# Bark River-Harris Public School Contract

between the

**Bark River-Harris Education Association/**

**Upper Peninsula Education Association/**

**Michigan Education Association**

and the

**Bark River-Harris Board of Education**

**2024-2026**

# TABLE OF CONTENTS


| Article | | Page |
|---|---|---|
| I | Recognition and Definition | 3 |
| II | Management Rights | 4 |
| III | Teachers' Rights | 5 |
| IV | Payroll Deduction | 7 |
| V | Teaching Hours and Class Load | 7 |
| VI | Classroom Teacher Placement/Transfer | 10 |
| VII | Teaching Conditions | 12 |
| VIII | Medical Qualifications | 14 |
| IX | Negotiations Procedure | 15 |
| X | Leave of Absence | 15 |
| XI | Annuities | 18 |
| XII | Academic Freedom | 18 |
| XIII | Teacher Evaluation | 19 |
| XIV | Teacher Representation/Discipline | 20 |
| XV | Cost of Living | 21 |
| XVI | Professional Development | 21 |
| XVII | Protection of Teachers | 23 |
| XVIII | Severance Pay | 24 |
| XIX | Reduction in Personnel (Layoff and Recall) and Annexations and Consolidation of Districts | 25 |
| XX | Professional Grievance Procedure | 28 |
| XXI | Professional Grievance Report | 31 |
| XXII | Salary Schedule | 34 |
| | Schedule B | 38 |
| XXIII | Insurance | 40 |
| XXIV | Miscellaneous Provisions | 42 |
| XXV | Reopener Clause | 44 |
| XXVI | Duration of Agreement | 44 |
| XXVII | Seniority List | 45 |
| XXVIII | 2024-2025 Calendar | 46 |

BARK RIVER-HARRIS EDUCATIONAL ASSOCIATION

UPPER PENINSULA EDUCATION ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

BARK RIVER-HARRIS SCHOOL BOARD CONTRACT AGREEMENT

This agreement entered into this 14th day of August, 2024, by and between the Board of Education of the District of Bark River-Harris, Michigan, hereafter called the "Board" and Bark River-Harris Education Association, the Upper Peninsula Education Association, and the Michigan 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 the Bark River-Harris District is their mutual aim and that the character of such education is related to the quality and morals of the teaching service, and WHEREAS the members of the teaching profession are qualified to help in formulating policies and programs designed to improve educational standards and WHEREAS the Board has a statutory obligation, pursuant to ACT 379, of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel as herein defined with respect to hours, wages, terms, and conditions of employment and WHEREAS the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize, in consideration of the following mutual covenants, it is hereby agreed as follows.

# Article I

## Recognition and Definition

A. The Board hereby recognizes the Bark River- Harris Education Association as the local bargaining unit, and the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

All regularly scheduled full-time and part-time certificated teaching personnel under probationary contract or continuing tenure, including counselors, speech therapists who are certificated teachers, Coordinators and coaches who are also employed by the District as certificated teachers; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Assistant Superintendents, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certificated or otherwise, substitutes, and all other employees including supervisors.

The terms "employee" or "teacher" when used in this Agreement refer to all employees in the above described bargaining unit unless the context requires otherwise. The use of masculine pronouns refers to both males and females.

B. Teachers currently teaching in the Bark River-Harris School District will be given consideration but not preference in hiring the strongest candidate for all open athletic and extracurricular duties provided their credentials are equivalent as determined by the Board. Coaches who are not employed as teachers at Bark River-Harris are not covered by this contract. The Association will not be held legally liable for failure to represent the aforementioned in claims of representation, discrimination, or any liability.

C. The CERTIFICATION as used herein shall mean a teacher who is presently holding a valid certificate issued by the State Board of Education under requirements of Act 202 of Public Acts 1903 as amended.

D. The term REGULARLY EMPLOYED CLASSROOM TEACHERS as used herein shall include all those teachers regularly employed throughout the school year, and specifically excluding from the bargaining unit the supervisory staff consisting of the superintendent, high school, and elementary principals who are predominantly employed in a supervisory capacity.

E. The term TEACHER shall refer to all teaching employees represented by the Association as herein defined and masculine gender shall include feminine.

F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers in this master contract shall be deemed to be in addition to those legally provided elsewhere. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

## Article II
### Management Rights

The Employer, on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:

A. To the executive management and administration control of the school system and its properties and facilities.

B. To hire all employees subject to the provision of the Michigan School Code and Tenure laws.

C. The written policies of the Master Contract which apply to wages, hours, and working conditions shall remain in effect, except the Board reserves the right to promulgate new policies, retain or modify existing policies from time to time as the need arises, but not in conflict with provisions of this contract. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. The Bark River-Harris Public School District is a General Powers School District in accordance with Public Act 289 of 1995, Public Act 451 of 1976,MCL 380.11a.

# Article III

## Teachers' Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other related activities for mutual aid and protection as a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance or complaint pursuant to this agreement.

B. The Board specifically recognizes the rights of its teacher employees appropriately to invoke the assistance of the Michigan Employment Relation Commission and the Board will not discriminate against a teacher who files a grievance.

C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings, provided no class disruptions shall occur. No meetings of the UPEA or MEA shall be held on school property without prior approval of the Board or its designee. Local Association meetings that are held on school property prior to school beginning, must be ended no later than ten (10) minutes before class begins. Meetings held at the end of the school day, cannot begin before the end of the work day. No teacher shall be prevented from wearing normal insignia, pins or other identification of membership in the Association on school premises. A bulletin board will be made available to the Association and its members in each school. Association meetings held at the request of the Board may be held during the school day.

D. The teachers shall have the right to use school equipment, including typewriters, mimeographing machines, computers, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Board will not charge the Association for electricity used by the Association's pop machine, microwave machines, or other such devices, or for nominal supplies that are intended for BRHEA members. The Association may not remove any equipment from the school without the approval of the superintendent or principal.

E. Business agents of the MEA shall be permitted to visit any teacher on, in, or about school owned property provided no disruptions of classes shall occur. The MEA Business Agent must first notify the superintendent's office that he/she is on the premises during school hours. When possible, such visits shall take place before or after the school day.

F. The Board agrees to furnish to the Association upon request all available information in the form that is available, concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements, agendas and minutes of all board meetings, and treasurer's report. The school agrees to furnish the Association with such public information which may be available concerning the financial resources of the district, tentative budgetary requirements and allocations, and such information which may be necessary to assist the Association to bargain collectively with the school with respect to wages, hours, and to the terms and conditions of employment. The Association agrees that request for such information will be made in writing through its president or someone designated by him/her, and that requests will be made sufficiently in advance of their need so that the school may assemble the information. Original records may be examined only at the offices of the school.

G. 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 as long as such activities are not taking place in the classroom during school hours or on school premises, during school functions or events, that are inconsistent with Board Policy and Federal and State laws and guidelines regarding religious and political activities in these instances. However, the private and personal life of the teacher is not within the appropriate concern or attention of the Board.

