

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

6/30/91

**A G R E E M E N T**

**Between**

**BRIDGEPORT-SPAULDING  
BOARD OF EDUCATION**

**And**

**BRIDGEPORT ADMINISTRATORS PROFESSIONAL ASSOCIATION  
(BAPA)**

**July 1, 1989**

**To**

**June 30, 1991**

**BRIDGEPORT-SPAULDING COMMUNITY SCHOOL DISTRICT  
BRIDGEPORT, MICHIGAN**

*Bridgeport-Spauldning Community School District*

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# A G R E E M E N T

## PREAMBLE

This Agreement, by and between the Board of Education, Bridgeport-Spaulding Community Schools, Bridgeport, Michigan, (hereinafter the "Board"), and the Bridgeport Administrators Professional Association, (hereinafter the "Association"), is entered into this 21st day of August, 1989.

## ARTICLE I Recognition

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees, excluding the Superintendent of Schools, the Assistant Superintendent for Personnel, Assistant Superintendent for Instruction, Administrative Assistant, Director of Business Affairs, Special Education Director, Community Education Director, Maintenance Supervisor, and Transportation Supervisor.

Section 2: When the Board shall create any new administrative classification, the parties shall meet to bargain concerning the inclusion or exclusion of that classification from the unit. Should the parties be unable to reach agreement, the Association may file a unit classification petition with the Michigan Employment Relations Commission.

Section 3: The term "administrator," when used herein, shall refer to all members of the bargaining unit represented by the Association.

## ARTICLE II Dues Check-Off

Section 1: The Bridgeport-Spaulding Board of Education agrees that as early as practicable after the date of the Agreement, payroll deduction for the payment of Bridgeport Administrators Professional Association dues shall be made from the pay of the employees who voluntarily request such dues deduction, who are members in good standing of the Association and who are employed in occupations listed under the Recognition Clause of this Agreement.

Section 2: The Association shall present the Board with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the

Board for any deduction made and paid over to the Association which may later be held to have not been authorized by the individual involved or which may constitute illegal deductions.

2.1: The Board will cause to be paid to the Association a representation fee equivalent to the dues of the Association, which will be deducted from the pay of members of the bargaining unit who choose not to join the Association. The refusal of any member of the bargaining unit to contribute fairly to the costs of negotiating and administering this and other agreements is recognized as just and reasonable cause for termination of employment.

2.2: Failure to contribute fairly to the costs of negotiating and administering this Agreement will result in termination of employment at the end of the first semester of employment.

Section 3: The Association shall indemnify the Board and hold it harmless against any loss or claims for damages, including unemployment compensation, resulting from the payment to the Association of any sums deducted under this Article, and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend any such action or claim.

Section 4: When an employee does not have sufficient money due him, after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.

Section 5: If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due him for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.

Section 6: All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

### ARTICLE III Board Rights

Section 1: Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the District, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the

Bridgeport-Spaulding School System and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

Section 2: The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3: The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

#### ARTICLE IV No Strike

Section 1: The Association and the Board recognize that strikes and other forms of work stoppage by administrators are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any administrator take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any administrator to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

#### ARTICLE V Association Rights

Section 1: The Association shall have the right to use school buildings and facilities for Association business without charge, provided the appropriate building use forms have been submitted by the Association and approved by the Superintendent or his designee.

Section 2: The Association shall have the right to use the District's interschool mail service for routine business, notification of meetings, etc. Other uses shall be upon the approval of the Superintendent or his designee.



Section 3: The Board agrees to furnish, within a reasonable time, Board-approved and adopted information requested by the Association concerning the finances of the District.

**ARTICLE VI**  
**Administrators' Rights**

Section 1: The Board agrees to provide each principal the opportunity to make recommendations concerning personnel being considered or assigned to his/her building or department.

