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AGREEMENT

*Between the Bay-Arenac ISD Board of Education and the
Bay-Arenac Education Association-MEA
July 1, 2019 through June 30, 2020*

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AGREEMENT

This Agreement entered into this 1st day of July 2019, by and between the Bay-Arenac ISD Board of Education hereinafter called the "Board", and the Bay-Arenac Education Association-MEA, hereinafter called the "Association".

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 Act 379 of the Michigan Public Acts 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,

In consideration of the following covenant, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 – Public Acts of 1965, for all employees employed or to be employed during the term of this contract. 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, Early Childhood Specialists, Assistive Technology Coordinator and Orientation and Mobility 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.

This representation shall also include employees whose role or function relates to sign language interpreting in special education, who meet the Michigan Requirements for Credentialed Sign Language Interpreters

- 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 when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

EMPLOYEE STATUS

1. "Tenure" employees, shall be defined to include certified employees holding assignments for which certification is required according to the provisions of the Teachers' Tenure Act, and who have not been denied tenure by the Board of Education, said employees must also have completed the probationary period required by the Tenure Act.
2. "Non-tenure" employees shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Tenure Act but who hold state approval or state authorization appropriate to their assignments and who have 4 years experience in this district or 2 years if employee has 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" employees as above defined.
4. Interpreters shall comply with Michigan Requirements for Credentialed Sign Language Interpreters.

This agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member 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 MEMBERS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this Agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution 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 in the Association, their participation in any lawful activities of the Association or collective professional negotiations 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 with a member of the Bargaining Unit shall be made expressly subject to the terms of this Agreement.
- C. Upon obtaining the approval of the Superintendent / Designee in advance, 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 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 District operations.
- E. The Board and the Association have the right to information necessary to carry on collective bargaining and to administer the Master Agreement. Original records may be examined only at the offices of the Bay-Arenac ISD.
- F. The Superintendent will advise the Association of any new or major revisions in educational policy, 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 district and presented to new employees only.
- H. An employee may request to have present one representative of the association of his/her choice when he/she is 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 five (5) business school days or longer with mutual agreement.
- I. Any disciplinary action must commence within thirty (30) calendar days after the alleged infraction or delinquency is known by the Superintendent/Designee.
- J. Except for non-tenure probationary employees, no non-tenure 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 employee.

**ARTICLE III
MANAGEMENT RIGHTS CLAUSE**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and 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 foregoing, 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.
 - 2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
 - 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.

**ARTICLE IV
VOLUNTARY PAYROLL DEDUCTIONS**

- A. All employees of the Board who are represented by the Bargaining Unit may pay Association dues or fees to the Association. The payment and collection of Association dues are the responsibility of the Association and its members. Upon written authorization the Board shall also make payroll deduction from each paycheck from

employees for membership dues, to the extent of the law, credit union, insurance premiums where applicable, annuities and savings bonds.

ARTICLE V INSURANCE

Pursuant to the authority set forth in section 617 of the School Code of 1955 as amended, the Board of Education agrees to furnish to all employees the following insurance protection:

- 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.

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) and their eligible dependents, toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below) paid per eligible Employee for the plan year January 1 through December 31.

- Single: \$557.10
- Two Person: \$1,165.06
- Family: \$1,519.36

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 14 days of release of the cost limitations. To be adjusted January 1 of each year of agreement.

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 Public Act 152 of 2011. The Monthly Contributions in Section B are subject to change pursuant to Public Act 152 of 2011. 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 Public Act 152 of 2011 (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 subsection 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 1st 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/month or ½ of the Board's monthly hard-cap contribution for a single subscriber per month (whichever is greater) through the District's Section 125 plan.
- I. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, 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 status.
- 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 his/her 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 his/her 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 1st 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 District).
- 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 F.
- Q. The Board will provide vision care pursuant to Appendix G.
- 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 for cause, the employee's hospitalization will not be paid after 30 (thirty) calendar days from their dismissal.
- U. 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 his/her 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 .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.
- V. 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.
- W. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XV, shall not receive benefits. Employees who are contracted to work fifty percent (50%) or more may apply for major medical insurance per Article V, ¶B. 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 member's wages.

