

**AGREEMENT**

**between**

**THE BAY CITY ASSOCIATION OF SCHOOL  
ADMINISTRATORS**

**and**

**THE BAY CITY BOARD OF EDUCATION**

**COVERING THE YEARS:**

**2011-2012**

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# BCASA MASTER AGREEMENT 2011-2012

## 1.00 PREAMBLE

### 1.10

This Agreement, entered into this 1st day of September, 2011, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "Board," and the Bay City Association of School Administrators, hereinafter called the "Association."

### WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Bay City School District is their mutual aim; and

WHEREAS, educational administrators are qualified to assist in suggesting and developing policies and programs designed to improve educational standards; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this Agreement;

THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree to the following Articles and/or provisions:

## 2.00 RECOGNITION:

### 2.10 MEMBERSHIP:

The Bay City Board of Education recognizes the Bay City Association of School Administrators as the sole and exclusive representative for all administrative personnel in the classifications of Principal; Assistant Principal; High School Assistant Principal/Athletic Director; certified directors including but not limited to Director of Alternative Education, Director of College Preparation Services, Director of Special Education, Director of State and Federal Programs & Student Services, Director of Transportation. Other administrative positions will be included in the Association provided such position or positions are deemed to be essentially in the normal categories included herein by the parties hereto.

### 2.20 EXCLUSIONS:

The Bargaining unit shall not include: Superintendent of Schools, Executive Assistant to the Superintendent, Director of Curriculum (K-12), Director of K-12 Assessment & Curriculum Support Services, Director of Building Operations, Director of Facilities, Director of Finance, Assistant Director of Finance, Director of Food Service, Director of Technology, teachers and other non-instructional non-administrative Administrators.

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### 3.00 ADMINISTRATIVE CONTRACTS

#### 3.10 EVALUATION

Any Administrator who receives a satisfactory evaluation shall be considered as being on a two-year contract which is renewed yearly. An Administrator placed on probation under the provisions of Article 9.00 will not have the two-year contract renewed and will be operating on the second year of his/her contract period. The two-year contract will be reinstated when the Administrator receives a satisfactory evaluation.

#### 3.15

Should the Administrator not be evaluated as provided herein, the Administrator's efforts and professional services shall be deemed conclusively to be at least satisfactory in all respects and for all purposes, subject to termination only as provided in the provision for reduction in administrative staff provided in Article 17.00.

#### 3.20 TENURE AS A TEACHER

Administrators, by Board action and pursuant to Section 1 of Article 3 of the Michigan Tenure Act, shall not be included under the provisions for continuing tenure as administrators. However, the Administrator is included in those provisions of the statute relative to his tenure as a teacher.

#### 3.30

Every Administrator who has satisfactorily completed the probationary period under the Michigan Tenure Act shall have tenure as a teacher in the Bay City Public Schools. Any necessary reduction of Administrative personnel shall mean the Administrator so affected will, if he/she has sufficient seniority as a teacher, be reassigned to a teaching position for which he/she is certified and qualified, unless he/she becomes eligible for involuntary transfer to another administrative position. Any such necessary involuntary reassignment of position shall not contravene the Administrator's right to his/her contractual salary for the following contractual year if such reassignment comes after June 30.

### 4.00 RIGHTS OF THE ASSOCIATION

#### 4.10

The Board hereby agrees that Administrators covered by this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the cover 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 Administrator in the enjoyment of any rights conferred by laws of the State of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any Administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association

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or collective professional negotiations with the Board, or his/her institution of any grievances or appeals or procedure under this Agreement or otherwise with respect to any terms or conditions of employment.

### 4.20

The Board specifically recognizes the right of its Administrators appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

### 4.30

The Association shall continue to have the right to use school building facilities at all reasonable hours for meetings subject to scheduling by the Principal. Designated bulletin boards, school mail and other established media of communication shall be made available to the Association and its members.

### 4.40

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits, register of certificated and/or supervisory personnel, tentative budgetary requirements and allocations (including County Allocation Board budgets), agenda and minutes of all Board meetings, census and membership data, names and addresses of all Administrators and such other information as is necessary to assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the schools and their students, together with any information which may be necessary for the Association to process any appeal or complaint. The Sick Leave register shall be available to designated representatives of the Association.

### 4.50

The Board shall advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, State or Federal funds, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication. It is agreed and recognized, however, that except for expenditures contained in any annual budget which are required by the terms of this Agreement, the authority to adopt all or parts of the annual budget of the School District resides exclusively with the Board, and during the terms of this Agreement shall not be subject to negotiation with the Association, nor subject to any proceeding under the appeal procedure.

### 4.60

The rights granted herein to the Association shall not be granted or extended to any competing collective bargaining organization.



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4.70

The private and personal life of any Administrator is not normally within the appropriate concern or attention of the Board. However, if an incident arises, that in the opinion of the Superintendent would be detrimental to professional performance or to the District, the Superintendent may exercise his/her administrative prerogatives. Any action taken against such Administrator shall be subject to the appeal procedure, where applicable.

4.80

The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, marital status, sexual orientation, or handicap.

4.90

Any member has the option of voluntarily returning to a classroom assignment. This assumes appropriate tenure and certification status. Any Administrator requesting transfer to a classroom shall present the request in writing, indicating the type of assignment preferred, to the Director for the Department of Personnel & Employee Relations or his/her designee, by March 15.

### 5.00 RIGHTS OF THE BOARD OF EDUCATION

The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including the determination and administration of policy; the operating of the school; the management and control of school properties, facilities, and equipment; and the selection, direction, transfer, promotion, discipline, or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities of the Board, and the adoption of such rules, regulations, and policies, as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

“An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

This clause is included in this agreement because it is legally required by state law. It is noted the union does not agree or acknowledge this provision as binding and reserves all rights to assert this clause as unenforceable.

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### 6.00 BOARD SUPPORT AND ENCOURAGEMENT

6.10 The Board, recognizing that Administrators frequently are exposed to situations of great stress and pressure, hereby agrees to render to its Administrators full encouragement and support when they are acting within the scope of their employment.

6.20

The Board shall make every effort to provide adequate support personnel to assure the safety of all students and staff supervised by each Administrator to protect the District's property for which the Administrator is responsible and to provide budget allocations sufficient to carry out the program for which he/she is held responsible.

6.30

The Board agrees to provide: (a) liability protection to cover any possibility of loss resulting from litigation against the School or the Administrator for any actions and/or job performance that are job-related, and (b) secretarial services for any periods the Administrator is expected to be in his/her building, if requested by the Administrator, the need for such services being subject to review by a three member ad hoc committee comprised of two (2) Association representatives and one (1) Central Office representative.

### 6.40 PROFESSIONAL GROWTH:

It is recognized that it is necessary for school Administrators to participate in programs that will improve their knowledge and abilities to function in their respective positions. The Board of Education has a responsibility to facilitate the professional improvement of its staff. The Board of Education agrees to reimburse an Administrator for expenses for travel, lodging, meals, fees and other expenses to participate in seminars, workshops, or conferences, and for professional memberships and publications that have the prior approval of the appropriate Supervisor.

6.50

Each Administrator shall be entitled to reimbursement for Professional Membership dues to one state organization and one national organization on a yearly basis, as approved by an appropriate Supervisor.

### 7.00 PAYROLL DEDUCTIONS AND PROFESSIONAL DUES

7.10

Any Administrator who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its Affiliates as determined by the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct such dues in twenty (20) equal

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payments on regular pay days falling within the regular school year. Deductions for Administrators employed after the commencement of the school year shall be appropriately pro-rated.

7.20

With respect to all sums deducted by the Board pursuant to authorization of the Administrator, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for its Affiliates to the appropriate offices of those Affiliates. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time, and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

7.30

Upon appropriate written authorization from the Administrator, the Board shall deduct from the salary of any Administrator and make appropriate remittance for annuities, credit union, savings bonds, United Way, insurance programs, or any other plans or programs jointly approved by the Association and the Board.

