

**AGREEMENT**

**between**

**THE BAY CITY ASSOCIATION OF  
SCHOOL ADMINISTRATORS**

**and**

**THE BAY CITY BOARD OF EDUCATION**

**COVERING THE YEARS:**

**2023-2026**

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**ARTICLE 1  
PREAMBLE**

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

**ARTICLE 2  
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 that perform, as essential functions, the duties of the following positions: Principal; Assistant Principal; High School Assistant Principal/Athletic Director; certified directors including but not limited to Director of Alternative Education & Virtual and Online Programs, Director of College Preparation Services, Director of Special Education, Director of State and Federal Programs & Student Services. 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 classifications that perform, as essential functions, the duties of the following positions: Superintendent of Schools, Executive Assistant to the Superintendent, Director of Curriculum (K-12), Director of K-12 Assessment & Curriculum Support Services, Director of Transportation, Facilities and Maintenance, Director of Finance, Business Manager, Director of Human Resources, Human Resources Manager, Director of Food Service, Director of Technology, teachers and other non-instructional non-administrative Administrators.

**ARTICLE 3  
ADMINISTRATIVE CONTRACTS**

**3.10 EVALUATION**

Any Administrator who receives an “effective” rating on their annual performance evaluation shall be placed on a two-year contract for the two subsequent school years. Administrators receiving a rating less than “effective” may be placed on a one-year contract. An Administrator disciplined for unprofessional conduct, regardless of their performance rating, will not have the two-year contract for the subsequent two school years.

Principals in buildings with subordinate administrators will evaluate those administrators using the District tool for administrative evaluation.

**3.15 ADMINISTRATOR NOT EVALUATED**

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

**3.20 TENURE AS A TEACHER**

Administrators who earn tenure as a teacher at the District, and maintained current their teaching certificate, shall remain tenure as a teacher to the extent consistent with the Michigan Teachers’ Tenure Act. The parties agree that bargaining unit members shall not be deemed to be granted continuing tenure in their administrative position initially assigned or to which he/she may be assigned or transferred in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of his/her assignment or any employment assignment (requiring certification) with the District. Nor shall any decision of the Board not to continue or renew the employment of an administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers’ Tenure Act, be deemed a breach of the Master Agreement or the respective bargaining unit members’ employment contract, or a discharge or demotion within the provisions of the Michigan Teachers’ Tenure Act.

**ARTICLE 4  
RIGHTS OF THE ASSOCIATION**

**4.10**

The parties hereby agree 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 parties undertakes and agrees that they 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 they will not discriminate or retaliate against any

Administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership or non-membership in the Association, his/her participation or non-participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution or non-participation 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, to the extent allowed by the law, including but not limited to: Annual financial reports and audits, register of certificated and/or supervisory personnel, tentative budgetary requirements and allocations, agenda and open session 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. Any voluminous requests shall be subject to a fee for processing and copying pursuant to the District's FOIA policy, if the normal processing/copy costs are above \$50.

4.50

It is agreed and recognized 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.

4.70

The private and personal life of any Administrator is not normally within the

appropriate concern or attention of the Board unless it impacts the administrator’s ability to carry out his/her duties. Inappropriate private or personal behaviors can result in discipline. Thus, 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 and issue discipline. 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 any protected class.

4.90

Any member may have the option to exercise their teacher tenure rights to seek 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 Human Resources & Employee Relations or his/her designee, by March 15.

## **ARTICLE 5 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.

## **ARTICLE 6 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, and written Board policy and law.

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 up to \$2 million, per incident as allowable pursuant to the District's liability coverage.

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 Superintendent or his/her designee.

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 the Superintendent or his/her designee.

**ARTICLE 7  
PAYROLL DEDUCTIONS**

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.

**ARTICLE 8  
ADMINISTRATOR APPRAISAL**

8.05

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. Bargaining unit members are expected to maintain mobile phone service for communication related to their employment with the District.

