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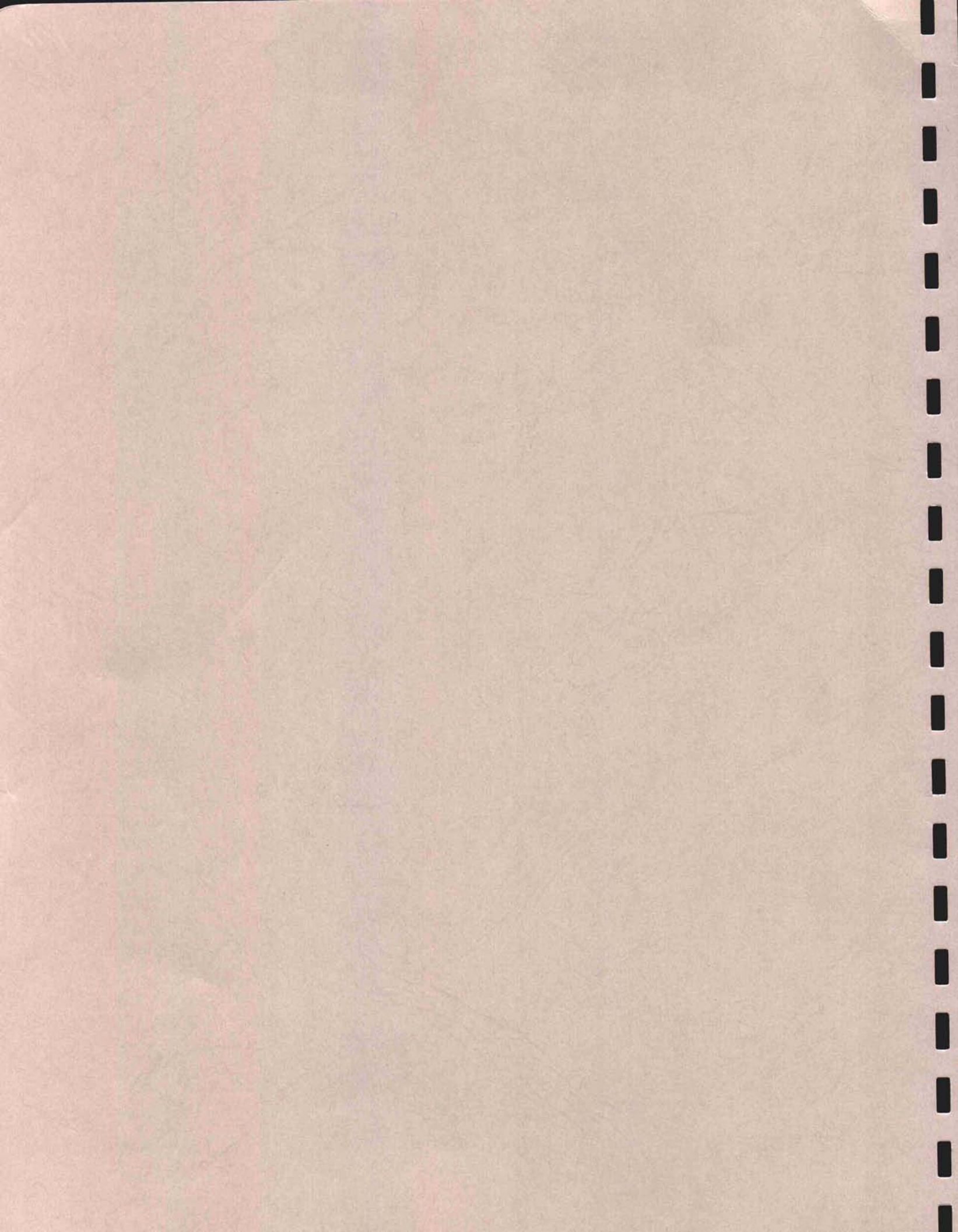
PROFESSIONAL CONTRACT

BARRY INTERMEDIATE
EDUCATION ASSOCIATION

1988-1991

Barry Intermediate School
District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



