

# **SUPERVISORS**

**AGREEMENT**

**BETWEEN**

**THE BAY CITY BOARD OF EDUCATION**

**AND**

**THE ASSOCIATION OF  
SUPERVISORY PERSONNEL**

**OF**

**THE BAY CITY PUBLIC SCHOOLS**

**2009-2010**

**2010-2011**

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**AGREEMENT BETWEEN  
THE BAY CITY BOARD OF EDUCATION  
and  
THE ASSOCIATION OF SUPERVISORY PERSONNEL  
OF THE BAY CITY PUBLIC SCHOOLS**

THIS AGREEMENT, entered into this first day of July, 2006, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "Board", and the Association of Supervisory Personnel of the Bay City Public Schools, hereinafter called the "Association".

**WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing the supportive services necessary to provide a quality education for the children of the Bay City School District is their mutual aim; and

WHEREAS, Supervisors are qualified to assist in suggesting and developing policies and programs to improve the supportive services; and

WHEREAS, the parties, following deliberate professional negotiations, reached some certain understanding which they desire to incorporate into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree to the following articles and/or provisions:

**ARTICLE I**

**RECOGNITION**

**Section 1.01**

The Bay City Board of Education recognizes the Association of Supervisory Personnel of the Bay City Public Schools as the sole and exclusive representative of all supervisory personnel.

**Section 1.02**

Such representation of the Association shall cover all employees whose role or function is that which is normally performed by supervisory personnel.

**Section 1.03**

The term of "Supervisor" as used in this Agreement shall be a person who supervises, manages, directs, assumes responsibility, or has jurisdiction over personnel, records, events, programs, or property that is owned or that which the Board is the lessor, or leased or being used by the Bay City Public School District.

**Section 1.04**

For purposes of this agreement, Supervisors included in this contract include, but are not limited to, the following: Supervisor of Maintenance/Warehouse, Supervisor of Maintenance/Custodial Services, Supervisor of Maintenance/Technical Support Services, Supervisor of Maintenance/Asbestos and Special Projects, Supervisor of Maintenance/Grounds and Custodial Services, Supervisor of Intermediate Attendance, Food Service Managers and the District Volunteer Coordinator. Other supervisory positions will be included in the Association provided such positions are deemed to be essentially in the normal categories included herein by the parties hereto.

**Section 1.05**

Excluded from this classification are those certified employees serving as student instructors, counselors, or administrators who are members of the Bay City Public Schools Administrative Association, Bay City Education Association, or other similar organizations.

**ARTICLE II**

**ENCOURAGEMENT AND SUPPORT OF SUPERVISORS**

**Section 2.01**

The Board hereby agrees to render to its Supervisors full encouragement and support when they are acting within the scope of their employment.

**Section 2.02**

The Parties recognized that as jobs change and as new methods of operation are developed it is to the advantage of the employee and the employer that identified training programs may be utilized to improve supervisory skills and training. Employees sent to programs for inservice or education shall be at District expense and at no loss of regular compensation.

### **Section 2.03**

The District may allow up to twenty-one (21) days in each calendar year, upon the prior approval of the Director of Human Resources and subject to scheduling and budgeting allowance, for the express purpose of improving the Supervisors' specific job skills through professional development. Additional days may be granted at the discretion of the Director of Human Resources.

Unit members are encouraged to share with the Director of Human Resources the known dates and costs of programs which might be considered for member participation.

## **ARTICLE III**

### **RIGHTS OF THE BOARD OF EDUCATION**

#### **Section 3.01**

It is recognized by all parties hereto that 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 Constitution of the State of Michigan and of the United States. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE IV**

### **SUPERVISORS RIGHTS AND RESPONSIBILITIES**

#### **Section 4.01**

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, gender, or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to provide the supportive services to extend the advantages of public education to

every student without regard to race, creed, religion, color, age, gender, marital status, national origin, height, weight, physical or mental handicap.

**Section 4.02**

Duly authorized representatives of the Association, and representatives of an affiliated organization if any, shall be permitted to transact official Association business on school property, provided that such activities do not interfere with normal school business and/or operations of the management responsibilities of the Supervisors involved, and prior approval is granted by the Director of Human Resources or Immediate Supervisor.

**Section 4.03**

This Association and its representatives shall be permitted to use office facilities and equipment of the school district, provided such use does not interfere with normal school business, and prior approval is granted by the Director of Human Resources or Immediate Supervisor.

**Section 4.04**

The Association shall be informed of any new or modified fiscal, budgetary or tax programs, construction programs or major revisions in supportive services policies affecting the Association, which are proposed, and the Association shall be given the opportunity to provide input with respect to said matters prior to their adoption and/or general publication.

**ARTICLE V**

**PAYROLL DEDUCTIONS**

**Section 5.01 Deductions**

The Board will provide that, whenever duly authorized by any Supervisor on a form or forms approved by the Board, payroll deductions on behalf of such employee shall be made from the salary check as directed by the Supervisor. The Board will provide that any payroll deduction sanctioned by the School District will be authorized.

**Section 5.02 Association Dues**

The Board agrees that all employees covered by this Agreement shall either be members of the Association or pay an amount equal to Association dues to the Association. Any new employees covered by this Agreement shall either become

members of the Association or begin payment of an amount equal to Association dues after the expiration of thirty (30) calendar days of employment. The Board shall deduct one-twelfth of such dues and remit same to the Treasurer of the Association of Supervisory Personnel in the next pay period.

This provision shall be a condition of employment and no employee covered by this Agreement shall be retained by the Board of Education unless said employee is in compliance with this provision.

## **ARTICLE VI**

### **SUPERVISOR'S EVALUATIONS**

#### **Section 6.01**

The Board recognizes that a Supervisor's effectiveness is dependent on a clear understanding between the Supervisor and his/her Immediate Supervisor regarding specific criteria by which his/her effectiveness shall be evaluated. The Board, therefore, assigns each Supervisor's Immediate Supervisor the responsibility of conducting an evaluation, such evaluation to be completed not later than May 15 of each year. The evaluation shall be based solely upon the performance of duties set forth in the job description of the Supervisor being evaluated.

#### **Section 6.02**

In order that each Supervisor may be aware of his/her strengths and deficiencies, the evaluation shall be written and such evaluation will include: (a) a statement of strengths and/or deficiencies, (b) a statement of the improvement desired, and (c) a reasonable time period within which specific improvements are expected to be realized.

#### **Section 6.03**

No supervisor shall be disciplined, suspended, reduced in classification or pay, or dismissed except for just cause. By way of illustration, just cause shall include the following conduct: willful disregard of Board policies or the terms of this Agreement, dishonesty, incompetence, insubordination, or unprofessional conduct.

