



MESPA



AGREEMENT

*Between the Bay-Arenac ISD Board of Education
and the Bay-Arenac ISD Education Support
Personnel Association/MEA/NEA
September 4, 2019 through June 30, 2020*

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PREAMBLE

This Agreement is entered into, effective September 4, 2019, by and between Bay-Arenac ISD, in the County of Bay, Michigan, hereinafter called the "Board," and the Michigan Education Association, hereinafter called the "Union," or "Association," through its local affiliate, the Bay-Arenac ESPA. The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Union as the representative of its employees with respect to hours, wages, terms and conditions of employment and,

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

ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of bargaining in respect to wages, hours and working conditions, during the term of this Agreement, for those employees classified as instructional support staff, who are assigned to the Bay-Arenac ISD programs as certified by the Michigan Employment Relations Commission.

The term "employee" when used in this agreement shall refer to all employees in the bargaining unit.

ARTICLE II RIGHTS OF THE ASSOCIATION

Pursuant to Act 336 of the Public acts of 1947, 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 cover 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 336 or other laws of Michigan or the Constitutions of Michigan and the United States that it will not discriminate against any employee 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 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.

The Board shall not enter into an individual contract with a member of the Bargaining Unit during the term of this Agreement.

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.

The private and personal life of any employee, including their religious or political activities shall not be grounds for any discipline or discrimination with respect to the employee's employment, unless the employee's conduct adversely affects District operations.

The Board shall furnish the Union a list of all newly hired employees of the bargaining unit. Such list shall normally be delivered to the union within the first five (5) working days of each month of

the school year and be provided to both the MESPA President and Treasurer in the form of a copy of the Offer of Acceptance signed by the new hire. The Offer of Acceptance form should include the new hires name, address, phone number, assigned wages, number of assigned hours per year, and date of hire.

The Board shall furnish at the beginning of each school year the list of employees including their names, addresses, phone numbers, current wages, number of hours assigned per year, and date of hire.

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.

When the Superintendent/Designee deems it advisable, he/she will advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, 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.

Leave of absence with the maximum of five (5) days per year may be granted to the bargaining unit to conduct union business. Requests for these days will be made three (3) working days prior to the start of leave. The request for these days will be made by the Association President or his/her designee with additional days at the discretion of the Superintendent or his/her designee. The association shall reimburse the employer for any ORS cost resulting from any used association days.

Discipline:

- A. An employee may request to have present one representative of the Association 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 it does not delay more than one (1) business week or more by mutual agreement.
- B. Any disciplinary investigation must commence within thirty (30) calendar days after the allowed infraction or delinquency is known by the Superintendent or his/her Designee. The District will immediately inform the affected employee(s) of the investigation and schedule a meeting with the Association and employee(s) within thirty (30) calendar days of beginning of the investigation, as appropriate.
- C. No Seniority employee (i.e. a bargaining unit employee) who has completed his/her probationary period under this Agreement) shall be disciplined or discharged for a reason that is arbitrary or capricious. The Board will provide a discharged employee and the Association a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.
- D. Any employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.
- E. Disciplinary action shall include: written warning, written reprimands, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated into the employee's personnel file. The employee who is subject to the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same.
- F. A bargaining unit employee who wishes to take exception to a disciplinary action must respond in writing within ten (10) working days of the issuance of the disputed action. Such response shall be placed in the unit employee's personnel file as an attachment to the disciplinary action. This right exists independently of the Grievance Procedure contained in this Agreement.
- G. The following procedures shall be observed in the context of disciplinary action:

1. Oral or written notice will be given to the employee of the charges.
2. The employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated disciplinary action.
3. The employee shall respond to each charge or complaint under investigation and shall cooperate with the investigating administrator(s) regarding the furnishing of information necessary for completion of the investigation.
4. The employee will be informed of the investigation results and what discipline, if any, will be imposed.

ARTICLE III **MANAGEMENT RIGHTS CLAUSE**

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 **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 procedures is to secure at the lowest level possible equitable solutions to the problems 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: Discussion with immediate supervisor in the hope of resolving the matter.

Level Two: Discussion with the Association representative to see if they concur that a grievance exists.

Level Three: A written signed grievance must be filed within 10 school days after it arises stating the nature of the grievance, the article and section of the Agreement allegedly violated and the remedy requested. The grievance shall be discussed with their immediate supervisor and a decision rendered within 5 school days.

Level Four: If this decision is not satisfactory, the aggrieved person may file the grievance with the Deputy Superintendent in writing and a decision will be rendered in writing within 5 school days.

