



ATAS

# POLICY

*Between the Bay-Arenac ISD Board of Education and the  
Academic, Technical, and Administrative Support Group  
July 1, 2019 - June 30, 2022*

# **THE ACADEMIC, TECHNICAL, AND ADMINISTRATIVE SUPPORT GROUP POLICY**

This agreement covers persons employed by Bay-Arenac ISD who are not members of any bargaining unit, known as the Academic, Technical, and Administrative Support Group. Positions may be added or removed as recommended by the Superintendent/Designee. Actual work days required will be determined by the Superintendent/Designee. This agreement is effective July 1, 2019 and expires on June 30, 2022.

## **POSITIONS**

The following positions are considered exempt from overtime pay through provisions of Section 13(a) (1) of the Fair Labor Standards Act (FLSA).

### **ACADEMIC SUPPORT**

Curriculum Consultant  
Guidance Counselor  
Career Development Counselor  
Placement Specialist  
Behavior Intervention Specialist  
Navigator  
Early Literacy Coach  
Technology Integration Specialist  
MiBLISi Implementation Specialist  
MiBLISi Professional Reading Content Specialist  
Student Success Coordinator

### **BUSINESS SERVICES**

Accountant

### **TECHNICAL SERVICES**

Network Engineer

The following hourly positions are considered nonexempt from overtime pay through provisions of Section 13(a) (1) of FLSA.

### **TECHNICIAN and APPLICATION SERVICES**

Computer Technician  
Application Support Specialist

### **ADMINISTRATIVE SUPPORT**

Administrative Assistant to Superintendent  
Administrative Assistant to Director of Finance  
Administrative Assistant to Director of Career Education  
Administrative Assistant to Director of Human Resources  
Administrative Assistant to Director of Instructional Services  
Administrative Assistant to Director of Special Education  
Administrative Assistant to Director of Technology  
Administrative Assistant to Director of Early Childhood  
Early On Family Service Coordinator  
School Readiness Specialist  
Starting Strong (Parents as Teachers) Home Visitor

## **NON-WORK DAYS**

The length of an exempt employee's work year is determined by the Superintendent/Designee and is shown in actual days. All other days are considered non-compensable/non-working unless authorized by the Superintendent/Designee. Upon leaving the employment of Bay-Arenac ISD, those who are paid on a 26 week basis will have their final check adjusted to reflect actual days worked during the year.

## **HOLIDAYS**

- A. All non-academic employees covered by this agreement are paid for the following holidays:
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - The Friday after Thanksgiving
  - Christmas Eve Day
  - Christmas Day
  - New Years Eve Day
  - New Years Day
  - Good Friday
  - Memorial Day
- B. Should the holiday fall on a Saturday, Friday shall be considered the paid holiday. Should the holiday fall on a Sunday, Monday shall be considered the paid holiday.
- C. Should a holiday, for which the employee is eligible, occur during the employee's vacation or other approved leave, the holiday shall not be counted against the employee's accrued leave.

## **VACATIONS**

Administrative support, business services, technical services, and technician and application services employees who work a minimum of 30 hours/week, 52 weeks/year shall be entitled to 21 paid vacation days per year. Employees who work more than 20 hours/week but less than 30 hours/week shall be entitled to 10 days of vacation. An additional 2 vacation days will be granted after 5 years of unbroken ATAS employment with the board.

- A. Vacation days shall not accrue from one year to the next.

Employees shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the ISD. All scheduling of vacation days is subject to the approval of the Superintendent/Designee.

- B. Employees, who terminate employment prior to completion of the fiscal year, shall be paid a prorated portion of unused days. As an example, an employee with 20 days of paid vacation shall be paid for 5 days if the employee terminates before 3 months in the fiscal year, from 3 to 6 months - 10 days, from 6 to 9 months - 15 days, and after 9 months - 20 days.

## **FACILITIES CLOSURE**

When conditions not within the control of the Superintendent cause the complete or partial closure of district facilities, group employees shall be notified of closure and whether they shall report.

## **LEAVES OF ABSENCE**

Sick leave with pay will be granted in cases of illness to the employee, spouse or dependent children. Employees may use twelve (12) sick leave days per year for the care of the employee's spouse, son, daughter, or parent(s). Employees will receive twelve (12) paid sick days per fiscal year and three (3) personal days. The total number of sick days accrued shall not exceed one hundred-fifty (150) days on June 30 of the year accrued. A reconciliation of each sick leave account will be made on July 1 of each year.

An employee is to notify their supervisor as early as possible on the day they become sick and complete required documents within the time period the days were taken. The Superintendent/Designee may require a doctor's statement for any or all sick days used. Personal business days may be taken only upon prior approval of the Superintendent/Designee.

Up to five (5) days leave will be granted in case of the death of employee's spouse, children, step-children, employee's parents, brothers or sisters, grandparents or grandchildren, up to three (3) days leave will be granted in case of the death of the employee's brothers-in-law or sisters-in-law, spouse's parents, grandparents or grandchildren providing employee attends funeral. Funeral leave will be paid for normal working days only. Additional time may be granted at the discretion of the Superintendent or his/her designee

## **TERMINAL PAY**

If an employee has ten (10) continuous years of service with Bay-Arenac ISD, upon retirement from Michigan Public School Employees' Retirement System, the employee will receive \$30.00 per day for all unused sick leave up to 150 days. Any employee that notifies the board 6 months prior of their intent to retire or termination of employment, except for disciplinary reasons, will receive (\$85) per day for a maximum of 150 days.