8.10

No Administrator shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just causes, which shall include, by way of example, the following illustrative conduct: willful disregard of Board Policies for the term of this Agreement, dishonesty, incompetence, unlawful discrimination or harassment, fraud, insubordination, or unprofessional conduct.

8.15

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. 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.

8.20

Each Administrator shall have the right, upon reasonable 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, pursuant to the limits of state law. Any materials added to the personnel file shall be signed and dated.

8.25

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.

## **ARTICLE 9 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 Human Resources & 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 Human Resources & 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 Human Resources & 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.

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. The arbitration shall be conducted consistent with the Uniform Arbitration Act of 2012. MCL 691.1681, *et. seq.*

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 8.15.

## ARTICLE 10 COMPENSATION

Wages:

1. Duration – 3 Year Agreement
2. The parties agree to modify the salary scale as included in this tentative agreement.
  - a. Year 1 Compensation
    - i. Step increase by one step
    - ii. 3% increase to the salary schedule
  - b. Year 2 Compensation
    - i. Step increase by one step
    - ii. 3% increase to the salary schedule.
  - c. Year 3 Compensation
    - i. Step increase by one step
    - ii. 3% increase to the salary schedule.
  - d. The \$1,500 annuity payment currently tied to the 3<sup>rd</sup> current improvement will now be obtained the year after reaching the top of the scale (Year 14). Employees currently eligible for the \$1,500 annuity payment will be “grandfathered” and shall maintain eligibility for such payment.

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.

10.15

Merit Pay. Bargaining Unit Members shall receive a \$500 payment for attainment of a “highly effective” rating on his/her most recent performance evaluation.

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 through Direct Deposit or Pay Card. 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 Human Resources & 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.

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

For members employed as administrators before July 1, 2018, 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 (MPERS), 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 Human Resources & Employee Relations of an intent to leave the District by April 1st prior to the close of the school year or December 1<sup>st</sup> prior to the second semester of such retirement/resignation. For any other mid-year retirements, at least sixty (60) days' notice must be given. 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 payment at the rate of \$175 per day.
- For each accumulated unused absence day above 121 days, up to 130 days, the administrator shall receive payment at the rate of \$87.50 per day.

Bargaining unit members employed as administrators prior to July 1, 2018 with sick leave days accumulated above 130 days shall be capped at their current amount for severance purposes. Further accumulation of sick time by these grandfathered members shall not qualify for any additional severance above the grandfathered/capped amount. The Longevity/Severance payout shall be deposited into the Paradigm Equity 403(b) account, or other qualified (as determined by the District) tax-deferred account for a period of five (5) years on a bi-weekly basis beginning the first scheduled pay of the next school year.

Members employed as administrators after July 1, 2018 shall not be eligible for this benefit.

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 Human Resources Office.

## **ARTICLE 11 VACANCIES, PROMOTIONS AND TRANSFERS**

11.10

Currently employed Administrators shall be given first consideration for vacancies in administrative positions for which they apply, assuming the administrator is appropriately qualified. 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 Human Resources & 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 five (5) 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 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 90 days in advance of such change in writing. The Association is to receive copies of such notification.

11.70

Any BCASA administrator involuntarily transferred to another BCASA position, for disciplinary or budgetary reasons, or if the administrator's performance rating is less than "minimally effective", 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 Human Resources & 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.

## **ARTICLE 12 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 thirteen (13) days per year, 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. Bargaining unit members employed as administrators prior to July 1, 2018 with sick leave days accumulated above 130 days shall be capped at their current amount for severance purposes. Further accumulation of sick time by these grandfathered members shall not qualify for any additional severance above the grandfathered/capped amount. Bargaining unit members with sick leave days accumulated below 130 days shall only be allowed to accumulate up to that amount for severance purposes. Unless grandfathered, the severance benefit payout shall be limited to 130 days per bargaining unit member.