H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

I. Consistent with the Code of Ethics of the Education profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.

J. The Board shall place on the agenda of each regular board meeting as an item for consideration under new business any matters brought to its consideration by the Association. Any item that is to be brought to the Board by the Association shall be brought to the Superintendent's attention prior to the meeting.

K. Each teacher shall have the right, upon request, to review in the main office the contents of his/her own personal file as pertains to his/her work in the school district. A representative of the Association may be requested to accompany the teacher in such review.

## Article IV

### Payroll Deduction

A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

## Article V

### Teaching Hours and Class Load

A. The normal work day of teachers shall be from 8:00 A.M. to 3:07 P.M. All teachers shall be in their classrooms with their doors open by 8:10 A.M. unless detained by official business. The hours stated above may be decreased by the approval of the administration. On days preceding holiday or vacations, the teacher's day shall end at the close of the pupil's day when supervision can be arranged until all children leave the building. In the event that the State should adjust the number of contact hours downward, the schedule will reflect the change.

B. The normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods, prep periods adjusted based on class periods, not based on hours throughout the school. Teachers shall have not more than (4) four classes to prep unless it is agreed between the teacher and the administration that more than (4) prep periods for the teacher is acceptable.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignment in the secondary school grades will be notified and consulted by their principals immediately upon such action becoming apparent.

D. Each teacher shall have a minimum of a thirty (30) minute duty free lunch period each day.

E. Elementary teachers shall be provided with no less than 250 minutes of prep time per week with a minimum of one 30 minute block of prep time per day.

F. Teachers shall not be assigned lunchroom, playground, or hall duty. However, teachers of grades K-3 shall walk students to their bus after the school day. The Board will pay for a person to be on after school bus duty. Provided someone can be found, bus duty will not be required of teachers. The amount to be spent on after school bus duty shall be $15.00 per day.

G. Any vacancies (Definition of Vacancy: A position newly created by the Board that is covered by this Agreement or a position shall be declared vacant when the District after making all assignments needed to fill the academic need of the District with incumbent teachers who are certified and qualified for the assignments and who are able to perform the work at the start of the assignment, and there are still more assignments open than teachers to do the work.) in teaching positions shall be made known to the staff of the district a period of seven calendar days during the school year before advertised. However, if the District request for an external posting before the five (5) or (10) day posting time has finished, to the President of the Association Bargaining Unit and the request is granted the external posting may start immediately. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised.

Any administrative vacancy shall be made known to the staff of the district a period of seven (7) calendar days during the school year before advertised. If the vacancy occurs during the summer, the district shall mail such openings to teachers who request being placed on the vacancy notification list. The Association President will be notified and the current staff will be given ten (10) calendar days to apply before the vacancy is advertised. The Board and the Association agrees that the definition of Certified and Qualified is that the employee will be in compliance with the present State and Federal Laws in regard to Certification and Qualifications as specified and that this definition applies to all Articles in this Agreement.

H. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors, and special education teachers, shall be provided with released and preparation time to the same extent as other teachers in the district.

I. The academic school calendar year shall not exceed 180 session days/1098 hours per year, with the schools being closed on all holidays legally authorized by the Michigan School Code.

J. The superintendent may dismiss the schools when, in his/her discretion, weather, health, or building conditions warrant such action. Teachers will also be dismissed under such conditions, without loss of pay.

K. If State law requires "snow days" to be made up, the following will be adhered to:

i. All days that must be made up will be determined by the superintendent or his/her representative. If half days can legally be counted as full attendance days, this will be done. Once the days to be made up are determined, the superintendent and the Bark River-Harris Education Association President will determine when the days will be made up. If no agreement is reached, the makeup days will be added to the end of the school year.

ii. If school is canceled after 8:15 A.M. and the day cannot be counted as a full or part attendance day, teachers will receive their hourly rate for all time that cannot be counted for State school attendance.

If a teacher is assigned above the normal teaching load as set forth in this Article, the teacher will receive 1/7th of the teacher's salary for that school year. (50% of the 1/7th semester one, and 50% of the 1/7th semester two, if only one semester overload is taught 50% of the 1/7th is paid to the bargaining unit employee) This assignment will be offered to an appropriately certified teacher next in seniority from the prior year.

At the close of the school year unused comp time shall be used in the following order: Comp time will first be applied towards personal/sick days that the employee used during the year. Next, up to (6 hours) accumulated comp time not used by the end of the school year will be added to the employee's accumulated sick leave bank. If comp time still remains, the employee shall receive a pay-out at a rate of $35.00 per hour.

L. No grade-level teacher shall be a substitute against his or her will, if that action requires such teacher to leave his or her scheduled class. However, Title 1 teachers, elementary itinerants, behavioral interventionist, counselors, speech therapists, or other non-grade level specific teachers may be re-assigned to substitute teach.

M. All teachers required to do extra duties outside of their contracted workday, including but not limited to kindergarten open house, Saturday School, and other programs approved by the Superintendent, Business Manager, or Board will receive comp time or an hourly rate of $35.00 per hour. The Superintendent will approve the number of hours for compensation.

N. Teachers may supervise recess during scheduled recess times. Teachers shall commit to covering the recess for one marking period at a time and may agree to extend this coverage at their discretion. Teachers may volunteer for one to five recess periods per week. Teachers who supervise shall be compensated at a rate of $15.00 per recess. A maximum of three teachers per recess periods will be granted on a first come first serve basis. In the event the recess schedule is incomplete, the administration has the right to assign teachers on a jointly approved rotating schedule based on seniority at the approved rated. All recess schedules need to be completed and agreed upon one week prior to the start of each marking period.

O. No comp time shall be used in the first two weeks or the last two weeks of the school year unless pre-approved by the Superintendent.

P. Teachers shall attend a monthly faculty meeting not to exceed forty-five minutes. The district will be responsible for the creation of the agenda and will maintain both agenda and sign in sheet.

# Article VI

## Classroom Teacher Placement/Transfer

A. Placement of Classroom Teachers. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

i. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
ii. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
iii. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
iv. In addition, classroom teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
b. Credentials needed for District, school, or program accreditation;
c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
e. Disciplinary record, if any
f. Length of service in a grade level(s) or subject area(s);
g. Recency of relevant and comparable teaching assignments;
h. Previous effectiveness ratings;
i. Compliance with state and federal law; or
j. Other non-arbitrary or capricious reasons.

v. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

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

vii. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons.

viii. An alleged violation of this Classroom Teacher Placement is not subject to arbitration in the grievance process. A probationary classroom teacher cannot challenge any aspect of the Classroom Teacher Placement process.

B. Any classroom teacher who shall be transferred to a supervisory or executive position and shall later return to a classroom teacher status shall be entitled to retain such rights as a teacher as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

C. The School and Association shall jointly maintain a seniority list of Bark River-Harris teachers. Such list shall be made a part of this contract and shall be updated by October 1 of each year.

# Article VII

## Teaching Conditions

A. It is recognized by the Board that the pupil-teacher ratio is an important aspect of an effective educational program. Excluding music and physical education, the maximum shall not exceed 30% of the figures listed.

