

**MASTER AGREEMENT**

**Between**

**BARRY INTERMEDIATE EDUCATION ASSOCIATION**

**and**

**BARRY INTERMEDIATE SCHOOL DISTRICT**

**2011 - 2014**

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## AGREEMENT

This Agreement entered into this 10<sup>th</sup> day of May, 2011, 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 represented by the Association in the bargaining or negotiating unit as above defined.

- A. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Revised School Code, Michigan Teacher Tenure Act, or applicable Civil Service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### ARTICLE 2 BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, State and Federal Law, the Constitutions of the State of Michigan and the United States.
- B. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association, either as to the taking of actions under such rights, or with respect to the consequence of such action during the term of the Agreement. The

Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:

- 1 Establish policies, manage, and control the Intermediate District, its facilities, equipment and its operations and to direct its working forces and affairs.
- 2 Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all personnel.
- 3 Hire all employees and, subject to the provisions of the law, determine their qualifications and the conditions of their continued employment or their dismissal or demotions and to promote or transfer the work force and lay off employees.
- 4 Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or changes therein, the institution of new and/or improved methods or changes therein.
- 5 Adopt reasonable rules and regulations.
- 6 Determine the qualifications of employees and if necessary, include physical and mental health examinations by mutually agreed to medical personnel, the cost thereof to be borne by the Board.
- 7 Determine the number and location or relocation of its facilities.
- 8 Determine the placement of operations and the source of materials and supplies.
- 9 Determine the financial policies, including all accounting procedures.
- 10 Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.
- 11 Determine the insurance carriers for the district's employees.

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

ARTICLE 3  
TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that Association members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379.
- B. The Board shall make available to the Association all public information. Such information will be provided to the Association at a reasonable cost for time and material.
- C. Each teacher shall have the right to review and copy the contents of his/her own personnel file in accordance with state law. The teacher shall be allowed his/her choice of representation at this review. The review must be made in the presence of the Superintendent or designee.
- D. If complaints, reprimands, or materials that could be used to discipline a teacher are to be placed in a teacher's file, copies shall be given to the teacher prior to the placement in the file, and shall bear signature(s) of the individual(s) making and receiving such reports. Any teacher may submit a written statement of explanation relative to any of the above documents, and that statement must be included in the file.
- E. A teacher will have notice that a reprimand, warning or discipline is forthcoming. The teacher shall be entitled, at all times, to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction or discipline or delinquency in professional matters. If an Association representative is requested to be present, the availability of the representative shall not unduly delay the meeting. In no event shall the Administration be restricted from taking such protective action as it may determine to be necessary to protect the rights of students and others.
- F. No non-probationary teacher shall be disciplined, reprimanded, or warned without just cause. Any such discipline or reprimand shall be subject to the grievance procedure. The discharge of a probationary teacher 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 four (4) 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.

- H. Each bargaining unit member, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a service fee determined by the Association. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. The procedure for involuntary deduction shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. The Board, upon receipt of a request for involuntary deduction, shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

Pursuant to Chicago Teachers Union vs Hudson, 106 ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Non-Association bargaining unit. Such procedures including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any

other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

The Association will certify at least annually to the Board and at least Fifteen (15) days prior to the date of the first payroll deduction for the membership dues or service fees the amount of said dues or fees to be deducted and said dues or fees include only those amounts that are legally permissible.

The Association shall indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgements or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article. The Association pledges and agrees that it will not contest in any way the enforceability of this provision or seek to be excused from the commitment herein and that it will intervene and defend against any legal action from any party seeking to have this provision voided to any extent when requested by the Board.

#### ARTICLE 4 TEACHING CONDITIONS

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

#### ARTICLE 5 VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled which the Board does intend to fill.

- B. Whenever a vacancy in any existing permanent professional position or new professional position in the BISD shall occur, the Board will publicize the same by giving written notice of such vacancy to the Association. The Board will direct a copy of the posting to each laid off teacher with necessary certification, to the teacher's address as it appears on the record at the time the vacancy occurs and at least ten business days before the vacancy is filled.
- C. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional qualifications and background, certification, and attainment, of all applicants, the length of time each has been in the school system and any other relevant factors. The filling of such vacancies however shall be at the sole discretion of the Board.
- D. If an employee is not assigned to a position for which he/she applied, he/she shall be informed in writing, upon request, the reason(s) why he/she was not given the position.

