the end of the conference.
- C. Travel. Travel shall be reimbursed at current mileage rate or cost of air or train fare. Conferences requiring air travel must be requested at least one month in

advance. Tickets will be purchased by the Board at the best commercial rates available.

- D. Requests for conference reimbursement(s) shall be paid the second Friday following a Board meeting. Requests for reimbursement shall be submitted the Friday preceding the Board meeting for payment on the second Friday following the Board meeting.

ARTICLE 14
OUTSIDE EMPLOYMENT

- A. Outside employment commensurate with the Bargaining Unit Members professional training, which does not interfere with or adversely affect the regular duties of a person employed by Barry Intermediate Board of Education is considered to be a personal matter of the Bargaining Unit Member. If, however, a Bargaining Unit Member's outside activity interferes with the regular assigned duties of the Bargaining Unit Member, the Superintendent or designee shall duly advise the Bargaining Unit Member and appropriate action may be taken if the situation is not corrected.
- B. Private Tutoring. Any Bargaining Unit Member assigned to the instruction of children in the county may not accept employment as a tutor of a school age child in the area of his professional specialization during the period of his/her contract year except if the parents of a school age child requests additional services over and above what can be provided for in the public school setting. Such tutoring shall require the approval of the Superintendent.

ARTICLE 15
LENGTH OF SCHOOL YEAR AND DAY

- A. The Board and the Association understand that the BISD calendar needs to closely resemble the days and hours of its constituent districts. The Board will develop the calendar with consideration given to the local district schedules. The calendar will be provided to the Association and they will be provided an opportunity for input. The Association agrees that as in the past, employees shall continue to serve the needs of students beyond the regularly scheduled hours, and also attend staff meetings, which extend beyond the normal working hours. Exceptions to scheduled working hours may be granted if written requests are submitted and approved by the teacher's immediate supervisor. Attendance at parent teacher conferences is important and all classroom teaching staff will attend parent teacher conferences on the schedule of the local school district in which their program is housed. Itinerant staff may be excused from parent teacher conferences by their immediate supervisor. A written request will be submitted. Staff excused from parent teacher conferences will work the day after

conferences or make up the time within a 2-week period after conferences as approved by immediate supervisor.

- B. Bargaining Unit Members who are asked and agree to work the additional workdays during the summer session shall return a signed contract on or before April 1 of the year for which they will work. Failure to return a signed contract by the deadline shall mean the employee does not want to be hired for the summer session.
- C. If school is delayed bargaining unit members are to report to their work stations at the rescheduled student starting time. If the delayed start becomes an inclement weather day, itinerant employees may either go home or remain at work. Teachers shall follow their local school district's cancellation and rescheduling policy.
- D. Teaching Hours: Days and hours will be determined with input from local district calendars and the Association with the exception of first day of school, Christmas and Spring vacation which have been agreed to through 2017. Exceptions can be granted to scheduled hours if written requests are submitted to the immediate supervisor and approved by same. On days preceding holidays or extended vacations, teachers are free from duty at the close of the pupils' school day provided all required paperwork is submitted to the supervisor.
- E. Classroom Teacher Planning Time. Teachers who are assigned to a classroom on a full-time basis will be provided up to one day of planning time per month. It is mutually agreed that this time will be taken in ½ day increments with prior approval by administration.

ARTICLE 16 DEGREE EQUIVALENCY

SCECHs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. The SCECHs shall have been approved in advance at the discretion of the Superintendent. The decision of the Superintendent is not subject to the grievance procedure. Members who would like credit for SCECH's earned prior to the 2014-15 school year to be credited to a potential lane change need to file a request to the business office, outlining the earned credit and the dates attained, prior to October 1st of 2014. Graduate level coursework is required in order to qualify for a lane change (excluding those hours grandfathered and documented by Oct 1, 2014).