The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the district, by the size of the building available, and the best interest of the District as deemed administratively feasible.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the following guide shall be used. The parties agree that class size should be lowered, whenever possible, not to exceed the following maximum:

| | |
|---|---|
| Kindergarten | 20 Pupils |
| Elementary school grades | 25 Pupils |

The maximum class size per teacher in the secondary schools shall be as follows:

| | |
|---|---|
| English | 25 Pupils |
| Social Studies | 25 Pupils |
| Business | 25 Pupils |
| General Education | 25 Pupils |
| Typing | 25 Pupils |
| Mathematics | 25 Pupils |
| Industrial Education | 25 Pupils |
| Science | 25 Pupils |
| Drafting | 25 Pupils |
| Language | 25 Pupils |
| Homemaking | 25 Pupils |
| Vocational Shop | 25 Pupils |

| | |
|---|---|
| Driver Education | 18 Pupils |
| Music | 100 Pupils |
| Art | 25 Pupils |
| Physical Education | 40 Pupils |

Art and drafting students in a classroom shall not exceed the total number of work stations.

C. Each elementary teacher shall be responsible for the official daily attendance record. The school shall issue report cards quarterly (four times a year). The high school principal's office shall be responsible for high school attendance records and for entering the attendance records on the students' official files and report cards.

D. Teaching supplies shall be kept in the teachers' homeroom. Teachers will, however, on a form distributed by the administration, make an inventory of materials, books, and supplies in their room.

E. Teachers and administrators shall be responsible, when promoting students in grades K-6, for assigning those students to a homeroom for the following school year. Teachers and administrators shall try to balance the number of students in each class, but will use professional judgment in each assignment and consider such factors, but not limited to, individual student's differences, mental ability, emotional stability, peer relationships, and maximum group educational advantage. No student may be changed from an assigned class except with the consultation of the student's previous homeroom teacher and the administration. In the event of conflict after the decision by the previous homeroom teacher and the administration, the following procedure will take place. A committee made up of the Board president, the superintendent, the principal, an elementary teacher not affected by the process, and the president of the Bark River-Harris Education Association will meet, listen to the rationale, and make a decision.

F. The administration will make reasonable attempts to implement the following provision: Teacher Aides will be assigned to individual classes according to

| | | |
|---|---|---|
| Kindergarten: | 20 or more students | Full time teacher aide |
| | 17-19 students | Two hours with an aide per day |
| | 14-16 students | One and a half hours with an aide per day |

Grades 1-3: The administration, with input from the grade level teachers, will consider class size, developmental needs of the class, social/emotional needs of the class, and academic

concerns of the class when making such decisions. Additional supervisory responsibilities of the aides will also be considered when making placement decisions.

When teachers and aides cannot work together harmoniously, the teacher may request a meeting with the administration to try to resolve the issue the teacher presents.

G. Teachers with teaching aides shall be responsible for directing their aide so as to meet the educational objectives of the school district.

H. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association.

I. The Board agrees to keep school reasonably and properly equipped and maintained.

J. Existing telephone facilities shall be made available to teachers for their responsible use. No long distance calls may be charged to the school district without permission of the building principal and/or superintendent.

K. Adequate parking facilities shall be made available to teachers for their exclusive use. Teachers shall in no way drive or park so as to interfere with the safe and efficient operation of school owned vehicles.

L. The Board and the Association shall comply with the U.S. State Civil Rights Laws in regard to hiring and treating teacher employees.

## Article VIII

### Medical Qualifications

A. Routine, regular, dental and/or medical checkups will not be scheduled during the school day.

B. A teacher who has been absent due to a prolonged medical condition may be required at the discretion of the Board to present a medical release from their physician that the employee

can perform their duties as prescribed in his/her individual contract.

## Article IX

### Negotiations Procedure

A. Not less than ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment by the Board.

B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of Act 379 of the Michigan Employment Relations Commission.

C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concession in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. A teacher engaged during the school day negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations with the Board, including arbitration, shall be released from regular duties without loss of salary.

## Article X

### Leave of Absence

A. Teachers who anticipate a prolonged disability, i.e. pregnancy, knee replacement, necessary elective surgical procedure, etc., will give the principal one (1) month's notice of such leave or as soon as possible so a qualified substitute may be sought.-Teachers absent because of maternity will use accumulated sick days. If a teacher's sick day accumulation is exhausted, or if a teacher wishes an extended unpaid leave of absence for maternity reasons, the teacher must request a maternity leave in writing. Such leave, up to one year, may be granted by the Board

and may be renewed at the discretion of the Board.

B. Military Leave. The Board shall grant a military leave of absence in accordance with Act 145 of 1943, as amended.

C. Personal or Business Leaves. A teacher may apply for a one year leave of absence, without compensation, for personal reasons and the Board will grant said leave, provided it does not injure the program of the school nor exceed one teacher in the district at one time.

D. Emergency Leave. Emergency leave shall be granted for the following reasons: illness or death in the immediate family (immediate family shall be interpreted as follows: spouse, child, sister, brother, parent, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law of the employee). Emergency leave, up to three (3) days per year, non-cumulative, shall be granted. Emergency leave due to illness shall be interpreted to mean hospitalization of an immediate family member who is gravely or seriously ill and requires the personal attention of a physician, or the visitation of a terminally ill relative when called. It shall not be considered appropriate to use emergency leave for routine appointments to a physician. Emergency leave may be granted by the superintendent for death of other close relatives or friends without loss of pay.

E. Leave Days. At the beginning of each school year every teacher will be credited with fifteen (15) leave days. These days are broken down into sick and personal leave as follows:

Sick – 9 days per school year
Personal – 6 days per school year

Teachers hired after August 31, 2008 will be credited with fourteen (14) leave days. These days are broken down into sick and personal leave as follows:

Sick – 8 days per school year
Personal – 6 days per school year

A teacher may roll over one unused personal day to the following year. A teacher may not use more than seven (7) personal days in one year and no more than five (5) personal days at one time.

All personal requests must be made to the employees' immediate supervisor at least 48-hours in advance of requested personal day.

F. Association Days. Five (5) days will be provided to the Association at absolutely no cost to the member and/or Association.

An additional five (5) days will be granted if the Association agrees to reimburse the Board for the cost of the substitute teacher. There can be only one Association member gone on any given day, unless special permission has been granted by the superintendent.

G. Sick Leave Bank. A sick leave bank, administered by the Association and the Administration, will be maintained in the following manner:

i. The sick leave bank must be used by teachers for serious illness and/or by teachers who have exhausted their sick leave due to serious illness earlier in the school year. No teacher may use more than forty-five (45) sick bank days in one year.
ii. The sick leave bank will have a balance of ninety (90) days.
iii. Replacement of sick days to the bank will be done as they are used, by taking one sick day from each teacher, in an alphabetical order. Once the alphabet has been exhausted, contributions will continue by returning to the beginning of the alphabet. At the beginning of each school year, contributions will continue at the point where they left off at the close of the previous school year.
iv. Requests for use of the sick leave bank will be made to the superintendent. The superintendent and the Association president will decide, jointly, the use of the bank.