- X. Employees who are contracted to work fifty percent (50%) or more will receive the life insurance benefit provided in Article V¶A.
- Y. The Board will continue insurance protection to employees on layoff status for a period of two (2) calendar months after the month the employees are laid off.

**ARTICLE VI
WORKING CONDITIONS**

- A. The administration shall ensure that safe and adequate facilities are provided for BAISD employees.
- B. The Board will provide legal counsel if the employee is complained against, assaulted or sued by reasons of his/her actions while on the job or is performing any job related work, provided the individual is performing in a professional manner as described in 2003 adopted Michigan Department of Education's Professional Educator's Code of Ethics.
- C. When conditions not within the control of school authorities cause constituent districts to close, the respective Intermediate District 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 Intermediate District 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).

- D. The Administration may call in-service and information meetings to be attended by all employees. Such meetings will be held to a reasonable level.
- E. Employees who drive their personal automobiles in the course of their work shall be paid according to mileage rates of the IRS.
- F. Appendix I will provide the Supplemental Contract used by the District for all bargaining 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.

**ARTICLE VII
VACANCIES AND PROMOTIONS**

- A. Whenever a vacancy in a bargaining unit position shall occur, the Board shall publicize same by posting such a position. The notice shall contain a job description, qualifications and proposed salary. Ten working days notice shall be given before such vacancies shall be filled. The administration will publish current vacant positions on the ISD Web Site, and the ISD email system.
- B. Employees interested in such vacancies shall notify the Superintendent / Designee in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac 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. Teacher, Social Worker, Psychologist, etc., for which they were hired, without their consent.

**ARTICLE VIII
LAYOFF AND RECALL**

- A. One seniority list of bargaining unit employees based on length of service in this district shall be maintained and updated annually by the District and the Association. Seniority shall be accrued from the date the contract was signed by the employee.
 - 1. 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 his/her 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.
 - 2. 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.
 - 3. All seniority is lost when employment is terminated by resignation, retirement, or discharge. An employee on lay off who refuses an offer from the District 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 District, shall cause termination.

- B. In the event the Board finds it necessary to reduce its non-tenure bargaining unit members because of unforeseen 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.
- C. The certification, approval (MDE or similar regulatory agency), and qualifications of a non-tenure bargaining unit member to be laid off shall be those on file with the District at the time that the layoff notice is issued. The certification, approval (MDE or similar regulatory agency), and qualifications of a non-tenure bargaining unit member to be recalled shall be those on file with the District at the time that the recall opportunity is identified by the District and the recall notice is issued.
- D. When a reduction in non-tenure bargaining unit employees occurs, non-tenure bargaining unit employees who are subject to this reduction shall be laid off according to the following criteria and procedures:
 - 1. The District shall determine reductions by programs/service area and shall notify the affected employee(s) and Association per ¶B of this Article.
 - 2. Where a non-tenure bargaining unit employee is identified for reduction, he/she must elect one of the following options:
 - a. Displace the least senior non-tenure bargaining unit employee in any remaining non-tenure bargaining unit position for which the displacing non-tenure bargaining unit employee possesses the requisite certification, qualification, licensure and seniority.

OR

- b. Agree to waive seniority and accept layoff, by executing Appendix B, which is appended to this Agreement.
- E. Within thirty (30) days of the District's notice to the Association of an impending staff reduction, pursuant to ¶B of this Article, any non-tenure bargaining unit employee (whether or not he/she would otherwise be affected by the impending reduction) may choose to voluntarily waive his/her seniority rights and be placed on layoff status if all of the following conditions are met:
 - 1. There must be an impending reduction in the service or program which the non-tenure bargaining unit employee offering to be placed on layoff status is assigned.