#### **Section 6.04**

If the Board determines that it shall not continue to employ a Supervisor in his/her position as Supervisor, the Board shall give written notice to the individual and the Association of such determination and shall provide, in writing, within seven (7) calendar days of the notice, the basis for its determination. In the event that such determination is based upon unacceptable performance of the individual Supervisor, such determination shall be based solely upon performance following previous



evaluations. The parties acknowledge that reductions in the supervisory staff may be the result of, or due to, a decline in the overall fiscal standing of the District. In those instances, such reductions shall not be tied to an individual's performance other than as contained in the criteria stated in Article XII.

Each Supervisor shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Supervisor's request, accompany the Supervisor in conducting such a review. The review will be made in the presence of the Director of Human Resources or his/her designee. The Supervisor may challenge any materials in the file and if the accuracy or completeness of the file is contested by the Supervisor, he/she may provide a written statement and any other relevant material and ask that these be added to his/her personnel file. Any materials added to the personnel file shall be signed and dated by the Supervisor.

#### **Section 6.05**

Actions taken for the purpose of observing, monitoring or evaluating the performance of the Supervisor shall be conducted with full knowledge of the Supervisor.

#### **Section 6.06**

The Supervisor shall be promptly notified of any complaints of a serious nature brought by a citizen, other employees, or a member of the Board of Education.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **Section 7.01**

The term "grievance" is hereby defined to mean a complaint by a Supervisor or a group of Supervisors based on an alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof.

#### **Section 7.02**

If the Association or employee(s) presents a grievance, it shall be consistent with the provisions of this Agreement. The Association or employee(s) shall be permitted to be heard at each level of the procedure under which the appeal shall be considered.

#### **Section 7.03**



Notwithstanding the provisions of Section 7.05, an appeal that affects more than one Supervisor not reporting to the same Immediate Supervisor may be submitted, in writing, to the Director of Human Resources directly, and the processing of such an appeal shall be commenced at Level Two.

#### **Section 7.04**

Failure at any level of this procedure to communicate the decision of an appeal within the specified time limits to the aggrieved employee, and to the chairperson of the professional appeal committee, shall permit the aggrieved party or parties to proceed to the next level.

#### **Section 7.05**

**LEVEL ONE:** An informal settlement between the aggrieved Supervisor and his/her immediate Supervisor, or designated representative of the Board if his/her Supervisor is a member of the Association, shall be attempted.

**LEVEL TWO:** A Supervisor with a grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the appeal in writing to his/her immediate Supervisor, or a designated representative of the Board if his/her Supervisor is a member of the Association, within twenty (20) calendar days, of the occurrence of the knowledge of the event upon which the grievance is based.

**LEVEL THREE:** (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) calendar days of filing an appeal at Level Two, it shall be referred to the Director of Human Resources.

(b) The Director of Human Resources or his/her designee shall represent the Board at this level of the grievance procedure. Within fifteen (15) calendar days after the receipt of the written grievance by the Director of Human Resources, he/she shall meet with the aggrieved employee and the designated representative of the Association in an effort to settle the grievance.

**LEVEL FOUR:** In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within fifteen (15) calendar days after the Level Three meeting, the Association may within fifteen (15) calendar days, refer the unsettled grievance to arbitration. The arbitrator shall be selected by an agreement between both parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any grounds, or to rely on any evidence not previously disclosed to the other party as part of or during the proceedings at Levels One, Two, or Three. The arbitrator shall be without power or authority to make any decision prohibited by law, or to add

to, alter or modify this Agreement. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The decision shall be final and binding on both parties. The costs of the services of the arbitrator shall be borne by both parties equally.

## **ARTICLE VIII**

### **WORK YEAR - HOLIDAYS AND VACATION DAYS**

All Supervisors shall be twelve (12) month employees unless a shorter work period is defined in the individual Supervisor's job description. The term of each employment year shall be July 1 through June 30.

#### **Section 8.01 Holidays - Legal**

**July 4th**

**Thanksgiving Day**

**Friday after Thanksgiving Day**

**Christmas Day (December 25th) and:**

December 24th, if Christmas is on Tuesday

December 26th, if Christmas is on Thursday

December 24th, if Christmas is on Saturday

(in lieu of Christmas Day)

December 26th, if Christmas is on Sunday

(in lieu of Christmas Day)

**New Year's Day (January 1st) and:**

December 31st, if New Year's Day is on Tuesday

January 2nd, if New Year's Day is on Thursday

December 31st, if New Year's is on Saturday

(in lieu of New Year's Day)

January 2nd, if New Year's is on Sunday

(in lieu of New Year's Day)

**Good Friday**

**Memorial Day**

**Labor Day**

The Christmas and New Year's holiday break for twelve (12) month Supervisors and the District Volunteer Coordinator will be the same schedule as the custodians.

#### **Section 8.02 Worked Holiday**

When it is necessary for a Supervisor to work on a holiday as listed above, said Supervisor shall be allowed to reschedule that day off at a later date, such date to be scheduled with the approval of their immediate Supervisor.

### **Section 8.03 Vacation Accumulation**

Vacation days for new employees shall begin with twelve (12) days per full work year. On July 1 of each successive year, two (2) additional vacation days shall be granted until a maximum of twenty five (25) vacation days for 52 week employees have been earned and twenty (20) vacation days for less than 52 week employees have been earned. Said vacation days are exclusive of holidays.

### **Section 8.04 Vacation Scheduling**

Each Supervisor shall be entitled to schedule and take his/her earned vacation allotment during the year in which said days are granted. Supervisors working less than 52 weeks, other than the District Volunteer Coordinator, shall take vacation days when students are not in session. The remaining vacation days must be taken with the permission of their Immediate Supervisor.

Vacation days may not be carried over to another year unless written permission is granted by the Director of Human Resources. The decision by the Director of Human Resources is final and not subject to the appeal procedure. No more than one (1) year may be carried over under any circumstances. **Members may request to move up to five (5) unused vacation days into their personal sick leave account on an annual basis. Such request shall be made to the Director of Human Resources.**

## **ARTICLE IX**

### **COMPENSATION**

#### **Section 9.01**

The employees covered by this Agreement shall be paid in accordance with the Salary Schedule attached to this agreement and identified as Appendix "A".

#### **Section 9.02**

The Salary Schedule is based upon a normal five (5) day work week and the annual compensation shall be paid in twenty-six (26) bi-weekly installments, or pro-rated for those Supervisors who work less than fifty-two (52) weeks.

#### **Section 9.03 Mileage**

Upon presentation of proper documentation by the Supervisor to his/her Immediate Supervisor, approved school related mileage expenses shall be reimbursed at the

rate established by the Board, but shall not be less than twenty-six (26) cents per mile.