ARTICLE 6  
LEAVES OF ABSENCE

- A. Attendance Incentive. A teacher who is absent from work for not more than three (3) scheduled work days during a full school year shall receive a one-time payment equal to two (2) days pay. Such sum shall be included in the teacher's last paycheck in June.
- B. Sick Leave. All teachers shall be pre-credited with nine (9) sick leave days at the start of each school year on the basis that they are earned at the rate of one (1) day per full month of service. In the event a teacher does not complete a full school year said credited sick leave shall be reduced proportionately on the basis of the portion of the school year not worked. If a teacher has used all of his/her accumulated sick leave and that which was credited at the start of the immediate school year, including any appropriate deduction as noted above, then said teacher shall have such excess sick leave days used deducted from his/her last pay check. Sick leave shall be allowed to accumulate from year-to-year up to a maximum accumulation of seventy-five (75) days. Teachers shall receive a confirmation of their accumulated sick leave credits with the first staff meeting of the school year.

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

1. A maximum of five (5) days per school year for any illness in the immediate family. Immediate family shall be defined as spouse, child (including step-child), parents, mother-in-law, or father-in-law residing at home.



2. A maximum of five (5) days per school year for any serious illness in the immediate family. Immediate family shall be defined as spouse, child (including step-child), parents, mother-in-law, or father-in-law.
3. One (1) day when emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care. Additional day(s) may be granted with the approval of the Superintendent.
4. Time, up to one (1) day, necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
5. All or any portion of a leave taken by a teacher because of medical disability may, at the teacher's option be charged to his/her available sick leave. Teachers desiring to return from an extended sick or medical disability leave may be required to obtain a medical doctor's certification that said employee is fit to return to work. The Board may request a further opinion from a medical doctor, of its choice and at its expense, that said employee is fit to return to work.

C. Leaves of absence with pay not chargeable against the teacher's sick 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 teacher subpoenaed before a court of competent jurisdiction to give testimony shall be compensated for the difference between said teacher's pay and pay received as witness fees for so testifying for each day the teacher is required before such Court for that purpose. This provision shall not apply to any teacher who is giving such testimony in an action where the teacher, teachers or the Association bring or is a party to such action against the Board of Education. A teacher released from said duty during the school day must report for duty at his/her regular teaching location as soon as reasonably possible upon being released by the Court in order to receive pay therefore, provided two (2) or more hours remain in the teacher's normally scheduled work day or a meeting has been scheduled for which the teacher would normally be

required to attend and the teacher has sufficient time to get to the meeting. Teachers 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.
4. Individual Teacher Business. Teachers may use up to two (2) days per school year for business purposes which cannot be reasonably conducted other than during normal duty hours and it is essential that the teacher's presence is required away from the school property. Except in emergency or unusual situations, as determined by the Superintendent or designee, such business leave will not be permitted on the last school day prior to, or the first school day following a recess period or during parent conference days.

Notification for the use of a business leave day must be submitted at least one (1) week in advance unless the teacher can demonstrate an emergency exists preventing the submission of timely notice. The notification must be made in writing to the Superintendent on a leave notification form provided by the Board. The Superintendent or his/her designee shall approve or disapprove the request and so notify the teacher in writing within forty-eight (48) hours of the submission of the request. By way of example, a business 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 business day on the same date. Misuse of the concept of business days may result in disciplinary action. Business days shall be non-accumulative.

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

5. Jury Duty. A leave of absence shall be granted a teacher called for jury duty. The teacher shall give the District one (1) week's notice before his/her scheduled jury duty. If requested by the Administration, teachers shall cooperate in seeking release from jury duty. The Board agrees to pay the teacher's daily salary for each day the teacher is required to perform jury duty, provided the teacher endorses over to the District the daily jury fee paid by the Court, (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been

scheduled to work. Teachers released from jury duty during the school day must report for duty as soon as reasonably possible upon being released by the court in order to receive jury duty pay, provided two (2) or more hours remain in the teacher's normally scheduled work day or a meeting has been scheduled for which the teacher would normally be required to attend and the teacher has sufficient time to get to the meeting.