The Administrator may also use sick leave days each year to attend the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care.

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.

12.25

The District shall provide bargaining unit members with a short-term disability (STD) policy with a 30-day elimination period, \$1,500 maximum weekly benefit, paid at 60% of basic earnings for a maximum of 22 weeks, or until a long-term disability (LTD) policy becomes payable. Members shall utilize their available sick leave accumulation during the 30-day elimination period and may also supplement the STD benefit by utilizing their available sick leave accumulation. Should sick leave time become exhausted, bargaining unit members may then supplement STD benefits with their available vacation time.

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 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.

12.30

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

### **ARTICLE 13 INSURANCE PROTECTION**

13.05

Pursuant to the authority set forth in PA 152 of 2011, the Board agrees to furnish all Administrators in the bargaining unit the following insurance protection.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for the following insurance program to include medical, dental, vision and hospitalization insurance for a full twelve (12) month period:

Beginning July 1, 2021, the District will contribute 90% of the hard cap limits (through PA 152) for Medical, Dental, and Vision Plans, and maintain the medical benefit

plan coverage year at July 1 to June 30. The Union may select other products annually for the duration of this contract.

The annual Employer paid amounts shall adjust at the beginning of each plan year (July 1 through June 30), at 90% of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

#### 13.10 Life Insurance

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 Health Insurance

The School District shall provide complete health care protection on a full twelve (12) month basis with either 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. The plan year is July 1<sup>st</sup> through June 30<sup>th</sup>.

The following “Base Plan” level of co-pays, deductibles and level of Co-insurance are a 100% expense of the employee. The “Base Plan” (OPT 3) is \$1000/\$2000 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket \$3500/\$7000, \$30/\$50 Office Visit Co-pay, \$80 Urgent Care Co-pay, \$150 ER Co-pay (See attached benefit level description for the Base Plan (OPT 3) attached to this contract). Included in the “Base Plan” health insurance are prescription benefits that have established co-payment levels of \$15/\$50 which are the responsibility at 100% paid by the employee based on the prescription category (See attached benefit levels description for prescription coverage).

Should the employee 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 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 employee.

Bi-weekly payments for the employee’s portion of insurance benefits 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 employee 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 employee. If the employee’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 employee (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 employee 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 Dental

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 has been identified above. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. 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 employee 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 employee. If the employee'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 employee (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 coverage of the employee 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 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 In Lieu of Health

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, provided they present documentation that they hold medical insurance meeting the coverage and cost conditions of the Affordable Care Act, to the extent required by law. 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.

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

#### 13.45 Vision

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 has been identified above. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. 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 employee 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 employee. If the employee'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 employee (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 coverage of the employee who is unable to make their portion of the premium current.

#### 13.50

The Board will provide general liability insurance to completely cover any possible losses up to a maximum of \$2 million resultant from litigation against the Administrator for any actions related to his/her job assignment.

#### 13.60

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 FLEXIBLE SPENDING ACCOUNT

A flexible spending account will be available for employee contribution. A copy of the plan is attached to the contract.

## **ARTICLE 14 LEAVES AND RELEASED TIME**

### 14.00 RELEASED TIME:

Four personal business days per year, not chargeable to member's sick balance. Further, four (4) additional sick days may be utilized for personal business.

The Director of Human Resources & Employee Relations shall be notified in all instances, and whenever possible, prior to the absence.

### 14.05

A bereavement leave for a maximum of three (3) days for a death in the immediate family: Spouse, father/stepfather, mother/stepmother, brother/stepbrother, sister/stepsister, children/stepchildren, grandchildren/step grandchildren, and grandparent/step grandparents. Additional time may be granted by the Director of Personnel and Employee Relations for long distance travel.

### 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.

### 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, if steps were otherwise awarded to members not on leave during relevant timeframe. Dates for such leaves shall be mutually agreed upon to avoid disruption of operations.