### 8.00 ADMINISTRATOR APPRAISAL

8.05

It is a recognized responsibility of the Board to evaluate the performance of its Administrators.

8.10

Each Administrator shall be evaluated annually; this evaluation to be completed by March 15.

8.15

Responsibilities for which an Administrator is to be evaluated will be defined by a job description.

8.20

Accountability for compliance with Administrative instructions, directives, or memorandums shall be based only on communications from the Superintendent or other Administrators to which the Association member has direct line responsibility.

8.25

No Administrator shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just cause. Just cause shall include the following illustrative conduct: willful disregard of Board Policies for the term of this Agreement, dishonesty, incompetence, insubordination, or unprofessional conduct.

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8.30

The evaluation of the work of all Administrators is a responsibility of the Superintendent or one of his/her designees. In order that each Administrator may be aware of his/her strengths and weaknesses, a written evaluation will include: (a) a statement of strengths and deficiencies, (b) a statement of the improvement desired, and (c) a reasonable time period in which specific improvements are expected.

8.35

Procedures and instruments in effect are exhibited in Appendix "B."

8.40

An Administrator rated less than satisfactory at the end of the school year may be placed on probationary status for the succeeding school year and shall be retained at full salary. The decision to restore the Administrator to satisfactory status, continue the probationary status for another year, or terminate the Administrator's services will be made by March 15 of the school year following the year the "less than satisfactory" evaluation was received, and the Administrator shall be notified in writing immediately.

8.45

If the Board determines that it shall not continue to employ an Administrator in his/her position as an Administrator, the Board shall give written notice of that fact and shall provide in writing within three (3) working days of the decision, the reasons for its determination, such reasons to be based on performance following previous evaluations. If requested by the Administrator or the Association, the Board shall forthwith provide the Administrator with the opportunity to present his/her position to them in regards to those reasons. Should it be determined by the Board that the reasons stated for a non-continuance of employment as an Administrator do not constitute just cause for said action, the Administrator shall be entitled to be retained in position under this contract, or if expired under renewal thereof.

8.50

Each Administrator shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Administrator's request, accompany the Administrator in such review. The review will be made in the presence of the person responsible for the safekeeping of such file. The member may challenge any materials in the file. If the accuracy or completeness of the file is contested by the member, he/she may provide a written statement and any other relevant materials and ask that these be added to his/her personnel file. Any materials added to the personnel file shall be signed and dated.

8.55

Actions taken for the purpose of observing, monitoring, or evaluating the performance of an Administrator shall be conducted openly and with the full knowledge of the Administrator.

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### 8.60

Any complaints of a serious nature brought by a citizen, other Administrators, or member of the Board of Education shall be promptly called to the Administrator's attention.

### 9.00 APPEAL PROCESS

#### 9.10 DEFINITION:

The term "appeal" shall be interpreted to mean a complaint by an Administrator or by the Association in its own behalf that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

#### 9.20 PROCEDURE:

(Deadlines mentioned in the following procedures can be extended by mutual consent of the parties.)

#### 9.21 STEP ONE -- INFORMAL PROCEDURES:

It is agreed that prior to proceeding with an appeal under Step Two, an Administrator shall transmit to his/her immediate supervisor any concern he/she may have with a view toward resolving the matter at that level.

#### 9.22 STEP TWO

If the problem has not been solved or the concern resolved to the satisfaction of the aggrieved, an Administrator may present his/her complaint in writing to the Director for the Department of Personnel & Employee Relations or the appropriate supervisor. The appropriate supervisor shall within five (5) school days schedule and hold a conference in an attempt to resolve the complaint. Participating in the conference shall be the Director for the Department of Personnel & Employee Relations, appropriate supervisor and the aggrieved member of the Association and another member of his/her choosing. A written decision on the matter shall be provided by the Director for the Department of Personnel & Employee Relations involved and given to the aggrieved Administrator and the Association within ten (10) working days following the conference.

#### 9.23 STEP THREE

If the aggrieved Administrator desires to pursue the complaint further, he/she must appeal in writing to a committee to be activated by the Superintendent within ten (10) working days after receiving the request and a copy of the decision rendered under Step Two of this procedure. The committee shall consist of three members selected by the Association and three members selected by the Superintendent. This committee will transmit its recommendation for a solution to the complaint to the Superintendent within ten (10) working days.

#### 9.24 STEP FOUR

The Superintendent will consider the recommendation and render a decision relative to the appeal within five (5) days.

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### 9.25 STEP FIVE

If the decision reached in Step Four is not acceptable to the Association or the aggrieved member, either may within ten (10) working days, submit the grievance to arbitration through the American Arbitration Association.

Arbitration of a grievance arising from the provision of this Agreement or an alleged violation thereof will be final and binding. Costs of such arbitration shall be borne equally by the Board and the Association and/or grievant involved.

### 9.26

Appeal of a Board decision to terminate employment as an Administrator due to unsatisfactory performance is exempt from arbitration and is limited to processes outlined in Article 8.45.

## 10.00 COMPENSATION

The Salary schedule will reflect a 0% salary schedule increase with a freeze on steps/longevity as reflected at the end of the 2010-11 school year.

For the 2011-12 school year only, two (2) paid "float" days will be provided with dates to be agreed upon between the member and immediate supervisor. All intentions will be made to utilize float days on non-student days. Should these two (2) days not be used, they may be added into the personal sick leave balance of the member (at their request).

### 10.10

The salaries of Administrators covered by this Agreement are set forth in "Appendix A" which is attached to and incorporated in this Agreement.

### 10.20

The compensation schedule is based on a normal five-day work week, and the annual compensation shall be paid in twenty-six (26) bi-weekly installments. It is understood that administrative responsibilities will sometimes require time beyond the normal five-day work week, and this additional time is not subject to added pay unless it is the result of altered job responsibilities.

### 10.30

When an Administrator earns added degrees or credits or for some reason becomes eligible for increased compensation, adjustments to salary shall be made within thirty (30) days of the receipt of the application and necessary documentation. The application for salary adjustment will be furnished through the Office of the Director for the Department of Personnel & Employee Relations and must be filed within ninety (90) days of the completion of the required courses. Adjusted pay will be retroactive to the completion of the necessary credits.

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### 10.40

Credits earned prior to the completion of the Master's degree cannot be applied to any MA plus 30 schedule. Hours beyond the Master's degree must be concentrated in the educational field, plant or personnel management, or in one of the disciplines taught in the public school.

### 10.50

Approved school related mileage expenses shall be reimbursed at the IRS rate.

### 10.60

Any person appointed to an "acting" capacity, either by title or function, for any position represented by the Association shall be compensated according to the terms of this Agreement.

### 10.70 LONGEVITY/SEVERANCE BENEFITS

An administrator who has at least fifteen (15) years of Bay City Public Schools' service or has reached age fifty-five (55) and who retires under the Michigan Public School Administrators Retirement System (MPSERS), or leaves District employment, shall receive a longevity/severance benefit in accordance with the following terms and conditions:

He/she shall notify the Director for the Department of Personnel & Employee Relations of an intent to leave the District by March 1<sup>st</sup> prior to the close of the school year or December 1<sup>st</sup> prior to the second semester of such retirement/resignation. Failure to do such may result in the loss of a longevity/severance benefit.

- For each accumulated unused absence day up to a maximum of 121 days, the administrator shall receive an amount equal to the daily rate of pay at Step 1 of the Teacher (BCEA) Base AB Salary Schedule.
- For each accumulated unused absence day above 121 days, the administrator shall receive an amount equal to one-half (1/2) the daily rate of pay at Step 1 of the Teacher (BCEA) Base AB Salary Schedule.
- The Longevity/Severance payout shall be deposited into the Paradigm Equity 403(b) account for a period of five (5) years on a bi-weekly basis beginning the first scheduled pay of the next school year.
- The total longevity/severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPSERS).