PROFESSIONAL
CONTRACT

BARRY INTERMEDIATE
EDUCATION ASSOCIATION

1988 - 1991

TABLE OF CONTENTS

| | PAGE |
|---|------|
| RECOGNITION..... | 2 |
| RECOGNITION OF RIGHTS OF THE BOARD..... | 3 |
| TEACHER RIGHTS..... | 3 |
| PROFESSIONAL COMPENSATION..... | 5 |
| TEACHING CONDITIONS..... | 6 |
| VACANCIES AND PROMOTIONS..... | 6 |
| SICK LEAVE ACCUMULATION..... | 7 |
| ATTENDANCE INCENTIVE..... | 8 |
| LEAVE OF ABSENCE..... | 8 |
| LEAVE PAY..... | 11 |
| TEACHER EVALUATION..... | 12 |
| PROTECTION OF TEACHERS..... | 13 |
| NEGOTIATION PROCEDURES..... | 14 |
| PROFESSIONAL GRIEVANCE PROCEDURE..... | 14 |
| SALARY AND BENEFITS..... | 18 |
| SCHEDULE OF SALARY PAYMENTS..... | 22 |
| EXPERIENCE CREDIT..... | 23 |
| CONFERENCES..... | 23 |
| OUTSIDE EMPLOYMENT..... | 24 |
| LENGTH OF SCHOOL YEAR..... | 24 |
| TEACHING HOURS..... | 25 |
| DEGREE EQUIVALENCY..... | 25 |
| LAYOFF AND RECALL PROCEDURES..... | 26 |
| MISCELLANEOUS PROVISIONS..... | 27 |
| CONTRACT MODIFICATIONS..... | 28 |
| GLOSSARY..... | 29 |
| SALARY SCHEDULE..... | 30 |

AGREEMENT

This agreement entered into this eighth day of June, 1988, 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

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Barry County is their mutual aim and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act 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.

CONTRACT.PRO

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. 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 represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for duration of this Agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish, such sum shall be deducted as dues from the regular salaries of all members and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Michigan Teacher Tenure Act, or applicable civil services laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

RECOGNITION OF RIGHTS OF THE BOARD

A. The Board retains exclusively all its legal, customary and normal functions of management of the affairs of the District including, but not limited to, the determination of the number and types of schools and the location, schedule, curriculum and staffing thereof, the hiring, transfer, promotion, demotion and suspension of its employees, the establishment and enforcement of rules to maintain efficiency of and discipline among its employees for proper cause. The Barry Intermediate Education Association reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the Board may reasonably be claimed to be contrary to a specific limitation, set forth in this agreement, of such rights of the Board.

ARTICLE II

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that Association Members of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation . The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379.

B. The Board agrees to furnish to the Association in response to written requests from time to time all public information concerning the financial resources of the district, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive collective bargaining proposals, and programs of the district, together with information which may be reasonably necessary for the Association to process

any grievance or complaint. 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. The teacher shall be allowed his choice of representation at this review. The review must be made in the presence of the Superintendent or designee.

D. If reports, commendations, complaints, evaluations or reprimands are to be placed in a teacher's file, copies shall be given to the teacher prior to the placement in the file, and shall bear signature(s) of the individual(s) making and receiving such reports. Any teacher 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 teacher 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 is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional matters.

F. No teacher shall be disciplined, reprimanded, or warned without good and sufficient reason. Any such discipline or reprimand shall be subject to the grievance procedure.

G. The Association may be able to use the duplicating 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 and duplicating equipment must be requested, in writing, from the Superintendent or designee in advance to avoid building or duplicating equipment 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, or failure to reimburse, may be a cause for revoking the privilege.

H. The Board recognizes that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

I. The Board will provide Professional Liability Insurance up to a one million dollar (\$1,000,000) coverage for each teacher covered by this contract.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in the Schedule which is attached to and incorporated in this Agreement.

B. A teacher who is required by the Board to engage 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 teacher who works more than half time shall receive a full step on the salary increment schedule. A teacher who works half time or less shall receive a half-step on the salary increment schedule.

ARTICLE IV

TEACHING CONDITIONS

A. Notwithstanding their employment, 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, unless such activity interferes and/or adversely affects the discharge of his professional duties. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it adversely affects his professional relationship with his students or the discharge of his professional duties as determined by the Board of Education.

B. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

ARTICLE V

VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any existing permanent professional position or new professional position in the BISD shall occur the Board will publicize the same by giving written notice of such vacancy to the Association.

The Board will direct a copy of the posting to each laid off teacher with necessary certification, to the teachers address as it appears on the record at the time the vacancy occurs and at least ten business days before the vacancy is filled.