### 14.13

A maternity/paternity leave up to six (6) months shall be granted without pay. An extension may be granted for one additional six (6) months upon application in writing.

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

Military, Reserve, or National Guard leaves of absence shall be granted consistent with state and Federal law and the FMLA.

14.15

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 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.

14.16

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.

## **ARTICLE 15 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, notify, in writing 60 days in advance, 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 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

15.30

Determinations of persons retained shall be based on the factors outlined in Section 1248 and 1249 of the Revised School Code.

15.40

Individual Administrators to be removed from Administrative positions shall receive written notice sixty (60) calendar days prior to the layoff date.

15.50

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

15.60

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.

## **ARTICLE 16 WORK YEAR**

16.10

All Administrators are fifty-two (52) week Administrators, the employment year beginning July 1 and ending June 30.

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.

16.25

There will be two (2) release days during winter break that will be mutually decided between BCASA and BCPS where administrators will not be required to work.

16.30

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

Category 1: Fifty-two (52) week assignment with fifteen (15) vacation days, with the exception of the High School Principals which shall be twenty-five (25) vacation days.

Category 2: Fifty (50) week assignment with fifteen (15) vacation days.

Category 3: Forty-eight (48) week assignment with fifteen (15) vacation days.

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.

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 Human Resources & Employee Relations.

Vacation days cannot be carried over. Member is allowed to request to be paid at their daily rate for no more than five (5) unused vacation days. These five (5) days shall be placed into a 403b account, to be set up by the administrator.

16.50

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.

## **ARTICLE 17 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.

## **ARTICLE 18 VOICE IN STAFF SELECTION**

Bargaining unit members shall be entitled to be an interview panel member for custodial positions and for “interview positions” that they directly supervise.

**ARTICLE 19  
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 posted online on the District's website.

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 or lose his/her severance.

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.

**ARTICLE 20  
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.

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 Human Resources & 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.

## **ARTICLE 21 DURATION OF AGREEMENT**

21.10

This Agreement shall be in full force and effect from August 1, 2021 to midnight July 31<sup>st</sup>, 2023 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.

In witness whereof, the parties hereunto set their hands and seals this 11<sup>th</sup> Day of April, 2023.

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS:

By:

*RYAN BOON*

\_\_\_\_\_  
President

*BRADLEY PENNELL*

\_\_\_\_\_  
Vice President

BAY CITY BOARD OF EDUCATION:

By:

*Matt Felau*

\_\_\_\_\_  
President

*Stephan C. Boyd*

\_\_\_\_\_  
Superintendent

*Cynthia K. Marshall*

\_\_\_\_\_  
Director of Human Resources & Employee Relations



## APPENDIX "A" COMPENSATION

### 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, Assistant High School Principal, Director of College Preparation Services, Director of Special Education, Athletic Director
Level III	Elementary Principal
Level IV	Assistant Middle School Principal, Assistant Elementary School Principal
Level V	(none)
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 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 overall 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.

**Professional Growth Factors:**

MA+30: \$1,552

Educational Specialist \$1,552

Doctorate: \$1,552

B.C.A.S.A.  
 APPENDIX “A” COMPENSATION  
 A.1.10 COMPENSATION FACTORS FOR ADMINISTRATIVE POSITIONS – YEAR 1 (3% Increase to Scale)

