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AGREEMENT

*Between the Bay-Arenac ISD Board of Education and the
Bay-Arenac Education Association-MEA
July 1, 2021 through June 30, 2024*

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AGREEMENT

This Agreement is entered into this 1st day of July 2021, by and between the Board of Education (the “Board”) of Bay-Arenac Intermediate School District (the “ISD” and the District), in the County of Bay, Michigan, and the National Education Association/Michigan Education Association (the “Association”), through its local affiliate, the Bay-Arenac Education Association, NEA/MEA (the “Bargaining Unit”).

If any part of this Agreement is rendered or declared illegal by legislation or by a court or administrative agency of competent jurisdiction, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bay and Arenac Counties is their mutual aim and that the character of such education depends predominately upon the quality and morale of the professional staff, and

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, Public Act 379 of 1965, to bargain with the Association with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the Employees are particularly qualified to assist and advise in formulating policies and programs designed to improve educational standards, the Board will draw upon their expertise when the Board deems it advisable, and

WHEREAS, the parties having reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I **RECOGNITION**

- A. The Board recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Public Act 379 of 1965, for all Employees employed or to be employed during the term of this Agreement. Such representation shall cover all Employees whose role or function relates to Special Education and General Education Social Workers and Psychologists and generally requires a minimum of a four (4) year college degree and which is normally performed by certified or Special Education personnel; such as School Psychologists, School Social Workers, Speech Pathologists, Teachers and Consultants for the Emotionally Impaired, Cognitively Impaired, Severely Multiply Impaired, Autistically Impaired, Visually Impaired, Hearing Impaired, Learning Disabled and Early Childhood Developmentally Delayed, Occupational Therapists, Physical Therapists, School Nurse, Music Therapist, Transition Coordinator, Curriculum Coach, Transition Coach/Vocational Assessor, Transition Coach, Project Find Coordinator, Early On Coordinator, Build Up Michigan Coordinator, Early Childhood Specialists, Assistive Technology Coordinator and

Orientation and Mobility Specialist, Inclusion Support Specialist and Special Education, Vocational Evaluator or Teachers of other MDE approved special education eligibility categories. Employees not listed may be added upon mutual agreement of the Association and the Administration.

This representation shall also include Employees whose role or function relates to Special Education, and is a graduate of an accredited school of nursing and has current registration with the State of Michigan or a graduate of a Physical Therapist Assistant Associates Degree Program accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE) or has completed an educational program approved by the American Occupational Therapy Association, and has completed supervised fieldwork experience, and has passed a national certification examination to be a Certified Occupational Therapy Assistant (COTA). These Special Education personnel shall be known as Registered Nurses, Physical Therapist Assistants and Certified Occupational Therapy Assistants.

- B. The Board agrees not to negotiate with any individual nor to negotiate with or recognize an organization other than the Association that purports to represent the above-defined Employees for the duration of this Agreement.
- C. The term “Employee” shall refer to all Employees represented by the Association in the Bargaining Unit as defined above

D. **EMPLOYEE STATUS**

1. “Tenure” Employees shall be defined as certified Employees holding assignments for which certification is required by the Teachers’ Tenure Act, and have completed the probationary period required by the Tenure Act.
2. “Non-tenure Ancillary” Employees shall be defined as Employees who are not eligible for tenure status under the Tenure Act but who hold state approval or state authorization appropriate to their assignments and who have four (4) years’ experience in this ISD or two (2) years if the Employee has four (4) years of outside experience in another educational setting.
3. “Probationary” Employees shall be defined to include all remaining Employees in the bargaining unit exclusive of “tenure” and “non-tenure ancillary” Employees as defined above who have not completed the probationary period.
4. This Agreement shall neither be construed nor interpreted to confer tenure upon any Bargaining Unit Employee in any capacity other than teacher for “tenure” Employees who have satisfied the probationary period required by the Tenure Act.

ARTICLE II
RIGHTS OF THE ASSOCIATION
AND BARGAINING UNIT EMPLOYEES

- A. Pursuant to Public Act 379 of 1965, the Board agrees that Employees shall have the right to freely support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or to refrain from such activities. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights or laws of Michigan, or the Constitutions of Michigan and the United States that it will not discriminate against any Employees with respect to hours, wages or any terms or conditions of employment by reason of their membership or non-membership in the Association, their participation or non-participation in any lawful activities of the Association or collective bargaining with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Any individual Employee contract shall be made expressly subject to this Agreement.
- C. Upon obtaining the advance approval of the Superintendent/Designee, the Association and its representatives shall have permission to use office facilities and equipment without charge when such equipment is not otherwise in use. Any damage to such equipment while being so used will be paid for by the Association.
- D. The private and personal life of any Employee including their religious or political activities or lack thereof shall not be grounds for any discipline or discrimination with respect to the Employee's professional employment, unless the Employee's conduct adversely affects ISD operations.
- E. The Board and the Association have the right to information necessary to carry on collective bargaining and to administer the Agreement. Original records may be examined only at the offices of the ISD.
- F. The Superintendent/Designee will advise the Association of any new or major revisions in educational policies, which are proposed or under consideration and the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.
- G. Copies of this Agreement will be available online and shall be duplicated at the expense of the ISD and presented to new Employees only.
- H. A non-tenure ancillary Employee may request to have present one representative of the Association of their choice when being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present, provided that no delay extends beyond three (3) business school day or longer with mutual agreement.

- I. Any disciplinary action of a non-tenure ancillary Employee must commence within thirty (30) calendar days after the alleged infraction or delinquency is known by the Superintendent/Designee.
- J. Except for non-tenure ancillary probationary Employees, no non-tenure ancillary Employee will be disciplined or discharged without just cause and due process. The standard for tenure teachers is not for arbitrary and capricious and only as provided in the Teacher Tenure Act. All information forming the basis for any disciplinary or discharge action shall be made available to the non-tenure ancillary Employee.

ARTICLE III
MANAGEMENT RIGHTS CLAUSE

- A. The Board, on behalf of the ISD, retains and reserves without limitation, all power, rights, authority, duties and responsibilities vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the forgoing, the right:
 - 1. To hire all Employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such Employees in accordance with the Articles contained in this Agreement.
 - 2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of Employees. -
 - 3. It is further recognized that the exercise of said powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this Agreement.
 - 4. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - 5. Continue its rights, policies and practices of direction of its personnel and determine the number of personnel.
 - 6. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 - 7. Adopt rules and regulations.
 - 8. Determine the qualifications of Employees as provided by law.

9. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
10. Determine the placement of operations, production, service, maintenance or distribution of work.
11. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
12. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
13. Determine the policy affecting the selection, testing or training of Employees.
14. To establish course of instruction and in-service training program for Employees and to require attendance at any workshop, conference, etc. by Employees including special programs.
15. To determine and re-determine job content.

ARTICLE IV
VOLUNTARY PAYROLL DEDUCTIONS

- A. Upon written authorization, the Board shall make payroll deduction from each paycheck from Employees, to the extent of the law, credit union deductions, bank deductions, insurance premiums, and where applicable annuities or savings bonds.

ARTICLE V
INSURANCE

- A. The Board shall provide without cost to the Employees, group life insurance protection in the amount of \$25,000 that will be paid to the Employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Any Employee shall be eligible for the \$25,000 group term package who is employed on a full school year basis.
- B. Health Insurance Medical Coverage and Costs: Full-time Employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article (Appendix A, B, C, D)

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make

payments for health insurance coverage (the “plan”) for all eligible Employees (those not taking cash-in-lieu), their spouse and eligible dependents, toward the Association’s preferred insurance plan(s) in a combined monthly amount not to exceed the maximum monthly amounts of the State of Michigan determined hard cap paid by the District per eligible Employee for the plan year from January 1 through December 31. The ISD’s contribution shall be the hard cap paid on a twelve (12) month basis, as provided in the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011 (PA152).

