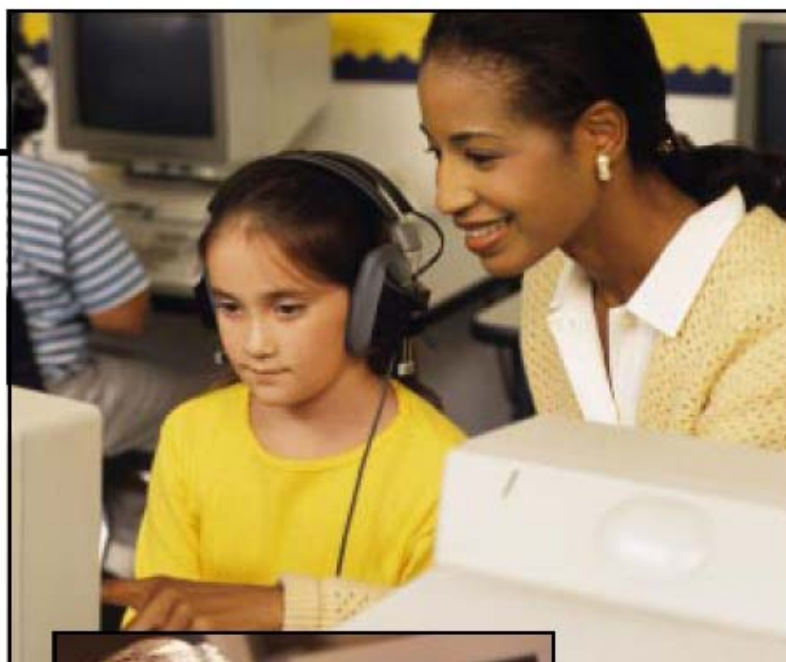


Academic, Technical and
Administrative Support Group

AGREEMENT

2011-2013



THE ACADEMIC, TECHNICAL, AND ADMINISTRATIVE SUPPORT GROUP EMPLOYMENT AGREEMENT

This agreement covers persons employed by Bay-Arenac ISD who are not members of any other bargaining unit, known as the Academic, Technical, and Administrative Support Group. Additional positions may be recommended by the Superintendent/Designee based on business needs, service requirements, and new programs. Actual work days required will be determined by the Superintendent/Designee based on business needs, service and requirements. This agreement is effective May 16, 2011 and expires June 30, 2013.

POSITIONS

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

ACADEMIC SUPPORT

Health Education Consultant
Curriculum Consultant
Special Needs Coordinator
Guidance Counselor
Career Development Counselor
Placement Specialist

ADMINISTRATIVE SERVICES

Accountant

TECHNICAL SERVICES

Engineer
Systems Engineer
Senior Support Specialist

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

NETWORK, TECHNICIAN, and APPLICATION SERVICES

Support Specialist
Computer Technician A+ Certification
Application Support Specialist
Application Support Specialist Assistant

ADMINISTRATIVE SUPPORT I

Administrative Assistant to Director of Career Education
Administrative Assistant to Director of Instructional Services
Administrative Assistant to Director of Special Education

ADMINISTRATIVE SUPPORT II

Early On Family Service Coordinator
Playgroup Assistant

NON-WORK DAYS

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

HOLIDAYS

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

VACATIONS

All full time non-academic employees shall be entitled to 21 paid vacation days.

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

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

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

FACILITIES CLOSURE

When conditions not within the control of the district such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county, or state health officials cause the Superintendent/Designee to close ISD facilities/operations, employees shall receive their regular salary for the day(s). On days when constituent districts are closed due to the above stated conditions, employees who are

assigned to those districts shall notify their administrator of their status. Should ISD facilities remain open, employees who are assigned to ISD facilities will report to their assignments at the regular time or as soon as safe conditions will permit. Employees who are unable to report to work shall notify their administrator promptly.

LEAVES OF ABSENCE

Sick leave with pay will be granted in cases of illness to the employee, spouse or dependent children. Employees may use six (6) sick leave days per year for the care of the employee's spouse, son, daughter, or parent(s). Employees will receive twelve (12) paid sick days per fiscal year and two (2) personal days. The total number of sick days accrued shall not exceed one hundred fifteen (115) days on June 30 of the year accrued. A reconciliation of each sick leave account will be made on July 1 of each year.