#### **Section 9.04 Apparel**

The parties acknowledge that, as part of their day-to-day duties, the Association members in the **Maintenance Department** are called upon to perform duties outdoors and exposed to the elements. As it is often necessary that, in the most severe of weather the Supervisors must be outdoors to effectively oversee the work being undertaken, the Board shall provide appropriate clothing and outerwear to protect employees from the elements. Such items of clothing shall be provided at such times and in such manner and style as the Director of Maintenance determines to be appropriate given the nature of the position held by the Supervisor.

#### **Section 9.05 Tuition**

Tuition for college coursework, undergraduate and/or graduate, shall be paid for by the Board for up to a maximum of six (6) credit hours per contract year for members of the Association upon proof of registration. An additional three (3) college credit hours per year may be granted by the Superintendent.

Prior approval of coursework shall be required through the office of the Director of Human Resources. Courses shall be taken beyond the "normal" workday. Exceptions to this may be appealed to the Director of Human Resources. Decisions of the Director of Human Resources shall be final.

Tuition costs will be reimbursed to the Association member and may be prepaid by the Board. Documentation of satisfactory completion of the course (a grade of "C" or higher) will be required of the employee or money paid to the Association member shall be reimbursed to the District.

If an employee is interested in out-of-state tuition, up to a maximum of \$100 per credit hour shall be allowed for the employee with a limit of six (6) credit hours per contract year.

The cost of class required textbooks shall be reimbursed by the District. Receipts shall be turned in to the Director of Human Resources prior to reimbursement. Reimbursement for required textbooks shall be subject to the requirement of successful completion of the related course as stated above.

Supplemental textbooks, materials, mileage, and incidental costs are the responsibility of the employee, and shall not be reimbursed by the District.

**Section 9.07 Longevity**

A longevity payment shall be paid for years of service in the Bay City School District according to the following schedule:

On the 10th, 11th, 12th, 13th and  
14th year of service.....1% of unit member's current step  
and level per Appendix A.

On the 15th, 16th, 17th, 18th and  
19th year of service.....2% of unit member's current step  
and level per Appendix A.

On the 20th, 21st, 22nd, 23rd, and  
24th year of service.....3% of unit member's current step  
and level per Appendix A.

On the 25th, 26th, 27th, 28th, and  
29th year of service and thereafter.....4% of unit member's current step and  
level per Appendix A.

These years shall be determined by the following method:

1) A Unit member hired during the first half of the school fiscal year, July through December 31, shall have a longevity date as of July 1 of the fiscal year. A Unit member hired during the last half of the school fiscal year, January 1 through June 30, shall have a longevity date of July 1 of the following fiscal year.

2) To find the tenth, fifteenth, twentieth, or twenty-fifth year of service, add nine, fourteen, nineteen or twenty-four to the longevity date year. July 1st of that year will be the date when the 1%, 2%, 3%, or 4% longevity begins as per example.

**EXAMPLE:**

Longevity	July 1, 1960	July 1, 1960	July 1, 1960	July 1, 1960
Add	_____9	_____14	_____19	_____24
1%, 2%, 3% or 4% longevity begins	July 1, 1969	July 1, 1974	July 1, 1979	July 1, 1984

## ARTICLE X

### SEVERANCE AND RETIREMENT

#### **Section 10.10 Severance Pay**

At any time a Supervisor having fifteen (15) or more years of service to the District shall leave the employ of the District for reasons other than retirement under Section 10.20, he/she shall receive severance pay of two hundred dollars (\$200) for each year of service but not to exceed six thousand dollars (\$6,000), plus severance pay prorated at current salary for every day of accumulated sick leave over forty (40) days but not to exceed four thousand five hundred (\$4,500) dollars. In the event of the death of a Supervisor, the designated beneficiary(ies) of said Supervisor shall receive all severance pay due said Supervisor.

#### **Section 10.20 Retirement Benefits**

A Supervisor who has at least fifteen (15) years of Bay City Public Schools service and who retires under the Michigan Public Schools Employees Retirement System (MPERS) shall receive a retirement benefit in accordance with the following terms and conditions:

He/she shall notify the Director of Human Resources of an intent to take an early retirement at least thirty (30) days prior to the effective date of retirement unless otherwise waived by the Superintendent.

#### **Section 10.201:**

An employee who has at least fifteen (15) years of Bay City Public Schools service and who retires under MPERS shall receive a severance benefit in accordance with the following terms and conditions:

- For each accumulated unused sick leave day up to a maximum of 96 days, the employee shall receive an amount based upon the employee's base rate of pay (less longevity, current improvement, etc.) at the time of retirement.
- For each accumulated unused sick leave day above 96 days, the employee shall receive an amount based upon one-half (1/2) the employee's base rate of pay (less longevity, current improvement, etc.) at the time of retirement.
- The total severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPERS).

**Section 10.202:**

An employee may only be charged a maximum of ninety-six (96) days of sick leave for serious illness or illnesses during the last five years prior to leaving the District. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days. (Documentation by a physician is required.) For purposes of calculating severance pay only days used beyond the ninety-sixth (96<sup>th</sup>) day shall be added back into the final calculation.

**ILLUSTRATIVE MODEL:**

1999-00	Used a block of 25 consecutive days	25
2000-01	Used 15 non-consecutive days	0
2001-02	Used two blocks of 15 and 25 consecutive days respectively	40
2002-03	Used 60 days including a block of 45 consecutive days	45
2003-04	Used 9 days, consecutive or non-consecutive	<u>0</u>
	TOTAL	110

$$110 \text{ days} - 96 = 14 \text{ days}$$

Fourteen (14) days would be included in the severance pay final calculation.

(Total sick days for serious illness used in a block during the last five (5) years of employment – maximum capped amount (96 days) = Number of sick days to be added back for severance calculation)

**Section 10.203:**

The retired Supervisor shall receive the amount in equal bi-weekly installments over a five year (5) period. The equal bi-monthly installments shall be remitted to the retired Supervisor beginning with the first pay Friday of the next school year or if the Supervisor's retirement is effective during a school year, the first pay Friday following the first full month after the effective date of retirement. Payment(s) will be deposited into a Paradigm Equity 403(b) account set up for the Member. There is no cash option.

**Section 10.204: Beneficiary**

In the event a retired Supervisor dies prior to receiving all the installments, the retired Supervisor's beneficiary(ies) shall receive the remaining installments. Upon retiring, the Supervisor shall submit the names(s) of the beneficiary(ies), in writing, to the Human Resources office.



## ARTICLE XI

### CREATION OF NEW SUPERVISORY POSITIONS

#### Section 11.01

The Board reserves unto itself the right to create new supervisory positions. However, the duties, wages, hours and employment, and other conditions of employment shall be mutually agreed upon by the Board of Education and the Supervisory Association.