### 10.75

An administrator may only be charged a maximum of ninety-six (96) days of sick leave for serious illness or illnesses during the last five years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentation by a physician is required.) For purposes of calculating longevity/severance pay only days used beyond the ninety-sixth (96<sup>th</sup>) day shall be

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included in the final calculation.

ILLUSTRATIVE MODEL:

2006-07	Used a block of 25 days	25
2007-08	Used 15 days not in a block	0
2008-09	Used two blocks of 15 and 25 days	40
2009-10	Used 60 days including a block of 45 days	45
2010-11	Used 9 days	<u>0</u>
	Total	110

$$110 \text{ days} - 96 \text{ days} = 14 \text{ days}$$

Fourteen (14) days would be included in the longevity/severance pay final calculation.

10.80

In the event a retired Administrator dies prior to receiving all the installments, the retired Administrator's beneficiary(ies) shall receive the remaining installments. Upon retiring, the Administrator shall submit the name(s) of the beneficiary(ies), in writing, to the Personnel Office.

11.00 VACANCIES, PROMOTIONS AND TRANSFERS

11.10

Currently employed Administrators shall be given first consideration in appointments to administrative or teaching positions for which they apply. Should an Administrator have interest in a position or future position, the Administrator shall show interest and request a meeting to discuss through an e-mail to the Superintendent and Director for the Department of Personnel & Employee Relations.

11.20

All vacancies or newly-created positions available to members of the Association shall be posted in an e-mail communication as they occur, but not less than ten (10) days prior to the deadline for filing. Also, existing vacancies may be advertised in The Bay City Times.

11.30

Any administrative vacancy or new position shall be filled permanently only after it has been duly posted with the Association.

11.40

Since both parties to this Agreement agree that the District and the schools it operates are entitled to be operated by Administrators who are fully qualified and competent within their areas, the filling of administrative vacancies shall be governed by the Board's careful consideration of the following factors: certification; experience; competence; qualifications, both personal and educational; length of satisfactory service



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to the District; and other pertinent factors. In arriving at its judgment as to the successful candidate, the Board shall consider objective as well as subjective factors and shall not arrive at a judgment which reflects a showing of arbitrariness, discrimination or abuse of discretion.

### 11.50

For the purpose of this Agreement, "length of service with the District" shall run from the date of the individual member's signing of his/her first contract of employment with the District. The Contract date which controls length of service to the District shall be the earliest contract commencing a period of continuous employment, including authorized leaves. "Length of service as an Administrator" shall include all periods a member of the Association has held any of the positions indicated in the section on "Recognition," Article 2.00, or periods served in an "acting" capacity for any of these positions.

### 11.60

When it becomes necessary to transfer an Administrator from one assignment to another, it is agreed that the Administrator affected shall be notified of such change in writing by June 30. The Association is to receive copies of such notification.

### 11.70

Any BCASA administrator involuntarily transferred to another BCASA position for which compensation is less shall be guaranteed the compensation of his/her present position until compensation for the position to which the administrator is transferred "catches up" to his/her present compensation.

### 11.80

An Administrator may file with the Director for the Department of Personnel & Employee Relations a letter requesting a transfer to another administrative or teaching position. Such letter shall be considered a standing letter of application to be considered whenever such vacancies occur.

## 12.00 SICK LEAVE

### 12.05

The primary purpose of the sick leave allowance is to cover the absence of an Administrator from school because of personal illness or injury sufficiently severe that would make his/her presence at his/her job inadvisable. Sick leave applies only to absences resulting from illness or injury of the Administrator.

### 12.10

Sick leave allowance shall be accumulated by each Administrator at the rate of eight (8) days per semester, and there shall be no limit upon the amount of sick leave so accumulated by each Administrator. Accumulated sick leave shall be reported monthly on the payroll forms and will be available in the office of the immediate supervisor.

## BCASA MASTER AGREEMENT 2011-2012

the payroll forms and will be available in the office of the immediate supervisor.

### 12.15

If there is a question or doubt regarding the illness of an Administrator, the Superintendent may require a doctor's statement verifying the illness or may require the Administrator to submit to a medical examination before sick leave pay is allowed or the Administrator may return to work.

### 12.20

Any Administrator who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave. The Administrator shall receive his/her full salary from the Board and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received.

### 12.25

To afford protection against a prolonged illness, the school district shall make available for purchase, by the Administrator, a group policy of long-term disability insurance which provides compensation at a rate of not less than sixty (60) percent of the Administrator's salary and with a qualifying term of not more than 90 days. At such time as a claim arises, in order to qualify the Administrator shall use accumulated sick days up to 90 days. If the Administrator has less than 90 days available, the District shall provide additional days as required to bridge the shortfall to the 90 day qualification. If the Administrator has more than 90 days available, the individual shall exhaust his accumulated personal sick leave days prior to coverage through the long-term disability insurance. The District shall withhold the necessary premiums and shall forward same to the insurer on Administrator's behalf and provide evidence of such payments upon request. When an individual has exhausted all of his accumulated personal sick leave days and as a result is no longer eligible for the District provided health insurance coverage, the District shall provide health insurance coverage, including dental and vision, for a maximum of one (1) additional year, per occurrence, commencing with the termination date of the individual's original health insurance benefit and the beginning of coverage pursuant to long-term disability insurance.

### 12.30

No Administrator will be credited with sick leave allowance while drawing from his/her own accumulated sick leave or long-term disability insurance until he/she has reported back to work.

## BCASA MASTER AGREEMENT 2011-2012

### 13.00 INSURANCE PROTECTION

#### 13.05

Pursuant to the authority set forth in Section 1255 of the School Code of 1976, as amended, the Board agrees to furnish all Administrators in the bargaining unit the following insurance protection.

#### 13.10

Group term life insurance coverage in the amount equal to salary of administrator (rounded to the nearest \$1,000 and \$50,000 AD&D, in addition to the coverage provided in Article 13.40.

#### 13.15

Beginning July 1, 2011 and for the term of this Agreement, the Board shall provide complete health care protection on a full twelve (12) month basis with either a single, two-person, or full family benefit status as selected by the employee during the open enrollment period. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits.

Effective July 1, 2011, the monthly Board paid premium for health insurance shall be 80% of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The monthly member paid premium for health insurance shall be 20% of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The following "Base Plan" level of co-pays, deductibles and level of Co-insurance are a 100% expense of the member. The "Base Plan" is: \$300/\$600 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket \$900/\$1800, \$40 Office Visit Co-pay, \$50 Urgent Care Co-pay, \$250 ER Co-pay, (See attached benefit level description for the (Bronze) Base Plan which will be included in the Appendix of the contract). Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels of \$10/\$20/\$40/\$80 which are the responsibility at 100% paid by the member based on the prescription category (See attached benefit levels description for prescription coverage in the Appendix of the contract).

Should the member select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their 20% cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan". Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the member.

Bi-weekly payments for the employee's portion of insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to

## BCASA MASTER AGREEMENT 2011-2012

deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

There will be no double insurance coverage allowed. Whenever the employee's spouse and family are covered by a fully-paid hospitalization insurance, this section is void.

### 13.20

The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for dental insurance shall be at 80% cost of the established premium based on the level of benefit selected. The member paid premium for dental insurance shall be 20% of the established premium cost based on the level of benefit selected. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The dental insurance plan is included in the Appendix of the contract.

Bi-weekly payments for the employee's portion of dental insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

### 13.25

If both husband and wife are employed by the District, as between two spouses, they may carry only one hospitalization and one dental insurance policy between them.

