# MASTER AGREEMENT

**Between**

BARRY INTERMEDIATE EDUCATION ASSOCIATION

**and**

BARRY INTERMEDIATE SCHOOL DISTRICT

2023-2024

2024-2025

2025-2026

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## AGREEMENT

This Agreement entered into this 1st day of July, 2023, 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 negotiation 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 they 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

they 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 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 herein.

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.

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 their own personnel file in accordance with state law. The teacher shall be allowed their 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 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 the teacher 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 if 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

Notwithstanding 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 their 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 their 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: Bargaining unit members shall receive eleven (11) leave days at the start of the school year. 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 their 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 entitles 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. Administration may advance leave days that would be earned during the current year if requested for hardship.

4. Paid leave shall not be scheduled for use on more than three (3) consecutive school days. Except in emergence 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.

5. All or any portion of a leave taken by a teacher because of medical disability may, at the member's option be charged to their 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 their regular teaching location as soon as reasonable possible upon begin 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 their 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) weeks' notice before their 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 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 they 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 pau, 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. Study, research or special assignments involving probable advantage to the school system.

e. Military Leaves of Absence: Uniformed services leave of absence shall be granted to any teacher as required by law. Teachers on uniformed services leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the District. Such leave shall follow USSERA regulations and sick leave accumulated before uniformed services leave shall be reinstated if that teacher returns by the start of the next school year after discharge.

f. 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.

g. 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 their regular duties, the non- teaching professional member will be returned their position, if available, or a substantially equivalent position for which they 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 their 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.
6. All unpaid leaves shall bot 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 continues 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 their 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 their accumulated leave on a prorated basis determined by the % or net earning 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 hob 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 their 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.

F. 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).

G. A Mentor Teacher shall provide professional support, instruction and guidance to a teacher who is required to have a mentor under the Revised School Code. The purpose of a Mentor assignment is to provide an experienced colleague who can offer assistance, resources, information, and a voice of experience and insight.

1. A Mentor Teacher must be an experienced educator who demonstrates instructional expertise, ability to work with colleagues, continuous learning and preparation, and is skilled at providing instructional support. The Mentor Teacher will not be responsible for evaluation of the mentee.

2. The Mentor Teacher shall be available to provide professional support, guidance, and instruction to the mentee.

3. Nothing in this Agreement shall be interpreted or applied to indicate that the assignment of Mentor Teacher is exclusive work of the bargaining unit represented by the Association. Qualified bargaining unit members will have priority for allocation of this work.

4. The Mentor Teacher assignment shall be for one (1) school year subject to renewal upon agreement of the Mentor Teacher, The Mentee, and Administration.

5. Assignment as a Mentor Teacher will be voluntary and will be regarded as an extra duty position.

6. Both Mentors and Mentee will be paid $25.00 per hour for meeting times outside of the school day for which they will timesheet and submit during the pay period in which the meeting occurred, not to exceed $500 for each per year.

## ARTICLE 7
## PROTECTION OF MEMBERS

A. In the event a Member is acting within the scope of their professional employment and a Member without fault or negligence on their part, shall suffer damage to their 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 their 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 their 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. The parties may reopen this contract upon the mutual consent of both parties.

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 files 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 in the grievance procedure shall mean calendar days on which the Barry Intermediate School District administrative office is open, excluding Saturdays, Sundays, and holidays recognized on the ISD calendar. The end of a day for all deadlines in this article is defined as the regularly scheduled close of business at the ISD's administrative office (i.e., 4:30 pm). Time limits may be extended only upon written, mutual consent of the parties."

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 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 their designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the 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 their 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 agree upon an arbitrator, they 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. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

      2. They shall have no power to establish salary scales.

      3. They 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. They shall have no power to interpret state or federal law.

5. They 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 specifies, 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 prejudic

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 2023-2024, 2024-2025, and 2025-2026 school years the District agrees to provide steps and lanes as set forth in this Agreement.

   Starting with the 2023-2024 employees who hold an MSW degree which require 60 credits for completion who have not already been placed upon the MA+30 lane shall receive an annual stipend of $1,500 to be paid at the end of the school year until they reach the MA+30 lane.

   Starting with the 2023-2024 school year the Salary schedule shall include a MA+60/PhD lane. Employees holding either an MA+60 or more graduate credits, or a PhD degree will be placed into this lane and placed onto the appropriate step recognizing their previous steps within the District.

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 reimbursement.

   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 on the next regular payroll date. Requests for reimbursement shall be submitted by the 25th of the month.