2. The non-tenure bargaining unit employee must have greater seniority (as defined in ¶A of this article) than the person identified for layoff within the same service or program area.
3. The person originally identified for layoff by the District must be certified, approved, and qualified to assume all aspects of the assignment that would be held by the non-tenure bargaining unit employee offering to be placed on layoff status. In other words, the two non-tenure bargaining unit employees must be able to exchange places without the need for reassignment or transfer of any other non-tenure bargaining unit employees or for the District to hire a new employee.
4. The non-tenure bargaining unit employee offering/volunteering to be placed on layoff status has the option to exchange places with the most senior non-tenure bargaining unit employee selected for layoff provided that the non-tenure bargaining unit employee originally identified for layoff by the District must be certified, approved (MDE or similar regulatory agency), and qualified to assume all aspects of the assignment that would otherwise be held by the non-tenure bargaining unit employee volunteering to be placed on layoff status, as described in E(3) above. The non-tenure bargaining unit employee offering/volunteering to exchange places (i.e., to be placed on layoff status), in order to exercise this right, must inform both the District and the Association, in writing, of the identity of the most senior non-tenure bargaining unit employee within the affected program or service area who has already been selected by the District for layoff and who is certified, approved (MDE or similar regulatory agency), and qualified to perform the assignment of the volunteering/more senior non-tenure bargaining unit employee. If more than one potential assignment exchange opportunity exists because the more senior/volunteering non-tenure bargaining unit employee has multiple certifications, qualifications, and/or approvals (MDE or similar regulatory agency) which would enable him/her to serve in more than one program of service areas affected by a planned reduction in staff, the senior/volunteering non-tenure bargaining unit employee will exchange places with the most senior non-tenure bargaining unit employee scheduled for layoff, subject to the other conditions of ¶E of this Article and its subparagraphs.
5. The non-tenure bargaining unit employee must sign and submit a Waiver of Seniority Rights form as indicated on Appendix B, by the close of business on a date designated by the District prior to the effective date of the reduction.

In the event the Board institutes a recall from layoff, employees shall be called in inverse order of layoff in accordance with Article VIII ¶D (2), of this Agreement school board policy and Michigan school code.

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 bargaining unit
2. Sick leave of 12 days per year and three (3) personal days shall be granted accumulative to 160 days.
 - a. Upon depletion of his/her sick leave, and/or FMLA leave and/or Michigan Paid Medical Leave Act (PMLA), an employee may apply to the Board for a supplemental leave.
 - b. When sick, 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 or his/her designee may require a doctor's statement for any or all sick days used if abuse is suspected.
 - 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 PMLA shall be limited to twelve (12) sick days per year, unless otherwise approved by the Superintendent/Designee.
 - 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 ¶A above.

B. **LEAVES OF ABSENCE:**

1. Up to five (5) days leave 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 will be granted in case of the death of spouse's brother, spouse's sister, and spouse's grandparents. The Superintendent/Designee may grant additional days.
2. An employee must submit a written application to the Superintendent/Designee on the required form for meetings, school visitations, and inservice seminars. Such time must have advanced written approval.
3. The Superintendent 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 district will

reimburse any employee for jury duty provided any per diem for such duty is remitted to Bay-Arenac 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 forty-eight (48) hours prior to the start of leave. Additional days may be granted at the discretion of the Superintendent/ Designee. The Association will reimburse the district for the cost of a substitute when one is required.
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 his/her military pay stub to be compensated the difference.
7. The Employer grants 3 days per 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 as defined in Article XV, shall not receive personal days. Employees who work fifty percent (50%) up to full time will be entitled to one-half (1/2) of the personal day allowance benefit described in ¶8.

C. **LEAVES OF ABSENCE WITHOUT PAY:**

1. Childcare leave of up to one 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 additional year. The Board will attempt to place the 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 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 without pay until the employee has been medically certified as fit for duty by a health care provider as defined by FMLA. Upon return from such leave, an attempt will be made to reassign them to the same position (or one substantially equivalent) from which they left.

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 employees 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)/ PAID MEDICAL LEAVE ACT (PMLA) LEAVES:**

1. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA) and PMLA.
2. The twelve week allowance referred to in the FMLA will be based on July 1st, to the following June 30th of each year.
3. As prescribed and required by the FMLA, the District will provide insurance benefits as per 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 District 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 District may require the employee to obtain a second and / or third medical opinion or provide any necessary documentation of the need for such a leave from a District appointed physician. Any second or third opinion will be paid for by the District, if not covered by insurance.
6. Any paid leave provided for in the master agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA).
7. FMLA leave must be applied for. Application (in FYI) should be completed and approved prior to leave whenever possible.