Section 2: All administrators shall be accorded, in regard to their personal file, those rights to examine, copy and comment provided under the Bullard/Plawecki Employee Right to Know Act. In addition, the administrator may exercise these rights at all reasonable times and with an Association representative present, if so requested. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his personal file unless the administrator has had an opportunity to read the material.

Section 3: Administrators shall be entitled Association representation, upon request, at all interviews where the probability of disciplinary action will be considered.

**ARTICLE VII**  
**Vacancies**

Section 1: Vacant bargaining unit positions shall be posted within all buildings in which a member of the Association is assigned, for a period of no less than ten (10) days.

Section 2: When school is not in session, posting shall be accomplished by mailing a copy of the posting to the president or designee by certified mail.

Section 3: In the event new administrative positions are established by the Board during the term of this contract, the Association shall be apprised in writing of the establishment of such position and whenever practical this will be done prior to posting. The Association may negotiate salary, hours, and working conditions applicable to such position.

Section 4: The Board shall, upon written request of the Association, provide copies of Association member's individual contracts and work calendar.

ARTICLE VIII  
Discipline

Section 1: The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause.

ARTICLE IX  
Individual Contracts

Section 1: All administrators shall be employed under written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement.

Section 2: Multiple Year Contracts --- Commencing July 1, 1989, bargaining unit administrators who have been employed in the District for at least three (3) years shall be issued an individual contract effective through June 30, 1991.

All other bargaining members shall be issued an individual contract not to exceed one (1) year.

ARTICLE X  
Administrative Tenure

Section 1: It is mutually understood and agreed that the Board shall reserve to its sole discretion the unilateral right to either grant or deny "administrative tenure" (pursuant to Article II of the Michigan Teacher Tenure Act) to any member of the bargaining unit.

It is further agreed and understood that the Board shall exercise this right by unilaterally including in the individual contract of employment of each individual member of the bargaining unit a specific provision which shall either expressly grant or expressly deny administrative tenure for the duration of the term of the individual contract of employment. When granted, such tenure shall be strictly limited to the specific position for which the individual contract of employment was issued and specifically describes.

ARTICLE XI  
Evaluations

Section 1: Administrators will be provided Board-approved job descriptions and objectives which will describe their basic job responsibilities. In addition, specific assignments may be made by the administrators' superiors.

Section 2: All formal evaluations shall take into account the above criteria.

Section 3: All bargaining unit members shall be evaluated annually. Evaluations shall be completed prior to May 1st each year.

**ARTICLE XII**  
**Seniority**

Section 1: Seniority is defined as follows:

- A. District seniority is the length of continuous service in the District.
- B. Bargaining unit seniority is defined as length of continuous service in the bargaining unit, including periods during which the administrator has recall rights to the bargaining unit.
- C. Classification seniority is defined as the length of continuous service in a classification.

Section 2: Administrators promoted out of the bargaining unit shall retain all seniority, but shall not accumulate additional seniority with the exception of District seniority.

**ARTICLE XIII**  
**Reduction**

Section 1: Recognizing that it may become necessary to reduce or abolish administrative positions, efforts will be made to place displaced administrators in a position that they are qualified to handle. In placing the administrator, consideration will be given to his qualifications, competency, and his length of service in the District with the understanding that the needs of the District are paramount.

Section 2: Recall --- Administrators shall be recalled in accordance with seniority to classifications from which they were laid off.

**ARTICLE XIV**  
**Work Schedule**

Section 1: During each year of this Agreement, the administrator shall work the number of days designated for

his/her position classification as determined by the Superintendent or his designee.

Section 2: Administrators who are assigned by the Superintendent or his designee to work more days than specified in the administrator's individual contract shall be paid at their per diem rate.

**ARTICLE XV  
Professional Growth**

Section 1: The Board will pay one hundred percent (100%) of the administrator's membership dues to one (1) state professional organization and, commencing July 1, 1987, fifty percent (50%) to one (1) national professional organization, subject to the approval of the Superintendent or his designee.