Prior to adjustment the parties will meet to discuss the Public Employer Contributions to Medical Plans Annual Cost Limitation. This meeting will take place before October 1 of each year or within fourteen (14) days of release of the cost limitations. To be adjusted January 1 of each year of agreement per annual cost limitations. After the annual meeting the ISD will publish and email to the Employees information as to the employer’s contribution and the Employee’s premium share adjustment that will be made beginning January 1 for the new plan year for each plan available to the Employees.

From the above listed Monthly Contributions, the Board shall deduct in a prorated amount per Employee, where applicable, any payments already made, or that will be made, by the Board during the “medical benefit plan coverage year” toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to Public Act 152 of 2011 (collectively the “Supplementary Payments”).

If the total value of the Supplementary Payments already made, or that will be made, during the “medical benefit plan coverage year”, exceeds the aggregate Monthly Contributions, the Board shall reduce the payments that will be made during the “medical benefit plan coverage year” toward the Supplementary Payments in an amount necessary to avoid exceeding the aggregate Monthly Contributions cap. The Board may use its discretion in determining which future Supplementary Payments to reduce, and further, may deduct from Employee wages any past Supplementary Payments already made which are necessary to comply with PA 152. The Monthly Contributions are subject to change pursuant to PA 152. The Board shall confer with the Association regarding changes to the contributions.

- C. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- D. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions

of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in Section B.

- E. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the first of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make Health Care deduction of any amounts due from the Employee's wages, above the Board's hard cap and shall be held harmless from any liability arising from the deduction.
- F. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for Employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- G. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA).
- H. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The Board shall pay \$300 per month or one-half (1/2) of the Board's monthly hard-cap contribution for a single subscriber per month (whichever is greater) through the Board's Section 125 plan.
- I. Employees are advised that they may have a right to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment.
- J. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation
- K. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder, or third-party administrator.

- L. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).
- M. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on their behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- N. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the first day of their employment. Those Employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the ISD). The health care plan specifications set forth in this 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.
- O. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each calendar year. The Board shall be the policyholder.
- P. The Board will provide Dental Coverage pursuant to Appendix E.
- Q. The Board will provide vision care pursuant to Appendix F.
- R. In the event that an Employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year,
- S. Coverage will begin September 1, or at the date of the employment and continue through August 31 of the year employed.
- T. In the event an Employee is dismissed, the Employee's hospitalization will not be paid after 30 (thirty) calendar days from their dismissal.
- U. In the event an Employee dies, the Employee's health benefits will continue for enrolled family members for a period of 30 (thirty) calendar days.

- V. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XIV, shall not receive benefits. Employees who are contracted to work fifty percent (50%) or more may apply for major medical insurance per Section B of this Article. The Employee will share in the cost of the premiums on a pro-rata basis of their contracted days to the days contracted for a full time Employee. If an Employee elects this option, the Board shall have the right to make deduction of such amounts from the Bargaining Unit Employee's wages.
- W. Employees who work fifty percent (50%) or more will receive the life insurance benefit provided in Section A of this Article.
- X. The Board will continue insurance protection to Employees on layoff status for a period of two (2) calendar months after the layoff.

ARTICLE VI **WORKING CONDITIONS**

- A. The administration shall ensure that safe and adequate facilities are provided for ISD Employees. BAISD will follow all board policies as they relate to threatening behavior toward staff.
- B. The ISD will reimburse an Employee up to \$250 for personal items such as eyeglasses, clothing, or other personal property lost or damaged on the job that is not caused by the Employee's negligence and not covered by the Employee's insurance. Requests for reimbursement must be submitted within thirty (30) days and a receipt may be required.
- C. The ISD will pay up to seven (7) hours to an Employee as a result of an on-the-job injury and shall not be deducted from the Employee's paid leave allowance.
- D. The Board will provide legal counsel if the Employee is complained against, assaulted or sued by reasons of their actions while on the job or is performing any job related work, provided the Employee is performing in a professional manner as described in the Michigan Department of Education's Professional Educator's Code of Ethics.
- E. When conditions not within the control of ISD authorities cause constituent districts to close, the respective ISD Employees serving or assigned to a center program housed in a building in those districts shall not report to work unless said day has been scheduled as a non-instructional day. Such Employees shall receive their regular pay on their normal pay dates.

In the event student instruction day(s) in the constituent districts or in the center programs are required by Michigan State law to be rescheduled because of district closings caused by conditions not within the control of school authorities, only those ISD Employees affected by the rescheduling shall report to their respective assignments on the rescheduled days but shall not receive additional pay for the rescheduled day(s).

- F. The administration may call in-service and information meetings to be attended by all Employees. Such meetings will be held to a reasonable time. Prior notice of two (2) calendar days shall be provided whenever possible. Emergency meetings may be called without prior notice.
- G. Employees who can demonstrate they have been scheduled for excessive amounts of meetings outside their regularly scheduled work hours will work with administration to review the data. If excessive time has been agreed upon and identified administration will work with local district administration to establish a reasonable amount of time spent on after school meetings.
- H. Employees who drive their personal automobiles in the course of their work shall be paid according to mileage rates of the Internal Revenue Service.
- I. Both parties recognize the importance of being consistent with non-tenure ancillary Employee's caseloads to the greatest extent possible. The association and the District will follow the process for caseload analysis at the request of a Bargaining Unit Employee in accordance to the Letter of Agreement Appendix G between the ISD and the Association.

ARTICLE VII
VACANCIES AND PROMOTIONS

- A. Whenever a non-tenure ancillary vacancy in the Bargaining Unit shall occur, the Board shall send an email notice and post the position on the ISD's website for ten (10) working days prior to filling the position. The notice shall contain a job description, qualifications and proposed salary.
- B. Employees interested in such vacancies shall notify the Superintendent/Designee in writing. In filling non-tenure ancillary vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the ISD, and relevant factors of the candidates.
- C. The Board reserves the right to make the final assignment.
- D. No Employee shall be assigned outside the professional discipline, i.e. Social Worker, Psychologist, etc., for which they were hired, without their consent.
- E. Appendix H will provide the Supplemental Contract used by the ISD for all Bargaining Unit Employees. The Association will be notified within five (5) days of the District becoming aware of all temporary vacancies and long-term absences as they occur. The Association will be required to sign each contract and receive a copy in accordance with the Letter of Agreement Appendix I of June 2021 between the ISD and the Association.

ARTICLE VIII
SENIORITY

One (1) seniority list of Bargaining Unit Employees based on length of service in this ISD shall be maintained and updated annually by the ISD and the Association. Seniority shall be accrued from the date the contract was signed by the Employee.