- D. 1. Leaves of absence without pay may be granted upon application for the following reasons:
- a. Study related to the teacher's license field.
  - b. Study to meet eligibility requirements for a license for ISD employment other than that field held by the teacher.
  - c. Study, research or special teaching assignments involving probable advantage to the school system.
  - d. Military Leaves of Absence. Said leave shall be granted to any teacher(s) as required by law.
  - e. Child Care/Adoption Leave. A child care leave of up to one (1) year shall be granted to any teacher 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 teacher shall apply for adoptive leave. The leave shall commence when the teacher assumes custody of the child. The Board may extend these leaves for an additional year.
  - f. Medical Leave. Any teacher 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 teacher must provide a physician's statement reflecting the teacher is unable to return to work. During the leave, the employee's position will be filled by a substitute. Upon notice from the teacher's physician that the teacher is capable of returning to work and assuming his/her regular duties, the teacher will be returned to his/her position, if available, or a substantially equivalent position for which she/he is certified and qualified.
2. Any teacher 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 teacher on an unpaid leave of absence shall notify the Superintendent, in writing, of his/her intent to return from the leave at least four (4) weeks in advance of the return date.
  5. It is expressly understood the right to grant or reject leaves under a., b., and c. above rests solely with the Board of Education, or should the Board elect, with the Superintendent and said decision shall be final.
  6. All unpaid leaves shall be without Board-paid benefits and salary increments shall not accrue except in the case of military leaves of absences as referred to in 1., d, above. Seniority will not be interrupted during an unpaid leave. Sick leave days shall not accrue but unused sick 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. Teachers 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 teacher to a Board-appointed physician or other qualified professional personnel at Board expense if questions arise concerning an absence (paid or unpaid) or fitness for continued service.
- G. Worker's Compensation. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall receive from the Board the difference between the allowance under the Worker's Disability Compensation Act and his/her regular net salary for a period of three (3) months or the remaining time of contract, whichever occurs first. Upon completion of this three (3) month period, the teacher may use his/her accumulated sick leave on a prorated basis determined by the % of net earnings not covered by the Worker's Compensation received.

ARTICLE 7  
TEACHER EVALUATION

- A. The Board agrees not to violate the tenure act.

- B. Evaluations shall in part be based on formal observation as required by law or if requested by the teacher. The administration will provide a plan of assistance to the staff member, as required by law or if needed, for the purpose of improving job performance.
- C. The criteria to be used for teacher 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 teachers shall be given the criteria the first week of their employment with the District.
- D. Evaluations will be conducted by an appropriate immediate supervisor.
- E. A copy of the written evaluation shall be submitted to the staff member.
- F. Teachers shall sign the formal written evaluation which is placed in the file. Such signature shall be understood to indicate the teacher's awareness of the evaluation but not necessarily agreement with the content of the evaluation. Any teacher may submit a written statement explaining his/her position if there is a disagreement with the evaluation and the statement must be included whenever the evaluation is divulged to at third party. The staff member's explanatory notes shall be attached to the evaluation form.
- G. In accordance with Section 1526 of the Revised School Code, for the first three (3) years of employment in classroom teaching, a teacher shall be assigned one (1) or more master teachers who shall act as a mentor(s) to the teacher. During the same three (3) year period, the teacher shall also receive intensive professional development induction into teaching, based on a professional development plan that is consistent with the requirements of Section 3a of Article II of Act No. 4 of the Public Acts of the Extra Session of 1937, being section 38.83a of the Michigan Compiled Laws, including classroom management and instructional delivery. The intensive professional development induction into teaching shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors.

The program director shall make the mentor assignment(s). The Mentor Teacher assignment shall be subject to review by the Mentor Teacher and the Mentee after each semester. The Mentor Teacher, Mentee, or Administration may terminate the relationship at that time. Participation as a Mentor Teacher is voluntary.

Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher, if a member of this bargaining unit, or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of

the other. Further, the Mentor Teacher shall not be called as witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher.

- H. Whereas the State of Michigan requires five (5) professional development days for teachers, the parties agree to the following (Items 1-4 below) for all teachers who are required to be certificated as a condition of their employment:
1. All teachers will complete the five days of professional development between July 1<sup>st</sup> and June 30<sup>th</sup> of each school year. The Board will allow teachers 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. Teachers 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 30<sup>th</sup> should be listed on the document.)
  3. Failure to comply with the requirement to complete the five days of professional development as mandated by the State of Michigan will result in disciplinary action.
  4. Teachers who are within their first three years of teaching are considered to be “new to the profession” and must complete an additional fifteen days of professional development within a three year time span (Section 1526 of Public Act 335, 1993).