**ARTICLE XVI  
Protection of Administrators**

Section 1: The Board shall provide at no cost to the administrator legal counsel and representation in legal action brought against him/her for acts or omissions arising from his/her performance within the course and scope of employment with the District as determined by the Board of Education.

Section 2: If, in the performance of regular or assigned administrative duties, the administrator, without negligence on his part, shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobile or loss of money, to the extent of \$5.00, but not more than \$150 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such administrator in seeking recovery from any party responsible for said loss.

**ARTICLE XVII  
Problems Committee**

Section 1: The Board and the Association agree that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this Agreement. Said conferences shall not satisfy any requirement to bargain collectively or to meet pursuant to the grievance procedure.

ARTICLE XVIII  
Salary

Section 1: Salary

	<u>1989-90</u>
Secondary Bldg. Principal (230 work days)	
High School Principal	56,280
Junior High or Middle School Principal	56,280
Secondary and/or Middle School Ass't. Principal (197 work days)	46,725
Elementary Bldg. Principal (197 work days)	46,725
Community School Director (230 work days)	46,725
Building Coordinator (230 work days)	40,000

Section 2: Longevity --- Each Administrator will be granted longevity pay as shown below for years of service as an Administrator in the Bridgeport-Spaulding Community School District:

	1989-90
After 10 years	1,000
After 15 years	1,200
After 20 years	1,400

Section 3: Advanced Degrees --- Commencing July 1, 1987, administrators who qualify will receive advance degree pay according to the following scale. Administrators earning the advanced degree during the contract year will receive a prorated amount based on the remaining contracted work days. Effective date of eligibility will be as stated on degree issued by university.

Specialist related to assignment area - 1-1/2% of contract base.

Doctorate related to assignment area - 3% of contract base.

ARTICLE XIX  
Fringe Benefits

All of the fringe benefits are subject to the terms, regulations and conditions imposed by the respective carriers.

Section 1: Health Insurance --- Upon submission of written application, the Board of Education will pay 100% of the premiums for Ultra-Med "500" Plan D. The Ultra-Med "500" Plan will be provided in accordance with the conditions outlined in Appendix "A-1."

Effective October 1, 1989, upon submission of written application, the Board of Education will pay 100% of the premiums for Ultra-Med "500" Plan D with Med Chek rider. The Ultra Med "500" Plan will be provided in accordance with the conditions outlined in Appendix "A-1."

**Section 2: Dental Insurance** --- The Board will pay one hundred percent (100%) of the premiums for SET ULTRA-DENT Dental Care Program. (See Appendix B).

**Section 3: Life Insurance** --- The Board will pay the premiums for a term life insurance with an aggregate of \$45,000 plus AD&D for each administrator in the bargaining unit. Additional insurance can be purchased by the administrator as long as 75% of the covered group requests such option. Additional insurance must be in the same amount for each administrator requesting the payroll deduction.

Effective October 1, 1989, the Board will pay the premiums for a term life insurance with an aggregate of \$50,000 plus AD&D for each administrator in the bargaining unit. Additional insurance can be purchased by the administrator as long as 75% of the covered group requests such option. Additional insurance must be in the same amount for each administrator requesting the payroll deduction.

**Section 4: Long Term Disability and Managed Sick Leave** --- Commencing July 1, 1987, the Board will pay the premiums for an LTD - Managed Sick Leave plan as outlined below:

1. Waiting period is 60 days but need not be consecutive.
2. The 61st day must be part of a 3-day consecutive period for benefits to start. The managed sick leave then commences on the 61st day and is paid at the rate of 70% of the administrator's daily contract rate not to exceed \$150 per day. This is paid to the end of the contract year if still unable to work.
3. If still disabled after the end of the contract year the employee goes on Long-Term Disability, which guarantees 66-2/3% of the employee's last monthly contracted rate. This is offset from other sources up to a maximum monthly rate of 75% to a maximum of \$2,000 per month.