An employee is to notify their supervisor as early as possible on the day they become sick and complete required documents within three (3) working days upon return to work. The Superintendent/Designee may require a doctor's statement for any or all sick days used. Personal business days may be taken only upon prior approval of the Superintendent/Designee.

In the event of death in the immediate family (mother, father, spouse, child, sister, brother, grandchild, grandparent, grandparent of current spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law) the employee will be granted up to a three (3) day leave of absence with pay per year. Should additional days be needed, employee will have the option of using paid personal days, paid vacation days if applicable, or time off without pay. Extensions may be granted upon application and approval of the Superintendent/Designee for bereavement and/or funerals for others.

TERMINAL PAY

If an employee has ten (10) continuous years of service with Bay-Arenac ISD, upon retirement from Michigan Public School Employees' Retirement System, the employee will receive \$30.00 per day for all unused sick leave up to 115 days.

LEAVE OF ABSENCE WITHOUT PAY

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

Family Medical Leave Act (FMLA) Leaves:

1. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
2. The twelve week allowance referred to in the FMLA will be based on July 1st to the following June 30th of each year.
3. As prescribed and required by the FMLA, the District will provide insurance benefits as per the ¶ A, of the Insurance section of this policy.
4. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay that the employee is entitled to.
5. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from a District appointment physician. Any second or third opinion will be paid for by the District, if not covered by insurance.
6. Any paid leave provided for in this policy shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA).
7. FMLA leave must be applied for. Application should be completed and approved prior to leave whenever possible.

BENEFITS

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

Employees who are eligible for health care protection and who enroll for health care protection shall be enrolled in the Bay-Arenac ISD Health Plan, subject to the rules and policies of the third party administrator, carrier, underwriter and non-profit health care corporation. Plan benefits shall be described in the Summary of Plan Description. Employees shall have a \$5.00 prescription co-pay for generic drugs, a \$20.00 co-pay for formulary drugs, and a \$40.00 co-pay for non-formulary drugs whether dispensed at a retail pharmacy or mail order. The benefit will not include provisions for Dispensed as Written. Medications prescribed on a long term basis (three (3) months or more) to treat chronic conditions shall be purchased through mail order after the third (3rd) fill. All prescription fills after the 3rd shall have a co-payment of 100%.

The Board shall annually contribute an amount, not to exceed \$16,800 for the Bay-Arenac Health Plan. Employees covered by this policy shall contribute to the cost of the Bay-Arenac Health Plan in excess of \$16,800.

The impact of any alterations to the Bay-Arenac ISD Health Plan specifications which are required by action of an administrative agency, order of a court, legislative enactment or by decisions of the underwriter, carrier, third party administrator, or non-profit health care corporation shall be discussed with the group. The Board reserves the right to change the identity of the insurance carrier, policyholder, underwriter, or third party administrator for any or all of the coverage.

The health care plan specifications set forth in the Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.

Full-time employees who work thirty five (35) hours each week on a regularly scheduled basis shall be eligible for health care benefits provided in this Article. Part-time employees who work a minimum of twenty (20) hours per week on a regularly scheduled basis shall be entitled to one half (50%) of the Board's contributions made on their behalf toward health care benefits through the Bay-Arenac ISD Health Plan. Employees electing such coverage shall be responsible for payment of the remaining cost. The Board shall have the right to make deduction of such amounts from the employee's wages. Part time employees who work less than 20 hours per week on a regularly scheduled basis shall not be eligible for any other benefits described in this Agreement.

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

The Board will provide a self-funded vision care plan for employee, spouse, and dependent children.

Employees not wishing health care protection may apply one hundred seventy-five (\$175) dollars per month toward the following cash options provided through the District's Section 125 Plan: Cash, Group Term Life, or a tax shelter annuity of the Board's choice.

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

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

TRAVEL

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

JURY DUTY

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

PROFESSIONAL DEVELOPMENT

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

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

PROFESSIONAL EVALUATION

Each employee covered by this agreement shall be evaluated at least once every two years. Each employee will have a right to review, upon request, the contents of his/her personnel file other than those materials exempt by the Bullard-Plawecki Act .