F. The Medical benefit plan coverage year is from January 1st to December 31st of each year. The District will pay the annually adjusted statutory hard cap in effect as of January 1st of each year for the cost of medical insurance for all eligible full time bargaining unit employees based upon their insurance coverage status (i.e. Single, Two-Person, or Full Family). Eligible part-time bargaining unit employees who are half-time or more shall receive pro-rated payments toward their insurance. Eligible bargaining unit employees who are less than half-time may purchase medical insurance through the District. Bargaining unit employees will be responsible for medical insurance costs above the PA 152 hard caps and this amount will be payroll deducted.

1. Annual Hard Cap rates beginning January 1, 2024.

| | |
|---|---|
| Single | $7,702.85 |
| Two-Person | $16,109.06 |
| Full Family | $21,007.83 |

G. The school board will be the insurance policy holder. Eligible bargaining unit employees are responsible for the timely completion of enrollment forms established by the District and the insurance carrier. Insurance coverage for new employees shall begin on the Board hire date, or the first day of employment, whichever comes first.

H. Employees who sever their employment with the District prior to the completion of the school year shall receive insurance benefits through the end of the month. Employees who are placed on lay-off prior to the end of the school year shall receive insurance benefits through the month following the layoff. Employees who resign or retire at the completion of the school year shall continue to receive insurance benefits until August 31 unless the employee obtained comparable insurance benefits elsewhere. District insurance premium contributions shall cease for the duration of Article 5 unpaid leaves authorized by the School Board, unless otherwise agreed by both parties.

I. The Board shall be relieved from all liability with respect to benefits provided by the insurance carrier. The terms of any contract or policy issued by an insurance carrier herein shall be controlling as to all matters included, but not limited to; benefits, eligibility, commencement, and termination of coverage. Insurance claims are subject to the terms set by the insurance carriers, and as such are not subject to the grievance procedure found in Article 9 of the collective bargaining agreement.

J. The District and the Association agree to MESSA as the insurance provider and to purchase insurance using the Area Purchasing Agreement (APA) through December 31, 2023. This language shall not impact the application of PA 54 upon the expiration of the contract, or the District's obligation to bid out Insurance under PA 106. Should the State of Michigan amend or repeal PA 152 both sides will agree to re-open the medical section

of the contract and commence negotiations regarding the allocation of employer/employee contributions towards medical benefit costs.

1. Medical insurance plans offered are:

| | | |
|---|---|---|
| a. | MESSA Choices | $1,000/$2,000,Saver Rx |
| b. | MESSA Choices | $500/$1000,20% Co-Insurance,3 Tier Rx |
| c. | MESSA ABC HSA Plan 1 | $1500/3,000, 3 Tier Rx |
| d. | MESSA ABC HSA Plan 2 | $2,000/$4,000, 3 Tier Rx |
| e. | MESSA Essentials Rx | $375/$750 W/Co-Pay,20% Co-Insurance EbM |

2. Employees taking MESSA ABC HSA Plan 1, and Plan 2 will have the HSA pre-funded in the amount of $1,500 for single subscribers, and $3,000 for two-person and full family subscribers. HSA accounts will be pre-funded on the first payroll of January. HSA pre-funding is subject to the PA 152 hard caps. If a bargaining unit employee leaves the ISD's employment before December 31, the ISD may recoup a pro rata share of the pre-funded HSA through a payroll deduction. If a payroll deduction is not possible or cannot recoup the prorated pre-funded amount, the ISD may use other legal measures to recoup the funds to avoid exceeding the PA 152 cap.

K. Eligible bargaining unit employees who do not elect medical coverage shall receive a $500 per month taxable cash in lieu of insurance payment. The employee must provide documentation to the superintendent or designee that the employee has health insurance coverage that meets the minimum value and coverage requirements under the Affordable Care Act (ACA).

L. The District will pay one-hundred (100) percent of the following additional benefits premiums for eligible bargaining unit employees.

| | |
|---|---|
| 1. Dental | 90/90/80/80<br>Annual Max: $1,500, Lifetime Max: $1,500<br>Adult Ortho: NO, Sealants: NO, Cleanings 2 per year |
| 2. Vision | VSP 3G |
| 3. | Long Term Disability 66 2/3% Max $6,000 Replacement % 66.67<br>Maximum Benefit: $6,000, Maximum Benefit: $9,000, Waiting Period: 90 Calendar Days Modified Fill, Alcohol/Drug: Same as any other illness, Mental/Nervous: Same as any other illness, Social Security Offset: Primary, Own Occupation: 2 years, Maximum Benefit: 5%, Survivor Income Benefit: 0 Months, Pre-Existing Conditions: Waived, Freeze on Offsets: Yes, Educational Supplemental Program: No, COLA: No |

4. MESSA Life Insurance $50,000

5. MESSA AD & D $50,000

M. 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.

N. The Board agrees to reimburse all permanent full time members for graduate level tuition up to $450.00 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.