Effective October 1, 1989, eliminate managed sick leave and adopt long term disability providing for a guarantee of 66-2/3% of monthly rate up to a maximum of \$4,000 and a two (2) month waiting period.

Section 5: Vision Insurance --- The Board will provide SET ULTRA-VISION Group Insurance as per schedule below: (See Appendix C).

VISION SCHEDULE

Exam	\$ 40.00
Lenses	\$ 52.50
Bifocal	\$ 60.00
Trifocal	\$ 75.00
Lenticular	\$ 90.00
Contacts	\$125.00
Frames	\$ 30.00 (Increased to \$70 commencing July 1, 1987)

Effective October 1, 1989, the Board will provide self funded ULTRA-VISION Group Insurance as per schedule below: (See Appendix C).

VISION SCHEDULE

Exam	\$ 40.00
Lenses	\$ 60.00
Bifocal	\$ 70.00
Trifocal	\$ 85.00
Lenticular	\$100.00
Contacts	\$140.00
Frames	\$ 90.00

Section 6: Sick Leave --- 15 days for 12 month employees  
13 days for 10 month employees

With a maximum accumulation of 145 days.

Section 7: Business Days --- Two (2) days per year shall be provided each administrator each year for legal, household or family matters which require absences during the school day. Hunting, fishing, recreation, vacations, and social matters are not considered proper uses of this Article. Application for such leave shall state the reason for taking such leave.

7.1: A business day leave may be denied the day before and/or after a school holiday.

7.2: Business days may not be accumulated.

7.3: Business days will be granted provided satisfactory arrangements can be made.

7.4: Subpoenas for personal reasons shall be considered proper use of this Article.

Section 8: Travel Allowance --- Administrators shall be reimbursed at the rate of twenty-two (22) cents per mile for authorized travel.

Section 9: Tuition Costs --- The Board shall reimburse tuition costs for administrators who have earned a permanent certificate or who have incurred tuition costs beyond those required for continuing certificate as verified by the university under the following terms:

A. Reimbursement for courses taken shall be at a rate of 80%.

B. Reimbursement shall occur only for administrators of record employed in this District on September 30 of the present and prior school year.

C. Reimbursement shall be for graduate level courses, or for courses required for a higher degree or certificate, or for courses which facilitate administration, this latter upon approval of the Superintendent.

D. Reimbursement shall be for not more than ten (10) hours per administrator per year.

E. Classes otherwise funded shall not be accepted under this clause.

Section 10: Physical Examination --- The Board will provide each administrator with Group Ultra-Med "P" Preventative Health Examination expense insurance.

Section 11: Upon consent of the carrier, the Board shall provide laid off administrators with three (3) months of benefits as outlined in Article XIX Section 1.

Section 12: Attendance Merit --- Commencing July 1, 1987, administrators who have been employed as an administrator in the Bridgeport-Spaulding Community School District for fifteen (15) or more years shall receive twenty dollars (\$20) for each accumulated sick leave day in excess of sixty (60) upon termination of employment.

#### ARTICLE XX Leaves

Section 1: Absence from duty for sick leave may be granted for personal illness and up to ten (10) days per year may be used for the following reasons at the discretion of the Superintendent or his designee:



- A. Illness in the immediate family.
- B. Death in the immediate family.
- C. Death outside the immediate family.

**Section 2: Miscellaneous Provisions of Sick Leave**

2.1: The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

2.2: The Superintendent shall certify as to the legitimacy of a claim for compensation for absence.

2.3: Immediate family shall be interpreted as father, mother, spouse, child, sister, brother, or a dependent of the immediate household, father-in-law, and mother-in-law.

2.4: The sick leave reserve will remain intact during an officially granted leave of absence.

2.5: No payment will be made for any unused sick leave accumulated by an employee at any time.

2.6: Any administrator whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, an administrator shall be assigned to the same position, if available, or a substantially equivalent position. A person requesting such leave shall submit satisfactory evidence of illness.