B. Whenever a vacancy in a non-permanent professional position in the bargaining unit shall occur, the Board will publicize the same by giving written notice of such vacancy to the Association.

C. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional qualifications and background, certification, and attainment, of all applicants, the length of time each has been in the school system and any other relevant factors. The filling of such vacancies however shall be at the sole discretion of the Board.

D. If an employee is not assigned to a position for which he/she applied he/she shall be informed in writing, upon request, the reason(s) why he/she was not given the position.

E. The Board declares its support of a policy of promotions from within its own staff, including promotion to a full time and part time supervisory and administrative levels. The filling of all supervisory and administrative positions shall be at the sole discretion of the Board.

F. If an employee is not hired to a position outside of the bargaining unit for which he/she applied he/she shall be informed in writing, upon request, the reason(s) why he/she was not given the position.

ARTICLE VI

SICK LEAVE ACCUMULATION

All teachers shall be pre-credited with ten(10) sick 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. In the event a teacher does not complete a full school year and has used all of his/her accumulated sick leave and that which was credited at the start of the immediate school year, then said teacher shall have such excess sick leave days used deducted from his/her last pay

check. Sick leave shall be allowed to accumulate from year-to-year up to a maximum accumulation of 65 days. Association members accumulated sick days that are currently over the 65 days will be grandfathered. Teachers shall receive a confirmation of their accumulated sick leave credits with the first staff meeting of the school year.

ATTENDANCE INCENTIVE

A teacher 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. Such sum shall be included in the teacher's last paycheck in June.

LEAVE OF ABSENCE

Any teacher whose personal illness 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. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

A. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. A maximum of five days per school year for any illness in the immediate family. (Per glossary)
2. One day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care. An additional day(s) may be granted with the approval of the Superintendent.
3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
5. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as the performance of medical and dental appointments when such appointments cannot be made at any other time, with approval of the superintendent or designee.

6. Time, up to one day, necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Requests for leave under subparagraphs 3, 4, and 5 above shall be made in writing at least one (1) week in advance.

B. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. Death in Immediate Family. A maximum of five days per school year for a death in the immediate family.
2. Legal Appearance. A teacher subpoenaed before a court of competent jurisdiction to give testimony shall be compensated for the difference between said teacher's pay and the pay received as witness fees for so testifying for each day the teacher is required before such Court for that purpose. This provision shall not apply to any teacher who is giving such testimony in an action where the teacher, teachers or the Association bring or is a party to such action against the Board of Education. Teachers 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 therefor, provided two(2) or more hours remain in the teacher's normally scheduled work day or a meeting has been scheduled for which the teacher would normally be required to attend and the teacher has sufficient time to get to the meeting.
3. Professional Business. Approved visitation at other schools or for attending education conferences or conventions, including Association meetings.
4. Individual Teacher Business. Teachers may use up to two (2) days or four (4) half days per school year for business purposes which cannot be reasonably conducted other than during normal duty hours and it is essential that the teacher's presence is required away from the school property. Except in emergency or unusual situations, as determined by the Superintendent or designee, such business 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.
 - a. Notification for the use of a business leave day must be submitted in writing to the Superintendent on a leave notification form provided by the Board. The Superintendent or his designee shall approve or disapprove the request and so notify the teacher in writing within forty-eight (48) hours of the submission of the request. A business leave day shall not be used for securing employment elsewhere, participating in an association related activity or recreational activity. Misuse of the concept of business days may result in disciplinary action. Business days shall be non-accumulative.
5. Jury Duty. A leave of absence shall be granted a teacher called for jury duty. The Board agrees to pay the teacher's daily salary for each day the teacher is required to perform jury duty, provided the

teacher 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. Teachers 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 teacher's normally scheduled work day or a meeting has been scheduled for which the teacher would normally be required to attend and the teacher has sufficient time to get to the meeting.

6. Requests for leave under subparagraphs 2, 3, and 4 above shall be made in writing at least one (1) week in advance except in emergencies.

C. Leaves of absence without pay may be granted upon application for the following reasons:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license for ISD employment other than that held by the teacher.
3. Study, research or special teaching assignments involving probable advantage to the school system.
4. Normally beginning and ending dates 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.

The regular salary increment occurring during such period shall be allowed.

D. A teacher absent from work because of non-immunizable children's diseases shall suffer no diminution of compensation and shall not be charged with sick leave until the 11th day of the illness.