Level Five: If this decision is not satisfactory, the aggrieved person may file the grievance with the Board in writing at least one week prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next 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 Six: If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to a third party selected by the Board and the Association. The said third party shall submit his/her recommendation in writing to both parties, which will not be binding on either party. The Board shall review their decision made at Level 5. The fees and expenses, if any, of a third party shall be shared jointly by the Board and the Association.

- B. Forms for filing and processing grievances 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.
- C. The employee retains the right to withdraw grievances at any level without prejudice.
- D. Information necessary to the determination and processing of the grievance shall be provided by the administration.
- E. 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 employee within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- F. It shall be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.
- G. There shall be no reprisal of any kind by administrative personnel taken against any part in interest or their association representative, any member of grievance committee, or any other participant in the procedure set forth herein by reason of such participation.

ARTICLE V **CONDITIONS OF EMPLOYMENT**

- A. Bay-Arenac ISD Employees covered by this Agreement shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. An employee will immediately report any work related injury to administration. In the event an employee's personal property that would normally and appropriately be used during regular assigned duties is damaged or destroyed during the course of those duties the employee may request a reimbursement based on the current value of the damaged item not to exceed out of pocket costs of \$250. Time lost by an employee as a result of an injury that results in a worker's compensation claim will be reviewed and if approved by the Superintendent may not be charged against the employee's paid leave allowance.
- B. Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent/Designee.
- C. In order for employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.
- D. Normal working hours for current Instructional Support Staff will be a minimum of 7.25 hours per day. Instructional Support Staff shall be paid an additional one-half hour if they are on duty or if they are on call for duty. At the beginning of each school year, the Supervisors shall determine the lunch duty status (on duty, on call for duty, or not on duty/not on call for duty) for each Instructional Support Staff position and shall give written notification to their respective Instructional Support Staff of the lunch duty status of his/her position. Unless the Instructional Support Staff's assignment is changed to a position that has a different lunch duty status, the Instructional Support Staff's lunch duty status shall remain the same for the entire school year.

- E. All current Instructional Support Staff will work a minimum 175 days. In districts that have fewer student days, bargaining unit member's schedules will be adjusted to the district schedule. Life insurance and hospitalization will be paid during July and August for employees planning to return in September. If an employee chooses to retire at the end of school year, they may elect cash in lieu for the months of July and August.
- F. All summer Instructional Support Staff positions shall be posted. Any mandated position(s) will be posted at a minimum of seven (7) hours per day. Those Instructional Support Staff identified in Appendix C will be offered a minimum of seven (7) hours per day and shall have first priority in filling a posted summer position. Any vacancies remaining shall be filled on a district-wide seniority basis. In the event there are fewer summer positions than available staff, as identified in Appendix C, seniority as established in Appendix C shall be used to fill the posted summer positions. Employees wishing to substitute in summer programs need to put their name on a summer substitute list. Employees on the list will be called to substitute in order of seniority. The rate of pay for the summer positions, including subbed positions filled by Instructional Support Staff, shall be at the Instructional Support Staff's hourly rate.
- G. Employees will be paid for the following holidays:
 Labor Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day
 New Year's Day
 Good Friday
 Memorial Day
 Independence Day (Employees who work Summer Programs required by Special Education Law.)
- H. The Board will provide adequate facilities that are in compliance with Michigan Law.
- I. The Administration shall be responsible to have job descriptions for employees. Job descriptions will be updated annually and available to the Association leadership upon request.
- J. An Instructional Support Staff Person shall be under the direct supervision of a teacher.
- K. Employees shall be made members of the retirement system as required by law.
- L. Instructional Support Staff who are assigned by the administration to function as a substitute teacher in place of the classroom teacher shall receive an additional compensation of \$8.50 per hour. Instructional Support Staff assigned by the administration shall be paid the additional compensation, for all time spent functioning as a substitute teacher including time at the beginning and end of the day if the teacher is not there.
- The process of selection for instructional support staff to substitute for the classroom teacher will be done according to qualified and interested members. Selection will be made on a building or classroom basis. If there are more than one (1) qualified instructional support staff in a building or classroom, selection will be done on a seniority rotation of qualified and interested staff members. If one member turns down the work, the assignment will be offered to the next qualified and/or interested senior staff member in the building. Whenever possible, the Instructional Support Staff that is in the regular classroom should be the assigned substitute. Instructional support staff who are qualified to substitute teach but have no interest will not be penalized for refusing to substitute teach. If at any time it is not in the best interest of the instructional support staff member and the classroom to pull the instructional support staff member from their regular assignment, the district will find an alternative for coverage of the classroom.
- M. The district wide 5 year calendar is posted on the BAISD website and can be accessed any time by

employees. A preliminary 205 day calendar covering July to June will be available in August preceding the July start date. In August of each school year a complete school calendar will be available subject to change due to act of god days and changes made by local districts.