Other supervisory positions will be included in the Association, provided such position/s is/are deemed to be essential to the normal categories included herein by the parties hereto. Failure to agree will result in the appeal procedure set forth in Article VII being followed.

#### Section 11.02

New positions will be filled within ninety (90) calendar days after the Board informs the Association of its desire to create such position(s).

## ARTICLE XII

### REDUCTION OF STAFF

#### Section 12.01 Determination Factors

If the Board determines that it is necessary to reduce the number of Supervisors, the Board shall confer with the Association regarding the necessity and feasibility of the reduction and shall present the reasons underlying the decision.

Once the need for reduction of Supervisory force is established, the Board and the Association shall develop an equitable and feasible procedure of lay-off and recall.

The following factors, weighted by priority as to their order of listing, shall be used to determine Supervisor/s to be laid off shall be:

- 1) Recommendation of the Director of Maintenance or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools

5) Total experience as an employee of the Bay City Public Schools

Any lay-offs shall be equivalent to the total number of supervisory positions being reduced. A Supervisor scheduled to be laid off must be notified, in writing, by the Board at least ninety (90) calendar days prior to the lay-off date.

**Section 12.02 Allocation of Duties**

When reduction of supervisory staff dictates added work load to remaining Supervisors, the duties will be allocated as evenly as possible. The Board and Association shall confer and agree on such matters. In the event the parties cannot agree upon the allocation of duties, the matter shall be resolved pursuant to the appeal process set forth in Article VII.

**ARTICLE XIII**

**SICK LEAVE AND SICK LEAVE BANK**

**Section 13.01 Purpose**

The primary purpose of the sick leave allowance is to cover the absence of a Supervisor from work because of personal illness or injury sufficiently severe that would render his/her presence at his/her job inadvisable. Sick leave applies only to absences resulting from illness or injury to the employee.

**Section 13.02 Rate of Accumulation**

Sick leave accumulates at the rate of six (6) days per semester and shall be unlimited in total accumulation. Accumulated sick leave shall be reported monthly on the payroll forms and a record of total days available will be available in the office of the Immediate Superior.

**Section 13.03 Verification of Illness/Injury**

If there is a question or concern regarding the illness or injury of an employee, the Superintendent or his/her designee may require a doctor's statement verifying the illness or may require the employee to submit to a medical examination before sick leave pay is allowed or the employee may return to work.

### **Section 13.04 Worker's Compensation**

Any Supervisor who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness and the difference shall be charged against sick leave until sick leave benefits are exhausted. If the employee continues to be absent as a result of a compensable illness, he/she will continue receiving the allowance provided under Workers' Compensation for the duration of the disability or as otherwise provided under such Act.

### **Section 13.05 Sick Leave Bank**

To afford additional protection against a prolonged illness or injury, the Sick Leave Bank has been established for employees of the District and such employee covered by this Agreement shall participate as follows:

- (a) A prolonged illness shall be defined as any illness that extends beyond ten (10) work days.
- (b) ~~An employee may not draw from the Sick Leave Bank more than a combined total of 180 days during the duration of his/her employment with the Bay City School District.~~ **A maximum of 180 days may be granted per appeal from the Board.**
- (c) Any employee who has been counseled for excessive absenteeism shall not be eligible for the Sick Leave Bank for a period of two (2) years from the date of the counseling meeting. For purposes of this Section, an Items of Concern meeting shall constitute a counseling meeting.

### **Section 13.06 Minimum Level**

The Sick Leave Bank shall be maintained at a minimum level of two thousand (2,000) days. Whenever the Sick Leave Bank falls below two thousand (2,000) days, the Sick Leave Bank Appeal Board shall assess each employee the number of days of his/her sick leave necessary to increase the Sick Leave Bank days to a minimum of two thousand five hundred (2,500) days. Each employee shall be assessed the same number of sick leave days, to the nearest full day, as is necessary to reach the stated level.

### **Section 13.07 Assessment of Days**

Additions to the Bank as may be necessary to maintain the established minimum shall be assessed pursuant to Section 13.06 at the beginning of each semester.

### **Section 13.08 Qualification Period**

Upon depletion of a member's own accumulated sick leave, he/she may apply for approval of additional days from the Sick Leave Bank however must wait fifteen (15) calendar days before actually drawing from the Bank. Business days within the fifteen (15) day qualifying period shall be paid retroactively when a grant for usage of the Sick Leave Bank has been authorized by the Appeal Board.

### **Section 13.09 Application**

Any employee on sick leave may apply to participate in the Sick Leave Bank by filing an application in the Superintendent's office or to the office of the Superintendent's stated designee.

### **Section 13.10 Replacement Exemption**

Persons withdrawing sick leave days from the Bank shall not be required to replace these days except as a regular contributing member of the bank.

### **Section 13.11 Verification of Illness/Injury**

If there is a question or concern regarding the illness or injury of an employee, the Superintendent or his/her designee may require a doctor's statement verifying the illness or may direct that said individual be examined by two (2) doctors of the Appeal Board's choosing to determine if the illness or injury warrants usage of days from the Bank by the employee. The Appeal Board will require such examination if requested to do so by the Superintendent or his/her designee.

### **Section 13.12 Appeal Board**

The Appeal Board in its sole discretion may grant or suspend an employee's usage of sick days from the Bank. The decision of Appeal Board shall be final and binding upon the individual employee.

### **Section 13.13 Appeal Board Representation**

The Sick Leave Appeal Board shall be comprised of the following individuals:

- a) Four (4) elected officers and the chairperson as appointed by the Bay City Education Association, and

- b) The president of the ~~Administrator's Association~~ or designee of each association participating in the Sick Leave Bank, and
- ~~c) two (2) central staff administrators, and~~
- c) the Superintendent or his/her designee.

#### **Section 13.14 Non-accumulation**

No employee will be credited with personal sick leave allowance while drawing from his/her own accumulated sick leave or the Sick Leave Bank until he/she has reported back to work.

#### **Section 13.15 Report**

A report of the Sick Leave Bank will be available through the office of the Superintendent, including a statement of the number of days granted from the Bank, the number of days remaining in the Bank and the financial cost of the days granted.

#### **Section 13.16 Additional Days**

Upon recommendation from the Appeal Board, additional days may be granted at the discretion of the Superintendent, and the decision of the Superintendent shall be final and binding upon the Appeal Board and the individual employee.

### **ARTICLE XIV**

#### **LEAVES OF ABSENCE**

#### **Section 14.01 Purpose**

Any employee whose personal illness or disability extends beyond the period compensated under the "Sick Leave Bank" shall be granted a leave of absence without pay or benefits for such additional time as may be necessary for complete recovery from such illness. Leave of absence without pay shall not exceed two (2) years. Upon return from leave, the employee shall be assigned to the same position, if available, or substantially equivalent position.