**ARTICLE X
CONFERENCES / PROFESSIONAL DEVELOPMENT**

- A. The Administration and the Association shall meet annually to discuss a professional development calendar.

B. Conferences

Two days per 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 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 5 business days. The email will include a scan of the original request with a copy sent to the union 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 approval from their supervising Director prior to volunteering. Approval or denial will be received by email within 15 days of request.
- C. The following amounts will be reimbursed for staff members 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 – Current IRS rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used. If an employee attends an out-of-state conference, transportation costs will be paid per Board policy.
 3. Meals – Up to \$30.00 per day, actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.
 4. Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses.

**ARTICLE XI
TERMINATION PAY**

An employee who retires under the Michigan Public Schools 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 BAISD	Minimum Termination Pay	Maximum Sick Days	Termination Rate	Maximum Pay
1-5	0	0	0	0
6-9	0	160	10	1500
10	500	160	10	1500
11-15	500	160	12	1800
16-19	500	160	20	3000
20	1000	160	25	3750
21-25	1000	160	25	3750
26+	1000	160	25	3750

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 December 31st 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. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedure is to secure at the lowest level possible equitable solution to the problem of the parties. The aggrieved 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: The grievant meets with immediate supervisor within 10 school days of alleged violation in hope of resolving the matter, with both parties signature on the grievance form (Appendix C).

LEVEL TWO: A. A written signed grievance must be filed with the immediate supervisor within 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.
B. Within 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.
C. A decision will be rendered within 5 school days after such meeting.

LEVEL THREE: If this decision is not satisfactory, the aggrieved person may within 5 school days, file the grievance with the Superintendent in writing. Within 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 5 school days after such meeting.

LEVEL FOUR: If this decision is not satisfactory, the aggrieved person may file the grievance with the Board in writing at least one week (7 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 aggrieved person will be given an opportunity to be heard. The Board shall render its decision in writing within 5 school days.

LEVEL FIVE: If the decision of the Board is not satisfactory, the grievant may submit to a State Mediator within 5 school days of receipt of said decision. The mediator shall submit his recommendation to both parties, which shall not be binding on either party. The Board shall review their decision made at Level 5.

- 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 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, and the failure of the employee to proceed to the next step of the grievance procedure within the time limits as set forth shall be 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 step, to communicate their decision to the employees within the specified time limits shall permit the employees to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- G. It shall be the practice of both parties to process grievance procedures during times that do not interfere with assigned duties, if possible.

**ARTICLE XIII
EMPLOYEE PERSONNEL FILE**

- A. Employees shall have the right upon request to review the contents of their own personnel file except materials exempt by the Bullard-Plawecki Act.
- B. 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) to the member.

**ARTICLE XIV
EMPLOYEE COMPENSATION**

The basic salaries of employees covered by this Agreement are set forth in Appendix A 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. At the beginning of the 2019-2020 school year, Appendix A Salary Schedule will be increased by 1% over the 2018-2019 school year

salary schedule. Step advancement will take place at the beginning of the 2019-2020 school year, and unless negotiated differently in the successor agreement, each year thereafter until the advancement on the schedule is exhausted.

- 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.

**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, Living Agreement.
- 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 or bargaining 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, their representatives shall attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts 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. Despite reference herein to the Board and the Association as such each reserves the right to act hereunder by duly authorized committee, or designated representative.
- G. There shall be at least three signed copies for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.