## **LEAVE OF ABSENCE WITHOUT PAY**

When a prolonged serious illness beyond the provisions of the Family Medical Leave Act and/or the accrued sick leave allowance necessitates personal illness/disability leave up to one (1) year may be granted by the Superintendent/Designee upon written statement from a physician. Application for such leave shall be made 30 days prior to commencement of the leave. The administration has a right to receive periodic recertification from the employee's health care provider during the leave period and a medical certification of the employee's fitness to return to duty at the expiration of the leave period. An employee returning from leave provided for in this paragraph shall be given benefits provided by the Board benefit plan subject to limitation of the benefit provider and with no advancement on the salary schedule. The administration shall make every effort to return the employee to their position if it still exists or an equivalent position within the limits of state and federal statute and Board Policy.

### Family Medical Leave Act (FMLA) Leaves/Michigan Paid Medical Leave Act (PMLA):

1. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
2. The twelve week allowance referred to in the FMLA will be based on July 1<sup>st</sup> to the following June 30th of each year.
3. As prescribed and required by the FMLA, the District will provide insurance benefits as per the ¶ A, of the Insurance section of this agreement.
4. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay to which the employee is entitled, as provided by the

FMLA.

5. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from a District appointment physician. Any second or third opinion will be paid for by the District, if not covered by insurance.
6. Any paid leave provided for in this agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA).
7. FMLA leave must be applied for. Application should be completed and approved prior to leave whenever possible.

## **BENEFITS**

The Board shall make premium payments on behalf of employees covered under this agreement for group life insurance protection in the amount of \$30,000.00 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance benefit will double the specified amount. Any employee will be eligible for the \$30,000.00 group term package who is employed on a 185 to 52 week schedule.

Health Insurance Medical Coverage and Costs: Full-time employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the plan(s) in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below) paid per eligible Employee:

- Single: \$557.10
- Employee and Spouse: \$1,165.06
- Family: \$1,519.36

(Collectively the "Monthly Contributions") To be adjusted January 1 of each year of agreement per annual cost limitations

From the above listed Monthly Contributions, the Board shall deduct in a prorated amount per employee, where applicable, any payments already made, or that will be made, by the Board during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to Public Act 152 of 2011 (collectively the "Supplementary Payments"). If the total value of the Supplementary Payments already made, or that will be made, during the "medical benefit plan coverage year", exceeds the aggregate Monthly Contributions, the Board shall reduce the payments that will be made during the "medical benefit plan coverage year" toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate Monthly Contributions cap. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from employee wages any past Supplementary Payments already made which are necessary to comply with Public Act 152 of 2011. The Monthly Contributions in Section B are subject to change pursuant to Public Act 152 of 2011. The Board shall confer with the Association regarding changes to the contributions.

The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties,

taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.

If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in subsection B.

Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make Health Care deduction of any amounts due from the Employee's wages, above the Board's hard cap and shall be held harmless from any liability arising from the deduction.

Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.

Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA)

Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). Employees may apply (1/2) one half of the Board's monthly hard-cap contribution for a single subscriber per month toward the following options provided through the District's Section 125 Plan: Cash, Group Term Life, or a tax shelter annuity of the Board's choice.

Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).

Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.

Unless otherwise delineated by law or regulation or the terms of the agreement then in effect, eligible Employees shall receive insurance as of the 1st day of their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District).

The "medical benefit plan coverage year" shall run from January 1 to December 31 of each year. The Board shall be the policyholder.

The Board will provide Dental Coverage for employee, spouse, and dependent children.

The Board will provide Vision Care plan for employee, spouse, and dependent children.

In the event that an employee is absent because of illness or injury and has exhausted sick leave accrual, medical benefits will continue for six months. Employee will be covered by fringe benefits the first day of return from an authorized leave of absence or the first date of employment, subject to the limitation of the insurance carrier.

In the event of layoff, an employee's life, medical benefit will be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Subject to the limitations of the insurance carrier, employees who terminate or are laid off may elect to continue medical benefits to the extent allowed by COBRA. Benefit premiums are due to the Board prior to the premium date. Employees will be covered by fringe benefits at the Board's expense the first day of return from a layoff.

### **TRAVEL**

Employees shall be reimbursed for travel while on district business per Board Policy, the Expense Reimbursement Procedures, and at current IRS rates.

### **JURY DUTY**

An employee who is off work for jury/subpoena duty will be paid his/her full salary for time missed. If an employee is released from jury/subpoena duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day. The amount the employee is paid for jury/subpoena duty from the court, less any meal or mileage reimbursement, will be paid to the

Board and the employee will receive his/her regular paycheck.

### **TUITION REIMBURSEMENT**

The Board will reimburse employees for education course work from an accredited educational institution, relevant to their current position, to a maximum of \$1,000.00 per year.