- A. Seniority will be defined as the period of continuous employment in the Bargaining Unit, including periods of layoff, paid leaves, and unpaid leaves provided for in Article IX of this Agreement. When a Bargaining Unit Employee is recalled from layoff, the Bargaining Unit Employee's seniority will remain as if he/she had continued in the employ of the Board. The Bargaining Unit Employee will be placed on the next salary schedule step from the one he/she was on when laid off. If additional education, teaching experience, or work in their specialty area had been attained during the layoff period, provided the experience meets State of Michigan requirements, the Bargaining unit Employee will receive credit for it per Article XIV ¶D of this Agreement.
- B. In the event more than one (1) Employee has the same seniority date, placement on the seniority list will be determined by the last two (2) digits of the affected Employees' social security numbers with the person having the highest number being ranked highest on the seniority list. Objections shall be filed within twenty (20) days after the posting of the seniority list. Thereafter, the list shall be conclusive.
- C. All seniority is lost when employment is terminated by resignation, retirement, or discharge. An Employee on layoff who refuses an offer from the ISD for a position for which the Employee is certified, qualified, and/or licensed, or fails to respond within ten (10) work days to a Registered Letter of Offer of Position from the ISD, shall cause termination.
- D. In the event the Board finds it necessary to reduce its non-tenure ancillary Bargaining Unit Employees because of changes in student population, program/service discontinuance, or reductions in financial resources, the Association will be notified in writing at least sixty (60) calendar days in advance of such reductions. Prior to the above notification, the Administration and Association representatives will meet to discuss the effects on programs and staffing the reductions will have.
- E. The certification, approval (MDE or similar regulatory agency), and qualifications of a non-tenure ancillary Bargaining Unit Employee shall be the basis at the time that the layoff notice is issued. The certification, approval (MDE or similar regulatory agency), and qualifications of a non-tenure ancillary Bargaining Unit Employee to be recalled shall be those on file with the ISD at the time that the recall opportunity is identified by the ISD and the recall notice is issued.
- F. When a reduction in non-tenure ancillary Bargaining Unit Employees occurs, non-tenure ancillary Bargaining Unit Employees who are subject to this reduction shall be laid off according to the following criteria and procedures:
 - 1. The ISD shall determine reductions by programs/service area and shall notify the affected Employee(s) and Association per ¶D of this Article.

2. Where a non- tenure ancillary Bargaining Unit Employee is identified for reduction, layoff will be based upon evaluation, qualification, discipline, seniority, attendance, and other relevant factors.

ARTICLE IX
SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave:

1. Sick leave with pay shall be granted annually to all Employees of the ISD
2. Sick leave of twelve (12) days per year and three (3) personal days shall be granted accumulative to 160 days.
 - a. Upon depletion of the Employee's sick leave, and/or FMLA leave an Employee may apply to the Board for a supplemental leave.
 - b. When taking sick leave, an Employee is to notify the appropriate worksite office as early as possible on the day of absence or prior to the day that the Employee will be absent. The Employee will complete the required absence forms within the two-week payroll period in which the sick day was taken. The Superintendent/Designee may require a doctor's statement for the use of any or all subsequent sick days once an Employee has been notified of suspected abuse.
 - c. The sick leave register shall be available to designated representatives of the Association.
 - d. Usage of paid sick leave for care of the Employee's family as defined in the Family and Medical Leave Act of 1993 (FMLA), shall be limited to twelve (12) sick days per year, unless otherwise approved by the Superintendent/Designee. Employees who apply for and are approved to provide care for a family member as defined by the FMLA shall use some or all of their available sick leave as described in Article IX D 6.
 - e. When a day(s) has been prescheduled for sick time and/or personal time and the work site is closed, the day(s) will be reinstated to the Employee's cumulative total.
 - f. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XV, shall not receive paid sick leave. Employees who work fifty percent (50%) up to full time will be entitled to one-half (1/2) of the sick leave allowance benefit described in Section A above.
3. If an Employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between the Employee's regular daily wages and the amount received as Workers' Compensation Benefits, with the differential to be deducted from the Employee's accumulated sick leave. (For example, if Workers' Compensation pays 60%, sick leave will pay 40% of the Employee's daily rate and the Employee's sick

leave accumulation shall be charged 0.4 of a day for each day so used). In order to exercise this option, the Employee shall submit a signed request to that effect to the Board

B. Leaves of Absence:

1. Up to five (5) days leave for each death will be granted in case of the death of Employee's spouse, children, step-children, mother-in-law, father-in-law, Employee's parents, brothers or sisters, grandparents or grandchildren. Up to three (3) days leave for each death will be granted in case of the death of an Employee's brother-in-law, sister-in-law, and/or spouse's grandparents. The Superintendent/Designee may grant additional days. Bereavement days do not need to be used consecutively. At the request of the Employee days may be separated but may not exceed the number of days outlined in this section.
2. An Employee must submit a written application to the Superintendent/Designee on the required form for meetings, school visitations, and in-service seminars. Such time must have advanced written approval.
3. The Superintendent/Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the Employee's employment.
4. Absence when an Employee is called for jury duty shall be granted. If they only serve in the morning, they will report to their job or school in the afternoon. The ISD will reimburse any Employee for jury duty provided any per diem for such duty is remitted to the ISD by the Employee.
5. A maximum of six (6) days per year may be granted to the Bargaining Unit to conduct union business. Requests for these business days will be made to the Director of Special Education by the Association President two (2) school days prior to the start of leave. Additional days may be granted at the discretion of the Superintendent/Designee. The Association will reimburse the ISD for the cost of a substitute when one is required and the Employee's retirement.
6. A maximum of fifteen (15) days per school year may be granted for voluntary military reserve or National Guard duty should those days fall within the contractual year of the Employee. An Employee who is ordered to voluntary military reserve or National Guard duty shall be compensated the difference between the Employee's regular pay and the pay provided by the military service for those fifteen (15) days. The Employee must submit a copy of their military pay stub to be compensated the difference.
7. The Board grants three (3) days per school year for personal days. Notification for such days must be submitted to the administration prior to the planned absence. At the end of the school year, any unused personal days will be rolled over into sick days up to a maximum of 160 days.

- a. Employees who are contracted to work less than fifty percent (50%) of the normal contract year, shall not receive personal days. Employees who work fifty percent (50%) up to full time will be entitled to one-half (½) of the personal day allowance.

C. **Leaves of Absence Without Pay:**

1. Childcare leave of up to one (1) year may be granted without pay and shall not accrue sick leave or personal leave entitlement. An Employee returning from leave provided for in this paragraph, within the same school year, shall be placed on the same step of the salary schedule from which the Employee went on leave. Those Employees returning the next school year, shall be placed on the next step of the salary schedule from which the Employee went on leave. Upon request the leave may be renewed for one (1) additional year. The Board will attempt to place the non-tenure ancillary Employee in the same position from which the leave was taken, or to a position for which the Employee is qualified or certified.
2. The Board and the Employee agree to cooperate in scheduling a return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
3. Any Employee whose illness extends beyond the Employee's accumulated sick leave shall be granted a leave of absence up to one (1) year without pay until the Employee has been medically certified as fit for duty by a health care provider as defined by FMLA. Upon request the leave may be renewed for one (1) additional year. The Board will attempt to place the non-tenure ancillary Employee in the same position from which the leave was taken, or to a position for which the Employee is qualified or certified
4. Upon application to the Superintendent/Designee, leaves of absence without pay, not to exceed one (1) year, may be granted for continuing education, and updating the Employee's specialty area. Upon return from such leave, the Employee will be placed in their previous position, providing the Employee notifies the Superintendent/Designee sixty (60) days prior to their intended date of return. The Employee shall be placed on the salary schedule at the step they were last placed at the point where they took the leave of absence.

D. **Family Medical Leave Act (FMLA):**

1. The ISD agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
2. The twelve (12) 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 ISD will provide insurance benefits as per Article V of this Agreement.

4. If an Employee does not return to work after the leave, any co-payment for fringe benefits owed the ISD shall be deducted from any severance pay to which the Employee is entitled, as provided by the FMLA.
5. Before allowing any leaves for medical purposes under FMLA, the ISD 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 an ISD-appointed physician. Any second and/or third opinion will be paid for by the ISD, if not covered by insurance.
6. Any paid leave provided for in this Agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under this 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 (in Fiscal Year Information) should be completed and approved prior to leave whenever possible.