SALARIES

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

For the duration of the agreement, employee's steps shall be frozen at the current step reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as a hard dollar payment. On June 30, 2012, a 2nd calculation of the aggregate cost of step increases will be divided by the total number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

Those employees eligible through provisions of §380.1249 of the Revised School Code, and who have achieved a satisfactory in their annual evaluation, shall receive merit pay in the amount of \$200 in the final payroll in June. Criteria for such evaluation shall comply with Michigan statute.

**APPENDIX A
2011-2013**

**Academic Support
(Salaries based on 187 days/year)**

Step	BA	MA	MA+30
1	39,005	43,094	44,171
2	41,453	45,701	46,779
3	43,863	48,296	49,374
4	46,245	50,896	51,973
5	48,611	53,472	54,549
6	51,326	56,430	57,508
7	53,684	58,961	60,039
8	56,106	61,579	62,656
9	58,521	64,151	65,266
10	60,877	66,760	67,837
11	62,276	68,570	69,606
12	63,765	70,558	71,636
13	65,229	72,212	73,985

**Administrative Support I
Hourly Rate**

Step	Administrative Support I Hourly Rate				Administrative Services	
	No Degree	Certificated	AA	BA	AA/60 Cr.	BA
1	19.23	19.82	20.41	21.00	39,956	41,115
2	19.78	20.39	20.99	21.61	41,094	42,296
3	20.33	20.95	21.57	22.20	42,233	43,456
4	20.87	21.51	22.16	22.81	43,371	44,657
5	21.42	22.08	22.74	23.42	44,510	45,838
6	21.97	22.64	23.32	24.01	45,648	46,998
7	22.52	23.21	23.91	24.61	46,808	48,179
8	23.06	23.77	24.49	25.20	47,947	49,338
9	23.61	24.34	25.08	25.81	49,085	50,519
10	24.16	24.90	25.66	26.40	50,224	51,679

**Administrative Support II
Hourly Rate**

Step	Administrative Support II Hourly Rate					Playgroup Assistant
	No Degree	Certificated	AA	BA	Early On	
1	18.51	19.01	20.01	21.01	16.24	9.14
2	18.81	19.31	20.34	21.35	16.89	9.48
3	19.11	19.63	20.66	21.68	17.55	9.79
4	19.40	19.93	20.98	22.03	18.21	10.14
5	19.70	20.24	21.31	22.37	18.87	10.43
6	20.00	20.54	21.62	22.71	19.53	10.86
7	20.30	20.85	21.95	23.05	20.18	
8	20.61	21.17	21.95	23.40	20.84	
9	20.90	21.47	22.60	23.72	21.50	
10	21.21	21.78	22.92	24.06	22.16	

APPENDIX A

2011-2013

Network Services Group

Step	Engineer	Systems Engineer	Support Specialist
1	40,326	40,326	19.82
2	41,652	41,652	20.39
3	42,979	42,979	20.95
4	44,305	44,305	21.51
5	45,632	45,632	22.08
6	46,958	46,958	22.65
7	48,285	48,285	23.21
8	49,611	49,611	23.77
9	50,938	50,938	24.34
10	52,264	52,264	24.91
11	53,591	53,591	
12	54,918	54,918	
13	56,244	56,244	

Technician Services Group (Computer)

Step	Senior Support Specialist	Computer Technician A+ Certification	
1	40,326	13.84	
2	41,652	14.47	
3	42,979	15.29	
4	44,305	15.92	
5	45,632	16.57	
6	46,958	17.64	
7	48,285	18.32	
8	49,611	19.18	
9	50,938	20.05	
10	52,264	20.92	
11	53,591	21.02	15 year
12	54,918	21.07	20 year
13	56,244	21.17	25 year

Application Services Group (CIMS)

Step	Application Support Specialist	Application Support Specialist Assistant (.75)
1	20.68	15.51
2	21.36	
3	22.04	
4	22.72	
5	23.40	
6	24.08	
7	24.76	
8	25.44	
9	26.13	
10	26.81	
11	27.49	
12	28.16	
13	28.84	