ARTICLE VI
INCLEMENT WEATHER

When conditions not within the control of school authorities causes constituent districts or ISD special education facilities to close, bargaining unit employees serving or assigned to the programs housed in those district(s) or ISD buildings shall not report to work. Such employees shall receive their regular pay on their normal pay dates as an advanced payment for services that may be performed on the rescheduled days/hours. 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.

In the event student instruction day(s)/hours in the constituent district's center programs operated by BAISD or in center programs housed at ISD facilities 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).

ARTICLE VII
VOLUNTARY PAYROLL DEDUCTION

The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for credit union, savings bonds, annuities, dues or service fees, United Way, insurance programs, or any other plans approved by the Board to the extent of law.

ARTICLE VIII
SENIORITY

“Seniority” shall be defined as the length of a bargaining unit employee’s continuous employment in this bargaining unit from the employee’s initial date of hire.

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. However, accrued seniority shall be retained, subject to ¶C of this Article.

- A. New employees shall be on probation during the first ninety days (90) (not counting day(s) absent) working days, during which period they have no seniority and may be discharged by the Board without assigning any cause thereof. Probationary employees who are laid off or discharged shall not have recourse to the terms of this agreement. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were hired.
- B. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- C. Seniority shall be terminated for the following reasons:
 - 1. The employee quits.
 - 2. The employee is discharged.
 - 3. The employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff.
 - 4. The employee retires.

- 5. The employee fails to return from layoff or leave of absence or fails to notify the Administration within five (5) working days after receipt of the recall notice or expiration of leave.
- D. A current member who is transferred to a position with the Board that is not covered by the terms and conditions of this Agreement shall continue to retain seniority accrued to the date of transfer, and shall be entitled to restoration of previously accrued seniority upon return to the bargaining unit.
- E. The Board shall annually prepare and maintain a seniority roster showing the length of service of each bargaining unit employee. The roster shall contain the employee's name and date of hire. A copy of the list shall be furnished the Union President not later than October 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. In the event more than one bargaining unit employee has the same length of service, seniority placement on the list shall be determined by draw.
- F. Laid-off or discharged probationary employees shall not have recourse to the terms of the Agreement for matter of lay-off or discharge.

ARTICLE IX
REDUCTION AND RECALL

If the Board determines to reduce and/or recall employees, the following procedure shall be used:

- A. Employees shall be laid off according to seniority, qualifications, and certifications within a classification.
- B. Employees shall be recalled in the inverse order of layoff within classification.
- C. Employees shall be given fourteen (14) calendar days' advance notification of the impending layoff.
- D. Employees shall retain recall rights equal to the seniority, within classification, acquired prior to layoff.
- E. An employee who is laid off may bump into another classification providing he/she has the seniority, qualifications, and certifications.

ARTICLE X
VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position represented by the Association in this bargaining unit or a present position represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the employee formerly in said position.

A temporary vacancy shall be defined as a present position within the bargaining unit in which the incumbent employee has been absent for 30 or more work days but which does not exceed 180 work days. If the incumbent employee does not return from leave after 180 days, the "temporary" vacancy would become "permanent" and posted for bidding purposes.

- B. Posting of Vacancies: It is the intent of the parties to post and fill vacancies. Whenever a vacancy shall occur, the Board shall publicize same by posting such a position. The notice shall contain a job description, qualifications, and proposed salary. Fifteen (15) calendar days' notice shall be given before such vacancies shall be filled. The administration shall publish such vacant positions at the work site, and on the ISD Web Site. When a vacancy occurs, the Association President and Vice-President shall be notified of such vacancy by mail.

Bargaining unit vacancies not filled within thirty (30) calendar days will be reported to the Association.

- C. Filling a Vacancy: After the expiration of the posting period the Board may fill the position by transfer of an employee by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the educational qualifications, skills, abilities, and experience of the applicants including the length of service at Bay-Arenac ISD and other relevant factors. The applicant selected shall be notified of his/her selection and the time and place to report for work. The Board reserves the right to make the final assignment.
- D. Transfers/Signing for Vacancies: Any Bargaining Unit employee may apply for a vacant bargaining unit position after the satisfactory completion of the ninety (90) working day probationary period. Application is made through the Bay-Arenac ISD web based job application system. The bargaining unit employee shall remain in any position to which he/she has transferred for a period of six months or the end of the fiscal year, whichever is longer, before being eligible to apply for another position unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Employee.