ARTICLE X
CONFERENCES / PROFESSIONAL DEVELOPMENT

- A. The ISD and the Association shall meet annually to discuss a professional development calendar.
- B. Conferences:

Two (2) days per school year may be granted for attendance at conferences in the area of specialty with advanced written approval from the Special Education Administration. Additional days may be granted upon approval by the Director of Special Education. Conferences occurring on non-work days (i.e., Saturday, Sunday, holidays, recess, etc.) may be counted as a conference day, professional development day, or neither, upon administration approval.

1. Once a conference/workshop attendance request has been received by the Special Education Administration it will be added to the next Supervisors agenda or the agenda approximately sixty (60) days prior to the conference/workshop registration deadline. It will be evaluated using the Guidelines for Professional Development Approval. Employees will be notified of the decision by email within five (5) business days. The email will include a scan of the original request with a copy sent to the Bargaining Unit President. Denials will include a copy of the Guidelines for Professional Development used to evaluate the request.
2. When an Employee wishes to be a presenter or keynote speaker they will fill out a conference/workshop request form and submit for prior approval from their supervising Director. Approval or denial will be received by email within fifteen (15) days of request.

- C. The following amounts will be reimbursed for Bargaining Unit Employees who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.
1. Registration – All conference registration fees will be paid in full.
 2. Transportation – All mileage will be paid at the current IRS rate. If two (2) or more Employees attend the same conference, mileage will be shared if more than one (1) vehicle is used. If an Employee attends an out-of-state conference, transportation costs will be paid per Board policy.
 3. Meals – Per Diem rates may be adjusted to reflect IRS regional rates. Alcohol will not be reimbursed.
 4. Lodging – Actual expenditures for a standard single room, with receipts, per Board policy, excluding gratuities, room service, and personal expenses.

ARTICLE XI
TERMINATION PAY

An Employee who retires under the Michigan Public School Employees Retirement System shall receive the designated minimum termination pay or they may take their unused sick leave, multiply it by the appropriate step in the table below and shall receive the greater amount.

Years of Service with ISD	Minimum Termination Pay	Maximum Sick Days	Termination Rate	Maximum Pay
1-5	0	0	0	0
6-9	0	160	10	1600
10	500	160	10	1600
11-15	500	160	12	1920
16-19	500	160	20	3200
20+	1000	160	25	4000

Any Employee that notifies the Board of their intent to retire or terminate employment at the end of the school year, except for disciplinary reasons, by March 1st of that school year will receive (\$85) per day for a maximum of 160 days.

ARTICLE XII
GRIEVANCE PROCEDURES

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. The grievance proceedings shall be kept confidential, as may be appropriate, at any level of such procedure and that the primary purpose is to secure (at the lowest level possible) equitable solution to problem. The grievant may choose to have a representative of the Association or a person chosen by the Association present at any or all of the grievance procedures and either party may request the decision in writing at any level.

Level One: Grievant meets with immediate supervisor within ten (10) school days of the alleged violation of this Agreement in the hope of resolving the matter, with both parties signature on the grievance form (Appendixes J and K).

Level Two: A written signed grievance must be filed with the immediate supervisor within five (5) school days of the administration Level One decision, stating the nature of the grievance, the article and section of the Agreement allegedly violated, and the remedy requested. Within five (5) school days of receipt of a grievance, a meeting will be scheduled with the grievant, the Association representative, and the immediate supervisor, or Director of Special Education in the event of absence of the immediate supervisor. A decision will be rendered within five (5) school days after such meeting.

Level Three: If the Level Two decision is not satisfactory, within five (5) school days the aggrieved person may file a Level Three grievance with the Superintendent in writing. Within ten (10) school days of receipt of the grievance, the Superintendent/Designee will meet with grievant and the Association. A decision will be rendered in writing within five (5) school days after such meeting.

Level Four: If the Level Three decision of the Superintendent is not satisfactory, the aggrieved person may file a Level Four grievance with the Board in writing at least five (5) school days prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its regular meeting at which time the grievant will be given an opportunity to be heard. The Board shall render its decision in writing within five (5) school days.

Level Five: If the Level Four decision of the Board is not satisfactory, the grievant may submit to a State mediator within five (5) school days of receipt of said decision. The mediator shall submit recommendations to both parties, which shall not be binding on either party. The Board and Association may review their decision made at Level Four.

- B. All documents, communications and records dealing with a grievance shall be filed separately from the Employee's personnel file.
- C. Forms for filing and processing the grievance shall be designed cooperatively by the Association or its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- D. The Employee retains the right to withdraw grievances at any level without prejudice.
- E. Information necessary to the determination and processing of the grievance shall be provided by the Administration.
- F. The number of days indicated in each level, as set forth above, is considered to be a maximum. The failure of the grievant or Association to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed as an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any level of the grievance procedure, to communicate their decision to the grievant within the specified time limits shall permit the grievant to proceed to the next level. All time limits may be extended by mutual

agreement in writing. It shall be the practice of both parties to process grievance procedures according to the Grievance Procedure Timeline (Appendix K).

- G. It shall be the practice of both parties to process grievance procedures during times that do not interfere with assigned duties, if possible.
- H. There shall be no reprisal of any kind by administrative personnel taken against any part in interest or their Association representative, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation.
- I. Days shall be defined as school days during the instructional year, and days when the administrative office is open during the summer.

ARTICLE XIII **EMPLOYEE PERSONNEL FILE**

Employees shall have the right upon request to review the contents of their own personnel file except materials exempt by the Bullard-Plawecki Employee Right-to-Know Act.

Nothing of an evaluative or disciplinary nature will be placed in the Employee's personnel file without prior written notice given or otherwise delivered to the Employee at or before placement in the file.

ARTICLE XIV **EMPLOYEE COMPENSATION**

The basic salaries of Employees covered by this Agreement are set forth in Appendix J which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. Increase will be paid on salary earned after July 1 of each fiscal year. Step advancement will take place at the beginning of the 2021-22 school year, and each year thereafter until the advancement on the schedule is exhausted or unless negotiated differently in the successor agreement.

At the beginning of the 2021-22 school year, Appendix L Salary Schedule will be increased by 1% over the 2020-21 school year salary schedule.

At the beginning of the 2022-23 school year, Appendix L Salary Schedule will be increased by 1% over the 2021-22 school year salary schedule.

At the beginning of the 2023-24 school year, Appendix L Salary Schedule will be increased by 1% over the 2022-23 school year salary schedule.

- A. An Employee's hourly rate shall be determined by dividing the annual salary by 1295.
- B. Any reimbursement for instructional and/or case load responsibilities beyond the regular school day will be a daily hourly rate derived by dividing the regular annual salary by 1295.

- C. In placing new Employees on the salary schedule, credit for previous experience in area of specialty will be given.
- D. Advancements (from .64 to .75, .75 to BA, BA to BA+15, BA+15 to BA+30/MA, BA+30/MA to MA+15, MA+15 to MA+30, and MA+30 to MA+60/PhD/DPT/EdS or equivalent) on the salary schedule shall become effective on the first pay period following submission of evidence by the Employee of successful completion of required academic or professional courses to the Superintendent / Designee.
- E. Credits not in a planned program leading to degree or endorsement in an educational program from an accredited college/university will require prior approval of the Superintendent before course completion for course to count toward advancement on the salary schedule.
- F. Bargaining Unit Employees that have earned a Master Degree that required forty-five (45) or more credits to attain their license/certificate will be appropriately placed on either the MA+15, MA+30 or MA+60 salary schedule lane depending on total credits earned above forty-four (44).
- G. The Board will reimburse Employees for education course work tuition, which is relevant to their present position at \$1,000.00 per year. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.
- H. Eligible Bargaining Unit Members who begin their 18th year of employment with the District shall receive a continual longevity payment of \$500. Upon their 23rd year, they shall receive a continual longevity payment of \$1,000, and upon their 28th year shall receive a continual longevity payment of \$1,500.