E. Military leaves of absence shall be granted to any teacher who shall be drafted for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit on an increment which would have been credited to them had they remained in active service to the school system.

F. A leave of absence shall be granted to a teacher for the purpose of childbearing, child rearing, or child adoption. A teacher who is pregnant

shall be entitled upon request to a leave to begin at any time between the commencement of pregnancy, and one (1) year after the child is born. Such leave shall be granted without pay or increment for a period not to exceed one year unless recommended in writing by the attending physician. The teacher shall notify the Superintendent in writing of the desire to take such a leave. The letter requesting the leave shall include the starting date of the leave and the date of expected return. Except in case of emergency, the teacher shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Normally beginning and ending dates of leave should correspond with the beginning or end of the school year, or semester in order to maintain the teacher-student relationship as effectively as possible. The physician or adopting agency's statement shall be included with the leave request. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.

G. All or any portion of a leave taken by a teacher because of medical disability may, at the teacher's option be charged to his/her available sick leave. Teachers desiring to return from an extended sick 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.

LEAVE PAY

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his

regular net salary for a period of three (3) months or the remaining time of contract, whichever occurs first. Upon completion of this 3 month period, the teacher may use his accumulated sick leave on a prorated basis determined by the % of net earnings not covered by the Worker's Compensation received.

ARTICLE VII

TEACHER EVALUATION

A. The work performance of each member of the professional staff shall be evaluated at least once annually. Staff members with probationary standing shall receive an evaluation at least twice annually.

B. The evaluation shall be in writing. The evaluation shall in part be based on formal observation if requested by the teacher. The administration will provide assistance to the staff member if requested, for the purpose of improving job performance.

C. The criteria to be used for teacher evaluation shall be provided by the administration at the beginning of each school year.

D. Evaluations will be conducted by an appropriate immediate supervisor.

E. A copy of the written evaluation shall be submitted to the staff member.

F. Any teacher 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 a third party. The staff member's explanatory notes shall be attached to the evaluation form.

ARTICLE VIII

PROTECTION OF TEACHERS

A. In the event a teacher is acting within the scope of his/her professional employment and a teacher 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 teacher for such damage. 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 teacher in seeking recovery from any party responsible for such loss.

B. Any valid complaints by a parent of a student directed toward a teacher to the Intermediate School office shall be promptly called to the teacher's attention. Should the parent request a meeting with the Board regarding said complaint, the teacher at their request may be accompanied by a representative from the Association.

C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

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

ARTICLE IX

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 Employer and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed 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 X

PROFESSIONAL GRIEVANCE PROCEDURE

A. A "grievance" is a claim in writing alleging a violation, misinterpretation, or misapplication of any provision of this Agreement. Nothing contained therein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention

of the Association, if the adjustment is consistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

B. Nothing contained herein will be construed as limiting the right of a staff member having a complaint to discuss the matter informally with the immediate supervisor and having the matter adjusted provided the adjustment is not inconsistent with the terms of this contract.

C. Structure

1. There shall be one or more non-probationary certified Association representatives selected in a manner determined by the Association.
2. The Association shall establish a certified Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the aforementioned committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

D. Procedure. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practical.

E. Level I. If a staff member wishes to submit a written grievance, he/she will first discuss the complaint with the Professional Rights and Responsibilities Committee.

F. Level II. If the Professional Rights and Responsibilities Committee agrees that a grievance is warranted, the staff member shall discuss the grievance with his/her immediate supervisor. The Grievance Committee representative may also be present. This discussion must occur within fifteen (15)

business days of the event causing the complaint. The immediate supervisor shall respond, in writing, within fifteen (15) business days of the date of the discussion, submitting one copy to the staff member, one copy to the Grievance Committee representative, and one copy to his/her immediate supervisor.

G. Level III. If the staff member is not satisfied with the response of the immediate supervisor, the staff member may submit the grievance to the Superintendent within ten (10) business days. The Superintendent shall sign and date all copies when they are received. The Superintendent shall respond in writing within ten (10) business days of the above date.

H. Level IV. If the staff member is not satisfied with the response of the Superintendent, the staff member may submit the grievance to the Intermediate Board within ten (10) business days. The Board shall sign and date all copies when received. The Board shall respond in writing within ten (10) business days following the next Board meeting.