ARTICLE XI
EMPLOYEE EVALUATION

- A. Each employee shall have the right upon request to review the contents of his/her own personnel file. Evaluations will be completed as outlined in Appendix H.
- B. All monitoring or observation of the work of the employee shall be conducted openly and by their supervisor.
- C. Criteria for evaluation of employees is found in Appendix H of the Master Agreement.
- D. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation.

The following statement will be attached to the employee's evaluation for their signature:

It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.

Employee's Signature

- E. The employee may place a statement of disagreement in his/her personnel file.
- F. Evaluations shall explain ways to improve on areas of difficulties. Another evaluation shall then be given and improvements in areas and difficulties discussed.
- G. At a minimum, employee evaluations occur annually for the first three (3) years of employment and then every three (3) years thereafter. The administration retains the right to evaluate employees on a more frequent basis.

ARTICLE XII
HOURS OF WORK

- A. All employees shall receive two (2) fifteen minute relief periods during the work day.
- B. The Board shall pay employees time and one-half (1-1/2) for all hours worked beyond forty (40) hours in one week.

ARTICLE XIII
WORKING CONDITIONS

- A. The Board will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the employee's actions were not willfully negligent or malicious. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee's sick leave, even though the regular gross earnings shall be maintained.
- B. No employee shall be required to give or supervise the administration of medication without proper training. Any employee required to provide such service in the course of their assignment will be covered under the District's liability policies.
- C. Employees who work at least thirty (30) hours a week, shall be considered full time employees.
- D. An employee shall be entitled to have a Union representative present during any investigatory interview or meeting that the bargaining unit employee has reason to believe could lead to disciplinary action.
- E. An employee shall have the right to review, upon request, the contents of his/her own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- F. An employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the materials.
- G. The signature of an employee upon any material placed in his/her personnel file merely indicates his/her awareness of the material placed in his/her file.

ARTICLE XIV
VACATIONS AND INSURANCE

- A. Bargaining unit employees who have worked as 48-week employees and are on the seniority list identified in Appendix C, shall be grand fathered the following vacation benefits: Forty-eight week employees shall be entitled to two weeks paid vacation per year. Beginning the sixth year of employment they would earn one (1) day each year with a maximum of fifteen (15) days. These vacation days shall be taken during the non-student days as defined by the Bay-Arenac ISD school calendar or with approval of the Superintendent or his/her Designee.
- B. The Board shall make premium payments on behalf of the employee and his/her dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any employee shall be eligible for the \$25,000.00 group term package who is employed on full school year basis.
- C. The Board will provide Dental Coverage pursuant to Appendix E for employee, spouse, and dependent children.
- D. 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 during the plan year January 1, 2020 – December 2020:

- Single: \$557.10
- Employee and Spouse: \$1165.06
- Family: \$1519.36

(Collectively the "Monthly Contributions") 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 per annual cost limitations.

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..

- E. 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.
- F. 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 D.
- G. 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.
- H. 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.

- I. 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)
- J. 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 toward the following cash option provided through the District's Section 125 Plan: cash, group term life, loss of time, and Board approved annuity.
- K. 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.
- L. 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.
- M. 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.
- N. 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).
- O. 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.
- P. 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).
- Q. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board will be the policyholder. Plan benefits will be described in Appendix F.

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

- R. A self-funded Vision care plan will be provided pursuant to Appendix G for employee, spouse and

dependent children.

- S. 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.
- T. Coverage will begin July 1, or at the start date of employment for new employees, whichever is later, and continue through June 30, of the year employed accept as noted in ¶L.
- U. In the event of layoff, an employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the employee last worked. Hospital/medical benefits provided in this paragraph will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the employee and eligible dependents upon the employee's return to work from layoff for enrollment in insurance plans or programs for which the employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.
- V. In the event an employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the last month in which the employee was employed.
- W. Absence in cases involving compensation under Workers Disability Compensation Act shall be charged against a bargaining unit employee's accumulated sick leave days at his/her option only to the extent necessary to maintain his/her take home pay.
- X. Bargaining unit employees who notify the Board, in writing, of their intent to resign effective June 30, for retirement purpose, elect the cash option for July and August in lieu of health care, and submit their letter by May 31 of the year they will retire shall receive the cash in lieu benefit described in Article XIV, ¶J.

ARTICLE XV
SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE: Sick leave with pay shall be granted in case of severe illness to the employee, spouse or dependent children.