ARTICLE XV
CALENDAR

- A. Full time Employees shall serve no more than 185 days. Staff days may be adjusted to the calendar(s) of the district(s) in which they serve.
- B. The Board and the Association recognize the need for flexibility in determining schedules that will support children at different special education sites. The contracted day will be the site-based schedule, reflecting the number of hours required by law for pupil instruction, student needs, and other site and programming needs. The Board will include the Association in scheduling decisions.
- C. Any changes to the ISD common calendar, whether for the current school year or future school years, will be presented to the Association prior to publishing changes to the public or to constituent districts.
- D. Starting with the 2022-2023 school year, any Bargaining Unit Employees that were placed in identified 0-3 programs may choose to work either a 185 day contract or a 205 day

contract. Full time Bargaining Unit Employees shall work 7.5 hours per day with a 30 minute duty free lunch per day between July 1 and June 30.

The salary schedule shall be found in Appendix L.

Full-Time Bargaining Unit Employee who work the Early On calendar will work with administration to develop their own individual calendar that meets the requirement of the Individuals with Disabilities Education Act (IDEA) – Part C and Michigan Mandatory Special Education (MMSE) – Part C. Minor changes may be made to this calendar with prior supervisor approval for unexpected events (such as field trips and life events).

There will be an increase in workload expectations with 205 day contracts over 185 day contracts as a result of accepting additional workload responsibilities. These workload responsibilities will be determined through cooperation with the administration and the Early On team.

Early On Employees will receive one (1) additional personal day for a total of four (4) personal days per year and one (1) additional sick day for a total of 13 sick days per year.

- E. Beginning January, 2023 an Early On Committee will be assembled of equal Association representatives and District representatives to evaluate and make recommendations for implementation of the calendar as defined in Section D above. This committee will continue to meet on at least a quarterly basis for continuous improvement and effectiveness of the program. Prior to May 1, 2024 the Early On Committee will make recommendations to the District and the Association bargaining teams for changes to successor contract language for the Early On program.
- F. Beginning with the 2023 – 2024 school year Federally/Michigan Mandated 5-26 year old classrooms will implement a 12 month calendar from July 1 – June 30 ranging from 185 to 205 days. The calendar will be developed with both parties prior to publishing changes. Full-Time Bargaining Unit Employees shall work 7.5 hours per day with a thirty (30) minute duty free lunch.

The salary schedule shall be calculated based on the daily rate as defined in Article XIII, A and B.

Federally/Michigan Mandated year round professional staff will receive one (1) additional personal day for a total of four (4) personal days per year and one (1) additional sick day for a total of 13 sick days per year.

- G. Beginning January 2023 a Committee will be assembled of equal Association representatives and District representatives to develop the calendar as defined in section F.

ARTICLE XVI
NEGOTIATION PROCEDURES

- A. The parties shall initiate negotiations on an ongoing basis for the purpose of creating successor Agreements in accordance with the Memorandum of Understanding.
- B. Should such a meeting result in a mutually acceptable agreement, then the Agreement shall be subject to ratification by the Board and the Association.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, the representatives of the parties shall attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Public Act 379 of 1965 will be followed.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written between the Board and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.
- F. The Board and the Association each reserve the right to act by duly authorized committee, or designated representative.
- G. There shall be at least three (3) originally signed copies of this Agreement for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent/Designee.
- H. The parties recognized the need to “resolve mutual problems and concerns as they arise”. In addition, both parties agreed “in principle with the concept of an ongoing problem resolving process” and were “committed to achieving mutually established goals and objectives directed towards the implantation of such a philosophy”.

ARTICLE XVII
DURATION OF AGREEMENT

The Agreement shall be effective as of the date of approval by the parties, and shall continue in effect until the 30th day of June 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

If an emergency financial manager is appointed by the State under Public Act 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Acts (PERA).

2021-2024 AGREEMENT
Date Approved: June 7, 2021

Bay-Arenac Education Association, MEA/NEA

Beth Briggs
Amanda Young
Sara Dennis

Miss Jany
Gody Brown
Wendy Garlinghouse
Amy Valled

Bay-Arenac ISD Board of Education

Douglas Finkel PRESIDENT
Doreen E. Vice President
TRUSTEE
Charles Adams
Theresa Brytman Trea

APPENDIX A

MESSA ABC Plan 1 Medical plan highlights



Effective Date: 1/1/2021

MESSA Account: Bay Arenac ISD

Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$1,400</p> <p>2-Person & Family coverage: \$2,800</p> <p><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>Medical coinsurance A fixed percentage you pay for a medical service.</p>	<p>0%</p>
<p>Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See <i>Free preventive prescriptions below</i>.</p>	<p>ABC Rx with mandatory mail</p>
<p>Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$2,400</p> <p>2-Person & Family coverage: \$4,800</p>
In-network services covered at no cost to you	
<p>Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	
<p>Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

In-network services subject to deductible and applicable coinsurance	
Blue Cross online visit	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
Hearing care Hearing related services performed by an M.D. or D.O.	Acupuncture Must be performed by an M.D. or D.O.
Diagnostic lab and X-ray	Radiation and chemotherapy
Allergy testing and therapy	Bariatric surgery
Mental health and substance abuse - inpatient and outpatient care	Ambulance
Medical supplies	Durable medical equipment (DME)
Prosthetics and orthotics	Home health care
Skilled nursing facility Up to a maximum of 120 days per calendar year.	Human organ transplant Must be performed at an approved facility.
Home delivery of prescription medications	
MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346	
Medical care outside the U.S.	
MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.	
Covered services and approved amounts	
In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.	
Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.	
<i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
Life and accidental death & dismemberment insurance	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.	
AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i>	

APPENDIX B

MESSA ABC Plan 2 Medical plan highlights



Effective Date: 1/1/2021

MESSA Account: Bay Arenac ISD

Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>Single coverage: \$2,000</p> <p>2-Person & Family coverage: \$4,000</p> <p><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p>
<p>Medical coinsurance A fixed percentage you pay for a medical service.</p>	<p>10%</p>
<p>Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See <i>Free preventive prescriptions below</i>.</p>	<p>3-Tier Rx with mandatory mail</p>
<p>Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>Single coverage: \$5,000</p> <p>2-Person & Family coverage: \$7,000</p>
In-network services covered at no cost to you	
<p>Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	
<p>Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

In-network services subject to deductible and applicable coinsurance	
Blue Cross online visit	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
Hearing care Hearing related services performed by an M.D. or D.O.	Acupuncture Must be performed by an M.D. or D.O.
Diagnostic lab and X-ray	Radiation and chemotherapy
Allergy testing and therapy	Bariatric surgery
Mental health and substance abuse - inpatient and outpatient care	Ambulance
Medical supplies	Durable medical equipment (DME)
Prosthetics and orthotics	Home health care
Skilled nursing facility Up to a maximum of 120 days per calendar year.	Human organ transplant Must be performed at an approved facility.
Home delivery of prescription medications	
<p>MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346</p>	
Medical care outside the U.S.	
<p>MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.</p>	
Covered services and approved amounts	
<p>In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.</p>	
<p>Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.</p>	
<p><i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i></p>	
Life and accidental death & dismemberment insurance	
<p>Life insurance: \$5,000 policy for you.</p>	
<p>Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.</p>	
<p>AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i></p>	