O. 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.

P. 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 contact 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.

Q. 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.

R. 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 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.

S. Employees who are expected or required to use their personal cellular phones as part of their regular workday will be reimbursed at the rate of $30.00 per month for the duration of the assignment where cell phone use is required. Employees will fill out a form attesting to their usage of the phone and provide a copy of their bill by the 25th of each month for each month to be reimbursed. The Superintendent will develop a list of employees who are expected or required to use their cell phones as part of their regular workday, in consultation with the Association President.

## 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 their 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

The Board may credit new employed staff members for professional experience in the field for which they are being employed.

Example: A teacher granted ten (10) years of experience would receive credit for those years and placed on step eleven (11) for the upcoming school year.

## 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. Itemized 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 reimbursements(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 their 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. Every effort will be made to ensure that regardless of which district's calendar is followed, all employees are scheduled for the same number of hours of work per school year. 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.

B. All student IEP meetings shall serve as the parent teacher conference for staff. Staff shall attend any additionally requested meetings and conferences regarding their caseload students.

C. 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.

D. 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.

E. 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 per Common Calendar. 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.

All employees will be provided with a duty free lunch period of a minimum of 30 minutes. Reasonable breaks for personal needs will be allowed when appropriate.

For the 2023-24 school year, teaching hours are addressed in the attached Letter of Agreement.

F. Classroom Teacher Planning Time: Teachers who are assigned to a classroom on a full-time basis will be provided eighteen sessions of half day time periods. It is mutually agreed that this time will be taken in ½ day increments with prior approval by administration. At the end of the month if a teacher does not receive the full amount of the planning time for the month, subject to the exceptions below, the District will compensate the teacher at an hourly rate for missed planning time using the following formula.

BA Step 1 divided by one hundred eighty (180) divided by six (6) equals an hourly rate for compensation.

Teachers will not be reimbursed for missed planning time due to inclement weather days or other school building closure, sickness, personal absences or issues, field trips, assemblies or presentations, fire, lockdown, or tornado drills, meetings, or conferences, professional development, scheduling errors, or any circumstance or situation outside of the ISD's control that may interfere with a teacher's planning time. Teacher submissions for compensation under this section must be submitted by the 10th calendar day of every month for the immediately preceding month. Late submissions will not receive compensation.

For the 2023-24 school year, planning time will be provided on "early release" Fridays and the above language under Paragraph F will not apply.

G. Year Round Schedule: Bargaining unit employees who are assigned to work in the Early On program over a 12 month calendar will be compensated for the number of contract days set

forth in the school year calendar. Each employee will submit an annual work schedule from July 1 to June 30 subject to approval by the employee's immediate supervisor. The schedule may be amended by the employee with the employee's supervisor's approval. Employee's submitted schedule may be reflected in days and/or hours and must be equivalent to the full regular school year staff days and hours. When the employee leaves the ISD's employment, the employee and Association will consult with payroll to determine if the employee was over or under paid in relation to the days worked. If the employee was overpaid, the ISD will use a payroll deduction to cure the overpayment. If a payroll deduction is not able to recoup the overpayment, the employee will reimburse the ISD for any overpayment.

## ARITCLE 16
## DEGREE EQUIVALENCY

SCECHs as used herein shall be defined as professional development acquired through seminars, conferences, workshop, 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 buy 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 the member 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 their 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.

C. 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.

E. Department Budgets

For the purpose of planning, teachers will receive draft department budgets for the following school year on or about April 15th of the preceding school year. Both parties recognize that budgets are subject to change and are set by the Board.

## 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. 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 21
## CONTRACT MODIFICATIONS

This is a three-year Agreement effective the 1st day of July-2023 through the 30th day of June 2026.