### 13.30

Any additional options offered by insurance carriers will be available on an optional basis at the Administrator's expense. In addition, administrators shall be afforded

## BCASA MASTER AGREEMENT 2011-2012

insurance benefits commensurate with any contractual improvements granted to the members of the Bay City Education Association if such benefits are over and above those otherwise outlined in this section 13.00.

### 13.35

Association members may elect hospitalization insurance if his/her spouse who was previously covered by fully paid MESSA or other such hospitalization coverage elsewhere died, retired, or otherwise lost benefit of such hospitalization coverage for reasons beyond his/her control. Such Administrator would then be permitted to apply for health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance companies.

### 13.40

Bargaining unit members who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment of \$100.00 per month under Section 125 of the Internal Revenue Code. The amount of cash option payment under Section 125 of the Internal Revenue Code may be applied by the employee toward an annuity plan currently payroll deducted by the Board.

In addition a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage.

An amount equal to 40% of the District's portion of the health insurance premium relinquished by the employee will be added to a fund for any individual that selects the annuity option over the number of individuals (total of 2) that had selected the annuity option in the 2010/2011 fiscal year (See attached illustrated example).

Furthermore, the level of health insurance premium used for this calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person coverage or full family coverage as defined in the "Base Plan".

Payment of any savings over the fixed monthly annuity payment of \$100 dollars per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected in a separate check. The member may choose a cash option payment or a 403b annuity governed by Section 125 of the Internal Revenue Code.

If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.

## BCASA MASTER AGREEMENT 2011-2012

In the event an individual who has a spouse employed by the District (and who is currently primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.

The member will need to complete a declination form when making a decision not selecting insurance coverage.

### 13.45

The Board shall provide vision insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for vision insurance shall be 80% of the established premium cost based on the level of benefit selected. The member paid premium for vision insurance shall be 20% of the established premium cost based on the level of benefit selected. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the member. The vision insurance plan is included in the Appendix of the contract.

Bi-weekly payments for the employee's portion of vision insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the member elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the member. If the member's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the member who is unable to make their portion of the premium current.

### 13.50

The Board will provide complete liability insurance to completely cover any possible losses resultant from litigation against the Administrator for any actions related to his/her job assignment.

### 13.55

The Board will provide assurance of complete compensation over and above the losses covered by the Administrator's personal insurance for any on-site, job-related damage or destruction of personal property, such as (1) means of transportation, (2) clothing, (3) eyeglasses, (4) time-pieces, and (5) equipment which is frequently used in the normal fulfillment of the person's administrative duties and which has not been furnished by the District.

13.60

Possible modifications in provisions for Family Health Care Protection and/or Article 13.40:

Any modifications in Family Health Care Protection provided Administrators in other associations of certificated personnel in the District will be incorporated into this Agreement to the extent that they do not impact provisions other than those in Article 13.40. Any language to incorporate such possible modifications of Article 13.40 is to be mutually developed and agreed to by representatives of the Board and the Professional Negotiations Committee of the Association.

13.65

Association members will be covered under the District Disability Plan #1 and will have the option of purchasing additional coverage under Plan #II.

13.70

The parties agree to create a Health Insurance Study Committee to include a representative/designee from each of the bargaining units and the Union Representatives for said bargaining units. The diverse committee shall study the insurance industry while reviewing different insurance options available. This in-depth study shall provide information to the Big Table as an update prior to the next negotiation session.

#### 14.00 LEAVES AND RELEASED TIME

##### 14.05 RELEASED TIME:

For the individual Administrator, released time for such things as personal business, emergencies, illness or death in the family, jury duty, professional growth experiences, and other such conditions which might require time away from this assignment shall be granted without loss in pay or benefits through arrangement with the immediate supervisor. The Director for the Department of Personnel & Employee Relations shall be notified in all instances, and whenever possible, prior to the absence.

##### 14.10 LEAVES OF ABSENCE:

An Administrator shall accumulate seniority for those leaves of absence for which he/she receives compensation from the District, and other benefits shall accrue as well.

14.11

Any Administrator whose personal illness extends beyond the period compensated under Article 12.00 shall be granted a leave of absence without pay for the remainder of the contract year. If less than three (3) months of a contract year remains, an additional year may be granted if application is made by July 1. Upon return from leave, the Administrator shall be assigned to, if available, the same position or a substantially equivalent position and shall return with all seniority and privileges enjoyed at the time the leave was granted and shall advance to the next step of any existing salary schedule his/her length of service would warrant.

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### 14.12

Leaves of absence without pay, up to one year, may be granted upon application for the purpose of study and research or any reason of importance to the Administrator. An Administrator shall return from such leave with seniority, sick leave, and terminal pay/leave accumulations enjoyed at the time the leave was granted, and he/she shall advance to the next step on any existing and appropriate salary schedule. Dates for such leaves shall be mutually agreed upon to avoid disruption of operations.

### 14.13

A maternity/paternity leave of one (1) year shall be granted without pay. Extension may be granted for one additional year upon application in writing prior to March 1. An Administrator adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. An Administrator returning from leave provided in this paragraph shall be placed on the next step of the appropriate salary schedule and shall return with seniority and benefit accumulations enjoyed at the time the leave was granted.

### 14.14

Leave of absence shall be granted up to two (2) years to any Administrator who enlists in the Peace Corps as a full time participant. Such Administrator shall be restored to employment with the District and shall be given the benefits of any increments and seniority which would have been credited to him/her had he/she remained in active service with the school system, provided however, that such Administrator shall make application for re-employment within ninety (90) days after discharge from the Peace Corps; and provided further that such Administrator reports for this assignment at the outset of the semester immediately following such discharge from service. Sick leave and terminal pay/leave accumulations shall be the same as enjoyed at the time the leave was granted.

### 14.15

Military, Reserve, or National Guard leaves of absence shall be granted to any Administrator who shall be inducted or called or shall enlist for military duty to any branch of the Armed Forces of the United States until the expiration of the first enlistment or the duration of the emergency. Such Administrator shall be restored to employment with the District and shall be given the benefit of any increments and seniority, provided however, that such Administrator shall make application for such re-employment within ninety (90) days after discharge from the Armed Forces and provided further that such Administrator reports for his/her assignment at the outset of the semester immediately following such discharge from service. Sick leave and other accumulations shall be the same as enjoyed at the time the leave was granted.

### 14.16

Administrators who are officers of any affiliate of this Association, upon proper applications, shall be given leave of absence for the term of office without pay, and Administrators who are appointed to its staff, upon proper applications, shall be given



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leave of absence for one (1) year without pay for the purpose of performing duties of said Affiliate. Administrators given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank or assignment and shall accumulate seniority. Sick leave and other accumulation of benefits shall be the same as enjoyed at the time the leave was granted.

### 14.17

An Administrator elected or selected for a full time public office which takes him/her from his/her normal duties with the school system, shall upon prior written request, receive a leave of absence without pay for the term of such office. Such an Administrator shall return with all such leave accumulation and seniority enjoyed at the time the leave was granted.

### 14.18

It is recognized that an Administrator has the right to serve in, or be elected to, public office less than full time. However, such services shall not be permitted to interfere with the educational process and said Administrator's contractual obligation.

### 14.20 SABBATICAL LEAVE:

The Sabbatical Leave Policy is designed to provide opportunity to engage in professionally related experiences which will promote growth in the human, conceptual, or technical skills required of an effective educator.

### 14.21 QUALIFICATIONS:

The applicant must possess a certificate valid in the State of Michigan. The applicant must have been employed in the Bay City School District for at least seven (7) consecutive years, the last three (3) of which should have been in an Administrative position. Absence from service for a period of not more than one (1) year under a leave of absence with or without pay shall not be deemed a break in continuity of service, but neither shall such a one (1) year leave be counted in the total years required by this qualification. The applicant must not have been granted a Sabbatical Leave of absence from the Bay City School District during the last seven (7) consecutive years of service immediately preceding the current application. The applicant must sign a promissory note upon an agreement to return to service with the Bay City Public School District immediately upon termination of the Sabbatical Leave and continue in such service for a period of one (1) year, unless causes beyond his/her control prevent him/her from doing so, or he/she will refund any compensation received during the Sabbatical Leave from the Bay City School District. In the event of extenuating circumstances, the Board of Education may waive any obligation to refund compensation.