APPENDIX C

MESSA Choices Medical plan highlights



Effective Date: 1/1/2021

MESSA Account: Bay Arenac ISD

Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
Annual deductible - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$500 individual/\$1,000 family
Medical copayment - A fixed amount you pay for a medical visit.	\$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room
Medical coinsurance - A fixed percentage you pay for a medical service.	0%
Prescription drug coverage - Subject to prescription copayments and coinsurance.	SaverRx with mandatory mail
Annual out-of-pocket maximums Medical: The most you have to pay for covered services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$1,500 individual/\$3,000 family Prescription: \$1,000 individual/\$2,000 family
Covered service	In-network cost share
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Prenatal and postnatal care - Prenatal and postnatal doctor visits.	
Blue Cross online visit	Subject to deductible and Blue Cross online visit copayment
Office visit - e.g. primary care physician, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
Specialist visit	Subject to deductible and specialist visit copayment
Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.	Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply
Allergy testing and therapy	Subject to deductible and coinsurance Specialist visit copayment may apply
Osteopathic manipulations - Performed by an Osteopathic physician. Up to 38 visits per calendar year.	Subject to deductible and office visit copayment

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance Office visit copayment may apply
Mental health and substance abuse - outpatient care	Subject to deductible and coinsurance Office visit copayment may apply
Mental health and substance abuse - inpatient care	Subject to deductible and coinsurance
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.	
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	
Home delivery of prescription medications	
MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346	
Medical care outside the U.S.	
MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.	
Covered services and approved amounts	
In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.	
Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.	
<i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
Life and accidental death & dismemberment insurance	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy or you.	
AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i>	

APPENDIX D

MESSA Choices Medical plan highlights



Effective Date: 1/1/2021

MESSA Account: Bay Arenac ISD

Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
Annual deductible - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$1,000 individual/\$2,000 family
Medical copayment - A fixed amount you pay for a medical visit.	\$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room
Medical coinsurance - A fixed percentage you pay for a medical service.	0%
Prescription drug coverage - Subject to prescription copayments and coinsurance.	SaverRx with mandatory mail
Annual out-of-pocket maximums Medical: The most you have to pay for covered services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$2,000 individual/\$4,000 family Prescription: \$1,000 individual/\$2,000 family
Covered service	In-network cost share
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Prenatal and postnatal care - Prenatal and postnatal doctor visits.	
Blue Cross online visit	Subject to deductible and Blue Cross online visit copayment
Office visit - e.g. primary care physician, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
Specialist visit	Subject to deductible and specialist visit copayment
Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.	Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply
Allergy testing and therapy	Subject to deductible and coinsurance Specialist visit copayment may apply
Osteopathic manipulations - Performed by an Osteopathic physician. Up to 38 visits per calendar year.	Subject to deductible and office visit copayment

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance Office visit copayment may apply
Mental health and substance abuse - outpatient care	
Mental health and substance abuse - inpatient care	Subject to deductible and coinsurance
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.	
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	
Home delivery of prescription medications	
MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346	
Medical care outside the U.S.	
MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.	
Covered services and approved amounts	
In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.	
Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.	
<i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
Life and accidental death & dismemberment insurance	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.	
AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i>	

APPENDIX E



PO Box 610
Southfield, MI 48037
248-901-3705

Bay Arenac ISD Dental Benefits Plan
AFT Teachers, BAEA, SEA, Special Ed Support, USW

Group #10076

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	Plan Year January 1 through December 31
Annual Maximum	\$1000 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum	\$1500 per eligible individual for covered class IV services
Class I Preventive Services – 70%	Increases 10% per calendar year up to 100%
Routine Oral Examinations	Twice per plan year
Prophylaxis / Periodontal Maintenance (Cleaning)	Twice per plan year
Topical Application of Fluoride	Once per plan year to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Sealants	Once per 24 months to age 14, 1 st & 2 nd permanent molars only
Space Maintainers	Once per area per lifetime, up to age 19
Class II Restorative Services – 70%	
Composite and Amalgam fillings*	Once per tooth surface per 24 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered Oral Surgery or medically necessary
Occlusal Guards	Once per 24 months (bruxism only)
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 60 months, per arch
Class III Major Services – 70%	
Inlays, Onlays and Crowns**	Once per permanent tooth per 60 months
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Addition of Teeth to Partial Dentures	
Class IV Orthodontic Services – 70%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Implants	TMJ/TMD Treatment Cosmetic Treatment
Deductible –None	
Missing Tooth Clause – None	
12 Month Billing Limitation	
Waiting Periods – None	*Composite restorations not covered for posterior teeth, alternate benefit applies
COB – Standard	**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Benefits are payable at the applicable percentage level of the Usual and Customary or PPO Fee Schedule allowed amount for the procedure rendered. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

APPENDIX F



PO Box 610
Southfield, MI 48037
248-901-3705

BAY ARENAC ISD Vision Benefits Plan

Group #10076

The Plan-at-a-Glance Benefit Year – January 1 through December 31

Vision Examination	Covered Up to \$75.00
Spectacle Lenses (Pair):	
Single Vision	Covered Up to \$63.00
Bifocal	Covered Up to \$80.00
Trifocal	Covered Up to \$95.00
Lenticular	Covered Up to \$115.00
Frames	Covered Up to \$130.00
Contact Lenses (Pair) (includes fitting fees)	Covered Up to \$200.00

Extra Lens Features – None

Limits & Exclusions

1. Plan participants are limited to one vision examination during a benefit year
2. Plan participants are limited to one pair of corrective spectacle lenses and one frame during a benefit year
3. Plan participants may choose between eyeglasses or contact lenses, but not both

No Payments will be made for the following:

1. Non-corrective eyeglass or contact lenses
2. Vision therapy or subnormal vision aids
3. Medical or surgical treatment of the eyes
4. Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the benefit year
5. Charges with respect to which benefits are provided under any Workers' Compensation or similar law
6. Vision examination, lenses or frames which would have been furnished without cost in the absence of this insurance or for which an insured person has no legal obligation to pay
7. The cost of frames that exceeds the plan allowance
8. Extra charges for any lens treatments and coatings not listed under Extra Lens Features
9. The additional cost of progressive, polycarbonate and photochromic lenses
10. Charges for contact lenses, including the prescription and fitting fee, that exceed the one-time annual plan allowance

Note: For each benefit year, covered charges for contact lenses are in lieu of all other covered charges except exams for each insured person.

APPENDIX G

Letter of Agreement
Between the
Bay Arenac Intermediate School District (BA ISD)
And
Bay Arenac Education Association (BAEA)

The Bay-Arenac Intermediate School District and the Bay Arenac Education Association are parties to the Collective Bargaining Agreement (CBA) covering the 2021-24 school year. It has been agreed that a Letter of Agreement would be created in relation to the development of a non-tenure ancillary Employee caseload review process specific to Article VI Working Conditions.