**BARRY INTERMEDIATE SCHOOL DISTRICT**

RICHARD FRANKLIN, SUPERINTENDENT

May 18, 2023

DATE

**BIEA**

Molly Keller

MOLLEY KELLER, BIEA Co-PRESIDENT

May 18, 2023

DATE

Suzanne Shorey

Suzanne Shorey (May 18, 2023 14:24 EDT)

SUZANNE SHOREY, BIEA Co-PRESIDENT

May 18, 2023

DATE

# APPENDIX A Salary Schedules

| | 2023-2024 | 4%^ | | | | |
|---|---|---|---|---|---|---|
| | BA | BA+15 | MA | MA+15 | MA+30 | MA+60 & Phd. |
| 1 | $ 42,843 | $ 44,861 | $ 46,880 | $ 48,903 | $ 50,923 | $ 52,959 |
| 2 | $ 45,265 | $ 47,287 | $ 49,304 | $ 51,325 | $ 53,346 | $ 55,480 |
| 3 | $ 47,689 | $ 49,712 | $ 51,731 | $ 53,754 | $ 55,771 | $ 58,002 |
| 4 | $ 50,116 | $ 52,135 | $ 54,157 | $ 56,177 | $ 58,198 | $ 60,526 |
| 5 | $ 52,539 | $ 54,559 | $ 56,580 | $ 58,600 | $ 60,625 | $ 62,443 |
| 6 | $ 54,964 | $ 56,988 | $ 59,006 | $ 61,027 | $ 63,046 | $ 64,937 |
| 7 | $ 57,390 | $ 59,411 | $ 61,431 | $ 63,454 | $ 65,470 | $ 67,434 |
| 8 | $ 59,814 | $ 61,834 | $ 63,855 | $ 65,875 | $ 67,898 | $ 69,935 |
| 9 | $ 62,238 | $ 64,260 | $ 66,280 | $ 68,304 | $ 70,321 | $ 72,430 |
| 10 | $ 64,664 | $ 66,686 | $ 68,703 | $ 70,726 | $ 72,747 | $ 74,929 |
| 11 | $ 67,089 | $ 69,111 | $ 71,131 | $ 73,154 | $ 75,171 | $ 77,426 |
| 14 | $ 69,513 | $ 71,535 | $ 73,555 | $ 75,576 | $ 77,596 | $ 79,924 |
| 17 | $ 71,938 | $ 73,959 | $ 75,980 | $ 78,001 | $ 80,023 | $ 82,423 |
| 20 | $ 73,556 | $ 75,624 | $ 77,690 | $ 79,757 | $ 81,825 | $ 84,280 |
| 23 | $ 77,761 | $ 79,948 | $ 82,131 | $ 84,399 | $ 86,503 | $ 88,233 |
| | **2024-2025** | 4%^ | | | | |
| | BA | BA+15 | MA | MA+15 | MA+30 | MA+60 & Phd. |
| 1 | $ 44,557 | $ 46,656 | $ 48,755 | $ 50,859 | $ 52,959 | $ 55,078 |
| 2 | $ 47,076 | $ 49,178 | $ 51,276 | $ 53,378 | $ 55,480 | $ 57,699 |
| 3 | $ 49,597 | $ 51,700 | $ 53,800 | $ 55,905 | $ 58,002 | $ 60,322 |
| 4 | $ 52,120 | $ 54,221 | $ 56,323 | $ 58,424 | $ 60,526 | $ 62,947 |
| 5 | $ 54,640 | $ 56,742 | $ 58,843 | $ 60,944 | $ 63,050 | $ 64,941 |
| 6 | $ 57,163 | $ 59,267 | $ 61,367 | $ 63,468 | $ 65,568 | $ 67,535 |
| 7 | $ 59,686 | $ 61,787 | $ 63,888 | $ 65,992 | $ 68,089 | $ 70,132 |
| 8 | $ 62,206 | $ 64,308 | $ 66,409 | $ 68,510 | $ 70,614 | $ 72,733 |
| 9 | $ 64,727 | $ 66,830 | $ 68,931 | $ 71,036 | $ 73,133 | $ 75,327 |
| 10 | $ 67,251 | $ 69,353 | $ 71,452 | $ 73,555 | $ 75,657 | $ 77,927 |
| 11 | $ 69,773 | $ 71,876 | $ 73,976 | $ 76,080 | $ 78,178 | $ 80,523 |
| 14 | $ 72,293 | $ 74,397 | $ 76,497 | $ 78,599 | $ 80,700 | $ 83,121 |
| 17 | $ 74,815 | $ 76,917 | $ 79,020 | $ 81,121 | $ 83,224 | $ 85,720 |
| 20 | $ 76,498 | $ 78,649 | $ 80,798 | $ 82,947 | $ 85,098 | $ 87,651 |
| 23 | $ 80,871 | $ 83,146 | $ 85,416 | $ 87,775 | $ 89,963 | $ 91,762 |
| | **2025-2026** | 4%^ | | | | |
| | BA | BA+15 | MA | MA+15 | MA+30 | MA+60 & Phd. |
| 1 | $ 46,339 | $ 48,522 | $ 50,705 | $ 52,893 | $ 55,078 | $ 57,281 |
| 2 | $ 48,959 | $ 51,145 | $ 53,328 | $ 55,513 | $ 57,699 | $ 60,007 |
| 3 | $ 51,581 | $ 53,768 | $ 55,952 | $ 58,141 | $ 60,322 | $ 62,735 |
| 4 | $ 54,205 | $ 56,389 | $ 58,576 | $ 60,761 | $ 62,947 | $ 65,465 |
| 5 | $ 56,826 | $ 59,011 | $ 61,197 | $ 63,382 | $ 65,572 | $ 67,539 |
| 6 | $ 59,449 | $ 61,638 | $ 63,821 | $ 66,007 | $ 68,190 | $ 70,236 |
| 7 | $ 62,073 | $ 64,259 | $ 66,443 | $ 68,631 | $ 70,812 | $ 72,937 |
| 8 | $ 64,694 | $ 66,880 | $ 69,066 | $ 71,250 | $ 73,439 | $ 75,642 |
| 9 | $ 67,316 | $ 69,503 | $ 71,689 | $ 73,878 | $ 76,059 | $ 78,341 |
| 10 | $ 69,941 | $ 72,127 | $ 74,310 | $ 76,498 | $ 78,683 | $ 81,044 |
| 11 | $ 72,564 | $ 74,751 | $ 76,935 | $ 79,123 | $ 81,305 | $ 83,744 |
| 14 | $ 75,185 | $ 77,373 | $ 79,557 | $ 81,743 | $ 83,928 | $ 86,446 |
| 17 | $ 77,808 | $ 79,994 | $ 82,180 | $ 84,366 | $ 86,553 | $ 89,149 |
| 20 | $ 79,558 | $ 81,794 | $ 84,030 | $ 86,265 | $ 88,502 | $ 91,157 |
| 23 | $ 84,106 | $ 86,472 | $ 88,833 | $ 91,286 | $ 93,562 | $ 95,433 |