### 14.22 APPLICATION

Applications for leave of absence shall be filed at least six (6) months in advance with the office of the Superintendent. For leave beginning second semester, applications shall be filed by April 1 of the previous calendar year. Applicants requesting Sabbatical

## BCASA MASTER AGREEMENT 2011-2012

Leave shall be notified within sixty (60) days as to the status of their application. Applicants for Sabbatical Leave shall include with their application forms an outlined plan for the period requested for Sabbatical Leave. This plan shall be indicated on the application form or as an attached statement, and shall include details of the project (research, writing, travel) to be pursued independently by the applicant.

### 14.23 COMPENSATION

A Sabbatical Leave of Absence approved for any portion of a year will carry an allowance of one-half of the contractual salary for that period of time subject to such deductions as are required by law, Board of Education regulation, or Administrator election. A Sabbatical Leave of Absence approved for the year will carry an allowance of half of the annual contractual salary subject to such deductions as are required by law, Board of Education regulations or Administrator election. An Administrator granted such leave shall advance on the salary schedule as if he/she had been working in the District.

### 14.24 STATUS WHILE ON SABBATICAL LEAVE

An Administrator on Sabbatical Leave shall be provided: full insurance benefits provided by this Agreement, Life Insurance, Dental Insurance, Health Insurance, and Vision Insurance. Full time employment by the recipient of Sabbatical Leave shall be prohibited. This does not, however, preclude the recipient accepting grants, fellowships, or remuneration for part time work of any sort which does not interfere with the outlined Sabbatical plan. Administrators shall be responsible for notifying the Payroll Department of the Bay City Public School District as to the place to which payroll checks should be addressed during the period of Sabbatical Leave. Any other benefits to be extended to an individual shall be mutually agreed upon by the individual being released and the Board of Education.

### 14.25

Status on return from Sabbatical Leave: An Administrator returning from Sabbatical Leave shall be restored to his/her former administrative position. Vacancies created by Sabbatical Leave shall be filled on a temporary basis.

### 14.26 REVIEW COMMITTEE

All applications for Sabbatical Leave shall be reviewed for recommendation to the Superintendent by a committee composed of six (6) members. Three (3) of these shall be appointed by the Association and three (3) of these shall be appointed by the Superintendent. The committee shall consider the following criteria: (a) merit of the applicant's proposal program, (b) the applicant's length of service in the Bay City School District, (c) distribution from the areas of elementary, secondary, or special areas in the administrative staff.

### 14.27 SELECTION

The Superintendent shall make the final selection from the list submitted by the Review Committee. No more than one (1) administrator shall be granted Sabbatical Leave upon application, recommendation, and approval in any one year.

14.28

An Administrator having been duly granted leave under the provisions of this Agreement must apply for re-employment on or before March 1 prior to the school term in which re-employment is desired, unless specific provisions of the leave stipulate otherwise.

15.00 REDUCTION OF ADMINISTRATIVE STAFF

15.10

In order to adjust to program reduction, declining enrollment, or financial problems, the Board has the right to lay off Administrators within the provisions of this Agreement. The prerogative of the Board to lay off Administrators as provided for in this Article supersedes any rights to a second year of employment as an Administrator which may be granted by this contract, and in particular by Article 3.10.

15.20

Before the Board makes a decision to reduce or eliminate Administrative positions and/or lay off Administrators covered by this Agreement, it will by March 1, notify, in writing, the Association of such possible action. Such notification will include: the alternative(s) being considered, supporting data, and a statement of rationale. The Association may, by March 22, present, in writing, its reactions or counter proposals to material received. Prior to any reduction plan being adopted, the Board or its representatives will meet with the Association at least once and will respond in writing to any Association materials it submitted prior to or by March 22.

15.30

An Administrative will remain in the employ of the District as long as his/her length of service in the District is greater than the average length of service of certificated personnel who are laid off\* between the last day of service in a contract year and the first day of service in the following contract year. No lay off will be made until the District has worked out with the Association all possible reductions via normal attrition, voluntary return to the classroom, resignation, reassignment to another position or retirement.

\*For purpose of provisions of this Article "laid off" is defined as "A person who was employed or was on leave of absence at the close of a previous school year, who has not left the District voluntarily or has not been terminated because of unsatisfactory performance, and who is not employed by the District at the beginning of the following year because of action taken by the District."

15.40

Determination of persons to be retained shall be based on the following criteria used in the sequence listed: (1) necessary certification, (2) number of years served as an Administrator in the Bay City School District, (3) number of years served in the Bay City School District in any employee capacity, and (4) highest degree held.

## BCASA MASTER AGREEMENT 2011-2012

### 15.50

Individual Administrators to be removed from Administrative positions shall receive written notice sixty (60) calendar days prior to the end of the student school year. Such lay off shall not become effective until September 1.

### 15.60

The sixty-day notice provision can be waived by mutual agreement between the Board and the Association.

### 15.70

Recall of any Administrator who has been reassigned to other positions, or who have been laid off, shall be according to criteria in Article 15.40 of this Agreement.

## 16.00 WORK YEAR

### 16.10

All Administrators are fifty-two (52) week Administrators, the employment year beginning September 1 and ending August 31.

### 16.20

Holidays include: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and Independence Day. Furthermore, Holidays shall be modified to provide for those instances where Christmas Eve Day, Christmas Day, New Year's Eve Day, or New Year's Day fall on Saturday and/or Sunday, similar to those provisions afforded the other staff of the District.

### 16.30

The assignment of Administrative personnel will be made within the following categories:

Category 1: Fifty-two (52) week assignment with twenty (20) days vacation, with the exception of the High School Principals which shall be thirty (30) vacation days.

Category 2: Fifty (50) week assignment with twenty (20) days vacation.

Category 3: Forty-eight (48) week assignment with twenty (20) days vacation

Category 4: Assignments which are less than forty-eight (48) weeks. The duration of these assignments and the number of vacation days (no less than one [1] day per twelve [12] working days) will be determined when positions which are covered by this Agreement and which require less than forty-eight (48) weeks of services are established.

## BCASA MASTER AGREEMENT 2011-2012

16.40

The scheduling of vacation during the work year will be arranged by the Administrator and his/her immediate supervisor, subject to the approval of the Superintendent or his/her designee. It shall be acceptable for administrators to take Fridays in August, other than instructional days, as vacation days. Any deviation shall be worked out with the immediate supervisor and with the consent of the Superintendent or his/her designee and shall be documented in writing to the Director for the Department of Personnel & Employee Relations.

16.50

With the approval of the immediate supervisor and the Superintendent or his/her designee:

(1) An Administrator shall be reimbursed for holidays, weekends, unassigned days, or vacation days used for added service to the District, or

(2) An Administrator may accumulate vacation days, worked weekends, and worked holidays up to a maximum of the vacation days earned through two (2) years of work to be used as: (a) vacation time the following year, (b) severance pay at the time the Administrator leaves the employ of the District (severance pay shall be pro-rated at the current salary).

16.60

The Board encourages its Administrators to engage in programs of professional growth. To accommodate and promote participation in such activities, the Board, where at all possible, will cooperatively plan work schedules which provide the necessary flexibility.

### 17.00 CREATION OR MODIFICATION OF ADMINISTRATIVE POSITIONS

17.10

The Board reserves to itself the prerogative of creating new Administrative positions and such prerogative shall include establishing duties that such new positions shall carry. However, the Board agrees that before establishing any rates of pay, wages, hours of employment, or other conditions of employment for any new position which would be within the bargaining unit covered by this Agreement, it shall inform and get agreement with the Association on such matters. Failure to agree will result in the appeal process being followed.