H. Any teacher, whose personal illness extends beyond the period compensated as described above, shall be granted a leave of absence without pay for a period not to exceed one year, renewable at the discretion of the Board. Upon direct return from leave, said teacher shall be assigned to a substantially equivalent position.

I. A bargaining unit member who is injured while working for the district shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

J. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall incur diminution of sick leave for only one half (½) the time absent.

K. Upon the recommendation of the Superintendent of Schools, the Board may grant a sabbatical leave of up to two (2) semesters to a teacher who has been employed at least seven (7) consecutive years in the system. The sabbatical would be for the purpose of study, travel, and for such other purpose as may be approved by the Board. Other sabbatical leaves shall be considered as exceptional cases by the Board. A teacher on sabbatical leave shall receive no compensation or benefits from the district during the period of absence. A teacher who has been on sabbatical leave shall receive the scheduled increment credit and/or adjustments in salary upon return to the district to teach, and credit toward retirement the same as he/she would have received had he/she occupied his/her regular assignment.

L. The number of teachers given sabbatical leave in any year shall not exceed five percent of the total number of teacher instructional employees. The number of leaves granted shall be distributed throughout the system. If the number requesting sabbatical leave exceeds the number of such leaves available as determined by the Board, the selection shall be based on:

1. The estimated value of the plan to the individual and the school system.
2. The amount of seniority.
3. The length of time since the last sabbatical leave.

The employee upon return from sabbatical leave shall be restored to a position of comparable status. He/she shall make such reports of his/her activities as may be required by the superintendent.

M. Court Leave. Teachers who are required by law to serve on a jury or subpoenaed to appear in court shall receive the difference between the teacher's daily wage and court payment for each day he/she is engaged in such activity.

# Article XI

## Annuities

A. The Bark River-Harris Board will make payroll deductions upon written authorization from teachers for MEA or other annuities. Said deductions will be sent by the Board to the proper department each month.

# Article XII

## Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual conscience, association, and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interests of the school and to exhibit by appropriate examples the basic objectives of democratic society.

C. Daily lesson plans will be required to be completed by 8:15 a.m.

D. Teachers, in regard to Academic Freedom may use their professional judgment in teaching methods and presentation of materials, study, investigation, presentation and interpretation of facts and ideas concerning society, the world, and other branches of learning up to the extent that they are limited in regard to this Academic Freedom by Board Policies, and the State and Federal Laws that govern these Academic Freedom teaching issues.

# Article XIII

## Teacher Evaluation

The District shall follow the provisions of the Revised School Code, MCL 380.1249, as amended, regarding the evaluation of teachers. 5D+ is the performance evaluation tool currently in use. The district will continue using this system for the duration of this agreement unless the teachers are notified of a change and receive training in advance of a change in evaluation system.

New teachers shall receive training on the evaluation system being used by the district (current teachers will have the option of attending).

Student growth and assessment data (including Local and State assessment data) will be used to calculate 20% of the evaluation, and 80% of the evaluation will be based on objective criteria as determined by the evaluation tool. The student growth and assessment data

or student learning objectives shall consist of measurable, long-term academic and student growth goals set for all students that utilize available data as determined annually by mutual agreement between administrators and the grade-level/department level teachers.

Any Tenured teacher rated as developing or needing support may request a review with their building administrator before the final rating is submitted. Probationary teachers cannot grieve any aspect of the evaluation process. Tenured teachers may only grieve any aspect of the evaluation process up to the Board level. An Arbitrator, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."

# Article XIV

## Teacher Representation/Discipline

A. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present unless representation of the association is not readily available, then the Board retains the right to place the teacher immediately on Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges. No warning that is subsequently written and/or placed in the teacher's file shall be made without the right of the association to be present.

B. Due process shall be granted to teachers in all matters concerning their employment in the Bark River-Harris School District.

C. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. The Board agrees to implement the concept of progressive discipline for disciplinary decisions.

The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate

action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

All employees will have Weingarten rights.

Each teacher shall have the right to review their personnel file in the Superintendent's office or the Superintendent's designee's office. A representative of the Association may be requested by either party to accompany the Teacher to such review.

Tenured teachers can pursue all available remedies under the Michigan Teachers' Tenure Act.

Probationary teachers cannot grieve discipline. Tenured teachers may only grieve discipline up to the Board level.

## Article XV

### Cost of Living

A. The study of the feasibility of a cost of living clause shall be considered in future contract negotiations.

## Article XVI

### Professional Development

A. The parties support the principle of continuing education of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advance degrees or special studies, and participation in community educational projects.

B. The Board agrees to provide, with the superintendent's approval, the necessary funds for

teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conference.

C. At the request of the Association, and with the Board's approval, or on the Board's initiative, arrangement shall be made for after school courses, workshops, conferences, and professional development programs designed to improve the quality of instruction. The district will offer professional development hours that comply with pupil accounting requirements. It will be the responsibility of the teacher to maintain his/her professional development log. Furthermore, these hours will be in addition to schedule faculty meetings.

D. The Board agrees to pay a sum up to $30 per year per teacher for dues for membership in one of the following recognized professional education organizations of teachers in a participating curriculum subject area or grade level in whose activities a teacher may participate.

1) Michigan Art Education Association
2) Michigan Audio-Visual Association
3) Michigan Association for Childhood Education
4) Michigan Counselors Association
5) Michigan Driver Education Association
6) Michigan Council for Exceptional Children
7) Michigan High School Coaches Association
8) Michigan Home Economics Section of the American Vocational Association
9) Michigan Music Educators Association
10) Michigan Association of Health, Physical Education and Recreation
11) Michigan Association of Public School Adult Educators
12) Michigan Association of School Librarians
13) Upper Peninsula Athletic Directors

*and any other approved organization.

E. Professional days will be the responsibility of the teacher to maintain the state mandated requirements through District or ISD approved offerings. If the teacher chooses a professional development offering during the school day, release time will be granted. If the offering is selected outside the school day, the teacher will be compensated at the District's substitute rate or stipends offered by ISD grants, i.e. weekends/summer workshops.

The District will provide documents for verifying participation.

# Article XVII

## Protection of Teachers

A. Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When it appears to the teacher and principal that a particular pupil requires the attention of special counselors, and/or social workers, the Board will attempt reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. The Board shall take advantage of any facilities provided by the Intermediate Board.

C. Principals shall report to the superintendent and the police all cases of assault suffered by teachers. In any reported assault case the superintendent, at the request of the teacher will contact an attorney and the attorney will:

1. Inform the teacher of his/her rights under the law in connection with the assault, and
2. Assist the teacher by rendering legal service in protecting the teacher's rights.

D. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.

A student suspended from class for an indefinite period of time will, accompanied by a parent or guardian, meet with the principal, superintendent, the teacher, and the President of the Bark River-Harris Education Association or his/her representative to review the situation before re-admittance to class.