# LETTER OF AGREEMENT
# 2023-2024 Calendar

This Letter of Agreement is entered into between BARRY INTERMEDIATE SCHOOL DISTRICT (the "District") and BARRY INTERMEDIATE EDUCATION ASSOCIATION SCEA/MEA/NEA (the "Association").

The District and the Association agree to the following superseding language regarding the calendar for the 2023-2024 school year. Both Sides agree to meet during the 2023-2024 school year to discuss and work collaboratively to address any issue that should arise from this calendar change.

- The length and of the school year for staff shall be no more than one hundred-eighty two (182) days with one thousand-one hundred twenty six (1126) instructional hours as illustrated by the attached calendar.

- The length of the school day shall not exceed six and one half (6.5) hours per day. Report times are as follows by location.
  - West Learning Center 8:00 AM to 2:30 PM (employees will timesheet before and after school bussing duties that take place outside of this time)
  - Star Elementary 8:05 AM to 2:35 PM
  - Southeastern Elementary 8:05 AM to 2:35 PM
  - Northeastern Elementary 8:05 AM to 2:35 PM
  - Middle School 8:05 AM to 2:35 PM

- Planning shall be provided on Thursdays or Fridays as illustrated in the attached calendar. On these days the instructional day will not exceed five (5) hours per day.

**FOR THE BOARD OF EDUCATION OF THE BARRY INTERMEDIATE SCHOOL DISTRICT**

By: _____

Richard Franklin, Superintendent

Dated: May 18, 2023

**FOR THE BARRY INTERMEDIATE EDUCATION ASSOCIATION SCEA/MEA/NEA**

By: Molly Keller
Molly Keller (May 18, 2023 13:49 EDT)

Molly Keller, President

Dated: May 18, 2023

By: Suzanne Shorey
Suzanne Shorey (May 18, 2023 14:24 EDT)

Suzanne Shorey, Co-President

Date: May 18, 2023

# BISD 2023-2024 School Year

| JULY | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| AUGUST | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| SEPTEMBER | | | | | | |
|---|---|---|---|---|---|---|
| | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| OCTOBER | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| NOVEMBER | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| DECEMBER | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| JANUARY | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| FEBRUARY | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | | |

| MARCH | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| APRIL | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| MAY | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| JUNE | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| | | |
|---|---|---|
| | No School | |
| | Full School Days | 142 days x 6.5 hrs = 923 hrs |
| | PD | 5 days x 6.5 hrs = 32.5 hrs |
| | Half Day PD in PM | 1 day x 6.5 hrs = 6.5 hrs |
| | Half Day | 3 days x 3 hrs = 9 hrs Early |
| | Release/Planning Day | 31 days x 5 = 155 hrs |

1,126 hours total
* contingency days June 6 and 7