Level	Assignment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Level I	52 weeks	\$96,156	\$98,560	\$101,023	\$103,549	\$104,211	\$106,271	\$108,928	\$110,988	\$113,762	\$115,822	\$118,718	\$121,686	\$124,776
	50 weeks	\$92,515	\$94,827	\$97,198	\$99,628	\$100,349	\$102,409	\$104,969	\$107,029	\$109,705	\$111,765	\$114,559	\$117,423	\$120,513
	48 weeks	\$88,651	\$90,868	\$93,140	\$95,468	\$96,376	\$98,436	\$100,897	\$102,957	\$105,531	\$107,591	\$110,281	\$113,038	\$116,128
Level II	52 weeks	\$93,618	\$95,958	\$98,357	\$100,816	\$101,674	\$103,734	\$106,327	\$108,387	\$111,097	\$113,157	\$115,986	\$118,886	\$121,976
	50 weeks	\$90,086	\$92,338	\$94,647	\$97,013	\$97,921	\$99,981	\$102,480	\$104,540	\$107,154	\$109,214	\$111,945	\$114,743	\$117,833
	48 weeks	\$86,445	\$88,606	\$90,821	\$93,091	\$94,170	\$96,230	\$98,636	\$100,696	\$103,213	\$105,273	\$107,905	\$110,602	\$113,692
Level III	52 weeks	\$88,874	\$91,095	\$93,373	\$95,707	\$96,928	\$98,988	\$101,463	\$103,523	\$106,112	\$108,172	\$110,875	\$113,647	\$116,737
	50 weeks	\$85,451	\$87,588	\$89,777	\$92,022	\$93,587	\$95,647	\$98,038	\$100,098	\$102,600	\$104,660	\$107,278	\$109,959	\$113,049
	48 weeks	\$82,029	\$84,080	\$86,182	\$88,337	\$89,755	\$91,815	\$94,111	\$96,171	\$98,575	\$100,635	\$103,151	\$105,730	\$108,820
Level IV	52 weeks	\$84,127	\$86,231	\$88,386	\$90,596	\$92,184	\$94,244	\$96,600	\$98,660	\$101,126	\$103,186	\$105,767	\$108,411	\$111,501
	50 weeks	\$80,926	\$82,950	\$85,023	\$87,149	\$88,761	\$90,821	\$93,091	\$95,151	\$97,531	\$99,591	\$102,080	\$104,633	\$107,723
	48 weeks	\$77,617	\$79,557	\$81,546	\$83,585	\$85,341	\$87,401	\$89,585	\$91,645	\$93,937	\$95,997	\$98,397	\$100,857	\$103,947
<b>Professional Growth Factors</b>														
MA+30: \$1,552														
Educational Specialist: \$1,522														
Doctorate: \$1,552														

B.C.A.S.A.  
 APPENDIX “A” COMPENSATION  
 A.1.10 COMPENSATION FACTORS FOR ADMINISTRATIVE POSITIONS – YEAR 2 (3% Increase to Scale)

Level	Assignment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Level I	52 weeks	\$99,040	\$101,516	\$104,054	\$106,655	\$107,338	\$109,459	\$112,195	\$114,317	\$117,175	\$119,297	\$122,279	\$125,337	\$128,520
	50 weeks	\$95,290	\$97,672	\$100,114	\$102,617	\$103,359	\$105,481	\$108,118	\$110,240	\$112,996	\$115,118	\$117,995	\$120,946	\$124,128
	48 weeks	\$91,311	\$93,594	\$95,934	\$98,332	\$99,267	\$101,389	\$103,924	\$106,045	\$108,697	\$110,818	\$113,590	\$116,430	\$119,612
Level II	52 weeks	\$96,426	\$98,837	\$101,307	\$103,841	\$104,725	\$106,846	\$109,517	\$111,639	\$114,430	\$116,552	\$119,466	\$122,452	\$125,635
	50 weeks	\$92,788	\$95,109	\$97,486	\$99,923	\$100,859	\$102,981	\$105,554	\$107,676	\$110,369	\$112,490	\$115,303	\$118,185	\$121,368
	48 weeks	\$89,038	\$91,264	\$93,546	\$95,884	\$96,995	\$99,117	\$101,595	\$103,717	\$106,310	\$108,431	\$111,142	\$113,921	\$117,103
Level III	52 weeks	\$91,540	\$93,828	\$96,174	\$98,578	\$99,836	\$101,958	\$104,507	\$106,629	\$109,295	\$111,417	\$114,202	\$117,057	\$120,239
	50 weeks	\$88,014	\$90,216	\$92,470	\$94,783	\$96,394	\$98,516	\$100,980	\$103,101	\$105,678	\$107,800	\$110,496	\$113,257	\$116,440
	48 weeks	\$84,490	\$86,602	\$88,768	\$90,987	\$92,448	\$94,570	\$96,934	\$99,056	\$101,532	\$103,654	\$106,246	\$108,901	\$112,084
Level IV	52 weeks	\$86,651	\$88,817	\$91,038	\$93,314	\$94,949	\$97,071	\$99,498	\$101,619	\$104,160	\$106,282	\$108,940	\$111,663	\$114,846
	50 weeks	\$83,354	\$85,439	\$87,574	\$89,764	\$91,424	\$93,546	\$95,884	\$98,006	\$100,457	\$102,578	\$105,143	\$107,772	\$110,954
	48 weeks	\$79,945	\$81,944	\$83,993	\$86,092	\$87,901	\$90,023	\$92,273	\$94,395	\$96,755	\$98,877	\$101,349	\$103,882	\$107,065
<b>Professional Grown Factors</b>														
MA+30: \$1,552														
Educational Specialist: \$1,522														
Doctorate: \$1,552														