## ARTICLE 8 PROTECTION OF TEACHERS

- A. In the event a teacher is acting within the scope of his/her professional employment and a teacher without fault or negligence on his/her part, shall suffer damage to his/her personal clothing (including glasses, watch, costume jewelry), the Board shall reimburse the teacher for such damage up to \$250 for any loss not covered by the teacher’s personal insurance. The Board shall have no obligation to reimburse the teacher for any property whose presence on the premises was not reasonably necessary in the performance of the teacher’s professional duties. At the beginning of each school year teachers 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 teacher in seeking recovery from any party responsible for such loss.

- B. Any valid complaints by a parent of a student directed toward a teacher to the Intermediate School office shall be promptly called to the teacher's attention. Should the parent request a meeting with the Board regarding said complaint, the teacher, at his/her request, may be accompanied by a representative from the Association.
- C. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- D. A case of assault upon a teacher shall be promptly reported to the Administration. The Administration will advise the teacher of his/her rights and obligations with respect to such assault and shall render assistance to the teacher in connection with the handling of the incident. This may include notification of law enforcement, judicial authorities and legal assistance.

ARTICLE 9  
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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. By mutual agreement of both the Board and the Association any and/or all parts of this contract may be reopened.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, pursuant to the provisions of this Agreement.

ARTICLE 10  
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher;
  2. Any matter involving teacher evaluation;
  3. Any matter for which there is recourse under state or federal statutes; and;
  4. Areas in which the tenure act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

C. The term “days” as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:

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

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

E. Procedure:

1. Level One – A teacher 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 teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two – A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within fifteen (15) days of receipt



of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the grievance officer of the Association, the Program Administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his/her office.

3. Level Three – Individual teachers shall not have the right to process a grievance at Level Three.
  - a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the Level Two decision is received, refer the matter in writing for arbitration. At that time, the parties shall mutually agree upon an arbitrator chosen from a panel of jointly selected arbitrators. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
  - b. Neither party may raise new facts at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
  - c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
  - d. Powers of the arbitrator are subject to the following limitations:
    1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    2. He/she shall have no power to establish salary scales.
    3. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there

will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

4. He/she shall have no power to interpret state or federal law.
  5. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  7. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- e. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.
- G. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative are to be at their assigned duty stations unless mutually agreed by the parties.
- H. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties.
- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- J. 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.
- K. The grievant or the Association may withdraw their grievance at any time prior to its referral to arbitration without prejudice.

ARTICLE 11  
SALARY AND BENEFITS

- A. The salaries of teachers covered by this Agreement are set forth in the Schedules which are attached to and incorporated in this Agreement. For the 2011-12 school year, teachers will receive an increase of 1.0% over the 2010-11 salary schedule; for the 2012-13 school year 1.0% will be added to the 2011-12 salary schedule; and for the 2013-14 school year 0.5% will be added to the 2012-13 salary schedule.
- B. A teacher 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 teacher 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 teacher who works less than fifty percent (50%) of the school year shall remain on the same salary step for the following school year. Teachers shall be paid pro-rata for the time worked per day/per year.
- D. Teachers 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. Teachers required in the course of their work to drive personal automobiles shall receive mileage.

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

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

- F. Insurance. Upon acceptance of written application, the Board agrees to pay annual increases up to 12% for all permanent full time Association members and their dependents for the following health insurance protection:
  - 1. MESSA Choices II PPO will be provided to teachers as follows:

\$10/25/50 OV/UC/ER Copay, \$200/400 Deductible, \$10/20 RX Copay  
Dental Plan - 90/90/50: 90/90/50/50 \$1,000 Annual Maximum  
Vision Plan - VSP2 Silver  
\$20,000 group term life with AD&D  
Long Term Disability Insurance (LTD)

Each employee electing insurance coverage will pay \$25 per pay period.  
\$25 per pay period x 26 pay periods = \$650 per employee.