I. Level V. If the staff member is not satisfied with the disposition of the grievance at Level IV, a pre-arbitration conference will be held within ten (10) days with appropriate representatives. Following this conference, the Intermediate Board shall respond within ten (10) days, in writing. After the pre-arbitration conference, neither party may raise new defenses, evidence or grounds not previously raised or disclosed.

J. Level VI. If the staff member is not satisfied with the disposition of the grievance at Level V, the Association may within thirty (30) days after the decision of the Intermediate Board, refer the matter for arbitration to the American Arbitration Association, in accordance with its rules.

1. The decision of the arbitrator shall be final and conclusive and binding upon staff members, the Board and the Association, provided the award is lawful.

2. Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract.
- b. He shall have no power to establish wage rates or to change any wage rates.
- c. He shall have no power to decide any question, which under this contract, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the Contract that there will be no interference with such responsibilities, except as they may be specifically conditioned by this contract.

3. After a case in which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

4. If either party disputes the arbitrability of any grievance under the terms of this contract, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event the case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

5. More than one grievance may not be considered by the arbitrator at one time except by mutual consent.

6. The cost of arbitration shall be borne equally by the Board and the Association. If the Association is not supportive of the grievance, he/she bears his/her own costs. Each party shall assume it's own cost for representation including any expense of witnesses.

K. A grievance must be answered by both parties at each level. A time extension of up to ten (10) days may be granted at each level upon written request, by either party.

L. The Association shall have no right to initiate a grievance involving the right of a staff member or group of staff members without his/her or their written approval.

M. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligations to make a monetary adjustment and the arbitrator shall have no power to order one.

N. Arbitration awards or grievance settlements will not be made retroactive beyond fifteen (15) business days prior to the filing of the grievance.

O. A staff member may withdraw their grievance at any time prior to its referral to arbitration without prejudice.

P. A complaint which may be subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended) shall not be the basis of any grievance filed under the procedure outlined in this Article.

Q. Teachers shall have access to records for information necessary to the determination and procession of the grievance.

ARTICLE XI

SALARY AND BENEFITS

A. Salary: The 1988-89 salary schedule will be based on an increase of 4% over the 1987-88 base.

The 1989-90 salary schedule will be based on an increase of 4% over the 1988-89 base.

The 1990-91 salary schedule will be based on an increase of 5% over the 1989-90 base.

B. 1. Contract employees qualifying for salary increases between September 1 and the end of the first semester shall receive said adjustments on a prorated basis beginning the next semester.

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

C. Teachers required, in the course of their work, to drive personal automobiles shall receive a car allowance.

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

Mileage reimbursement shall be figured in accordance with IRS mileage rules.

D. Upon acceptance of written application, the Board agrees to furnish to all permanent full time Association members and their dependents, the following health insurance protection:

1. Ultra-Med C, Med Check - Major Medical Expense Insurance provided by SET, Inc.
2. Permanent Association Members working less than full time will receive a pro-rata amount toward health insurance.
3. For those Association 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.
4. 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.
5. The Medical/Option Plan
 - a. Upon acceptance of written application, the Board of Education of the Barry Intermediate School District will provide each full time employee with a hospital/medical benefit program, MASB-SET Ultra Med C Insurance.
 - b. A supplemental severance/retirement account will be created for each eligible employee which, at the beginning of each insurance contract year, will be credited as follows:

| | |
|-----------------|----------|
| Singled insured | - \$200. |
| Two person | - \$300. |
| Full family | - \$400. |
 - c. If an employee has hospital/medical coverage (i.e., double coverage) in addition to that provided under this plan, the employee's account will be initially credited with \$400.00 per insurance contract year.

- d. In the event an employee incurs eligible medical expenses during the insurance contract year, the Board of Education will reimburse the employee the deductible amount up to, but not to exceed \$400.00 per year. As such reimbursement takes place, a corresponding amount will be deducted from the supplemental severance/retirement account of the individual employee. In any insurance contract year, the account will not be reduced by more than the amount credited to that account for that insurance contract year. For example, assuming a full family credit of \$00.00 for the first insurance contract year and no eligible medical expenses incurred during that year, the account will have a \$400.00 balance. Another \$400.00 will be credited for the second insurance contract year. Should any employee incur eligible medical expenses during the second insurance contract year, the account will be reduced by no more than \$400.00.
- e. All unused sums credited to the account will remain and accumulate until the employee terminates employment with the Barry Intermediate School District.