17.20

Where the creation or modification of an Administrative position results in the consolidation of current positions and/or results in substantial change in current work load or adopted job descriptions, the Board will confer and reach agreement with the individual Administrator and the Association regarding the redefined job descriptions and those conditions of employment listed in 17.10.

## BCASA MASTER AGREEMENT 2011-2012

those conditions of employment listed in 17.10.

### 18.00 VOICE IN STAFF SELECTION

#### 18.10

Within the boundaries of the contracts which cover personnel assigned, an Administrator will be able to select persons to fill the positions of Administrative Assistant or Executive Assistant (Head Building BCESP member), Food Service Supervisors, head custodians (when determined an interview position), and the appointment of certified teachers to non-classroom assignments, where applicable.

### 19.00 MISCELLANEOUS

#### 19.10

This Agreement shall supersede any rules, regulations or practices of the Board which shall be inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual member's contracts heretofore in effect. All future individual contracts for Administrators shall be made expressly subject to the terms of this Agreement or the successor Agreement.

#### 19.20

Copies of this Agreement shall be produced at the expense of the Board and presented to all Administrators now employed or hereafter employed by the Board.

#### 19.30

If any provisions of this Agreement to any Administrator or group of Administrators shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### 19.40

When an Administrator leaves the employ of the District for purposes of retirement at the end of any school year, the effective date of such retirement shall be June 30 of that year and the remainder of his annual contractual salary shall be payable at that time. In order for an Administrator to become eligible for the provisions of this Article, he/she must, no later than March 1 of the year of the retirement, submit to the District a written resignation indicating the intent to retire and establishing the date of his/her retirement as June 30 of that year.

#### 19.50

The Board shall compile by November 1 of each year, an Administrative seniority list which contains: (1) the date of employment in the District, (2) the date of employment as an Administrator, and (3) the years and days of credit for classroom service in the Bay City School District.

## BCASA MASTER AGREEMENT 2011-2012

19.60

The Board shall afford administrators any contractual improvements in benefits commensurate with any such improvements granted to the members of the Bay City Education Association.

### 20.00 NEGOTIATION PROCEDURE

20.10

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each may select its representatives from within or outside the School District, provided however that neither negotiating team shall exceed five (5) in number at the table.

20.20

It is recognized that no final agreement between the parties may be executed without ratification by the Association and the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and make concessions subject only to ultimate ratification.

20.30

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measure it may deem appropriate.

20.40

The parties to this Agreement mutually agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any colleagues or Administrators because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the District.

20.50

It is expressly understood that this Article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional Agreements.

20.60

Nothing in this Article will be construed as a waiver of any rights the Association or its members have under the statutes providing the negotiation and implementation of this Agreement.

## BCASA MASTER AGREEMENT 2011-2012

20.65

The District and the Association agree to continue to pursue collaborative means of bargaining and shall endeavor to undertake joint training in these areas.

### 20.70 MAINTENANCE OF THE PROFESSIONAL AGREEMENT

The Superintendent with his/her Director for the Department of Personnel & Employee Relations meet monthly with the President of the Association and the Chairman of the Association's Professional Negotiations Committee for the purpose of mutually sharing concerns and monitoring the implementation and administration of this Agreement.

### 21.00 DURATION OF AGREEMENT

21.10

This Agreement shall be in full force and effect from September 1, 2011 to midnight August 31, 2012 and shall continue in full force and effect from year to year thereafter unless either party serves notice in writing upon the other party at least one hundred twenty (120) days prior to the expiration date of this Agreement that it desires to terminate and/or negotiate a new Agreement.

21.20

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the authorized representatives of the parties in written and signed amendment.



BCASA MASTER AGREEMENT 2011-2012

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS 1st DAY OF SEPTEMBER, 2011.

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS:

By: Michael T. Connor \_\_\_\_\_  
President Member

Debra J. [Signature] \_\_\_\_\_  
Vice President Member

\_\_\_\_\_  
PN Chairperson

BAY CITY BOARD OF EDUCATION:

By: Marie A. [Signature] \_\_\_\_\_  
President

Jack E. [Signature] \_\_\_\_\_  
Treasurer

[Signature] \_\_\_\_\_  
Secretary

[Signature] \_\_\_\_\_  
Superintendent

Shelly Queltette \_\_\_\_\_  
Director for the Department of  
Personnel & Employee Relations

Pat C. [Signature] \_\_\_\_\_  
Assistant for the Department of  
Personnel & Employee Relations

BCASA MASTER AGREEMENT 2011-2012

APPENDIX "A" COMPENSATION  
2011-2012

NOTES FOR 2010-2011 APPENDIX "A" COMPENSATION SCHEDULE:

1. Savings to the District resulting from the retirement/severance of association members, reflecting the difference between the individual's salary and the new hires' salary, shall be used to provide additional compensation to those individuals at Steps 5 and 10 up to an additional 1% at each step. The additional funds will be paid as an off-schedule payment not later than August 31st of each contract year (refer to "potential schedule" provided). If a vacant position remains unfilled for more than 120 calendar days, for purposes of calculating savings for use in this sub-section, the actual salary of the retired individual less the Step 1 salary for that position will be used in determining the funds available for use in making a disbursement to Association members.
2. See Article A.1.20 for positions included at each level.
3. See Article A.1.30 for appropriate Step in the range of compensation.
4. Professional Growth Factors for individuals' professional improvement activities including MA+30, Ed. Spec., Ph.D. and up to three (3) Current Improvement units are defined in Article A.1.40.
5. The calculation of compensation for any assignment that is prorated to less than 48 weeks shall use the figure for a 52 week assignment as a base figure.
6. Formula to be used for increase (if available) under the following formula shall be paid to administrators in a one time off-schedule payment within sixty (60) days after such amounts are determined by the formula, such payment anticipated to be made not later than December 31st :
  - a) based on foundation grant of \$ 6,042
  - b) Health insurance increase @ 15%
  - c) Dental/Vision increase @ 10%
  - d) Retirement Rate increase @ 12.40%
  - e) based on fall count as compared to the State blended FTE student count for State Aid calculation for that year's student count (currently 10,274)
  - f) Cost to General Fund - \$ resulting from 2% increase to base.

Any net increase to fund balance as a result in changes to factors (a-e) would be distributed as a one-time off-schedule payment in an amount as follows:

( (net increase divided by the units percentage of salary to the total budget (as adopted at the organizational meeting of the Board) ) - (repayment to General Fund of "f") ) x (the unit members base salary as a percentage (%) of the total base salary of the Association).

## BCASA MASTER AGREEMENT 2011-2012

### ILLUSTRATIVE EXAMPLE OF “OFF SCHEDULE” MONEY CALCULATION:

The following is an illustrative example of how the “off schedule” money is computed:

- a) \$6,000 (actual foundation grant) x 10,033 (blended fall count) = 60,198,000
- b) 7 1/2% vs. projected 15% = +444,500\*
- c) 5% vs. projected at 10% = +35,531\*
- d) 12.12% vs. projected 12.2% = +18,446\*
- e) \$5,866 (projected grant) x 10274 (projected fall count) = 60,267,284
- f) Salary costs = \$71,458\* (includes C.I. & P.G.F.'s)

$$\begin{array}{r}
 60,696,477 \text{ (a,b,c,d)} \\
 \underline{-60,267,284 \text{ (e)}} \\
 429,193 \\
 \times \underline{.8465^*} \text{ (percent of budget for staff costs)} \\
 363,312 \\
 \times \underline{.0652} \text{ (percent of BCASA to all staff)} \\
 23,688 \\
 \underline{- 71,458} \\
 - 52,230
 \end{array}$$

\* = estimate

### A. 1.20 ADMINISTRATIVE POSITIONS GROUPED BY LEVELS ACCORDING TO RESPONSIBILITY AND ACCOUNTABILITY

Level I	High School Principal, Director of State and Federal Programs & Student Services
Level II	Middle School Principal. Director of Alternative Education, Director of College Preparation Services, Director of Special Education
Level III	Elementary Principal, Assistant Middle School Principal, Assistant High School Principal
Level IV	Assistant Elementary School Principal
Level V	Director of Transportation
Level VI	(none)

### A. 1.30 RANGE OF COMPENSATION

It is recognized and acknowledged that the effectiveness of an administrator increases through experience in the specific position. Therefore a range of steps is

## BCASA MASTER AGREEMENT 2011-2012

provided in the schedule of compensation for Administrators. Personnel appointed to any administrative position will be compensated according to the following guidelines.