Both parties recognize the importance of being consistent with non-tenure ancillary Employee's caseloads to the greatest extent possible. Both parties recognize that the equalization of caseloads may not be possible and caseload size depends on many factors including but not limited to travel, individual school and student needs, report writing, and in general, on the needs of the population that the District serves. It is agreed that if a non-tenure ancillary Employee feels their caseload is more demanding than that of their peers, the non-tenure ancillary Employee may approach the Director of Special Education and request a caseload review. The non-tenure ancillary Employee will provide the total number of minutes for the items below based on the previous month's data to the Director of Special Education or The Director of Early Childhood for a caseload review:

1. Total number of caseload students identified as direct, consult, 504 or RtI
2. Total direct minutes for all students served
3. Total consult minutes for all students served
4. Total child study minutes for all buildings worked in
5. Total minutes for prep time, parent teacher meetings, itinerant meetings, principal meetings and other meetings not defined
6. Total number of minutes evaluating and reevaluation students
7. Total number of minutes writing reports, progress notes, therapy notes etc.
8. Total number of minutes holding and writing IEPs
9. Demonstrate compliance with BAISD special education eligibility criteria
10. Total minutes of travel
11. Total minutes of after school meetings

Signature of BA EA

Signature of BA ISD

Date

Date

APPENDIX H

BAY-ARENAC ISD SUPPLEMENTAL CONTRACT: ASSIGNMENT OF EXTRA DUTY FOR EXTRA PAY

BAEA Represented Employees

This Contract is made and entered into this _____ day of _____, 20____, by Board of Education (the “Board”) of Bay-Arenac Intermediate School District (the “ISD”) and _____, (the “Employee”) represented by the Bay-Arenac Education Association, MEA/NEA (the “Association”).

1. The ISD and the Employee agree that this Contract pertains to a supplemental assignment of extra duty for extra pay involving services beyond the regularly scheduled school year. The ISD and Employee agree that Employee is entering into this Contract voluntarily and understands that he/she has the option not to enter into this Contract and to decline the opportunity to perform the supplemental duties and services contemplated by this Contract. Further, nothing in this Contract obligates either the ISD or Employee to any term of service beyond the expiration date of this Contract.

2. Employee agrees that he/she shall perform the duties of the position of _____ as prescribed and as may be assigned by the ISD and its administrative personnel, for a period of up to _____ beginning on _____ and concluding on _____.

3. Employee represents that he/she possesses, holds and will maintain all certificates, approvals and qualifications required by law and those required by the ISD to perform the supplemental duties assigned. Further, the Employee agrees to devote his/her talents, skills, efforts and abilities toward fulfilling the duties and responsibilities of the position assigned. Employee also agrees to comply with the directives of the ISD and its administration to carry out the Board’s policies and regulations during the term of this Contract.

4. Employee shall be paid for additional assigned days/hours, depending on the nature of the assignment (i.e., homebound), beyond those described in Article V, ¶ D, of the Agreement in consideration of their performance of the duties and responsibilities of the supplemental position assigned. Employee will be compensated their current salary according to the Employee’s current position on the Agreement salary schedule and the number of additional days/hours assigned, depending on the nature of the assignment. The salary shall be paid in the next pay period after submission of time sheets.

5. Both the ISD and the Employee have the right, upon fifteen (15) days written notice to the other party, to terminate this Contract during its term, for any reason, with cause. The Contract will also terminate when the Employee is no longer employed by the ISD in a capacity represented by the Association. In the event of termination of this Contract during its term, this Contract shall cease to be operative and the parties shall have no further obligations. The parties further understand that this Contract is not regarded as continuing in character and that the Employee has no continuing right to or expectation of future supplemental employment with the ISD due to this Contract. Similarly, the ISD has no right to require Employee to perform supplemental extra duty assignments beyond the extra duty for extra pay assignment, which is the subject of this Contract.

6. Employee and the ISD agree that Employee’s supplemental employment under this Contract is subject to the conditions of the collective bargaining agreement between the Board and the Association.

7. This Contract contains the entire agreement and understanding between the ISD and the Employee with regard to the Employee's supplemental employment and no representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. Any and all prior agreements pertaining to, connected with or arising in any manner out of any previous employment of Employee by the ISD shall have no force or effect with respect to the performance of services and obligations under this Contract.

8. No change or modification in this Contract shall be valid or binding unless it is in writing and signed by the Employee and authorized representatives of the ISD. No waiver of any provisions of this Contract shall be valid unless the same are in writing and signed by the Employee as well as authorized representatives of the ISD.

**BAY-ARENAC ISD
BAY COUNTY, MICHIGAN**

Date: _____

By _____
Superintendent of Schools

Date: _____

By _____
Employee

Date: _____

By _____
BAEA Representative

APPENDIX I

Letter of Agreement
Between the
Bay Arenac Intermediate School District (BA ISD)
And
Bay Arenac Education Association (BAEA)

The Bay-Arenac Intermediate School District and the Bay Arenac Education Association are parties to the Collective Bargaining Agreement (CBA) covering the 2021-24 school year. It has been agreed that a Letter of Agreement would be created in relation to non-tenure ancillary Employees filling temporary vacancies for staff who are on leave specific to Article VII Vacancies and Promotions.

Non-tenure ancillary groups that have positions which have been temporarily vacated (resignation, medical leave) will be sent an email identifying the temporary vacancy. Current Early On Employees will be sent notification of vacant Early On positions first prior to sending out to the group as a whole. Two (2) business days after the email has been sent the non-tenure ancillary Employee interested in the position will be assigned the position on a first come first serve basis. Non-tenure ancillary Employees will be paid at their hourly rate and receive a supplemental contract.

If multiple vacancies become open throughout the year the Administration will assign the vacancy to interested parties on a rotating basis. All attempts will be made to assign supplemental contracts fairly.

The Association will be notified of all temporary vacancies and long-term absences as they occur. The Association will be required to sign each contract and receive a copy.

Signature of BA EA

Signature of BA ISD

Date

Date

APPENDIX J

GRIEVANCE FORM

LEVEL ONE: DISCUSSION WITH SUPERVISOR (within 10 school days of alleged violation):

Date: _____ Time: _____

Comments: _____

Name of Grievant: _____ Name of Supervisor: _____

LEVEL TWO: SUPERVISOR LEVEL (meeting date within 5 school days of receipt of grievance):

Date: _____ Time Filed: _____

Meeting Date: _____ Meeting Time: _____

Present at meeting: _____

Supervisor's decision within 5 school days of meeting in Level Two (be specific): _____

Supervisor's Signature: _____ Date: _____

(Within 10 school days of meeting):

Received By: _____ Date: _____

If decision in Level Two is not satisfactory, the grievant may file the grievance in writing with the Superintendent within 5 school days of said decision

LEVEL THREE: SUPERINTENDENT/DESIGNEE LEVEL (within 10 school days of Level Two):

Date Filed: _____ Time Filed: _____

Meeting Date: _____ Meeting Time: _____

Present at meeting: _____

Superintendent's decision within 5 school days of meeting in Level Three (be specific): _____

Superintendent's Signature: _____ Date: _____

Receipt of decision acknowledged (within 10 school days after meeting in Level Three):

Received By: _____ Date: _____

LEVEL FOUR: BOARD LEVEL (at least 7 days prior to next regularly scheduled Board Meeting):

Date Filed: _____ Time Filed: _____

Board Meeting Date: _____ Meeting Time: _____

Board's decision within 5 school days of Board Meeting (be specific): _____

Board President's Signature: _____ Date: _____

Receipt of decision acknowledged (within 5 school days after Board Meeting in Level Four):

Received By: _____ Date: _____

LEVEL FIVE: THRID PARTY LEVEL (within 5 school days of receipt of decision in Level Four):