#### **Section 14.02 Criteria - "Chargeable"**

Leaves of absence with pay chargeable against sick leave allowance shall be granted annually for the following reasons:

- 1) A maximum of five (5) days for critical illness in the immediate family living in the same household.

2) A maximum of five (5) days for a critical illness in the immediate family not living in the same household may be granted at the discretion of the Director of Human Resources.

3) Two (2) days to transact business when the Supervisor, through no fault of his/her own, is unable to transact such business except during his/her regular working hours. Application for business days will be made to the Immediate Supervisor and/or the Director of Human Resources at least twenty-four (24) hours in advance. If the urgency of the leave is of such a nature that the request in writing is not practical, verbal notice to the Immediate Supervisor and/or the Director of Human Resources will be sufficient and a Reason for Absence form will be submitted by the Supervisor upon return from leave. Additional days may be granted by the Director of Human Resources. The decision of the Director of Human Resources on the justification of business days will be final and not subject to the Appeal procedure.

#### **Section 14.03 Criteria- "Non-Chargeable"**

Leaves of absence with pay not chargeable against sick leave allowance shall be granted for the following reasons:

1) A maximum of three (3) days for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, brother, sister, and children. Additional time may be granted at the discretion of the Director of Human Resources.

2) One (1) day for the attendance at the funeral service of person whose relationship to the employee warrants such attendance. Additional time may be granted at the discretion of the Director of Human Resources.

3) Absence when called for jury service.

4) Court appearance as a witness in any case connected with the Supervisor's employment of the school or whenever the Supervisor is subpoenaed to attend any proceeding.

5) One (1) day to take the selective service physical examination.

#### **Section 14.04 Child Rearing Leave**

In conjunction with the Family and Medical Leave Act, and not in addition thereto, a child rearing leave of a maximum of one (1) year shall be granted without pay or benefits. Extensions may be granted for one (1) year upon application, in writing, ninety (90) calendar days prior to the end of the leave. An employee having been

duly granted a child rearing leave must apply for re-employment a minimum of ninety (90) calendar days prior to the time employment is desired.

An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the Probate Court.

#### **Section 14.05 Peace Corps**

Leave of absence shall be granted up to two (2) years to any employee who enlists in the Peace Corps as a full-time participant. Such employee shall be restored to employment with the District and shall be given the benefits of any increments which would have been credited to him/her had he/she remained in active service with the school system; provided, however, that such Supervisor shall make application for re-employment within the ninety (90) calendar days after discharge from the Peace Corps.

#### **Section 14.06 Military**

Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States until expiration of the first enlistment of the duration of the national emergency. Such employee shall be restored to employment with the District and shall be given the benefit of any increments; provided however, that such Supervisor shall make application for such re-employment within ninety (90) calendar days after discharge from the Armed Forces and provided further, that such employee reports for his/her assignment immediately following such application. Military leave of absence shall also be granted for National Guard or Reserve duty.

#### **Section 14.07 Public Office**

An employee elected or selected for full-time public office which takes him/her from his/her duties with the school system, shall, upon written request, receive a leave of absence without pay or benefits for the term of such office or two (2) years, whichever is less. Unless such employee returns within the time limit hereinbefore specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Director of Human Resources.

#### **Section 14.08 Part-time Service**

It is recognized that an employee has the right to serve in, or be elected to, public office less than full time. However, such services shall not be permitted to interfere with the employee's service to be rendered to the School District.



### **Section 14.09 Physical Examination**

When an employee returns to work following a leave of absence duly granted for any reason, the Board may require such employee to submit to a physical examination at its expense to make certain such employee is able to return to work.

### **Section 14.10 Leaves Without Pay**

It is the intent that a leave of absence without pay or benefits will be taken only in very unusual circumstances and then, very infrequently. A conference with the Director of Human Resources will be held to consider the reason for such leave and the effect on the operation of the school system.

### **Section 14.11 Loss of Benefits**

Leaves of absence without pay of less than ninety (90) calendar days shall not result in a loss of benefits.

### **Section 14.12 Leave for Employment within the District**

**Any member of the Unit who is employed in any other position in the Bay City School District shall be entitled to retain such rights and seniority as she/he may have had under the Supervisor's Union agreement prior to transfer should she/he return. If the employee returns to the Unit, longevity credit will be given for service to the Bay City Public Schools. Procedure for return will be pursuant to seniority and qualifications with the Supervisors' Union agreement.**

## **ARTICLE XV**

### **INSURANCE PROTECTION**

#### **Section 15.01 Establishment**

Pursuant to the authority set forth in the School Code of 1955, as amended, the Board agrees to furnish all Supervisors in the Bargaining Unit insurance protection as hereinafter set forth.

#### **Section 15.02 Term Life Insurance**

Group term life insurance coverage in the amount of \$55,000.00 AD & D, in addition to the coverage provided in Section 15.03. All employees must be actively at work on the effective date of any changes in coverage. Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of employees not actively at work. Insurance coverage changes for

those not actively at work will take place the first of the month following their first day back to work.

### **Section 15.03 Health Care**

For the term of this Agreement, the District shall provide complete health care protection for a full twelve (12) month basis for the employee's entire family through MESSA or a carrier selected by the District. (Health Reimbursement Account ((HRA)) system that is underwritten through Blue Cross Blue Shield Flexible Blue PPO Plan 2 with the following riders: XVA; CI, PCD2, and PD-CM; FB-RM100 and FB-PC500M; FB-OCSM-24; PD-XED. **Beginning July 2009, this plan will be provided through a Voluntary Employee Benefit Association (VEBA).** During the term of this agreement, the District shall be responsible for the full payment of any insurance premiums and will also be responsible for applicable plan deductibles for eligible/covered employees regardless of single or full-family status including any and all increases in deductibles.)

The comprehensive and complete plan documents for BCBSM Flexible Blue PPO Plan and the specific riders, including the ~~\$1250/\$2500~~ **\$2900/\$5800** plan deductibles, identified above are hereby incorporated into this agreement and no modifications of any benefit specification detailed in these plan documents may be made without express written consent of all parties involved subject to the ratification of its members.

A copy of the plan details are attached in Appendix "C".

Prescription plan will be with a co-pay of \$10.00 for generic drugs and \$20.00 for brand name purchased at the pharmacy and a \$2.00 co-pay mail-in option. **Beginning with July 1, 2009, the Prescription Co-Pay will reflect a zero (\$0) cost to the employee/member.**

**Annuity:** In lieu of the health insurance provided in Section 15.03 the employee may select an annuity in the amount of \$100.00 per month contributed toward a plan currently payroll deducted by the Bay City Public Schools.