2.7: The Board shall pay its share of all insurance contributions for a period of one (1) month for each year or fraction thereof of District seniority not to exceed fifteen (15) months, provided carrier approval is obtained. Such period shall begin at the termination of paid sick leave days (from whatever source) for the purpose of this Article. All time limits shall be computed as though the administrator had received pay for all sick days accumulated from the time the administrator went on sick leave. In the event that some or all of the administrator's salary is recovered through other sources (Workmen's Compensation, Unemployment, Social Security, etc.) Board contributions will terminate.

Section 3: Personal Leave

1.1: Leaves of absence for up to one (1) year may be granted upon recommendation of the Superintendent and approval of the Board. Administrators will be returned to a position for which they are qualified. The period of absence will not be considered an advancement on the salary schedule unless such approval was granted prior to the leave, in writing, by the Board.

Section 4: Child Care Leave

1.1: An unpaid leave of absence up to one (1) year shall be granted for the purpose of child rearing upon receipt of satisfactory professional recommendations that the refusal of such leave will be detrimental to the child's health or well being. Administrators will be returned to a position for which they are qualified. There shall be no credit on the salary schedule for the period of such leave.

Section 5: Military Leave

1.1: Military leave shall be subject to conditions as established by Federal and State laws or the action of the Board of Education. Any regular employee who may be conscripted for service or be recalled to active duty shall be reinstated to his old position or to a position of equal importance with full credit for the time spent in the service. Such return shall be by written request within ninety (90) days after release and such reinstatement shall be made at the earliest possible time.

Section 6: Jury Duty

1.1: The administrator will make every effort to be reassigned to a non-school period. If reassignment is not possible, the Board will compensate the administrator at a rate of 100% of his regular salary less jury duty pay.

ARTICLE XXI  
Grievance Procedure

Section 1: Definition

1.1: A grievance shall mean a complaint by an administrator in the bargaining unit that there has been a violation, misinterpretation or inequitable

application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

1.2: The Board agrees to furnish pertinent information that is germane to a grievance, properly filed, when it has such information reasonably available and such information is not readily obtainable by the Association representative.

## Section 2: Procedure

2.1: The administrator who feels that he has a grievance should first take the matter up verbally with their supervisors (within five (5) working days following the act or condition which is the basis of his grievance), who will attempt to resolve it with him.

For purposes of this Section, Assistant Principals shall use the same supervisors as the Principal.

2.2: If this fails to resolve the grievance (within ten (10) days of the act or condition mentioned above), the administrator shall reduce the grievance in writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks.

2.3: Within five (5) working days of receipt of the grievance, the supervisor shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the administrator may appear personally or he may be represented by an Association representative, or both. Such conference shall be scheduled at a time when there is not disruption of normal school routine and duties of the administrator.

2.4: Within five (5) working days, or longer if mutually agreed to, the supervisor shall answer such grievance in writing.

2.5: If the grievance is not appealed within fifteen (15) working days, the supervisor's decision will be final.

2.6: If the Association does not accept the supervisor's answer, the grievance may be appealed to the Superintendent of Schools by sending such notice to him within fifteen (15) working days from the date of the supervisor's decision.

2.7: Within ten (10) working days of receipt of the appeal, the Superintendent, or his designated representative, will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teachers.

2.8: Within ten (10) working days, or longer if mutually agreed to, the Superintendent, or his designated representative, shall answer such grievance in writing.

2.9: Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.

2.10: If the grievance is not settled at the preceding step it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:

a. Within the ten (10) days referred to above (step 9) the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the grievance to be arbitrated, and designating one (1) arbitrator selected by it.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it and may also serve on the first party its statement of matters to be arbitrated.

c. Within ten (10) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days the American Arbitration Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Association will first strike two names, then the Board of Education will strike two names. The remaining person shall be the third arbitrator provided within thirty (30) days of notice of his appointment, the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

2.11: This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall, therefore, not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Board shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

2.12: If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Professional Grievance Procedure) the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.