1. A person having no previous administrative experience may be compensated at no less than the rate stipulated for Step 1 for that position. Assuming satisfactory performance, compensation for the second year on the assignment shall be no less than that stipulated for step 2 for that position. Again, assuming satisfactory performance, compensation for the third year in the assignment shall be as stipulated for Step 3, fifth year in the assignment shall be as stipulated for Step 5, tenth year in the assignment shall be as stipulated for Step 10, for the Level of the position to which he/she is assigned.

2. A person who has had administrative experience, either having served in an administrative position or in an "acting" capacity in an administrative position, and the past administrative experience totals over one semester of service, may, for the first year of a newly assigned administrative position, be compensated at a rate no less than that stipulated for Step 2 for the position to which he/she is assigned. Assuming satisfactory performance, compensation for the second year in the assigned position shall be as stipulated for Step 3 for the position to which he/she is assigned.

3. Compensation for persons assigned to positions in which they have had previous experience shall be at the full rate stipulated for the step their experience would place them in for the newly assigned position.

4. The District has the authority to place a new hire on any steps of the salary schedule based on need to attract the best candidate.

5. Compensation for an Administrator who receives an over-all performance evaluation of less than satisfactory and therefore is placed on a probationary status may be frozen, but for no more than one year. At the end of that year, or at the time the deficiencies are corrected and the Administrator is removed from probationary status, his/her compensation shall be computed as stipulated for the next Step in the Level for the position to which he/she is assigned.

6. There will be a fund established and controlled by the Superintendent for the purpose of reimbursing administrators for costs associated with representing the district at various community functions and organizations. This fund shall not exceed \$5,000.00 for any given contract year.

### A. 1.40

Administrators shall be entitled to compensation for Professional Growth Factors (PGF's) up to a maximum of five (5) for the following: One (1) for completion of thirty (30) graduate hours beyond the Master's Degree; One (1) PGF for completion of an educational specialist's degree; One (1) PGF for completion of a doctorate degree; up to three (3) PGF's for Current Improvement.

B.C.A.S.A.  
APPENDIX "A" COMPENSATION

A.1.10 COMPENSATION FACTORS FOR ADMINISTRATIVE POSITIONS

Level	Assignment	Step 1	Step 2	Step 3	Step 5	Step 10
Level I	52 weeks	83,260	89,780	96,301	97,335	99,405
	50 weeks	79,949	86,365	92,678	93,713	95,783
	48 weeks	76,533	82,743	88,953	89,987	92,057
Level II	52 weeks	80,880	87,400	93,920	94,955	97,025
	50 weeks	77,672	84,088	90,401	91,436	93,506
	48 weeks	74,464	80,673	86,883	87,918	89,987
Level III	52 weeks	76,430	82,950	89,470	90,505	92,575
	50 weeks	73,429	79,742	86,158	87,193	89,263
	48 weeks	70,324	76,533	82,743	83,778	85,848
Level IV	52 weeks	72,083	78,500	85,020	86,055	88,125
	50 weeks	69,185	75,498	81,812	82,846	84,916
	48 weeks	66,184	72,394	78,603	79,638	81,708
Level V	52 weeks	67,633	74,153	80,570	81,605	83,674
	50 weeks	64,839	71,255	77,568	78,603	80,673
	48 weeks	62,044	68,254	74,464	75,498	77,568
Level VI	52 weeks	61,009	67,529	74,050	75,084	77,154
	50 weeks	58,422	64,839	71,152	72,187	74,257
	48 weeks	55,835	62,044	68,254	69,289	71,359

Level III - Elementary Principal

Level IV - Middle School Assistant Principal & Elementary School Assistant Principal

**Longevity:**

(Three (3) semester hours of credit during the five years prior to longevity date is required)

17th Year: \$1,837 (1st Current Improvement)

22nd Year: 5% of Base or \$4,137, whichever is less (2nd Current Improvement)

27th Year: 3.3% of Base or \$2,731, whichever is less (3rd Current Improvement)

Additional \$1,500 annual annuity, if the 3rd Current Improvement is earned

*\*For any new BCASA Members after December 2008 per Memo of Understanding*

*(Three (3) semester hours of credit during the last three years)*

*In or after 3rd year after reaching the top step of salary schedule (1st Current Improvement)*

*In or after 6th year after reaching the top step of salary schedule (2nd Current Improvement)*

*In or after 9th year after reaching the top step of salary schedule (3rd Current Improvement)*

*Additional \$1,500 annual annuity, if the 3rd Current Improvement is earned*

**Professional Growth Factors:**

MA+30: \$1,552

Educational Specialist: \$1,552

Doctorate: \$1,552

## BCASA MASTER AGREEMENT 2011-2012

### A. 1.50

Current Improvement is for the purpose of encouraging professional growth of administrators who have reached the maximum step on the salary schedule. Current Improvement shall consist of three steps on the salary schedule. All individuals receiving a current improvement (1st, 2nd, or 3rd) shall have the option of receiving in lieu of the cash amount of the current improvement an annuity for the same amount. Prior to the start of the contract year, the individual shall make an annual election as to cash or an annuity.

#### A. 1.50 a

In or after his/her 3<sup>rd</sup> year after reaching the top step of the salary schedule, an administrator may qualify for a Current Improvement stipend by having earned three (3) semester hours of credit during the last three (3) years.

#### A. 1.50 b

In or after his/her 6<sup>th</sup> year after reaching the top step of the salary schedule, an administrator may qualify for a second Current Improvement stipend by having earned six (6) semester hours of credit -three of which must have been earned in the last three (3) years. The second Current Improvement shall be five percent (5%) of the administrator's base salary (degree and step) of the salary schedule, Appendix "A", or Level III, Step 3, 48 week, whichever is less.

#### A. 1.50 c

In or after his/her 9<sup>th</sup> year after reaching the top step of the salary schedule, an administrator may qualify for a third Current Improvement stipend by having earned nine (9) semester hours of credit -three (3) of which must have been earned in the last three (3). The third Current Improvement shall be 3.3% of the administrator's base salary (degree and step) of the salary schedule, Appendix "A", or Level III, Step 3, 48 week, whichever is less. Those individuals qualifying for the third Current Improvement shall receive an annuity in the amount of \$ 1500.

All Current Improvement classes must be college graduate level courses and/or State Board approved Continuing Education credits (SBCEUs) and must directly relate to the Administrator's professional assignment. If there is any question as to the appropriateness (qualification or professional requirement) of a particular course, a decision on whether to accept or not accept the credit will be made by the Director of Personnel & Employee Relations. This decision will be final and not subject to the grievance procedure.

As to not bring harm to current BCASA members (who may have been given credit for years of administrative service during previous employment), they will continue to receive their current improvements on a schedule recognizing their service as follows: First current improvement: after 17<sup>th</sup> year; Second current improvement; after 22<sup>nd</sup> year; Third current improvement: after 27<sup>th</sup> year.