- A. All employees shall be entitled to one (1) day of sick leave for every completed month of employment, and two (2) personal days, one available for use after November 30th of each year and the other available for use after April 30th of each year. Beginning with the third (3rd) year of employment, employees shall receive twelve (12) paid sick leave days per year, and three (3) personal days, to be available July 1 of each contract year, accumulative to one hundred forty (140) days. A reconciliation of each sick leave account will be made on July 1 of each year.

Employees shall have the option to be paid \$20.00 per day, for a maximum of ten (10) days (\$200.00) for any unused sick leave time over and above 90 accrued sick leave days or to continue to accrue sick leave days to 129 days as described above. This payment will be made during the month of July in each fiscal year.

The Board shall compensate employees who have accrued less than 90 days \$150.00 as a perfect attendance incentive provided the employee has no absences (excluding personal business days) during the school year.

1. Upon depletion of his/her sick leave an employee may apply to the Board for a supplemental unpaid leave.
2. When sick, an employee is to notify his/her immediate supervisor as early as possible on the day

they become sick and these days are to be reported on the bi-weekly paysheet. If an employee fails to notify the Administration of his/her absence after five (5) days of the commencement of the absence shall be considered grounds for up to and including dismissal.

3. The Superintendent or his/her Designee may require a doctor's statement for any or all sick days used if abuse is suspected.
4. In the case of illness or injury to the employee's family as defined by PMLA to a maximum of twelve (12) days a year. The Superintendent or his/her Designee may grant additional days if it deems appropriate.
5. Upon retirement under Michigan Public School Employees' Retirement System, the employees who have 1-10 years service with the Board shall receive ten (\$10) dollars per day, employees who have 11-15 years service shall receive twenty (\$20) per day, employees who have 16-25 years service shall receive forty (\$40) dollars per day, and employees who have 26 or more years service shall receive forty-five (\$45) dollars per day termination pay for all days of unused sick leave. Any employee that notifies the board of their intent to retire or termination of employment, except for disciplinary reasons, by December 31st of that school year will receive (\$85) per day for a maximum of (140) days.

B. Personal business days may be taken only upon the approval of the Superintendent/Designee.

LEAVES OF ABSENCE WITH PAY, NOT CHARGEABLE AGAINST SICK LEAVE ALLOWANCE:

- A. Up to five (5) days leave will be granted in case of the death of employee's spouse (known significant other for the past five (5) years), children, step-children, employee's parents, mother-in-law, father-in-law, brothers or sisters, grandparents or grandchildren. Up to three (3) days leave will be granted for brother-in-law, sister-in-law, spouse's grandparents or spouse's grandchildren.
- B. The Superintendent or his/her Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

LEAVES OF ABSENCE WITHOUT PAY:

- A. Childcare leave of up to one year may be granted without pay. An employee returning from leave provided for in this paragraph 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.
- B. Upon return from such leave, Administration and the Association will facilitate the return to the same position (or one substantially equivalent) from which they left.

FAMILY MEDICAL LEAVE (FMLA) LEAVES/MICHIGAN PAID MEDICAL LEAVE ACT (PMLA):

- A. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA) and the Michigan Paid Medical Leave Act (PMLA).
- B. The twelve week allowance referred to in the FMLA will be based on July 1st to the following June 30th of each year.
- C. As prescribed and required by the FMLA, the District will provide insurance benefits as per Article V of this Agreement.
- D. 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 the employee is entitled to, as permitted by FMLA.
- E. 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.

- F. 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.)
- G. FMLA leave must be applied for. Application should be completed and approved prior to leave whenever possible.

ARTICLE XVI **JURY DUTY**

Any employee who is off work for jury duty shall be paid his/her full salary for such time missed. If an employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day.

The amount the employee is paid for jury duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

When an employee is subpoenaed to appear in court for a matter directly related to their job duties, or a matter related to a current or former student that the employee provided support for, those days in court will be treated the same as Jury Duty.

All other civic and criminal duties as provided under the Michigan Paid Medical Leave Act (PMLA) will be able to use contractual paid leave, also.

ARTICLE XVII **PROFESSIONAL DEVELOPMENT**

- A. The District and the Association recognize the importance of skill and knowledge growth to performance and the continuing effectiveness of Employees. To this end, the District will provide professional development opportunities for Members. However, all seminars/workshops/conferences must be directly related to the employee's specialty area, must serve to upgrade or maintain the employee's skills, and must be approved by the supervisor prior to registration, if registration and expenses per Board policy are reimbursed by the District. Costs not reimbursable include:
 - 1. Continuing Education Units (CEU's).
 - 2. Wages when the educational opportunity occurs during non-work hours.
 - 3. College credits granted must be paid for by the employee.

The number of employees to attend seminars in any one year depends on administrative approval and the budget amount available.