E. Expulsion of students from school may be imposed only by the Board or designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. When a teacher has one or more pupils in class who constitute serious behavioral problems as determined by the superintendent, principal, and teacher, appropriate recognition shall be given by way of reduced class size, greater or more frequent relief periods, or additional compensation as agreed between the Board and the Association.

F. If any teacher is complained against the complaint will be handled in accordance with Article XVI, Section-H. If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, until the teacher is proven negligent.

G. If incurred while in the performance of his/her duties:

1. The Board will reimburse the teacher, for loss of personal property which has been destroyed by the student if not reimbursed by the student within the school year.

2. The Board will reimburse the teacher for the loss of personal property not to exceed the ($25,000) amount of insurance coverage in case of disaster. A general inventory list must be available.

H. No action except as provided in article-13, Section-C, will be taken on a complaint against a teacher.

I. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, unless he/she is proven negligent. No reduction of accrued sick leave will be made under this Article.

# Article XVIII

## Severance Pay

A. The district agrees to pay to teachers their unused leave days at the rate of $165/day up to a maximum of $49,500: $49,500, *OR* days accumulated @ $165/day. Employees hired after August 31, 2008 shall be limited to $100/day up to a maximum of $30,000.00: $30,000.00 or days accumulated @ $100/day.

The benefit would be payable in sixty (60) equal installments over five (5) years commencing no later than ninety (90) days after the effective date of termination except teachers who purchase service credit and/or have a balance due to MPSERS. Employees who wish to use the severance pay benefit for service credit purchase or have a balance due to MPSERS, shall give the District a minimum of six (6) months notice of intent to use benefit for service credit purchase. I.e. for a June service credit purchase, notification would be required by December 31. After service credit purchase, if termination pay has a balance greater than $10,000, it shall be paid out in sixty (60) equal installments. If the balance is $10,000 or less, payment will be in thirty-six (36) equal installments.

Payments for the "Severance Pay" will be made through a "Special Pay Plan" 403 (b).

This benefit is payable only if the following apply:

1. The teacher has been employed in the school district for fifteen (15) years,
2. The teacher is not discharged for just cause.

B. The Board shall give terminal leave money to the heirs of teachers with fifteen (15) or more years of service who die while employed at Bark River-Harris. The heirs for the purposes of this clause, shall be the same as the beneficiary(ies) designated in the teacher's term life insurance policy through the school unless other beneficiary(ies) is (are) specifically designated by the teacher in writing. The amount of money shall be the same as provided to teachers whose death does not precede termination of employment at Bark River-Harris.

# Article XIX

## Reduction in Personnel (Layoff and Recall) and Annexations and Consolidations of Districts

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the

Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced. Prior to the issuance of layoff notices, the Bark River-Harris Education Association will be given an opportunity to make specific recommendations regarding the particular implementation of the layoff procedures planned by the District.

B. Reduction in work force and recall decisions must be made based on a Classroom Teacher effectiveness criteria established in Revised School Code Section 1249.

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

i. Credentials needed for District, school, or program accreditation;
ii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;
iii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
iv. Disciplinary record, if any;
v. Length of service in a grade level(s) or subject area(s);
vi. Recency of relevant and comparable teaching assignments;
vii. Previous effectiveness rating;
viii. Attendance and punctuality;

D. The Michigan online Educator Certification System will be used to provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications. If the Michigan online Educator Certification System is discontinued or is found to be inaccurate, the classroom teacher will be responsible for providing the district with information regarding their certification and qualifications.

i. Reduction and recall decisions will be based on the classroom teacher's certification, qualifications and Length of service in a grade level(s) or subject area(s) seniority at the time of the decision.
ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the

Superintendent's office.

iii. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Classroom Teacher reductions and recalls are by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and the Association.

G. Classroom Teacher Recall Process

i. A Classroom Teacher is eligible for recall for 24 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

a. Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy by seniority.

b. Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

v. The superintendent or designee will provide written notice of the Board's recall decision to any recall Classroom Teachers and will establish the time within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not

report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

Upon Recall, all fringe benefits, including but not limited to, accumulated sick days shall be restored.

For an alleged violation of this layoff/recall provision, mediation through MERC shall be substituted for arbitration in the grievance process. The District agrees to revisit this negotiated item in subsequent negotiations.

A probationary classroom teacher cannot challenge any aspect of the layoff/recall process.

H. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.

I. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such reorganized district.

# Article XX

## Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any rule, order, or regulation of the Board may be processed as a grievance within thirty (30) calendar days of the cited incident of a claim listed above as hereinafter provided by using Section-B will sunset and will not be processed due to failure to make the timeline set herein Section-A.

B. In the event that a teacher believes there is a basis for a grievance, the teacher must adhere to the timeline sited in Section-A. He/she shall first discuss the alleged cited grievance with his/her building principal either personally or accompanied by his/her Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may continue to invoke the formal grievance procedure on the form set forth in Article XX signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building or withdraw the grievance. A copy of the grievance from the grievant shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent, or a representative designated by him/her.

D. Within three (3) school days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) days the superintendent or his/her designee shall meet with the Association of the grievance and shall indicate his/her disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within three (3) school days of such meeting (or six [6] school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its regular meeting or two calendar weeks, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

G. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance may be submitted to binding arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

2. The arbitrator shall have no power or authority to review or rule on:

    a. Any matters which is a prohibited subject of bargaining, e.g., under MCL 423.215;
    b. The appointment to any Appendix VI, Schedule B position or termination of services or failure to reemploy a member of the bargaining unit to an Appendix VI, Schedule B position;
    c. The content of any insurance policy or the administration of any insurance related policy or benefit which policy and benefits(s) including eligibility, are administered by a third party.

H. A mutually agreeable third party can be submitted for said arbitrator. The third party will be cloaked with all power of an arbitrator. If after one week a third party cannot be agreed upon, an arbitrator from the American Arbitration Association will be called. Cost of arbitration will be shared on a 50-50 basis.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

K. Miscellaneous

1. All documents, communications, and records during the time of and dealing with the

processing of a grievance shall be filed separately from the personal files of participants. Upon completion of any grievance procedure, all records not placed in the teacher's permanent file will be destroyed.

# Article XXI

## Professional Grievance Report

Bark River-Harris School District

School_____

Grievance Number:_____

Date of Violation:_____

Date of Grievance:_____

Subject to the provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

Signature of Grievant_____

Signature of Association Representative_____

Date_____

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED: (use additional paper if necessary)

Approved for processing: _____

(Signature of grievant - Use reverse side if more than one)

Date:_____

Principal's Disposition:

_____Date_____

Signature of Principal

Association's Disposition: _____Satisfactory _____Unsatisfactory

Date:_____

Superintendent's Disposition:

Superintendent Signature:_____Date:_____

Association's Disposition: _____Satisfactory _____Unsatisfactory

Date:_____

Board's Disposition:

Signature of Board President:_____Date:_____

Association's Disposition: _____Satisfactory _____Unsatisfactory

Date:_____

Arbitrator's Disposition:

Signature of Arbitrator:_____Date:_____

# Article XXII

## Salary Schedule

- **2024-2025 Salary Schedule Attached.**
- **2025-2026 Salary Schedule Attached.**

A. The M.A base shall be 10% above the B.A. base.

B. The Board shall pay, in full, the District's legally required contribution to the Michigan Public Employees Retirement Fund.