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

9. Board insurance premium contributions shall cease to be paid on unpaid leaves authorized under Article 6.
- G. Optional Benefits. Teachers 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.
- H. The Board agrees to reimburse all permanent full time teachers for graduate level tuition up to \$165.00 per semester hour for the duration of the contract. Only six semester hours per year from an accredited college or university will be reimbursed. To be eligible for summer course tuition reimbursement, the teacher must honor a contract to return the following year. Permanent teachers working less than full time will receive a pro rata amount towards graduate level tuition reimbursement. Official transcripts from the University Registrar are to be sent to the Superintendent upon completion of the coursework. Payment will be made upon satisfactory completion of the course (C or 2 point grade). The courses must be taken in the area of certification. 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.
- I. 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 H.
- J. Extra Pay for Extra Duties. Teachers hired to perform identical duties beyond the days/hours specified in the contract will be reimbursed at the same rate per hour as the current contract they are working under. Teachers 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.
- K. 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 will be agreed upon by the Board and the BIEA.
- L. 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 the district identified financial institution where they will receive their total pay. Any fee or financial cost associated with the initial deposit to the financial institution or first withdrawal from the financial institution will be paid by the district. Payroll statements will be sent to the employee by electronic means.

ARTICLE 12  
SCHEDULE OF SALARY PAYMENTS

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

1. For services rendered the teacher 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 teacher, the total sum to equal the contract salary.
2. The teacher will, upon written request, receive the balance of his/her contracted salary at the conclusion of the school year in lieu of twenty-six equal payments. Such request must be made by the First of May.

ARTICLE 13  
EXPERIENCE CREDIT

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

ARTICLE 14  
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. Teachers will file an evaluation form for the conference if requested by the administration.
- B. Food and Lodging. Food payable up to forty dollars (\$40.00) per day. Gratuities may be included within the forty-dollar limit. Lodging will be reimbursed at the room rate on the preapproval form. If two staff are staying together in the same room only one room rate will be reimbursed. Receipts are required for all conference expenditures within fourteen days of the end of the conference.
- C. Travel. Travel shall be reimbursed at current mileage rate or cost of air or train fare. Conferences requiring air travel must be requested at least one month in advance. Tickets will be purchased by the Board at the best commercial rates available.

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

ARTICLE 15  
OUTSIDE EMPLOYMENT

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

ARTICLE 16  
LENGTH OF SCHOOL YEAR AND DAY

- A. The Board and the Association understand that the BISD calendar needs to closely resemble the days and hours of its constituent districts. The parties agree that the length of the school year will be (1218) twelve hundred eighteen hours in the 2005-06 school year. The Association agrees that there will not be any additional compensation for hours worked until hours exceed 1242 (184 days x 6.75 hours per day). The Board will develop the calendar with consideration given to the local district schedules. The calendar will be provided to the Association and they will be provided an opportunity for input. The Association agrees that as in the past, employees shall continue to serve the needs of students beyond the regularly scheduled hours, and also attend staff meetings, which extend beyond the normal working hours. Exceptions to scheduled working hours may be granted if written requests are submitted and approved by the teacher's immediate supervisor. Attendance at parent teacher conferences is important and all classroom teaching staff will attend parent teacher conferences on the schedule of the local school district in which their program is housed. Itinerant staff may be excused from parent teacher conferences by their immediate supervisor. A written request will be submitted. Staff excused from parent teacher conferences will work the day after conferences or make up the time within a 2-week period after conferences as approved by immediate supervisor.

- B. Teachers who are asked and agree to work the additional work days during the summer session shall return a signed contract on or before April 1 of the year for which they will work. Failure to return a signed contract by the deadline shall mean the employee does not want to be hired for the summer session.
- C. If school is delayed teachers are to report to their work stations at the rescheduled student starting time. If the delayed start becomes an inclement weather day, itinerant employees may either go home or remain at work. Teachers shall follow their local school district's cancellation and rescheduling policy.
- D. Teaching Hours: All teachers will work 1218 (twelve hundred eighteen) hours in the 2010-11 school year. Days and hours will be determined with input from local district calendars and the Association with the exception of first day of school, Christmas and Spring vacation which have been agreed to through 2016. Exceptions can be granted to scheduled hours if written requests are submitted to the immediate supervisor and approved by same. On days preceding holidays or extended vacations, teachers are free from duty at the close of the pupils' school day provided all required paperwork is submitted to the supervisor.
- E. Classroom Teacher Planning Time. Teachers who are assigned to a classroom on a full-time basis will be provided up to 24 hours of planning time per year. It is mutually agreed that this time will be taken in ½ day increments with prior approval by administration.