- B. The Board will reimburse employees for education coursework from an accredited educational institution, relevant to their current position at \$1,000.00 per year. All course work must be specifically approved by the Superintendent/Designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.
- C. The administration will schedule paid time prior to the first student day for employees to complete district/state required annual training. In the event that conditions exist that it is not possible, the district and the association will meet to approve up to one hour of paid time prior to employees first day of school.

ARTICLE XVIII
CONDITIONS OF AGREEMENT

- A. 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. 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. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. The parties will meet to negotiate to bring the involved provisions into compliance.
- C. Copies of this Agreement shall be available on the district's website and printed at the expense of the Board within sixty (60) days after it is signed, and shall be presented to all employees employed or hereafter employed by the Board. The Union shall be provided with five (5) copies, at no charge.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall be effective as of September 4, 2019, 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.

**Appendix A
Salary Rates
2019-2020**

	1	2	3	4	5	6	7	8	9	10
Instructional Support Staff	12.68	13.14	13.56	14.04	14.43	15.03	15.88	16.55	16.96	17.38
Plus 30 Hours	13.41	13.86	14.26	14.77	15.15	15.73	16.58	17.26	17.67	18.09
Specialized ISS	14.22	14.68	15.08	15.58	15.98	16.57	17.45	18.15	18.60	19.06

Plus 30 Hours applies to employees who have Thirty (30) credit hours toward a degree program or thirty (30) credit hours of pre-approved courses.

The following criteria will be used to assess non-degree related course work for pre-approval toward the thirty (30) hours.

- ◆ Courses must be taken at an accredited institution.
- ◆ Courses must enhance an employee's job performance as defined in the job description or job responsibilities.
- ◆ The course must offer a certificate or letter of completion.
- ◆ The employee must present a letter of successful completion from an instructor or a certificate of completion from the institution.
- ◆ Credit hours will be determined using a formula where 15 class/contact hours equals 1 credit hour. Courses of less than 15 class/contact hours will be credited at a fraction of 15 credit hours.

Committee Members:

- Superintendent
- Association President

Bargaining Unit employees receive a \$0.25 increase beginning with the employees' first pay of hours after the contract is signed in the 2019-2020 fiscal year. Pay table has been updated.

Bargaining Unit employees employed on June 30, 2019 will receive one step advancement beginning with the employees' first pay of hours after the contract is signed in the 2019-2020 fiscal year

Bargaining unit employees that are already at the top of the salary schedule shall receive a one-time payment of \$500 on the employees' first pay after the contract is signed in the 2019-2020 fiscal year less applicable taxes and retirement contribution.

Eligible bargaining unit employees who begin their 15th year of unbroken employment with the Board shall receive a longevity payment of \$.66/hour. Beginning their 20th year, they shall receive \$1.32/hour and beginning their 25th year shall receive \$1.98/hour.

MESPA employees that volunteer to be before and after school bus aides will receive their regular hourly rate plus \$5.00 additional per hour while on the bus run.

APPENDIX B

File Number _____

GRIEVANCE FORM

LEVEL ONE SUPERVISOR (Oral)

DISCUSSION WITH SUPERVISOR Date: _____ Time: _____

LEVEL TWO (Within 10 School Days from Start of Grievance) MEETING WITH ASSOCIATION

NAME: _____ DATE FILED: _____ TIME FILED: _____

POSITION: _____ IMMEDIATE SUPERVISOR: _____

Date of Alleged Violation: _____

Alleged Violation: Article _____, Section _____, Page _____

Description of Alleged Violation: _____

Relief Requested: _____

Date

Employee Signature

LEVEL THREE (Within 10 School Days from Start of Grievance) SUPERVISOR LEVEL (Written)

Date Filed: _____ Time Filed: _____

Supervisor's Decision (Be specific): _____

Date

Supervisor Signature

RECEIPT OF DECISION ACKNOWLEDGED (WITHIN 15 DAYS FROM START OF GRIEVANCE) :

Date

Received by Signature
File Number _____

LEVEL FOUR SUPERINTENDENT OR HIS/HER DESIGNEE LEVEL (Within 20 Days from Start of Grievance)

Date Filed: _____ Time Filed: _____

Superintendent's Decision (Be specific): _____

Date

Superintendent Signature

RECEIPT OF DECISION ACKNOWLEDGED(WITHIN 25 DAYS FROM START OF GRIEVANCE) :

Date

Received by Signature

LEVEL FIVE BOARD LEVEL

Date Filed: _____ Time Filed: _____

Board's Decision (Be specific): _____

Date

Board President Signature

RECEIPT OF DECISION ACKNOWLEDGED:

Date

Received by Signature

LEVEL SIX THIRD PARTY LEVEL

Date Filed: _____ Time Filed: _____

Third Party's Decision (Be specific): _____

Date

Third Party Signature

RECEIPT OF DECISION ACKNOWLEDGED:

Date

Received by Signature

**APPENDIX C
SUMMER EMPLOYMENT**

1. Leroy Hair

APPENDIX D

LIVING AGREEMENT

THIS LIVING AGREEMENT, entered into this 1st day of July, 1997, between Bay-Arenac ISD, and Bay-Arenac Education Support Personnel 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 ISD. 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.