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, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

2019-2020 Agreement

Bay-Arenac Education Association – MEA/NEA

Tina Brady

Amy Manning

Amy J. Vallad

Amanda Young

Kelly Browning

Yvonne Jewell

Sara Dennis

Jody Brown

Katy Pius

Bay-Arenac ISD Board of Education

Douglas Fortell

Richard Allen

William Karbowski

[Signature]

Charles [Signature]

Thomas [Signature]

**MEMORANDUM OF UNDERSTANDING
LIVING AGREEMENT**

Between
Bay-Arenac Intermediate School District
And
Bay-Arenac Education Association/MEA-NEA

THIS LIVING AGREEMENT, entered into this 1st day of July, 1997, between Bay-Arenac Intermediate School District, and Bay-Arenac Education Association/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

WHEREAS, during negotiations, 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 solving process” and were “committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy” in Bay-Arenac Intermediate School District. To formalize the implementation of this concept;

IT IS AGREED that prior settlements in force, seniority agreements, conditions of employment, and letters of understanding contained in this agreement will remain in effect and will be changed or modified on an ongoing basis with the mutual agreement of both parties. Changing these agreements is subject to the approval of the Board, and the Association.

THIS AGREEMENT will be terminated only if either party notifies the other, in writing, by certified mail, at least sixty (60) days prior to their intent to terminate.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized Officers and Representatives on this 18th day of August, 1997.

**BAY-ARENAC INTERMEDIATE
SCHOOL DISTRICT**

**BAY-ARENAC EDUCATION
ASSOCIATION/ MEA-NEA**

**APPENDIX A
2019-2020**

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	27,484	32,208	42,944	45,145	47,347	48,529	49,714	51,734
2	29,082	34,080	45,441	47,740	50,034	51,287	52,536	54,556
3	30,662	35,932	47,908	50,318	52,728	54,046	55,364	57,384
4	32,232	37,772	50,363	52,880	55,395	56,781	58,166	60,186
5	34,031	39,880	53,173	55,819	58,462	59,923	61,385	63,405
6	35,594	41,712	55,617	58,351	61,085	62,612	64,139	66,159
7	37,200	43,595	58,126	60,961	63,797	65,390	66,985	69,005
8	38,801	45,470	60,627	63,564	66,499	68,162	69,825	71,845
9	40,364	47,301	63,068	66,117	69,163	70,892	72,621	74,641
10	41,291	48,387	64,517	67,779	71,038	72,816	74,591	76,611
11	42,278	49,544	66,058	69,580	73,100	74,927	76,758	78,778
12	43,249	50,683	67,577	71,178	74,779	76,648	78,517	80,537
13	44,770	52,465	69,953	73,680	77,408	79,342	81,278	83,318

Appendix B
Waiver of Seniority Rights

After careful and thorough consideration, I have decided that it is in my best interest to waive my seniority rights and to be placed on layoff status, as it is allowed under Article VIII of the Professional Agreement between Bay-Arenac ISD and the Bay-Arenac Education Association, MEA/NEA.

By signing this Waiver, I understand that I am relinquishing the following rights:

1. The right to use my seniority to retain employment and avoid layoff in my program or service area. This waiver of seniority can occur either through volunteering to be placed on layoff status through Article VIII ¶¶E, or through relinquishment of my bumping rights pursuant to Article VIII ¶¶D(2)(b), if I have been selected for layoff.
2. The right to maintain that I should not have been placed on layoff status at this time due to the provisions of the Professional Agreement.
3. The right to initiate any claim, grievance, or litigation against Bay-Arenac ISD based upon breach of contract or other theories due to the granting of my request to be placed on layoff status.
4. The right to be placed in a non-tenure bargaining unit position held by another less senior non-tenure bargaining unit member holding an assignment for which I am certified, qualified, and/or licensed. However, this waiver does not extend to my right to be recalled to any vacancies within the bargaining unit for which I am certified, qualified, and/or licensed and for which I possess the requisite seniority at the time the recall opportunity becomes available.

I also represent that I have not been subjected to any pressure or other improper influence by either Bay-Arenac ISD (including its employees and agents) or by the Bay-Arenac Education Association or its affiliates (or their respective employees or agents) with regard to my decision to request to be placed on layoff status.

My signature on this document indicates that I understand all of the above terms, have considered them carefully, and have independently decided that they are in my best interest. My signature also indicates agreement that this decision is irrevocable.