ARTICLE 17  
DEGREE EQUIVALENCY

Teachers shall receive equivalent credit for continuing education units and graduate credit on the basis of one (1) graduate credit equals thirty (30) contact hours of continuing education units. (Three [3] continuing education units equal one graduate credit.)

CEUs as used herein shall be defined as professional development acquired through seminars, conferences, workshops, etc. The CEUs shall have been approved in advance at the discretion of the Superintendent. The decision of the Superintendent is not subject to the grievance procedure.

ARTICLE 18  
LAYOFF AND RECALL PROCEDURES

- 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 teacher's effective date of employment.

B. Recall

Any teacher on layoff shall be recalled in reverse order of layoff provided he/she is properly certified/approved/registered/licensed/endorsed for the vacancy. No new teachers shall be employed by the Board while there are teachers of the Barry ISD on layoff, unless there are no laid off teachers with proper certification/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 teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teachers.

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

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

If a professional staff member is laid off, then recalled to a different position in a different area of certification, the teacher 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 tenured teachers and other Association members.

ARTICLE 19  
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. 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. In making appointments to the committee, at least two (2) members of the bargaining unit shall be appointed. Membership on the committee shall be voluntary.
  - 5. The Association Co-Presidents shall be given minutes of the meetings.

ARTICLE 20  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this Agreement, whether oral or written, and expresses all obligations of and restrictions imposed upon the District and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the District and the Association. The waiver

of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. If any Article or Section of this Agreement or any supplements thereto should be held invalid by legislative enactment or by any competent jurisdiction or tribunal, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Article shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, to the extent permitted by law.

ARTICLE 21  
CONTINUITY OF OPERATIONS

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

ARTICLE 22  
CONTRACT MODIFICATIONS

This is a three-year Agreement effective the 15<sup>th</sup> day of August 2011 through the 14<sup>th</sup> day of August 2014.

BARRY INTERMEDIATE  
SCHOOL DISTRICT

BIEA

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
BIEA Co-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
BIEA Co-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Representative

\_\_\_\_\_  
Date

## SALARY SCHEDULE

**2011-2012**

|           | <b>BA</b>     | <b>BA+15</b>  | <b>MA</b>     | <b>MA+15</b>  | <b>MA+30/SPEC</b> |
|-----------|---------------|---------------|---------------|---------------|-------------------|
| <b>1</b>  | <b>36,962</b> | <b>38,665</b> | <b>40,405</b> | <b>42,148</b> | <b>43,890</b>     |
| <b>2</b>  | <b>39,013</b> | <b>40,756</b> | <b>42,495</b> | <b>44,236</b> | <b>45,978</b>     |
| <b>3</b>  | <b>41,102</b> | <b>42,846</b> | <b>44,586</b> | <b>46,331</b> | <b>48,069</b>     |
| <b>4</b>  | <b>43,194</b> | <b>44,935</b> | <b>46,677</b> | <b>48,418</b> | <b>50,160</b>     |
| <b>5</b>  | <b>45,282</b> | <b>47,025</b> | <b>48,766</b> | <b>50,507</b> | <b>52,251</b>     |
| <b>6</b>  | <b>47,373</b> | <b>49,116</b> | <b>50,857</b> | <b>52,599</b> | <b>54,338</b>     |
| <b>7</b>  | <b>49,464</b> | <b>51,205</b> | <b>52,946</b> | <b>54,689</b> | <b>56,428</b>     |
| <b>8</b>  | <b>51,552</b> | <b>53,294</b> | <b>55,036</b> | <b>56,776</b> | <b>58,521</b>     |
| <b>9</b>  | <b>53,642</b> | <b>55,384</b> | <b>57,127</b> | <b>58,870</b> | <b>60,609</b>     |
| <b>10</b> | <b>55,733</b> | <b>57,476</b> | <b>59,215</b> | <b>60,958</b> | <b>62,700</b>     |
| <b>11</b> | <b>57,824</b> | <b>59,566</b> | <b>61,306</b> | <b>63,050</b> | <b>64,788</b>     |
| <b>14</b> | <b>59,912</b> | <b>61,655</b> | <b>63,396</b> | <b>65,138</b> | <b>66,879</b>     |
| <b>17</b> | <b>62,002</b> | <b>63,744</b> | <b>65,486</b> | <b>67,229</b> | <b>68,971</b>     |
| <b>20</b> | <b>63,397</b> | <b>65,179</b> | <b>66,960</b> | <b>68,742</b> | <b>70,523</b>     |
| <b>23</b> | <b>67,022</b> | <b>68,906</b> | <b>70,788</b> | <b>72,742</b> | <b>74,556</b>     |