6. Withdrawal

- a. Except as provided below, upon termination of employment with the Barry Intermediate School District, the employee may withdraw the accumulated funds from his/her supplemental severance/ retirement account as follows:

| <u>Completed year of employment under the Plan</u> | <u>Amount which may be Withdrawn</u> |
|--|--|
| 1 | 0% |
| 2 | 0% |
| 3 | 50% |
| 4 | 50% |
| 5 | 50% |
| 6 | 60% |
| 7 | 70% |
| 8 | 80% |
| 9 | 90% |
| 10 | 100% |

- b. In the event an employee retires under the Michigan Teachers Retirement Act, or is on layoff status in excess of two (2) years, 100% of the account may be withdrawn.
- c. In the event an employee dies before termination or retirement, 100% of the account will be payable to the employee's designated beneficiary.
- d. At the time of withdrawal, the employee will hold the Barry Intermediate School District harmless from any and all outstanding eligible medical expenses not previously submitted for either the current or any previous insurance contract year.

7. Optional Benefits

If an employee elects not to be covered through this Hospital/Medical Benefits program, such employee's supplemental severance/retirement account will be initially credited with the sum of \$1,128 per insurance contract year which will be reduced to the extent that the employee chooses the optional insurance benefits set forth below:

- a. Group hospital confinement
- b. Group short term disability
- c. Group long term disability
- d. Group additional term life
- e. Group dependent life
- f. Group survivor income
- g. An annuity plan approved by the Board

For example, should the employee choose none of the optional benefits, the credited amount of \$1,128.00 will remain in the supplemental severance/retirement account. Should the employee choose optional benefits requiring a premium of \$300.00 per year, the supplemental severance/retirement account will be reduced by \$300.00 during that insurance contract year with the \$828.00 balance in the supplemental severance/retirement account.

E. The Board agrees to pay the full premium towards the purchase of twenty thousand dollars (\$20,000) group term life insurance including AD+D with an insurance carrier selected by the Board.

1. Permanent employees working less than full time will receive a pro-rata amount towards life insurance.

F. The Board agrees to furnish to all permanent full time employees and their dependents, the premium cost of Dental Plan II, provided by MASB-SET, Inc.

1. Permanent employees working less than full time will receive a pro-rata amount towards dental insurance.

G. Beginning with the September 1988 premium payment, the Board agrees to furnish all full time Association members the premium cost of Ultra-Vision V, provided by MASB-SET, Inc.

1. Permanent employees working less than full time will receive a pro-rata amount towards vision insurance.

H. Beginning with the September 1988 premium payment, the Board agrees to furnish all full time Association members the premium cost for Long Term Disability Insurance (LTD), provided by MASB-SET, Inc.

1. Permanent employees working less than full time will receive a pro-rata amount towards LTD insurance.

I. The Board agrees to reimburse all permanent full time employees for graduate level tuition up to \$60.00 per semester hour for the 1988-89 school year, \$65.00 per semester hour for the 1989-90 school year, and \$70.00 per semester hour for the 1990-91 school year, for a maximum of six semester hours a year for any teacher who attends an accredited college or university. In order to be eligible for summer course tuition reimbursement, the teacher must honor a contract to return the following year. Permanent employees 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 course work. Payment will be made upon satisfactory completion of the course (C or 2 point grade). The course(s) must be taken in the area of certification. Prior approval for the course(s) must be received from the Superintendent. It is understood that only one course per semester or quarter may be taken during the normal school (teaching) year.

J. Extra pay for extra duties: Employees 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. Employees 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.

ARTICLE XII

SCHEDULE OF SALARY PAYMENTS

Payments: The Barry Intermediate School District shall enter into contracts of employment, where applicable, with an employee and include the following:

1. For services rendered the employee 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 sums for mutually agreed to purposes, the total sum to equal the contract salary.
2. The employee will receive the balance of his contracted salary at the conclusion of the school year in lieu of twenty-six equal payments.

ARTICLE XIII

EXPERIENCE CREDIT

A. A teacher who has taught fifty per cent (50%) of the semester in which the leave commences, including up to fifteen (15) paid leave days, will be allowed to move to the next higher step on the salary schedule.

B. Newly employed staff members may be allowed up to ten years credit for professional education experience in the field of education which they are being employed.