### **Section 15.04 Dental**

The Board shall provide full family dental insurance through an insured program or a self insured program guaranteeing coverage of no less than that provided by MESSA Delta Dental Insurance Program Plan E (80/20) and Rider 007 (80/\$1,300). There shall be no internal coordination of benefits. The District has agreed to continue to provide the following full family dental coverage at no premium cost to the member as follows: Dental 80/80/80 \$1300 maximum annually and 80 \$1300 lifetime maximum for eligible orthodontics.

### **Section 15.05 Duplicate Coverage**

If both husband and wife are employed by the District, they may carry only one hospitalization and one dental insurance policy between them.

### **Section 15.06 Optional Benefits**

Any additional options offered by insurance carriers will be available on an optional basis at the Supervisor's expense.

### **Section 15.07 Loss of Coverage**

Association members may elect hospitalization insurance if his/her spouse, who was previously covered by fully paid MESSA or Blue Cross - Blue Shield or other similar coverage, died, retired, or otherwise lost the benefit of such hospitalization coverage for reasons beyond his/her control. Such Supervisor shall then be permitted to apply for health insurance benefits through the Board on the usual terms and conditions prescribed by the insurance provider(s).

### **Section 15.08 Liability Coverage**

The Board will provide liability insurance to cover losses resulting from litigation against the Supervisor for any actions related to his/her job assignment.

### **Section 15.09 Supplemental Coverage**

The Board will provide assurance of complete compensation over and above the losses covered by the Supervisor's personal insurance for any on-site, job related damage or destruction of personal property, such as 1) personal vehicle, 2) clothing, 3) eyeglasses, 4) timepieces, and 5) any equipment which is frequently used in the normal fulfillment of the Supervisor's administrative duties and which has not been furnished by the District. Total compensation shall not exceed the replacement value of the property.

### **Section 15.10 Vision**

The District will provide full family vision coverage at no premium cost to the member as follows: a benefit level equivalent to VSP 2 Silver.

## ARTICLE XVI

### VACANCIES, PROMOTIONS, TRANSFERS

#### **Section 16.01    Appointment to Supervisory Position**

The Board and the Association agree that all Supervisory positions as defined in Article I, Section 1.04 of this Agreement shall be staffed by competent and qualified personnel.

~~The Board shall confer with the Association Committee and give serious consideration to the committee's recommendations in choosing the applicant for the position.~~

In staffing available supervisory positions, qualified and competent applicants shall be given preference in the following order:

- 1) Members of the Supervisor's Association
- 2) Other employees of the Bay City Public Schools
- 3) Persons not employed by the Bay City Public Schools.

Criteria used when considering Association members for other positions shall be:

- 1) Recommendation of the Director of Maintenance or Superintendent's designee
- 2) Evaluation records
- 3) Qualifications regarding current position
- 4) Total experience as a Supervisor with the Bay City Public Schools
- 5) Total experience as an employee of the Bay City Public Schools

**ARTICLE XVII**  
**JOB DESCRIPTION**

**Section 17.01 Availability**

A Job Description for each Supervisory position will be available in the office of the Director of Human Resources.

**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

**Section 18.01 Term**

This Agreement shall become effective July 1, 2009 and shall continue in full force and effect until June 30, 2011, (the "termination date"), except as outlined below:

**Section 18.02 Extension**

Notwithstanding the termination date stated above, unless a party to this Agreement provides, at least sixty (60) calendar days prior to the termination date stated herein, a written notice of such intent to terminate, this Agreement shall continue in full force and effect from year to year thereafter, subject to written notice of termination by either party of sixty (60) calendar days prior to the then current year's termination date.

**Section 18.03 Amendment**

If either party desires to amend or otherwise modify this Agreement, it shall give written notice of such amendment, and such notice set forth the nature of the amendment. If the parties cannot agree to said proposed amendment(s) within a period of forty-five (45) calendar days from the date of the notice, the proposed amendment will be deemed to have been withdrawn. Said time within which to reach an agreement on the proposed amendment may be extended by mutual consent of both parties, such consent to be in writing and signed by the parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of the Agreement.

**ARTICLE XIX**  
**Salary Schedule**

**Section 19.01**

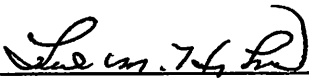
For 2009-2010, salary will reflect a .5% increase along with steps and longevity.

For 2010-2011, salary will reflect a .5% increase along with steps and longevity.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 11<sup>th</sup> day of May, 2009.