ARTICLE 17
LAYOFF AND RECALL PROCEDURES

(This section only applies to non-teaching professional staff members)

A. Staff Layoff Procedure

1. In the event it becomes apparent layoffs shall be necessary, the Board or its representative will discuss with the Association, desirable programs, classes, and reductions of the same. The Board of Education shall determine which programs shall be reduced.
2. Within each program slotted for reduction, employees shall be listed by full approval, temporary approval, continuing tenure, probationary tenure, and length of employment at BISD (seniority).
3. Within each program employees will be laid off in the following order, provided the person retained has the necessary certification:
 - a. Those with least seniority and temporary approval.
 - b. Those with least seniority and full approval.
 - c. Those with least seniority and probationary tenure.
 - d. Those with least seniority and continuing tenure.
4. Seniority shall be defined as length of continuous, contracted service within the bargaining unit, as of the member's effective date of employment.

B. Recall

Any member on layoff shall be recalled in reverse order of layoff provided he/she is properly certified/approved/registered/licensed/endorsed for the vacancy. No new members shall be employed by the Board while there are members of the Barry ISD on layoff, unless there are no laid off members with proper certification/approval/registration/license/endorsement to fill any vacancy, which may arise. The Board shall give written notice of recall from layoff by sending a registered letter to said member, at his/her last known address. It shall be the responsibility of each member to notify the Board of any change of address. The member's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the members.

Members who are notified of recall by registered letter and fail to respond within ten (10) days, or who fail to report to duty within ten (10) days of such recall notice, shall be considered as resigned.

- B. If a professional staff member is laid off, then recalled to fill a different position within the area of certification, the person shall be recalled at not less than the previous salary and seniority step prior to layoff.

If a professional staff member is laid off, then recalled to a different position in a different area of certification, the member may be recalled at less than the previous salary. Seniority shall be waived in this instance. Up to ten (10) years credit may be allowed for professional educational experience.

- D. Recall rights are restricted to two (2) years for probationary employees and three (3) years for other Association members.

ARTICLE 18 MISCELLANEOUS PROVISIONS

- A. The Association, upon request, shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District, and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publications.
- B. Where the specific language of this Agreement might conflict with the rules or regulations of the Board, the language of this Agreement will govern.
- C. An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this agreement as provided in the Local Financial Stability Act, 2012 Public Act 436
- D. School Improvement Committees
 1. Both parties recognize the importance of site-based decision making and accept the concept of participatory management systems that facilitate shared decision-making authority on select issues, joint planning and joint problem solving which focus ultimately on the goals of improving the quality and delivery of educational services and the work environment.
 2. To this end, the parties recognize the contribution ISD staff can make in sharing in the decision-making process at the building level and additionally recognize that with authority must come responsibility and accountability.
 3. It is further understood that those proposed areas of jurisdiction are not intended to extend beyond the scope of the traditional decision-making authority of building level administrative staff and that the focus of approved plans must be consistent with the Board's statutory authority,

mission statements and goals. Such approved plans shall not be in conflict with the terms and conditions of this Agreement.

4. The Association Co-Presidents shall be given minutes of the meetings.

ARTICLE 19
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. If any Article or Section of this Agreement or any supplements thereto should be held invalid by legislative enactment or by any competent jurisdiction or tribunal, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Article shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, to the extent permitted by law.

ARTICLE 20
CONTINUITY OF OPERATIONS

- A. The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The Board agrees it will not lock out employees during the term of this Agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Association and/or certain of its members in violation of section A.

ARTICLE 22
CONTRACT MODIFICATIONS

This is a three-year Agreement effective the 15th day of August 2014 through the 30th day of June 2017.

BARRY INTERMEDIATE
SCHOOL DISTRICT

BIEA

Superintendent

BIEA Co-President

Date

Date

Board of Education President

BIEA Co-President

Date

Date

Board Representative

Date

SALARY SCHEDULE

2014-2015

1%

Steps are as follows 1,2,3,4,5,6,7,8,9,10,11, after step 11 additional steps are earned in year 14,17,20 & 23.