APPENDIX E

Dental Benefit Coverage



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

Bay Arenac ISD Dental Benefits Plan

Group #10076

AFT Teachers, BAEA, SEA, Special Ed Support, USW

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%	
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	
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 F

MESSA Choices Medical plan highlights



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

Bay Arenac ISD

**BAEA; MESPA; Administrators; AFT; USW; ATAS;
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. Services received out-of-network are subject to applicable out-of-network cost share amounts. For complete coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013.

Plan features	In-network
Annual deductible The amount you pay for health care services before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 through Dec. 31.	\$500 individual / \$1,000 family
Medical copayment A fixed amount you pay for a medical visit.	\$20 office visit, \$25 urgent care, \$50 emergency room
Coinsurance A fixed percentage you pay for a specific medical service after your deductible is met.	0%
Prescription drug coverage Subject to prescription copayments. One copayment for up to a 34-day supply. Two copayments for 84- to 90-day supply. Mail order available.	Saver Rx
Annual out-of-pocket maximums after deductible The most you have to pay for covered services in a calendar year. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Medical: Includes applicable copayments and coinsurance. Prescription: Includes copayments.	Medical: \$1,000 individual / \$2,000 family Prescription: \$1,000 individual / \$2,000 family
Covered service	In-network cost share
Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Online doctor visit through Answell	Subject to deductible and office visit copayment
Office visit	Subject to deductible and office visit copayment
Chiropractic services including modalities Up to 38 visits per individual per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Urgent care Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment If copayment is waived, then coinsurance may apply

Covered service	In-network cost share
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
Inpatient hospital	Subject to deductible and coinsurance
Surgical services and anesthesia	Subject to deductible and coinsurance
Human organ transplant Must be performed at an approved facility.	Subject to deductible and coinsurance
Diagnostic lab and X-ray	Subject to deductible and coinsurance
Radiation and chemotherapy	Subject to deductible and coinsurance
Allergy testing and therapy	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
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Subject to deductible and coinsurance
Autism - applied behavior analysis (ABA) Services	Subject to deductible and coinsurance
Additional covered services Ambulance Hearing care Home health care Hospice Medical supplies and equipment Prosthetics and orthotics Skilled nursing facility	Subject to deductible and coinsurance
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 amounts.	
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 for you.	
Accidental Death & Dismemberment Insurance (AD&D): \$5,000 for you.	
Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. 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>	

MESSA Choices Medical plan highlights



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.333.2561 • 800.292.4910

Bay Arenac ISD

MESPA

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. Services received out-of-network are subject to applicable out-of-network cost share amounts. For complete coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013.

Plan features	In-network
Annual deductible The amount you pay for health care services before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 through Dec. 31.	\$1,000 individual / \$2,000 family
Medical copayment A fixed amount you pay for a medical visit.	\$20 office visit, \$25 urgent care, \$50 emergency room
Coinsurance A fixed percentage you pay for a specific medical service after your deductible is met.	0%
Prescription drug coverage Subject to prescription copayments. One copayment for up to a 34-day supply. Two copayments for 84- to 90-day supply. Mail order available.	Saver Rx
Annual out-of-pocket maximums after deductible The most you have to pay for covered services in a calendar year. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Medical: Includes applicable copayments and coinsurance. Prescription: Includes copayments.	Medical: \$1,000 individual / \$2,000 family Prescription: \$1,000 individual / \$2,000 family
Covered service	In-network cost share
Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Online doctor visit through Amwell	Subject to deductible and office visit copayment
Office visit	Subject to deductible and office visit copayment
Chiropractic services including modalities Up to 38 visits per individual per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Urgent care Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment If copayment is waived, then coinsurance may apply