Signature	Date
Accepted Bay-Arenac ISD	Date
Accepted Bay-Arenac Education Association	Date

**APPENDIX C
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 Filed: _____ 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 C
Article XII
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 one week (7 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 D
Interpreter Schedules

Interpreter schedules will be determined using the following process:

1. Student schedules and needs will be developed by the teachers as soon as available and will be communicated to the interpreters and supervisor.
2. The interpreters will develop a schedule to meet those needs, keeping in mind schedules may change.
3. The interpreters will communicate their schedules to the supervisor and teachers.
4. Unresolved scheduling issues will be resolved by the supervisor.

APPENDIX E
Interpreter Extra Duty Pay

Non-instructional duties are those outside the normal school day. They may include sports, drama, vocational competitions, or other school sponsored extra-curricular activities not covered in other articles of the agreement.

- A. The method for assigning Interpreters to non-instructional duties will be as follows: The program supervisor will communicate the activity(ies) students have indicated an interest in participating in. Each activity will have an approximate number of assigned hours. (The base will be developed using current data.) The Interpreters will have a choice whether to accept or reject the extra duty. If an Interpreter accepts the activity, the actual hours worked will be charged per the time sheet. If an Interpreter rejects the activity, the actual hours worked by the Interpreter who accepted will be charged. The Interpreter with the lowest number of extra duty hours will be asked for the next assignment. (See letter of clarification dated 7/29/02.)

- B. A percentage of the Interpreter's weekly salary multiplied by the number of hours engaged in interpreting for the student will be the basis for compensation. As an example, if the Interpreter's salary is \$545.22 (equivalent to Step 1 of the state approved strand) multiplied by 2.86% (.0286), and then multiplied by the number of hours engaged in the activity, equals the compensation.

APPENDIX F

Dental Benefit Coverage



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%	
Increase 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 Planning	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
COB – Standard

*Composite restorations not covered for posterior teeth, alternate benefit applies
**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

APPENDIX G

Vision Benefit Coverage



PO Box 610
Southfield, MI 48067
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 \$48.00
Spectacle Lenses (Pair):	
Single Vision	Covered Up to \$63.00
Bifocal	Covered Up to \$72.00
Trifocal	Covered Up to \$90.00
Lenticular	Covered Up to \$108.00
Frames	Covered Up to \$50.00
Contact Lenses (Pair)	
Elective (Includes Fitting Fees)	Covered Up to \$150.00

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 annual plan allowance

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

APPENDIX I

BAY-ARENAC I.S.D.

SUPPLEMENTAL CONTRACT: ASSIGNMENT OF EXTRA DUTY FOR EXTRA PAY

BAEA Represented Employees

This Contract is made and entered into this _____ day of _____, 20____, by Bay-Arenac I.S.D. (hereinafter referred to as "BAISD") and _____, (hereinafter referred to as "Employee" represented by the Bay-Arenac Education Association, MEA/NEA).

1. BAISD 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. BAISD 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 BAISD 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 BAISD and its administrative personnel, for a period of up to _____ beginning on _____ and concluding on _____.

3. The employee represents that he/she possesses, holds and will maintain all certificates, approvals and qualifications required by law and those required by BAISD 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 BAISD and its administration to carry out BAISD policies and regulations during the term of this supplemental employment Contract.

4. The employee shall be paid for additional assigned days/hours, depending on the nature of the assignment, i.e., homebound, beyond those described in Article VI, ¶ D, of the Master Agreement in consideration of his/her 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 BAEA 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 BAISD and employee have the right, upon fifteen (15) days written notice to the other party, to terminate this supplemental employment Contract during its term, for any reason, with cause. The Contract will also terminate when the employee is no longer employed by

Bay-Arenac ISD in a capacity represented by the Bay-Arenac Education 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 hereunder. 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 BAISD due to this Contract. Similarly, BAISD 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 BAISD agree that employee's supplemental employment under this Contract is subject to the conditions of the collective bargaining agreement between BAISD and the Bay-Arenac Education Association.

7. This Contract contains the entire agreement and understanding between BAISD 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 BAISD 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 BAISD. 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 BAISD.

BAY-ARENAC I.S.D.
BAY COUNTY, MICHIGAN

Date: _____

By _____
Superintendent of Schools

Date: _____

By _____
Employee

Date: _____

By _____
BAEA Representative