B.C.A.S.A.  
 APPENDIX “A” COMPENSATION  
 A.1.10 COMPENSATION FACTORS FOR ADMINISTRATIVE POSITIONS – YEAR 3 (3% Increase to Scale)

Level	Assignment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Level I	52 weeks	\$102,012	\$104,562	\$107,176	\$109,855	\$110,558	\$112,743	\$115,561	\$117,747	\$120,691	\$122,876	\$125,948	\$129,097	\$132,375
	50 weeks	\$98,149	\$100,602	\$103,117	\$105,695	\$106,460	\$108,645	\$111,362	\$113,547	\$116,386	\$118,572	\$121,535	\$124,574	\$127,852
	48 weeks	\$94,050	\$96,401	\$98,812	\$101,282	\$102,245	\$104,431	\$107,041	\$109,227	\$111,958	\$114,143	\$116,997	\$119,922	\$123,201
Level II	52 weeks	\$99,319	\$101,802	\$104,347	\$106,956	\$107,866	\$110,052	\$112,802	\$114,988	\$117,863	\$120,048	\$123,050	\$126,126	\$129,404
	50 weeks	\$95,572	\$97,962	\$100,411	\$102,921	\$103,884	\$106,070	\$108,721	\$110,906	\$113,680	\$115,865	\$118,762	\$121,731	\$125,009
	48 weeks	\$91,709	\$94,002	\$96,352	\$98,761	\$99,905	\$102,090	\$104,643	\$106,828	\$109,499	\$111,684	\$114,476	\$117,338	\$120,616
Level III	52 weeks	\$94,286	\$96,643	\$99,059	\$101,535	\$102,831	\$105,017	\$107,642	\$109,828	\$112,574	\$114,759	\$117,628	\$120,568	\$123,846
	50 weeks	\$90,655	\$92,922	\$95,244	\$97,626	\$99,286	\$101,472	\$104,009	\$106,194	\$108,849	\$111,034	\$113,811	\$116,655	\$119,933
	48 weeks	\$87,025	\$89,200	\$91,431	\$93,717	\$95,221	\$97,407	\$99,842	\$102,028	\$104,578	\$106,764	\$109,433	\$112,168	\$115,447
Level IV	52 weeks	\$89,251	\$91,482	\$93,769	\$96,113	\$97,798	\$99,983	\$102,482	\$104,668	\$107,285	\$109,470	\$112,208	\$115,013	\$118,291
	50 weeks	\$85,854	\$88,002	\$90,201	\$92,457	\$94,167	\$96,352	\$98,761	\$100,946	\$103,470	\$105,656	\$108,297	\$111,005	\$114,283
	48 weeks	\$82,344	\$84,402	\$86,512	\$88,675	\$90,538	\$92,723	\$95,041	\$97,226	\$99,658	\$101,843	\$104,389	\$106,999	\$110,277
<b>Professional Growth Factors</b>														
MA+30: \$1,552														
Educational Specialist: \$1,522														
Doctorate: \$1,552														

APPENDIX "B"  
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 (or 180 SCECH 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.