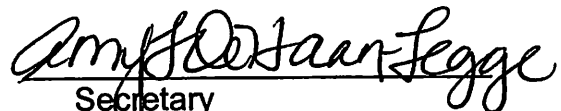
BAY CITY PUBLIC SCHOOLS  
ASSOCIATION OF  
SUPERVISORY PERSONNEL

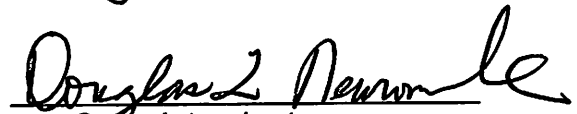
BAY CITY BOARD OF EDUCATION

BY:   
President

BY:   
President

\_\_\_\_\_  
Secretary/Treasurer

  
Secretary

  
Superintendent

  
Director of Human Resources

APPENDIX "A"												
Supervisor Salary Schedule 2009- 2010												
0.5%												
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A	\$29,495	\$31,233	\$32,992	\$34,705	\$36,440	\$39,910	\$41,643	\$45,114	\$46,852	\$49,194	\$51,653	\$55,822
B	\$27,763	\$29,498	\$31,233	\$32,971	\$34,705	\$36,441	\$37,513	\$40,639	\$42,375	\$44,488	\$46,714	\$53,750
C-44	\$24,295	\$26,032	\$27,763	\$29,498	\$32,971	\$34,705	\$34,950	\$37,872	\$39,606	\$40,673	\$43,667	\$47,336
D-52	\$17,824	\$19,784	\$21,748	\$23,712	\$25,672	\$27,635	\$29,596	\$31,559	\$33,523	\$35,484	\$37,452	\$40,728
D-44	\$15,080	\$16,822	\$18,565	\$20,305	\$22,048	\$23,789	\$25,531	\$27,273	\$29,015	\$30,756	\$32,505	\$35,465
D-42	\$14,395	\$16,056	\$17,721	\$19,385	\$21,049	\$22,710	\$24,374	\$26,038	\$27,701	\$29,365	\$31,026	\$33,896
D-40	\$13,709	\$15,219	\$16,729	\$18,240	\$19,748	\$21,261	\$22,769	\$24,278	\$25,787	\$27,298	\$28,810	\$31,539
A = Maintenance Supervisors				A = 52 Week Assignment								
C = District Volunteer Coordinator (44 weeks)				B = 52 Week Assignment								
D = Supervisor of Intermediate Attendance (42 weeks)				C = 44 Week Assignment								
D = Food Service Managers				D = As Described								
APPENDIX "A"												
Supervisor Salary Schedule 2010- 2011												
0.5%												
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A	\$29,642	\$31,390	\$33,157	\$34,878	\$36,623	\$40,109	\$41,851	\$45,340	\$47,086	\$49,440	\$51,911	\$56,101
B	\$27,902	\$29,645	\$31,390	\$33,136	\$34,878	\$36,624	\$37,700	\$40,842	\$42,587	\$44,711	\$46,948	\$54,019
C-44	\$24,416	\$26,162	\$27,902	\$29,645	\$33,136	\$34,878	\$35,125	\$38,062	\$39,804	\$40,877	\$43,886	\$47,572
D-52	\$17,913	\$19,883	\$21,857	\$23,831	\$25,800	\$27,774	\$29,744	\$31,717	\$33,690	\$35,661	\$37,640	\$40,931
D-44	\$15,155	\$16,906	\$18,658	\$20,407	\$22,158	\$23,908	\$25,659	\$27,409	\$29,160	\$30,910	\$32,667	\$35,643
D-42	\$14,467	\$16,136	\$17,810	\$19,482	\$21,154	\$22,824	\$24,496	\$26,168	\$27,839	\$29,512	\$31,181	\$34,065
D-40	\$13,778	\$15,295	\$16,813	\$18,331	\$19,847	\$21,367	\$22,883	\$24,399	\$25,916	\$27,434	\$28,954	\$31,697
A = Maintenance Supervisors				A = 52 Week Assignment								
C = District Volunteer Coordinator (44 weeks)				B = 52 Week Assignment								
D = Supervisor of Intermediate Attendance (42 weeks)				C = 44 Week Assignment								
D = Food Service Managers				D = As Described								



## **APPENDIX "B"**

If Tim Hughes is interested in a summer maintenance position as a crew leader, he shall apply to the office of Non-Certified Personnel by May 1st in order to be given consideration for any such available positions.

**TENTATIVE AGREEMENT**  
**April 28, 2009**

In a collaborative effort, the following Bargaining Units have entered into a tentative agreement with the Bay City Public School District Board of Education:

BCASA (Administrators)  
BCESP (Office Professionals and Educational Assistants)  
BCPSFSU (Food Service)  
BCPSMPA (Custodial/Maintenance)  
Supervisors Association  
Teamsters (Mechanics)  
USW (Bus Drivers)

The tentative agreement reached is:

1. The term of this agreement is for two (2) years. This agreement will be in effect until August 31, 2011, or the expiration of each unit's contract, whichever is sooner.
  
2. The parties have agreed to continue health care coverage through a Health Reimbursement Account (HRA) system that is underwritten through Blue Cross Blue Shield Flexible Blue PPO Plan 4 with the following riders: XVA; CI, PCD2, and PD-CM; FB-RM100 and FB-PC500M; FB-OCSM-24; 50%-NP; PD-XED. Benefit levels for Hearing Aid, Dependent Continuation Coverage, and Prescriptions are described and summarized in the Benefit Summary documents. Beginning July 2009, this plan will be provided through a Voluntary Employee Benefit Association (VEBA). During the term of this agreement, the District shall be responsible for the full payment of any insurance premiums (consistent with each current individual bargaining unit's contract) and will also be responsible for applicable plan deductibles for eligible/covered employees regardless of single or full-family status including any and all increases in deductibles.

*Handwritten initials/signature in bottom left corner.*

*Handwritten initials/signatures in bottom right corner.*

3. The comprehensive and complete plan documents for BCBSM Flexible Blue PPO Plan 4 and the specific riders, including the \$2900/\$5800 plan deductibles, identified above will continue to be incorporated into this agreement and no modifications of any benefit specification detailed in these plan documents may be made without the express written consent of all parties involved subject to the ratification of its members.
4. Beginning with July 1, 2009, the Prescription Co-pay will reflect a zero (\$0) cost to the employee/member.
5. The contract will reflect a one-half (1/2)% salary schedule increase with steps/longevity as provided in each current individual bargaining unit's contract for the 2009-10 and 2010-11 school years respectively.
6. The District has agreed **not** to outsource any work, except as outlined in individual bargaining union contracts, presently being done by the individual bargaining units for the term of this agreement.
7. The parties have agreed to meet quarterly, outside of the workday, to discuss on going budgetary items and receive updates on the insurance plans.
8. The parties agree to create a Health Insurance Study Committee to include a representative/designee from each of the bargaining units and the Union Representatives for said bargaining units. The diverse committee shall study the insurance industry while reviewing different insurance options available. This in-depth study shall provide information to the Big Table as an update prior to the next negotiation session.
9. The costs/savings contained in this agreement have been calculated based upon the membership of all bargaining units participating in this tentative agreement. Therefore, all bargaining units participating must approve this tentative agreement in order for it to become a ratified agreement.

*Handwritten initials:*  
MAY  
JCA  
JLC

*Handwritten initials:*  
JAT  
Cmg  
E  
Sms

This agreement represents the entire agreement between the parties whether written or oral.

Shelly Quillette  
BAY CITY PUBLIC SCHOOLS

Carla Swicker  
BCASA

JoAnne Thompson  
BCESP

Don C. Askelund  
BCPSMPA

Angi L. Currier  
BCPSFSU

Sam Hill  
Supervisors' Association

Edgar J. Lewis  
Teamsters (Mechanics)

Michael A. Hara  
USW (Bus Drivers)

BAY CITY PUBLIC SCHOOLS  
10 Month  
Tim Hughes

	M	T	W	T	F
<b>JULY</b>			<u>1</u>	<u>2</u>	<u>3</u>
	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>
	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>

	M	T	W	T	F
<b>NOV</b>	<u>2v</u>	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	<u>25v</u>	<u>(26)</u>	<u>(27)</u>
	30				

	M	T	W	T	F
<b>MARCH</b>	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	<u>29v</u>	<u>30v</u>	<u>31v</u>		

	M	T	W	T	F
<b>AUG</b>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
	17	18	19	20	21
	24	25	26	27	28
	31				

	M	T	W	T	F
<b>DEC.</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	<u>21v</u>	<u>22v</u>	<u>23v</u>	<u>24v</u>	<u>(25)</u>
	<u>28v</u>	<u>29v</u>	<u>30v</u>	<u>31v</u>	

	M	T	W	T	F
<b>APRIL</b>				<u>1v</u>	<u>(2)</u>
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	<u>26v</u>	27	28	29	30

	M	T	W	T	F
<b>T.</b>		1	2	3	4
	<u>(7)</u>	<u>(8)</u>	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	[28]	29	30		

	M	T	W	T	F
<b>JAN.</b>					<u>(1)</u>
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	M	T	W	T	F
<b>MAY</b>	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	<u>(31)</u>				

	M	T	W	T	F
<b>OCT.</b>				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	T	W	T	F
<b>FEB.</b>	<u>1v</u>	2	3	4	5
	8	9	10	11	12
	15	16	17	18	<u>19v</u>
	<u>22v</u>	23	24	25	26

	M	T	W	T	F
<b>JUNE</b>		1	2	3	<u>(4)</u>
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
	<u>28</u>	<u>29</u>	<u>30</u>		

42 weeks

- No work days
- Holidays - 7
- Christmas/Spring breaks
- ▣ First & Last Day of School
- [ ] Professional Development Days
- v Vacation days - 18 (2 additional vacation days to choose during the 09-10 school year)
- \*\* (Two (2) vacation days reflected on Professional Development days may be rescheduled between employee and Building Administrator.)