2.13: Unless expressly agreed to by the parties in writing, the Board of Arbitrators are limited to hearing one grievance including its arbitrability at any one hearing, upon its merits. Separate Boards of Arbitration shall be constituted for each issue appealed to arbitration.

2.14: The arbitrators may make such investigation as they deem proper and may at their option hold a public hearing and examine all such witnesses and to make a record of all such proceedings.

Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs, if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

2.15: The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), hearing room, shall be borne by the loser as evidenced by the decision of the Board of Arbitrators. Should the decision of the arbitrators result in a compromise decision the arbitrators shall make a part of their decision a ruling as to how the above expenses shall be prorated.

#### ARTICLE XXII Waiver Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subjects or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXIII Validity of Agreement

Section 1: The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

Section 2: Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, Section or Clause as the case may be shall be automatically deleted from this Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

**Section 3:** This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**ARTICLE XXIV  
Duration of Agreement**

This Agreement shall be effective as of July 1, 1989, and shall remain in full force and effect until midnight June 30, 1991.

The parties further agree that prior to July 1, 1990, they shall negotiate in good faith regarding Article XVIII Section 1 and Article XIX Section 1 and Sabbatical leaves for the 1990-1991 school year.

At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of Administrators employed by the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the 21st day of August, 1989.

BOARD OF EDUCATION  
OF THE  
BRIDGEPORT-SPAULDING  
SCHOOLS

BRIDGEPORT ADMINISTRATORS  
PROFESSIONAL ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**MEMORANDUM OF UNDERSTANDING**

It is understood by the parties that the salary for the Building Coordinator for the 1990-91 contract year will be increased to the same level as the Community School Director, provided the job duties and responsibilities are the same or comparable to those of the 1989-90 contract year.



APPENDIX "A-1"

I. ULTRA-MED "500" PLAN

- A. A supplemental severance account will be created for each eligible employee which, at the beginning of each insurance contract year, will be credited as follows:

Single insured	\$300.00
Two person	\$400.00
Full family	\$500.00

- B. In the event an employee incurs eligible medical expenses during the insurance contract year, the Board of Education will reimburse the employee the deductible amount up to, but not to exceed, \$500.00 per year. As such reimbursement takes place, the actual medical expense will be deducted from the supplemental severance account of the individual employee. In any insurance contract year, the account will not be reduced by more than the amount credited to that account for that insurance contract year. For example, assuming a full family credit of \$500.00 for the first insurance contract year and no eligible medical expenses incurred during that year, the account will have a \$500.00 balance. Another \$500.00 will be credited for the second insurance year. Should the employee incur eligible medical expenses during the second insurance contract year, the account will not be reduced by more than \$500.00.
- C. All unused sums credited to the account will remain and accumulate until the employee terminates employment with the Bridgeport-Spaulling Community School District.

II. WITHDRAWAL

- A. Except as provided below, upon termination of employment with the Bridgeport-Spaulling Community School District, the employee may withdraw the accumulated funds from his/her supplemental severance account as follows:

<u>Completed years of employment under the plan</u>	<u>Amount which may be withdrawn</u>
1	50%
2	75%
3	100%

- B. In the event an employee retires under the Michigan Teachers Retirement Act or is on lay-off status in excess of two (2) years, the employee's eligible accumulated funds in the account may be withdrawn.
- C. In the event an employee dies before termination or retirement, the employee's eligible accumulated funds in the account will be payable to the employee's designated beneficiary as indicated under the Ultra-Med application.
- D. At the time of withdrawal, the employee will hold the Bridgeport-Spaulding Community School District harmless from any and all outstanding eligible medical expenses not previously submitted for either the current or any previous insurance contract year.
- E. Administration of the plan will be in accordance with the conditions of the carrier and the Saginaw Intermediate School District "500" Consortium.