C. Teachers may designate their bi-weekly pay checks be issued in 20 payments or 26 payments throughout the calendar year.

D. Years of Experience Determination:

1. Degree Teaching Experience

   a. A teacher will not be given credit for more than twenty (20) years for total experience. For this article, experience credit is only issued for public school teaching experience as a teacher of record or school administrator positions. Credit for total experience includes military service.

2. Non-degree Teaching Experience:

   a. A teacher may receive credit for up to, but not more than, five (5) years of teaching experience done without a degree, whether done in or out of the Bark River-Harris system.

   b. By combining provisions of section 1a and 2 of this schedule as herein described, a teacher may not accumulate more than twenty (20) years of placement on the pay schedule for their initial step placement. It is also understood that these years awarded by the district shall not be extended beyond the future employee's actual years of experience or accreditations.

E. A teacher beginning at Bark River-Harris will receive full credit for military experience served in any branch of the U.S. Armed Forces for up to, but not exceeding three (3) years.

F. Non-degree teachers will not be employed by the Board until all efforts have been made to hire a degreed teacher. When such non-degree teachers are hired, the following schedule will be used as a base salary.

| | |
|---|---|
| 60 - 89 hours | $1,000 below base |
| 90 - 100 hours | 800 below base |
| 101 - 110 hours | 700 below base |
| 111 - 120 hours | 600 below base |
| 121 - 130 hours | 500 below base |

G. Professional Growth: A teacher who has earned more than fifteen (15) semester hours of graduate credit, after receiving a B.A. or B.S. degree, will have his salary adjusted at the rate of $30 per semester hour above fifteen (15) hours, to a total of thirty-one (31) semester hours or a total of $480. Teachers hired after September 1, 1981, will have their salary adjusted for all hours above eighteen (18) semester hours to thirty-one (31). Teachers must submit verification of attainment of graduate level credits for salary adjustments on the Salary Schedule. Verified graduate level credit attainment payments will be made in the first pay period in September.

a. Teachers may be required to perform extra services outside of the above stated school day, at the hourly rate of the teacher. The calculation for hourly rate will be the annual salary divided by 1098 hours. The calculation for daily rate will be at the annual salary divided by 1098 hours multiplied by 6.25. The calculations will be used at any time hourly rate or daily rate need to calculated for payroll adjustments.

b. Employees currently teaching Driver Education will be paid at a rate of $17 per hour.

H. Band Director: The band director will be paid the following for each activity and/or event worked:

| | |
|---|---|
| Homecoming | $72 |
| Football parents' night | $72 |
| Christmas parade | $72 |
| Christmas concert | $ 00 |
| Solo & Ensemble (each day) | $215 |
| Spring concert | $ 00 |
| Baccalaureate | $72 |
| Commencement | $72 |
| Memorial Day Parade | $72 |
| 4th of July Parade | $72 |

All other paid band director events must be approved by the superintendent.

I. A traveling expense allowance of the allowable State of Michigan rate per mile will be paid to any teacher who must use his/her own car for school connected travel, with prior approval of the superintendent, except travel to and from his/her regular classroom assignment. Teachers will be allowed up to $4 for breakfast, $7 for lunch, and $15 for dinner when on school connected travel.

Salary Schedule:

| 2024-2025 | | 3% INCREASE | |
|---|---|---|---|
| STEP | % from base | BA | MA |
| 0 | | $42,512 | $46,764 |
| 1 | 1.04 | $44,213 | $48,634 |
| 2 | 1.08 | $45,913 | $50,505 |
| 3 | 1.12 | $47,614 | $52,375 |
| 4 | 1.16 | $49,314 | $54,246 |
| 5 | 1.2 | $51,015 | $56,116 |
| 6 | 1.24 | $52,715 | $57,987 |
| 7 | 1.28 | $54,416 | $59,857 |
| 8 | 1.32 | $56,116 | $61,728 |
| 9 | 1.36 | $57,817 | $63,599 |
| 10 | 1.4 | $59,517 | $65,469 |
| 11 | 1.45 | $61,643 | $67,807 |
| 12 | 1.5 | $63,769 | $70,145 |
| 13 | 1.55 | $65,894 | $72,484 |
| 14 | 1.6 | $68,020 | $74,822 |
| 15-16 | 1.65 | $70,145 | $77,160 |
| 17-18 | 1.7 | $72,271 | $79,498 |
| 19-20 | 1.72 | $73,121 | $80,433 |
| 21-22 | 1.74 | $73,972 | $81,369 |
| 23-24 | 1.76 | $74,822 | $82,304 |
| 25-26 | 1.78 | $75,672 | $83,239 |
| 27-28 | 1.8 | $76,522 | $84,175 |
| 29-30 | 1.82 | $77,373 | $85,110 |
| 31-32 | 1.84 | $78,223 | $86,045 |
| 33-34 | 1.86 | $79,073 | $86,980 |
| 35+ | 1.88 | $79,923 | $87,916 |

| 2025-2026 | | 3% INCREASE | |
|---|---|---|---|
| STEP | % from base | BA | MA |
| 0 | | $43,788 | $48,167 |
| 1 | 1.04 | $45,539 | $50,093 |
| 2 | 1.08 | $47,291 | $52,020 |
| 3 | 1.12 | $49,042 | $53,947 |
| 4 | 1.16 | $50,794 | $55,873 |
| 5 | 1.2 | $52,545 | $57,800 |
| 6 | 1.24 | $54,297 | $59,727 |
| 7 | 1.28 | $56,048 | $61,653 |
| 8 | 1.32 | $57,800 | $63,580 |
| 9 | 1.36 | $59,551 | $65,507 |
| 10 | 1.4 | $61,303 | $67,433 |
| 11 | 1.45 | $63,492 | $69,841 |
| 12 | 1.5 | $65,682 | $72,250 |
| 13 | 1.55 | $67,871 | $74,658 |
| 14 | 1.6 | $70,060 | $77,066 |
| 15-16 | 1.65 | $72,250 | $79,475 |
| 17-18 | 1.7 | $74,439 | $81,883 |
| 19-20 | 1.72 | $75,315 | $82,846 |
| 21-22 | 1.74 | $76,191 | $83,810 |
| 23-24 | 1.76 | $77,066 | $84,773 |
| 25-26 | 1.78 | $77,942 | $85,736 |
| 27-28 | 1.8 | $78,818 | $86,700 |
| 29-30 | 1.82 | $79,694 | $87,663 |
| 31-32 | 1.84 | $80,569 | $88,626 |
| 33-34 | 1.86 | $81,445 | $89,590 |
| 35+ | 1.88 | $82,321 | $90,553 |

# Schedule B Salary

All below based upon a percentage of B.A. base in effect for current year:

| | |
|---|---|
| Yearbook Advisor | 6.0% |
| Junior/Senior Advisor | 1.68% |
| Freshman/Sophomore Advisor | 1.5 % |
| Student Council Advisor | 1.5 % |
| National Honor Society | 1.5 % |
| Leo Club Advisor | 1.5 % |
| 7th Grade Advisor | 1.5 % |
| 8th Grade Advisor | 1.68% |
| Junior High Quiz Bowl | 1.5 % |
| High School Quiz Bowl | 1.5 % |
| Jr. High Volleyball Coach | 1.5 % |
| Art Club Advisor | 1.5 % |
| Webpage Support | 1.5 % |

Future Clubs approved by the Board of Education will receive 1.5 % of base and will be added to Schedule B.