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B.C.A.S.A. President

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Director of Personnel & Employee Relations

APPENDIX "C"  
MEMORANDUM OF UNDERSTANDING

between the

BAY CITY PUBLIC SCHOOLS  
and the  
BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATORS

August 3, 2018

RE: Grandfathered Maximum Longevity/Severance Days

In recognition of the modifications to Articles 10.70 and 12.10 made in the BCASA Master Agreement beginning July 1, 2018, the individuals grandfathered with a sick balance over 130 days are memorialized below and are eligible for severance according to maximum amounts listed below:

Name		Maximum Payable Days
Ryan	Boon	156.0
<del>Michael</del>	<del>Connors</del>	<del>139.5</del>
Judith	Cox	172.0
Carla	Derocher	231.0
John	Folsom	199.0
<del>Phillip</del>	<del>Heller</del>	<del>155.0</del>
Michelle	Kennedy	205.0
Kimberly	Offenbecker	130.0
Stephen	Sevener	263.5
<del>Michael</del>	<del>Thayer</del>	<del>179.0</del>
<del>Paula</del>	<del>Weiss</del>	<del>253.5</del>
<del>Rodney</del>	<del>Woods</del>	<del>219.0</del>

Bay City Public Schools

Bay City Association of  
School Administrators

Jennifer Grigg

Phil Heller

8/3/2018  
Date

8/3/2018  
Date

# Signature Certificate

Reference number: TB9IG-FXEYS-D7EMU-SQPJM

## Signer

## Timestamp

## Signature

### Cynthia Marchese

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### RYAN BOON

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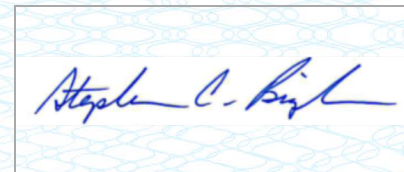
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### STEPHEN BIGELOW

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Signed: 07 Jun 2023 14:13:10 UTC



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### BRADLEY PENNELL

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Signed: 07 Jun 2023 15:57:44 UTC

*BRADLEY PENNELL*

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### Matt Felan

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*Matt Felan*

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Location: Midland, United States

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Letter of Agreement

between the

BAY CITY PUBLIC SCHOOLS

and the

BAY CITY ASSOCIATION OF SCHOOL ADMINISTRATION

November 7, 2023

Both parties agree to the following language.

**ARTICLE 13  
SICK LEAVE**

12.25

The District shall provide bargaining unit members with a short-term disability (STD) policy with a 28-day elimination period, \$1,500 maximum weekly benefit, paid at 60% of basic earnings for a maximum of 52 weeks, or until a long-term disability (LTD) policy becomes payable. Members shall utilize their available sick leave accumulation during the 28-day elimination period and may also supplement the STD benefit by utilizing their available sick leave accumulation. Should sick leave time become exhausted, bargaining unit members may then supplement STD benefits with their available vacation time.

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 times as a claim arises, in order to qualify the Administrator shall use accumulated sick days up to 90 days. If the Administrator has more than 90 days available, the individual exhaust his/her 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.

12.30

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

**ARTICLE 13  
INSURANCE PROTECTION**

13.05

Pursuant to the authority set forth in PA 152 of 2011, the Board agrees to furnish all Administrators in the bargaining unit the following insurance protection.