**APPENDIX "B"**

**ADMINISTRATOR APPRAISAL**

**INSTRUMENT AND PROCESS**

This appraisal instrument is divided into three categories. Part I provides an appraisal of how well the administrator attained his/her stated goals and objectives. Part II provides an appraisal of the Administrator's performance of the job responsibilities as described in the job description, apart from stated goals and objectives. Part III provides a summary of the over-all performance of the Administrator with a suggested list of priority areas that the Administrator should consider for the following year. Part III also provides for a summary comment with recommendations by the Superintendent.

Part II contains six (6) areas for appraisal for over-all job responsibilities of the administrator. Any area that does not apply to a particular administrator should be marked "not applicable" (N.A.). It also provides the Administrator an opportunity to include other relevant accomplishments and endeavors.

The appraisal instrument will be completed by the evaluator following the final evaluation session. The evaluator will provide the Administrator with a copy of the completed instrument. The Administrator will then sign the original which will be on file at the Administration Offices. It is understood that the Administrator will always have the right to request a conference with the evaluator or the Superintendent if there is a disagreement with the final appraisal form.

BCASA MASTER AGREEMENT 2011-2012

ADMINISTRATOR APPRAISAL INSTRUMENT

Administrator \_\_\_\_\_ Evaluator \_\_\_\_\_

PART I

APPRAISAL OF ATTAINMENT OF GOALS AND OBJECTIVES

PERFORMANCE OBJECTIVES	LEVELS TO WHICH TARGETS WERE MET	GENERAL COMMENTS



APPENDIX "B" PART II

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1. EDUCATIONAL PLANNING

The Administrator demonstrates:

a. knowledge of the teaching-learning process.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. use of effective planning techniques.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. that educational needs have been identified and related goals and priorities are established on a yearly basis.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. that plans in the areas of budget, staff utilization and development, curriculum, and instruction facilitate the established goals.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

2. ORGANIZATION AND CONTROL

The Administrator demonstrates:

a. appropriate business procedures and administration of budgets.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective, efficient utilization and maintenance of physical facilities.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. effective utilization and supervision of personnel and programs toward the achievement of goals, priorities, and policies of the operational unit and the school district.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. appropriate organization and management of instructional personnel.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

BCASA MASTER AGREEMENT 2011-2012

3. LEADERSHIP AND STAFF RELATIONS

The Administrator demonstrates:

a. practices which promote self study and growth on the part of the staff individually and collectively.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective decision-making and problem-solving practices.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. commitment to the highest professional standards in the performance of all aspects of his/her position.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. that he/she keeps abreast of new knowledge and practices related to his/her area of responsibility.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

4. COMMUNITY RELATIONS

The Administrator demonstrates:

a. use of community resources.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. effective public relations.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. effective relationships with parents, parent-citizen organizations, and other community groups.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

d. active programs for involving the community in all aspects of the school program.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

BCASA MASTER AGREEMENT 2011-2012

5. STUDENT RELATIONS

The Administrator demonstrates:

a. an understanding of the social, emotional and intellectual characteristics of students.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. an ability to relate to students individually and in functional groups.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

c. behaviors which promote:

1 ) respect for the individual.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

2) respect for due process.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

3) opportunities for students to accept responsibilities for their own actions.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

6. CONTRIBUTION TO MANAGEMENT TEAM

The Administrator demonstrates:

a. the ability to work with others in the achievement of the goals of the management team.

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

b. an effective working relationship with administrators of support services (i.e. Director of Transportation, Director of Student Services, Director of Special Education, Director of Personnel & Employee Relations).

Needs Improvement \_\_\_\_\_ Satisfactory \_\_\_\_\_ Strong \_\_\_\_\_

7. OTHER ACCOMPLISHMENTS (as listed by Administrator)

BCASA MASTER AGREEMENT 2011-2012

APPENDIX "B"  
(continued)

PART III

SUMMARY OF OVERALL PERFORMANCE

- I. Evaluator's summary comments:
  
  
- II. Suggested list of priorities for consideration for following year:
  
  
- III. Summary comments and recommendations by Superintendent:
  
  
- IV. Comments of person being evaluated:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

BCASA MASTER AGREEMENT 2011-2012

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

between

BAY CITY PUBLIC SCHOOLS BOARD OF EDUCATION

and

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS

The Bay City Public Schools and the Bay City Association of School Administrators agree as follows:

1. Tuition for college coursework, graduate/undergraduate, shall be paid up to a maximum of six (6) credit hours per year for members of BCASA upon proof of registration.
2. Prior approval of coursework shall be required through the office of the Director of Personnel & Employee Relations.
3. Approved coursework shall be work related.
4. Courses shall be taken beyond the "normal" workday. Exceptions to this may be appealed to the Director of Personnel & Employee Relations. Decision of the Director of Personnel & Employee Relations shall be final.
5. Tuition costs will be reimbursed to the Administrator and may be prepaid. Documentation of proof of satisfactory completion of the course will be required of the Administrator or money, paid to the Administrator, shall be reimbursed to the School District.
6. If an Administrator is interested in out-of-state tuition, up to a maximum of \$100.00 per credit hour shall be allowed for the Administrator with a limit of six (6) credit hours per year (\$600.00).
7. Cost of class required textbooks shall be reimbursed by the School District. Receipts shall be turned in for reimbursement. Supplemental textbooks and materials are the responsibility of the Administrator.
8. Mileage and incidental costs shall not be reimbursed by the School District.

BCASA MASTER AGREEMENT 2011-2012

APPENDIX "D"

Bay City Association of School Administrators

Responsibility Factors for: \_\_\_\_\_

1 to 5 (5 being the highest rating)

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1.	Positive Annual Evaluation (15 points) Includes Superintendent's perspective	_____
2.	Doctorate Degree	
3.	Degree of involvement with implementation of District level academic initiatives	_____
4.	Attendance at District meetings	_____
5.	Number of students	_____
6.	Diversity of student population	_____
7.	Potential for violence	_____
8.	Night and outside obligations	_____
9.	Number of transient students	_____
10.	Socio/Economic area (Compass Survey)	_____
11.	Specialized/additional programs	_____
12.	Compliance with State and Federal Statutes	_____

BCASA MASTER AGREEMENT 2011-2012

- 13. Number of personnel to supervise \_\_\_\_\_
- 14. District committees \_\_\_\_\_
- 15. Number of recognized business partnerships \_\_\_\_\_
- 16. Degree of participation with local colleges \_\_\_\_\_
- 17. Number of Probationary Teachers \_\_\_\_\_
- 18. Compliance with tenure form deadlines \_\_\_\_\_
- 19. Degree of participation in Staff Development \_\_\_\_\_
- 20. Involvement in School Accreditation process \_\_\_\_\_
- 21. Involvement in school promotional activities, speeches, memberships, community committees, approved professional activities \_\_\_\_\_
- 22. Percentage of "At-Risk" students \_\_\_\_\_
- 23. Physical condition of site \_\_\_\_\_
- 24. Size of budget and compliance with District parameters \_\_\_\_\_
- 25. Compliance with pupil accounting rules and procedures \_\_\_\_\_
- 26. Compliance with District reporting deadlines \_\_\_\_\_
- 27. Consistency and cooperation in leveling of classes \_\_\_\_\_
- 28. Cooperation with District personnel in regards to District objectives \_\_\_\_\_

**BAY CITY PUBLIC SCHOOLS**  
910 N. Walnut Street  
Bay City, Michigan 48706

**APPLICATION FOR CURRENT IMPROVEMENT  
INCREMENT**

I hereby apply for the Current Improvement Increment. Transcripts are attached which indicate the qualifying hours of credit earned.

1. \_\_\_\_\_ years of teaching beyond the maximum step on the salary schedule.
2. Three semester hours of credit earned during the five-year period.
3. Qualifying hours must be in applicant's teaching field.
4. Eligible for current improvement effective \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Please return application to the Certification Office.