Teachers (Current Bargaining Unit members subject to the terms and conditions of this contract) who agree to coach athletic teams, will be awarded $500.00 incentive pay ($1,000 per year limit) for each full time Bargaining Unit Member.

SCHEDULE B:

The district would like the Schedule B to refresh each year with the new base salary established at BA step zero (0). The District's intent is to have this move forward each year (in perpetuity) to show respect to the coaches who have endured a pay freeze for 9 years.

If an athletic season is canceled, the coach will be paid their daily wage for the portion of their athletic season that was in session. The first day of the athletic season will be the first day of allowed practices according the MHSAA. The last day of the athletic season will be the last regular season game. Daily wage will be calculated by salary divided by total days of athletic season.

Schedule B

| % of Base | Activity |
|---|---|
| 5.0% | High School Cheerleading |
| 3.0% | Jr. High Cheerleading/Jr. High Track/ 8th Grade Basketball |
| 10.0% | Head Varsity Football/ Volleyball/ Basketball |
| 6.5% | Varsity Football Assistant Coaches (2) |
| 6.5% | JV Football/ Volleyball/ Basketball |
| 3.5% | JV Football Assistant Coach |
| 3.25% | Freshman Volleyball/ Basketball |
| 4.0% | B/G Separate Varsity Track |
| 2.5% | Assistant Track Coaches (2) |
| 2.5% | 7th Grade Basketball |
| 2.5% | B/G Combined Golf |

The Base used to determine Schedule B wages will be the current school year's BA step 0.

Years of experience credit will be paid according to the chart below:

| Years of Experience | % of base (multiplier) |
|---|---|
| 0 | 1.00 |
| 1 | 1.04 |
| 2 | 1.08 |
| 3 | 1.12 |
| 4 | 1.16 |
| 5 | 1.2 |
| 6 | 1.24 |
| 7 | 1.28 |
| 8 | 1.32 |
| 9 | 1.36 |
| 10 | 1.4 |
| 11 | 1.44 |
| 12 | 1.48 |

# Article XXIII

## Insurance

**Medical Insurance:**

District agrees to prefund the ABC Plan HSA deductible at the maximum amount of $1,100 in January of each year. The employee will pay back the pre-funded amount through payroll deductions from January through June 30th. The employee will pay the district the unearned balance if they terminate their employment before the end of the 6 months of coverage. An employee who leaves the district and has their HSA account prefunded, will need to repay the district via their final paychecks. If their final paychecks are not sufficient to cover this cost, the employee must pay back the remaining balance within 5 months of leaving the district.

Beginning July 1, 2025 new hires will have the option of having $1,100 of their HSA funded by October of their first year.

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). Plans will be decided by the Coalitions Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UP APA, or if the UP APA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long-term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

( Non-Medical Benefit Plan-Benefit Options) per MESSA Quote ID # 354630

**July 1, 2024 – June 30, 2026**

| | |
|---|---|
| Dental: | |
| Dental: Class I: | 100% |
| Dental: Class 2: | 100% |
| Dental: Class 3: | 85% |
| Annual Max: | $2,500 |
| Dental: Class 4: | 85% |
| Lifetime Max: | $3,500 |
| Riders: | 2 Cleanings |
| Vision: | VSP 3 Plus P 250CL |
| Life Insurance Rate/$1000 | $50,000 |

| | |
|---|---|
| AD&D<br>Rate/$1000 | $50,000 |
| LTD Benefits<br>Max Monthly Salary:<br>Waiting Period: | 80% Max $5,000<br>$8,333;<br>180 CDSW |
| Alcohol/Drug:<br>Mental/Nervous:<br>Soc. Sec. Offset:<br>Pre-Exist Condition:<br>COLA:<br>Rate/$100<br>Covered Salary | Same as any other illness;<br>Same as any other illness;<br>Family<br>Waived<br>No |

The board in accordance with the preceding paragraphs shall provide premium contribution payments as described below toward an employee (Non-Medical Benefit Plan- from **July 1, 2024 through June 30, 2026.**

| | |
|---|---|
| Full Family Plan: | $ 100.0% of the total monthly premium |
| Two Person Plan: | $ 100.0% of the total monthly premium |
| Single Subscriber Plan: | $ 100.0% of the total monthly premium |

A. Pursuant to Section 125 of the Internal Revenue Code, each bargaining unit member for whom such contributions are made shall retain all non-forfeitable right and full control over the tax-deferred annuity plans. All employee contributions to their Health Plan will be by pre-tax dollars in accordance with a 125 Plan.

In lieu of health insurance, the employee shall receive in cash, an amount set forth below. Such cash may be contributed to a TSA plan as allowed by federal law.

Each teacher may elect to take health insurance or options or cash.

The teacher may choose cash in lieu of health insurance at a rate of no more than **$500** per month.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the teacher's fringe benefits, shall continue throughout the balance of the school year in accordance with Public Act 152 of 2011.

# Article XXIV

## Miscellaneous Provisions

A. All individual teacher contracts shall be made expressly subject to terms of this Agreement which covers the same school year as the individual teacher contract.

B. The provisions of the agreement shall be incorporated into and considered part of the established policies of the Board.

C. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. The final school calendar will be determined by the Board and the Association.

E. Mentor Teachers. A mentor teacher shall be defined as a Master Teacher, a college professor, or a retired Master Teacher as identified in section 1526 of the School Code, as in affect or as amended, and shall perform the duties of a Master Teacher as specified in the code. Each teacher in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher in a joint decision by the Association and an individual who can offer assistance, resources and information in a non-threatening collegial fashion.

1. A Mentor Teacher shall be assigned in accordance with the following:

    i. Participation as a Mentor Teacher shall be voluntary.
    ii. The District shall immediately notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has changed.
    iii. The assignment of the Mentor Teacher shall be finalized within ten (10) work days after the notification.
    iv. Every effort shall be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
    v. Mentees shall only be assigned to one (1) Mentor teacher at one time.
    vi. The mentor Teacher assignment shall be for one (1) year

subject to review by the Mentor Teacher and Mentee at the end of each semester. The appointment may be renewed in succeeding years.

Because the purpose of the mentor/mentee match is to acclimate a teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential, except as required by law, and shall not, in any fashion, be a matter included in the evaluation of the other. Further, the Mentor Teacher shall not testify as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee testify as a witness in any grievance or administrative hearing involving the Mentor Teacher.

Where possible the Mentor Teacher and Mentee shall be assigned common preparation time(s), if applicable.