Covered service	In-network cost share
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
Inpatient hospital	Subject to deductible and coinsurance
Surgical services and anesthesia	Subject to deductible and coinsurance
Human organ transplant Must be performed at an approved facility.	Subject to deductible and coinsurance
Diagnostic lab and X-ray	Subject to deductible and coinsurance
Radiation and chemotherapy	Subject to deductible and coinsurance
Allergy testing and therapy	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
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Subject to deductible and coinsurance
Autism - applied behavior analysis (ABA) Services	Subject to deductible and coinsurance
Additional covered services Ambulance Hearing care Home health care Hospice Medical supplies and equipment Prosthetics and orthotics Skilled nursing facility	Subject to deductible and coinsurance
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 amounts.	
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) & 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 for you.	
Accidental Death & Dismemberment Insurance (AD&D): \$5,000 for you.	
Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. 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 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 H

Special Education Instructional Support Staff Evaluation Process

The following evaluation plan was created in agreement between the MESPA bargaining unit and BAISD Administration. The District's evaluation plan may be reevaluated each year by administration and the bargaining unit leadership as we learn more about what has been effective and what can be improved.

All Instructional Support Staff will complete a self-evaluation and (1) one professional goal. The self-evaluation and the professional goal will be identified no later than May 31 of the current school year. Evidence the employee has collected on their work toward their professional goal will be submitted by the end of the following school year.

1-3 years of employment: Instructional support staff, in their first three years of employment, will be evaluated yearly using the following process.

1. All new hires (1-3 years) will be formally observed a minimum of one (1) time per year by a special education administrator. They will also receive two (2) walk-through observations.
2. All scheduled formal observations shall be a maximum of (30) thirty minutes in length. All walk-through observations are unscheduled and will not exceed 3-7 minutes in length.
3. Special education administrators will ensure that, within 30 days after each formal observation, the support staff is provided with feedback from the observation. The special education administrators ensure that, within 48 hours of a walk through observation the support staff is provided with feedback from the observation. Failure to provide timely feedback as defined above after an observation will not be counted in the overall annual performance evaluation.
4. Special education staff shall have the opportunity to participate in a post observation conference where they will be given the opportunity to discuss the results of the walk-through or formal observation with the evaluator. If the evaluation rating is anticipated to be less than effective, post observation conference becomes mandatory and will be held within two weeks of the observation.
5. By the end of the school year the evaluator will complete an Individual Performance Evaluation and give the instructional support staff an effectiveness rating of highly effective, effective, minimally effective or ineffective. This will be based on the results of the evaluatee's formal and walk through evaluations.

4 plus years of employment: Instructional support staff that have completed three years of employment with BAISD and have received a highly effective or effective status on three (3) evaluations will be evaluated yearly with walk-through observations only. Walk-through observations will be conducted ~~three (3)~~ **two (2)** times per school year. Each walk-through observation will not exceed 3-7 minutes in length. The special education administrator will leave written documentation of the walk-through observation within 48 hours of the walk-through.

If the walk-through observation performance level results in less than proficient (minimally effective or ineffective), the special education administrator will be required to perform a formal evaluation of that instructional support staff (see evaluation process for 1-3 years of employment). If the support staff continues to be minimally or ineffective the special education administrator will discuss developing an

individual performance plan with the support staff for the purpose of improvement.

Applying to All ISS Evaluations:

If the employee is in disagreement with the evaluation, the employee can appeal the rating with the superintendent or designee.

If the support staff continues to be minimally or ineffective, the special education administrator will discuss developing an individual performance plan with the support staff for the purpose of improvement.

At any time that an employee wishes to have union representation present at meetings, they may request this with their immediate supervisor or the administrative designee.

Letter of Agreement

Between

The Bay Arenac Intermediate School District

And

The Bay Arenac ISD MESPA

During the 2019-20 school year a joint committee will be formed of 2 Association members, of the Association's choice, BAEA Association Members and Administration members to determine how a 205 day program will be implemented. Subjects included, but not limited to, in the discussion will be creating a 205 day schedule, addition of extra sick and/or personal days, consistency of supervision, and contract transfer request language. At no time should it be construed by the District that a Balanced Calendar for these programs will be developed out of the 205 day calendar requirement. Negotiations for a successor agreement will begin in January 2020.

The following positions that will be paid on the Specialized ISS strand. In addition 5 positions approved by the administration and the association will be added that require a certification. An employee must be permanently assigned to one of the position numbers or be approved as a long term sub for one of the listed positions to be paid at the Specialized ISS rate.

30-1630-024

30-1630-027

30-1630-026

30-1630-051

30-1630-055

30-1630-057

30-1630-059

30-1630-061

30-1630-076

30-1630-011

2019-2020 Agreement

Date Approved: September 3, 2019

Bay-Arenac Education Support Personnel Association/MEA/NEA(MESPA)

Heidi Riff
Jerry
James

Bay-Arenac ISD Board of Education

Robert
William Karbowski
Charles
Thomas Bretton