BA	BA+15	MA	MA +15	MA +30/Spec
37,856.00	39,639.00	41,423.00	43,211.00	44,996.00
39,996.00	41,783.00	43,565.00	45,351.00	47,137.00
42,138.00	43,926.00	45,710.00	47,498.00	49,280.00
44,282.00	46,067.00	47,854.00	49,638.00	51,424.00
46,424.00	48,209.00	49,995.00	51,780.00	53,568.00
48,567.00	50,355.00	52,138.00	53,924.00	55,708.00
50,710.00	52,496.00	54,280.00	56,068.00	57,850.00
52,851.00	54,637.00	56,423.00	58,207.00	59,996.00
54,993.00	56,780.00	58,566.00	60,354.00	62,136.00
57,138.00	58,924.00	60,707.00	62,494.00	64,279.00
59,281.00	61,067.00	62,851.00	64,639.00	66,422.00
61,422.00	63,208.83	64,994.00	66,779.00	68,565.00
63,564.00	65,350.00	67,137.00	68,922.00	70,709.00
64,995.00	66,822.00	68,648.00	70,474.00	72,301.00
68,710.00	70,642.00	72,572.00	74,575.00	76,435.00

2015-2016

.05%

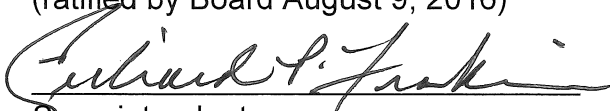
BA	BA+15	MA	MA+15	MA+30/Spec
38,045.00	39,838.00	41,630.00	43,427.00	45,220.00
40,196.00	41,992.00	43,783.00	45,578.00	47,372.00
42,349.00	44,146.00	45,938.00	47,736.00	49,526.00
44,504.00	46,297.00	48,093.00	49,887.00	51,681.00
46,656.00	48,450.00	50,245.00	52,039.00	53,836.00
48,810.00	50,606.00	52,399.00	54,194.00	55,986.00
50,964.00	52,758.00	54,552.00	56,348.00	58,139.00
53,116.00	54,910.00	56,705.00	58,498.00	60,296.00
55,268.00	57,064.00	58,859.00	60,655.00	62,447.00
57,423.00	59,219.00	61,011.00	62,806.00	64,601.00
59,577.00	61,372.00	63,166.00	64,962.00	66,754.00
61,729.00	63,525.00	65,318.00	67,113.00	68,908.00
63,882.00	65,677.00	67,472.00	69,267.00	71,063.00
65,319.00	67,156.00	68,991.00	70,826.00	72,662.00
69,054.00	70,996.00	72,934.00	74,948.00	76,817.00

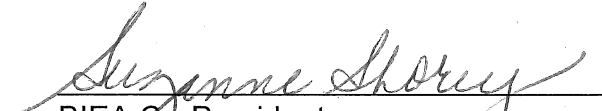
Appendix A
Salary Schedule 2016-17

	BA	BA+15	MA	MA+15	MA+30
1	38,426	40,236	42,047	43,861	45,673
2	40,598	42,412	44,221	46,034	47,846
3	42,772	44,587	46,397	48,213	50,022
4	44,949	46,760	48,574	50,386	52,198
5	47,122	48,935	50,747	52,559	54,375
6	49,298	51,112	52,923	54,735	56,546
7	51,473	53,286	55,097	56,912	58,720
8	53,647	55,459	57,272	59,083	60,899
9	55,821	57,635	59,447	61,262	63,071
10	57,998	59,811	61,621	63,434	65,247
11	60,173	61,986	63,797	65,612	67,421
14	62,347	64,160	65,972	67,784	69,597
17	64,521	66,334	68,147	69,960	71,773
20	65,973	67,827	69,681	71,534	73,389
23	69,744	71,706	73,664	75,698	77,585

It is agreed: 1. That the salary schedule above reflects the agreement of both the Association and the Board to a one percent (1%) increase for all members;
 2. That for the 2016-17 school year, all members shall receive step and lane changes indicated by their years of experience and degree work;
 3. That members not eligible for a step will receive an off-schedule increase of six tenths of one percent (0.6%) for the 2016-17 year. This increase will not carry forward as part of the base salary unless agreed upon in future negotiations.

(ratified by Board August 9, 2016)


 Superintendent


 BIEA Co-President


 President, Board of Education


 BIEA Co-President