ARTICLE XIV

CONFERENCES

A. Conference attendance must be approved in advance with permission of the Superintendent or designee. Conference expenses may be paid in advance if costs can be determined before departure. Staff members must submit a request form before a conference to receive advanced reimbursement. Unsubstantiated and unused funds are to be returned to the fund from which it was drawn.

B. Food and Lodging: Food payable up to \$31.00 per day, \$7.00 for breakfast, \$8.00 for lunch, and \$16.00 for dinner will be allowed. Receipts must be turned in. Lodging will be reimbursed at a single room rate, or one-half (1/2) of the rate for a double room if two (2) persons from the

District are traveling together. Receipts for lodging must accompany payment request.

C. Travel: Shall be reimbursed at current mileage rate or cost of air or train fare.

ARTICLE XV

OUTSIDE EMPLOYMENT

A. Outside employment commensurate with the teachers 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 employee. If, however, an employee's outside activity interferes with the regular assigned duties of the employee, the Superintendent or designee shall duly advise the employee and appropriate action may be taken if the situation is not corrected.

B. Private tutoring. Any teacher 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 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 XVI

LENGTH OF SCHOOL YEAR

The length of the school year shall be in accordance with the State Board of Education Edict, but no less than 182 days.

Teachers will make up required days lost by snow days or other days, in accordance with State Board of Education rules or Michigan Law.

TEACHING HOURS

All employees will work a seven hour day. Working hours will be 8:15 AM to 3:45 PM, with one-half hour for lunch. Exceptions can be granted to scheduled hours if written requests are submitted to immediate supervisor and approved by same. On days preceding holidays, teachers are free from duty at the close of the pupils' school day. Staff members will attend scheduled staff meetings.

ARTICLE XVII

DEGREE EQUIVALENCY

Equivalent shall mean hours being applied toward an advanced degree in the area of employment by BISD: e.g.: a teacher will be paid on the MA level when he or she has satisfactorily completed 30 hours toward an advanced degree in the area of employment and certification, but has not received said degree.

The same criteria holds for the MA+15 and MA+30 steps. That is, a person satisfactorily (C or 2.0 Grade) completing 45 hours toward an advanced degree will be paid as if he or she had an MA+15 hours. A letter from the University shall be sent to BISD certifying enrollment and hours completed towards the degree. Official transcripts from the University Registrar are to be sent to the Superintendent upon completion of the course work.

ARTICLE XIII

LAYOFF AND RECALL PROCEDURES

A. Staff Layoff Procedure

1. In the event it becomes apparent lay-offs 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 teacher's effective date of employment.

B. Recall

Any teacher on layoff shall be recalled in reverse order of layoff provided he/she is certified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the Barry ISD on layoff, unless there are no laid off teachers with proper certification to fill any vacancy which may arise. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher'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 teachers. If a professional staff member is laid off, then rehired to fill a different position within the area of certification,

the person shall be rehired at not less than the previous salary and seniority step occupied prior to layoff.

C. If a professional staff member is laid off, then rehired to a different position in a different area of certification, the teacher may be rehired 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.

ARTICLE XIX

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.

ARTICLE XX

CONTRACT MODIFICATIONS

A. This agreement supersedes all prior agreements between the parties hereto, shall become effective the 15th day of August, 1988, and shall remain in full force and effect through the 14th day of August, 1991.

B. Changes to be proposed for a successor agreement shall be made no earlier than May 1, of the year in which the collective bargaining agreement expires. Upon receipt of the notification by either party, a meeting shall be held within fifteen (15) calendar days of the mailing date of the posted envelope. Notification to the Association must be sent to its president and a notification to the Board must be sent to the Superintendent and the President of the Board. A date and hour of a meeting convenient for the Board's representatives and Association committee members shall be mutually arranged. Additional meetings as necessary shall likewise be mutually arranged.