## SALARY SCHEDULE

**2012-2013**

**1.0%**

|           | <b>BA</b> | <b>BA+15</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30/SPEC</b> |
|-----------|-----------|--------------|-----------|--------------|-------------------|
| <b>1</b>  | 37,295    | 39,051       | 40,809    | 42,570       | 44,328            |
| <b>2</b>  | 39,403    | 41,163       | 42,920    | 44,678       | 46,438            |
| <b>3</b>  | 41,513    | 43,275       | 45,032    | 46,794       | 48,550            |
| <b>4</b>  | 43,626    | 45,384       | 47,144    | 48,903       | 50,661            |
| <b>5</b>  | 45,735    | 47,495       | 49,253    | 51,012       | 52,774            |
| <b>6</b>  | 47,847    | 49,607       | 51,365    | 53,125       | 54,881            |
| <b>7</b>  | 49,958    | 51,717       | 53,476    | 55,236       | 56,992            |
| <b>8</b>  | 52,068    | 53,827       | 55,586    | 57,344       | 59,107            |
| <b>9</b>  | 54,179    | 55,938       | 57,698    | 59,459       | 61,215            |
| <b>10</b> | 56,290    | 58,051       | 59,807    | 61,567       | 63,327            |
| <b>11</b> | 58,402    | 60,161       | 61,919    | 63,681       | 65,436            |
| <b>14</b> | 60,511    | 62,272       | 64,030    | 65,789       | 67,548            |
| <b>17</b> | 62,622    | 64,382       | 66,141    | 67,901       | 69,661            |
| <b>20</b> | 64,031    | 65,831       | 67,630    | 69,429       | 71,228            |
| <b>23</b> | 67,692    | 69,595       | 71,496    | 73,470       | 75,302            |

## SALARY SCHEDULE

**2013-2014**

**.5%**

|           | <b>BA</b> | <b>BA+15</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30/SPEC</b> |
|-----------|-----------|--------------|-----------|--------------|-------------------|
| <b>1</b>  | 37,481    | 39,247       | 41,013    | 42,783       | 44,550            |
| <b>2</b>  | 39,600    | 41,369       | 43,134    | 44,902       | 46,670            |
| <b>3</b>  | 41,721    | 43,491       | 45,257    | 47,028       | 48,792            |
| <b>4</b>  | 43,844    | 45,611       | 47,380    | 49,147       | 50,915            |
| <b>5</b>  | 45,964    | 47,732       | 49,500    | 51,267       | 53,038            |
| <b>6</b>  | 48,086    | 49,856       | 51,622    | 53,390       | 55,156            |
| <b>7</b>  | 50,208    | 51,976       | 53,743    | 55,513       | 57,277            |
| <b>8</b>  | 52,328    | 54,096       | 55,864    | 57,631       | 59,402            |
| <b>9</b>  | 54,449    | 56,218       | 57,986    | 59,756       | 61,521            |
| <b>10</b> | 56,572    | 58,341       | 60,106    | 61,875       | 63,643            |
| <b>11</b> | 58,694    | 60,462       | 62,229    | 63,999       | 65,764            |
| <b>14</b> | 60,814    | 62,583       | 64,350    | 66,118       | 67,886            |
| <b>17</b> | 62,935    | 64,703       | 66,472    | 68,240       | 70,009            |
| <b>20</b> | 64,351    | 66,160       | 67,968    | 69,776       | 71,585            |
| <b>23</b> | 68,030    | 69,943       | 71,853    | 73,837       | 75,678            |