Date Filed: _____ Time Filed: _____

Third Party's decision (be specific): _____

Third Party's Signature: _____ Date: _____

Receipt of decision acknowledged

Received By: _____ Date: _____

APPENDIX K

GRIEVANCE PROCEDURE TIMELINES

Step Level	Allotted Time	Lapsed Time
<i>Alleged grievance occurs</i>		Day 1
Level 1: Grievant meets with Immediate Supervisor	Within 10 school days of alleged grievance	
Level 2: Written signed grievance filed	Within 5 school days of Level one decision	15 school days
Level 2: Meeting with Grievant, Association Representative and Immediate Supervisor (and/or Director of Special Education)	Within 5 school days of receiving Level 2 signed grievance	20 school days
Level 2: Decision rendered	Within 5 school days of Level 2 meeting	25 school days
Level 3: If decision in Level 2 is not satisfactory, Grievant may file grievance in writing with the superintendent	Within 5 school days of decision in Level 2	30 school days
Level 3: Superintendent/Designee meets with Grievant and Association Representative	Within 10 school days of receiving signed grievance from Level 3	40 school days
Level 3: Decision rendered	Within 5 school days of Level 3	45 school days
Level 4: If decision in Level 4 is not satisfactory, Grievant may file written grievance with the Board of Education	At least five (5) school days prior to next regular Board of Education meeting, at least 14 calendar days may elapse before next Board of Education meeting	59 school days
Level 4: Decision rendered	Within 5 school days of Board of Education meeting	64 school days
Level 5: If decision in Level 4 is not satisfactory, grievance may be submitted to a State Mediator	Within 5 school days of receipt of decision in Level 4	69 school days
State Mediator review and makes recommendation		

APPENDIX L

**2021 -2022
Salary Schedule
185 Day Employee**

Step	OTA .64 BA	PTA .75 BA	BA	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	27,759	32,530	43,373	45,596	47,820	49,014	50,211	52,251
2	29,373	34,421	45,895	48,217	50,534	51,800	53,061	55,102
3	30,969	36,291	48,387	50,821	53,255	54,586	55,918	57,958
4	32,554	38,150	50,867	53,409	55,949	57,349	58,748	60,788
5	34,371	40,279	53,705	56,377	59,047	60,522	61,999	64,039
6	35,950	42,129	56,173	58,935	61,696	63,238	64,780	66,821
7	37,572	44,031	58,707	61,571	64,435	66,044	67,655	69,695
8	39,189	45,925	61,233	64,200	67,164	68,844	70,523	72,563
9	40,768	47,774	63,699	66,778	69,855	71,601	73,347	75,387
10	41,704	48,871	65,162	68,457	71,748	73,544	75,337	77,377
11	42,701	50,039	66,719	70,276	73,831	75,676	77,526	79,566
12	43,681	51,190	68,253	71,890	75,527	77,414	79,302	81,342
13	45,218	52,990	70,653	74,417	78,182	80,135	82,091	84,151

**2022 -2023
Salary Schedule
185 Day Employee**

Step	OTA .64 BA	PTA .75 BA	BA	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	28,037	32,855	43,807	46,052	48,298	49,504	50,713	52,774
2	29,667	34,765	46,354	48,699	51,039	52,318	53,592	55,653
3	31,279	36,654	48,871	51,329	53,788	55,132	56,477	58,538
4	32,880	38,532	51,376	53,943	56,508	57,922	59,335	61,396
5	34,715	40,682	54,242	56,941	59,637	61,127	62,619	64,679
6	36,310	42,550	56,735	59,524	62,313	63,870	65,428	67,489
7	37,948	44,471	59,294	62,187	65,079	66,704	68,332	70,392
8	39,581	46,384	61,845	64,842	67,836	69,532	71,228	73,289
9	41,176	48,252	64,336	67,446	70,554	72,317	74,080	76,141
10	42,121	49,360	65,814	69,142	72,465	74,279	76,090	78,151
11	43,128	50,539	67,386	70,979	74,569	76,433	78,301	80,362
12	44,118	51,702	68,936	72,609	76,282	78,188	80,095	82,155
13	45,670	53,520	71,360	75,161	78,964	80,936	82,912	84,993

**2022 -2023
Salary Schedule
205 Day Employee**

Step	OTA .64 BA	PTA .75 BA	BA	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	31,068	36,407	48,543	51,031	53,519	54,856	56,195	58,479
2	32,874	38,523	51,365	53,964	56,557	57,974	59,386	61,670
3	34,661	40,617	54,154	56,878	59,603	61,092	62,583	64,866
4	36,435	42,698	56,930	59,775	62,617	64,184	65,750	68,033
5	38,468	45,080	60,106	63,097	66,084	67,735	69,389	71,671
6	40,235	47,150	62,869	65,959	69,050	70,775	72,501	74,785
7	42,050	49,279	65,704	68,910	72,115	73,915	75,719	78,002
8	43,860	51,398	68,531	71,852	75,170	77,049	78,928	81,212
9	45,627	53,468	71,291	74,737	78,181	80,135	82,089	84,372
10	46,675	54,696	72,929	76,617	80,299	82,309	84,316	86,600
11	47,790	56,003	74,671	78,652	82,631	84,696	86,766	89,050
12	48,888	57,291	76,389	80,459	84,529	86,641	88,754	91,037
13	50,607	59,306	79,075	83,287	87,501	89,686	91,875	94,181

**2023 -2024
Salary Schedule
185 Day Employee**

Step	OTA .64 BA	PTA .75 BA	BA	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	28,317	33,184	44,245	46,513	48,781	49,999	51,220	53,302
2	29,964	35,113	46,818	49,186	51,549	52,841	54,128	56,210
3	31,592	37,021	49,360	51,842	54,326	55,683	57,042	59,123
4	33,209	38,917	51,890	54,482	57,073	58,501	59,928	62,010
5	35,062	41,089	54,784	57,510	60,233	61,738	63,245	65,326
6	36,673	42,976	57,302	60,119	62,936	64,509	66,082	68,164
7	38,327	44,916	59,887	62,809	65,730	67,371	69,015	71,096
8	39,977	46,848	62,463	65,490	68,514	70,227	71,940	74,022
9	41,588	48,735	64,979	68,120	71,260	73,040	74,821	76,902
10	42,542	49,854	66,472	69,833	73,190	75,022	76,851	78,933
11	43,559	51,044	68,060	71,689	75,315	77,197	79,084	81,166
12	44,559	52,219	69,625	73,335	77,045	78,970	80,896	82,977
13	46,127	54,055	72,074	75,913	79,754	81,745	83,741	85,843

**2023 -2024
Salary Schedule
205 Day Employee**

Step	OTA .64 BA	PTA .75 BA	BA	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	31,378	36,771	49,028	51,541	54,055	55,404	56,757	59,064
2	33,203	38,909	51,879	54,503	57,122	58,554	59,980	62,287
3	35,007	41,023	54,696	57,447	60,199	61,703	63,209	65,515
4	36,799	43,124	57,500	60,372	63,243	64,825	66,407	68,714
5	38,852	45,531	60,707	63,727	66,745	68,412	70,082	72,388
6	40,638	47,622	63,497	66,618	69,740	71,483	73,226	75,533
7	42,470	49,772	66,361	69,599	72,836	74,654	76,476	78,782
8	44,299	51,913	69,216	72,570	75,921	77,819	79,717	82,024
9	46,084	54,004	72,004	75,484	78,964	80,936	82,910	85,216
10	47,141	55,244	73,658	77,383	81,102	83,132	85,159	87,466
11	48,268	56,562	75,418	79,439	83,457	85,543	87,634	89,941
12	49,376	57,864	77,152	81,263	85,374	87,507	89,642	91,947
13	51,114	59,899	79,866	84,120	88,376	90,582	92,794	95,123