Barry Intermediate Education Association

Barry Intermediate School District

Karen Augustine
Carol VanDenberg

Robert Guskill
Al Jenni
Marcia J. Tillman
John R. Talsenfeld

GLOSSARY

INTERPRETATIONS OF "IMMEDIATE FAMILY"

The IMMEDIATE FAMILY shall include:

1. Father
2. Mother
3. Husband
4. Wife
5. Child
6. Sister
7. Brother
8. Father-In-Law
9. Mother-In-Law
10. Grandparents
11. Dependent of Immediate Household

BARRY INTERMEDIATE SCHOOL DISTRICT
 SALARY SCHEDULE
 1988-89

| 4% | BA | 1/2 | MA | 15 | SPEC. 30 OR 2ND MA |
|----|--------|--------|--------|--------|-----------------------|
| 1 | 19,590 | 20,192 | 20,788 | 21,388 | 21,985 |
| 2 | 22,097 | 22,745 | 23,390 | 23,964 | 24,683 |
| 3 | 22,968 | 23,615 | 24,262 | 24,908 | 25,455 |
| 4 | 23,839 | 24,486 | 25,133 | 25,782 | 26,423 |
| 5 | 24,706 | 25,356 | 26,004 | 26,650 | 27,296 |
| 6 | 25,491 | 26,228 | 27,213 | 27,517 | 28,166 |
| 7 | 26,453 | 27,097 | 27,741 | 28,388 | 29,038 |
| 8 | 27,045 | 27,969 | 28,612 | 29,261 | 29,900 |
| 9 | 29,234 | 29,908 | 30,576 | 31,248 | 31,914 |
| 10 | 30,140 | 30,811 | 31,480 | 32,152 | 32,819 |
| 11 | 31,042 | 31,713 | 32,384 | 33,054 | 33,725 |
| 12 | 31,946 | 32,571 | 33,289 | 33,958 | 34,626 |
| 15 | 32,905 | 33,548 | 34,288 | 34,977 | 35,665 |

BARRY INTERMEDIATE SCHOOL DISTRICT
 SALARY SCHEDULE
 1989-90

| 4% | BA | 1/2 | MA | 15 | SPEC. 30 OR 2ND MA |
|----|--------|--------|--------|--------|-----------------------|
| 1 | 20,374 | 20,999 | 21,619 | 22,243 | 22,864 |
| 2 | 22,981 | 23,655 | 24,325 | 24,922 | 25,671 |
| 3 | 23,887 | 24,560 | 25,233 | 25,904 | 26,473 |
| 4 | 24,792 | 25,465 | 26,138 | 26,813 | 27,480 |
| 5 | 25,694 | 26,370 | 27,044 | 27,716 | 28,388 |
| 6 | 26,511 | 27,277 | 28,301 | 28,618 | 29,293 |
| 7 | 27,512 | 28,181 | 28,851 | 29,523 | 30,199 |
| 8 | 28,127 | 29,087 | 29,757 | 30,432 | 31,096 |
| 9 | 30,404 | 31,105 | 31,799 | 32,498 | 33,191 |
| 10 | 31,346 | 32,043 | 32,739 | 33,438 | 34,132 |
| 11 | 32,284 | 32,981 | 33,679 | 34,376 | 35,074 |
| 12 | 33,224 | 33,874 | 34,621 | 35,316 | 36,011 |
| 15 | 34,221 | 34,890 | 35,659 | 36,376 | 37,091 |

BARRY INTERMEDIATE SCHOOL DISTRICT
 SALARY SCHEDULE
 1990-91

5%

| | BA | 1/2 | MA | 15 | SPEC. 30 OR 2ND MA |
|----|--------|--------|--------|--------|-----------------------|
| 1 | 21,393 | 22,049 | 22,700 | 23,355 | 24,007 |
| 2 | 24,130 | 24,837 | 25,541 | 26,168 | 26,954 |
| 3 | 25,081 | 25,788 | 26,494 | 27,200 | 27,797 |
| 4 | 26,032 | 26,738 | 27,445 | 28,154 | 28,854 |
| 5 | 26,979 | 27,689 | 28,397 | 29,102 | 29,807 |
| 6 | 27,837 | 28,641 | 29,716 | 30,049 | 30,758 |
| 7 | 28,887 | 29,590 | 30,293 | 31,000 | 31,709 |
| 8 | 29,533 | 30,542 | 31,245 | 31,953 | 32,651 |
| 9 | 31,924 | 32,660 | 33,389 | 34,123 | 34,851 |
| 10 | 32,913 | 33,646 | 34,376 | 35,110 | 35,839 |
| 11 | 33,898 | 34,630 | 35,363 | 36,095 | 36,828 |
| 12 | 34,885 | 35,567 | 36,352 | 37,082 | 37,811 |
| 15 | 35,932 | 36,635 | 37,442 | 38,195 | 38,946 |