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for the following insurance program to include medical, dental, vision and hospitalization insurance for a full twelve (12) month period:

Beginning January 1, 2024, the District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums and maintain the medical benefit plan coverage year from January 1 through December 31. The Union may select other products annually for the duration of this contract.

The annual Employer paid amounts shall adjust at the beginning of each plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Should the premium cost of the HSA plan fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

#### 13.10 Life Insurance

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

#### 13.15 Health Insurance

The School District shall provide complete health care protection on a full twelve (12) month basis with either 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. The plan year is January 1<sup>st</sup> through December 31<sup>st</sup>.

Beginning January 1, 2024, employees shall have the following MESSA medical plans available:

##### *A. Option 1:*

MESSA Choices II  
\$500/\$1,000 In-Network Deductible  
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay  
\$25/\$50 Urgent Care/Emergency Room Copay  
Saver Rx

##### *B. Option 2:*

MESSA Choices II  
\$500/\$1,000 In-Network Deductible  
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay  
\$25/\$50 Urgent Care/Emergency Room Copay  
10% Co-insurance  
Saver Rx

C. Option 3:

MESSA ABC Plan 1  
\$1,600/\$3,200 In-Network Deductible (set by IRS\*)  
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay  
\$0/\$0 Urgent Care/Emergency Room Copay  
ABC Rx  
Health Equity Account

*Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).*

*If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.*

*\*In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

D. Option 4:

MESSA Balance+  
\$1,600/\$3,200 In-Network Deductible  
\$25/\$50 Office Visit/Specialist Visit Copay  
\$50/\$2000 Urgent Care/Emergency Room Copay  
20% Co-insurance  
Balance+ Rx  
Health Equity Account

*Beginning January 1, 2024, employees who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred dollars (\$1,600) for self only and three thousand two hundred dollars (\$3,200) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEA H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).*

*If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the Human Resource Department Representative to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.*

*\*In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

E. Option 5: Cash in-lieu of \$100 per month

Bi-weekly payments for the employee's portion of insurance benefits 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 employee 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 employee. If the employee'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 employee (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 employee 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 Dental

The Board shall provide fully funded dental insurance options for a full twelve (12) month period through MESSA Dental Insurance Program. Options available are full family, single, or two person levels of benefits. The program coverage shall be:

- Diagnosis & Prevention = 100% (2 cleanings per year)
- Basic Services = 80% (X-Rays)
- Major Services = 80% (Annual Max = \$1,500)
- Orthodontics = 80% (Lifetime Max = \$1,500)

### 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 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.

### 13.40 In Lieu of Health

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 one hundred dollars (\$100.00) per month under Section 125 of the Internal Revenue Code, provided they present documentation that they hold medical insurance meeting the coverage and cost conditions of the Affordable Care Act, to the extent required by law. 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.

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

### 13.45 Vision

The Board shall provide fully funded vision insurance for a full twelve (12) month period through MESSA VSP 3 G. Options available are full family, single, or two person levels of benefits.

### 13.50

The Board will provide general liability insurance to completely cover any possible losses up to a maximum of \$2 million resultant from litigation against the Administrator for any actions related to his/her job assignment.

### 13.70 Flexible Spending Account

A flexible spending account will be available for employee contribution outlined by federal regulations.

*Cynthia K. Marchese*

Bay City Public Schools

11 / 08 / 2023

Date:

**RYAN BOON**

Bay City Association of School Administrators  
(BCASA)

11 / 08 / 2023

Date:

# Signature Certificate

Reference number: XIX99-AWFPB-DM2MC-9HLRG

## Signer

## Timestamp

## Signature

### RYAN BOON

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Sent: 08 Nov 2023 19:15:18 UTC  
Viewed: 08 Nov 2023 19:16:57 UTC  
Signed: 08 Nov 2023 19:17:17 UTC



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### Cynthia Marchese

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Viewed: 08 Nov 2023 19:15:22 UTC  
Signed: 08 Nov 2023 19:33:21 UTC



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