All course work to be taken must be specifically approved by the Superintendent/Designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon submission of successful completion of the course and a paid receipt.

### **PROFESSIONAL EVALUATION**

“Non-tenure” employees shall be evaluated at least once every two years. “Non-tenure” employees shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Teacher’s Tenure Act but who hold state approval or state authorization appropriate to their assignments and who have 4 years experience in the district or whose positions are defined in the Administrative Support, Administrative Services, Technical Services, or Technician and Application Services group.

Each employee will have a right to review, upon request, the contents of his/her personnel file other than those materials exempt by the Bullard-Plawecki Act.

### **SALARIES**

Initial placement on the salary schedule (Appendix A) attached to and incorporated herein is determined by the Superintendent/Designee. Advancement to the next lane will depend on successful completion of course work in an approved program from an accredited degree granting institution, appropriate to the position held on July 1<sup>st</sup> of each school year. Employees who receive certification or a degree during the school year will be advanced in the next pay period following submission of evidence of completion. Programs of study which lead to a certificate or degree used for advancement on the salary schedule must have prior approval by the Superintendent/Designee. Each salary will be discussed with the employee prior to any adjustment.

Eligible bargaining unit members who end their 11<sup>th</sup> year of unbroken employment with the Board shall receive a longevity payment of \$500, 15<sup>th</sup> year of unbroken employment with the Board shall receive a longevity payment of \$750. After completing their 20<sup>th</sup> year, they shall receive \$1,000. Payment will be in June of each year and will not be prorated for partial years.

- A. In July 2019 all employees in the ATAS policy group that have unbroken employment with the Board of Education since April 1, 2011 will receive an additional step improvement as long as they are not at the top step of their salary schedule.
- B. All employees employed on June 30, 2019 will receive one step advancement beginning with the employees’ first pay of hours in the 2019-2020 fiscal year.
- C. All employees employed on June 30, 2020 will receive one step advancement beginning with the employees’ first pay of hours in the 2020-2021 fiscal year.
- D. All employees employed on June 30, 2021 will receive one step advancement beginning with the employees’ first pay of hours in the 2021-2022 fiscal year.
- E. All employees that are already at the top of the salary schedule shall receive a one-time payment of \$1000 on the employees’ first pay each of the 3 fiscal years covered by this policy less applicable taxes and retirement contribution.



**APPENDIX A  
2019-2022**

**Academic Support  
(Salaries based on 185 days/year)**

Step	BA	MA	MA+15	MA+30
1	44,740	49,262	49,812	50,361
2	47,170	51,914	52,464	53,012
3	49,583	54,541	55,091	55,640
4	52,353	57,559	58,109	58,658
5	54,758	60,140	60,690	61,240
6	57,228	62,811	63,361	63,909
7	59,691	65,434	65,984	66,571
8	62,095	68,095	68,645	69,194
9	63,522	69,941	70,491	70,998
10	65,040	71,969	72,519	73,069
11	66,534	73,656	74,206	75,465
12	68,064	74,855	75,405	76,350
13	69,630	75,980	76,530	77,880

**Administrative Support  
Hourly Rate**

**Exempt  
Administrative Support**

Step	Administrative Support Hourly Rate		Step	Exempt Administrative Support	
	Non-Degree	Plus 30 Hours		AA/60 Cr.	BA
1	21.41	22.04	1	44,533	45,843
2	22.00	22.64	2	45,760	47,091
3	22.60	23.27	3	47,008	48,402
4	23.19	23.89	4	48,235	49,691
5	23.79	24.49	5	49,483	50,939
6	24.39	25.10	6	50,731	52,208
7	24.98	25.70	7	51,958	53,456
8	25.58	26.33	8	53,206	54,766
9	26.17	26.93	9	54,434	56,014
10	26.80	27.60	10	55,790	57,410

**Technical, Technician, and Application Services**

Step	Technical, Technician, and Application Services		Step	Application Support Specialist
	Network Engineer	Computer Technician		Application Support Specialist
1	50,604	16.24	1	21.79
2	51,957	16.90	2	22.48
3	53,310	17.99	3	23.17
4	54,663	18.68	4	23.87
5	56,016	19.56	5	24.56
6	57,369	20.45	6	25.25
7	62,417	21.33	7	25.95
8	63,975	21.86	8	26.65
9	65,575	22.40	9	27.34
10	67,215	22.95	10	28.03
			11	28.73
			12	29.42
			13	30.12

## **APPENDIX B**

Employees that serve as Student Club Advisors shall receive \$25 \* 8 hours per day, for instructional responsibilities during all days beyond the regular 185 day school calendar. This stipend is only available for service at a regional, state, or national competition/convention and must involve the chaperoning of students. In addition, the event must be regulated by the student club organization and not created by the employee.

Employees that serve as Student Club Advisors after school hours during the regular 185 day school calendar shall receive \$25 per hour up to a maximum of 4 hours. This stipend is only available for service at a regional, state, or national competition/convention and must involve the chaperoning of students. In addition, the event must be regulated by the student club organization and not created by the employee.