Mentees shall be provided with such professional development induction into teaching as required by law.

Mentor Teacher shall be compensated at the rate of $750 per year. The mentor will be responsible for meeting with Mentee monthly. Documentation of meetings (sign-in sheets/agendas) shall be kept by the Mentee. Upon notification to the Association and Administration of a severe personality conflict between the mentor and mentee, a replacement mentor will be found.

F. Within the first five years with the school district, $500.00 year shall be awarded for tuition reimbursement expenses.

G. Except in life threatening circumstances, the regular classroom teacher shall not be required to perform medical, hygiene, or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering and/or toileting, or extreme medical needs (situations outside of the scope of the employee's required first aid training) of the student. Teachers will be notified of all students in their class who have medical conditions requiring special attention. Provided that: Current law will be followed on confidentiality and right to privacy.

## Article XXV

Reopener Clause

This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

## Article XXVI

Duration of Agreement

**2024-2026**

This agreement shall be effective as of **August 14, 2024** and shall continue in effect until **June 30, 2026.**

By _____ By _____

President President

_____ 10-16-2024

10-16-2024 Lauren Dom 10/16/24

_____ _____

_____ _____

## Bark River-Harris Schools

## Senority List

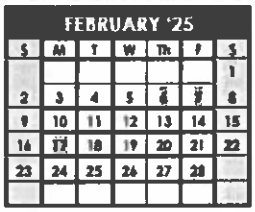
### July 1, 2024

| | | |
|---|---|---|
| 1 | BILSKI, JAMES | 8/26/1991 |
| 2 | PRATI, THEODORE | 5/22/2001 |
| 3 | STRAHL, LAURIE | 6/9/2003 |
| 4 | HALL, LISA | 7/14/2003 |
| 5 | CARTWRIGHT, BEN | 6/13/2005 |
| 6 | REYNOLDS, MICHAEL | 7/11/2005 |
| 7 | MADALINSKI, ANNE | 7/18/2007 |
| 8 | ROBINETTE, MELISSA | 7/18/2007 |
| 9 | STENBERG, ALLEN | 9/8/2008 |
| 10 | MERCIER, ADAM | 6/22/2010 |
| 11 | PRICA, NANCY | 9/13/2010 |
| 12 | ERICKSON, KRISTY | 5/9/2011 |
| 13 | SAUNDERS, AMANDA | 7/11/2012 |
| 14 | STENBERG, TERRA | 7/9/2014 |
| 15 | IVES, BRADLY | 7/1/2015 |
| 16 | ROBITAILLE, CHERI | 7/1/2015 |
| 17 | BOTWRIGHT, ALLEN | 9/9/2015 |
| 18 | MATTSON, MICHELLE | 9/1/2016 |
| 19 | BEHNKE, APRIL | 7/12/2017 |
| 20 | HAYS, AMBER | 7/12/2017 |
| 21 | NUTTALL, AMY | 5/16/2018 |
| 22 | LABAY, ANGELA | 6/23/2021 |
| 23 | LISAC, JORDAN | 7/21/2021 |
| 24 | DUBOIS, LYNN | 9/8/2021 |
| 25 | WELCH, PAIGE | 2/2/2022 |
| 26 | WALECHKA, GEANA | 8/10/2022 |
| 27 | LIPPENS, NICK | 8/10/2022 |
| 28 | GEARHART, BETHANY | 8/10/2022 |
| 29 | POUPORE, PAULINE | 9/14/2022 |
| 30 | SOPER, WILLIAM | 10/12/2022 |
| 31 | RAETHER, TYLER | 4/12/2023 |
| 32 | MCINERNEY, CLAIRE | 5/10/2023 |
| 33 | ANDERSON, KALI | 7/12/2023 |
| 34 | TAYLOR, HEATHER | 7/12/2023 |
| 35 | DUBORD, BRITTANY | 8/9/2023 |
| 36 | SOPER, EMILY | 5/8/2024 |
| 37 | WRIGHT, TERESA | 5/8/2024 |
| 38 | CARPENTER, KELLY | 6/26/2024 |
| 39 | JENSEN, MEAGHEN | 6/26/2024 |
| 40 | ROSE, SIMON | 6/26/2024 |
| 41 | SEYMOUR, SARA | 7/17/2024 |
| 42 | ROBITAILLE, MELISSA | 8/7/2024 |
| 43 | TIGHE, CAROL | 9/11/2024 |
| 44 | OSWALD RUTH | 9/11/2024 |

# Bark River-Harris Tentative 2024-2025 CALENDAR



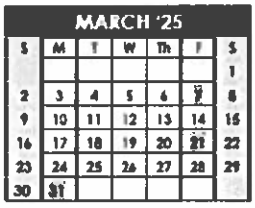

21 Teacher In-Service
22 Teacher In-Service
Open House
26 First Day of School
30 No School




6 11:34 Early Dismissal
Parent Teacher
Conferences 1-5 p.m.
7 11:34 Early Dismissal
Teacher In-Service
17 No School
Presidents Day




2 No School – Labor Day
27 11:34 Early Dismissal




7 11:34 Early Dismissal
Teacher In-Service
21 End of Marking Period
31 No School
Spring Break




11 No School
Teacher In-Service
25 11:34 Early Dismissal
Teacher In-Service
Grandparents Day
End of Marking Period




1-4 No School
Spring Break
18 No School
Good Friday




7 11:34 Early Dismissal
Parent Teacher
Conferences 1-6 p.m.
8 11:34 Early Dismissal
Teacher In-Service
15 No School – Deer Day
27-29 No School
Thanksgiving Break




22 High School Graduation
23 11:34 Early Dismissal
26 No School
Memorial Day
29 11:34 Early Dismissal
30 11:34 Early Dismissal
End of Marking Period
Last Day of School

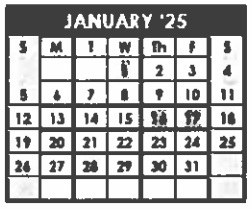



23-31 No School
Christmas Break



**Trimester Dates for Readiness Kindergarten – 2nd Grade:**

August 26 – November 22
November 25 – February 21
February 24 – May 30




1 No School
Christmas Break
16 11:34 Early Dismissal
17 11:34 Early Dismissal
End of Marking Period

School Calendar Template © calendarlabs.com

# Letter of Agreement between the Bark River-Harris Schools and the Bark River-Harris Education Association

It is understood and agreed that the following individuals shall receive off schedule payments equal to the amounts listed below. These payments are subject to MPSERS reporting and shall be dispersed equally throughout their payroll for the 2024-25 school year only. This provision was negotiated in good faith by both parties during the Summer negotiations of 2024.

| | |
|---|---|
| Kristy Erickson | $2,500 |
| Adam Mercier | $1,500 |
| Melissa Robinette | $500 |
| Amanda Saunders | $1,500 |
| Al Stenberg | $1,500 |
| **Total:** | **$7,500** |

**For the District:** 10-16-2024

**For the District:** 10/16/24

**For the Association:** 10/16/24

**For the Association:** 10-16-2024