*THH*

2009 - 2010

BAY CITY PUBLIC SCHOOLS  
10 Month  
Supervisors Food Service

	M	T	W	T	F
<b>JULY</b>			<u>1</u>	<u>2</u>	<u>3</u>
	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>
	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>

	M	T	W	T	F
<b>NOV</b>	<u>2<sub>v</sub></u>	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	<u>25<sub>v</sub></u>	<u>(26)</u>	<u>(27)</u>
	30				

	M	T	W	T	F
<b>MARCH</b>	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	<u>29<sub>v</sub></u>	<u>30<sub>v</sub></u>	<u>31<sub>v</sub></u>		

	M	T	W	T	F
<b>AUG</b>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
	<u>17</u>	<u>18</u>	19	20	<u>21<sub>v</sub></u>
	<u>24<sub>v</sub></u>	25	26	27	28
	31				

	M	T	W	T	F
<b>DEC.</b>		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	<u>21<sub>v</sub></u>	<u>22<sub>v</sub></u>	<u>23<sub>v</sub></u>	<u>24<sub>v</sub></u>	<u>(25)</u>
	<u>28<sub>v</sub></u>	<u>29<sub>v</sub></u>	<u>30<sub>v</sub></u>	<u>31<sub>v</sub></u>	

	M	T	W	T	F
<b>APRIL</b>				<u>1<sub>v</sub></u>	<u>(2)</u>
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	<u>26<sub>v</sub></u>	27	28	29	30

	M	T	W	T	F
<b>SEPT.</b>		1	2	3	4
	<u>(7)</u>	<u>(8)</u>	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	[28]	29	30		

	M	T	W	T	F
<b>JAN.</b>					<u>(1)</u>
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29

	M	T	W	T	F
<b>MAY</b>	3	4	5	6	
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	<u>(31)</u>				

	M	T	W	T	F
<b>OCT.</b>				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

	M	T	W	T	F
<b>FEB.</b>	<u>1<sub>v</sub></u>	2	3	4	5
	8	9	10	11	12
	15	16	17	18	[19]
	[22]	23	24	25	26

	M	T	W	T	F
<b>JUNE</b>		1	2	3	<u>(4)</u>
	7	8	<u>9</u>	<u>10</u>	<u>11</u>
	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
	<u>28</u>	<u>29</u>	<u>30</u>		

- No work days
- Holidays - 7
- Christmas/Spring breaks
- ⊠ First & Last Day of School
- [ ] Professional Development Days
- v Vacation days - 18 (2 additional vacation days to choose during the 09-20 school year)

42 weeks

**APPENDIX "C"**

**Health Plan**

**BAY CITY AREA SCHOOLS**

**Dental Care Plan**

<b>Preventative Services:</b>	
Oral Exams	Covered - 80%
Teeth Cleaning	Covered - 80%
Sealants - for children	Covered - 80%
Fluoride Treatment - for children	Covered - 80%
Space Maintainers - for children	Covered - 80%

<b>Basic Services:</b>	
Laboratory	Covered - 80%
X-ray	Covered - 80%
Extractions	Covered - 80%
Fillings -Amalgams, Acrylic, Composite Resin	Covered - 80%

<b>Major Services:</b>	
Bridge work and Dentures	Covered - 80%
Crowns	Covered - 80%
Periodontics	Covered - 80%
Endodontics	Covered - 80%
Oral Surgery	Covered - 80%

<b>Maximum Benefit per individual per plan year</b>	<b>\$1,300.00</b>
-----------------------------------------------------	-------------------

<b>Orthodontic Services (to age 19)</b>	
Orthodontics	Covered - 80%
<b>Orthodontic Maximum Lifetime Benefit per individual*</b>	<b>\$1,300.00</b>

\*Plan year runs from July 1st to June 30th



# BAY CITY AREA SCHOOLS VISION PLAN

<b>Exam Deductible</b>		
Optometrist	\$6.50 Deductible	Covered to Plan Maximum
Ophthalmologist	\$6.50 Deductible	Covered to Plan Maximum
<b>Contact Lens Allowance (Includes exam)</b>		
Cosmetic (Elective)		\$110 per year maximum*
Disposable		\$110 per year maximum*
<b>Frame Allowance</b>		
		\$130 per year maximum*
<i>The frame allowance is the total maximum frame benefit payable for each insured person in each year</i>		
<b>Lenses:</b>		
<i>Covered: Subject to maximum frame allowance and \$18 deductible on lenses and frames</i>		
Single Vision	\$18 Deductible	Covered to Plan Maximum
Bifocal	\$18 Deductible	Covered to Plan Maximum
Trifocal	\$18 Deductible	Covered to Plan Maximum
Lenticular	\$18 Deductible	Covered to Plan Maximum
<b>Extra Lens Features:</b>		
Pink #1 or #2 tint		Covered to Plan Maximum
Rimless		Covered to Plan Maximum
Oversize		Covered to Plan Maximum
Blended		Covered to Plan Maximum
Progressive		Not Covered
<b>Tinted:</b>		
Tinted Single Vision		Covered to Plan Maximum
Tinted Bifocal		Covered to Plan Maximum
Tinted Trifocal		Covered to Plan Maximum
Tinted Lenticular		Covered to Plan Maximum
<b>Polarized:</b>		
Polarized Single Vision		Covered to Plan Maximum
Polarized Bifocal		Covered to Plan Maximum
Polarized Trifocal		Covered to Plan Maximum
Polarized Lenticular		Covered to Plan Maximum

\*Benefit plan year runs from July 1st to June 30th



Welcome to VSP® Vision Care. We'll help keep you and your eyes healthy through personalized care from a doctor you can trust.

Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision® Exam, your VSP doctor will look for vision problems and signs of health conditions too.

## Getting started is a breeze.

- Find the right VSP doctor for you. You'll find plenty to choose from at [vsp.com](http://vsp.com) or by calling 800.877.7195.
- Already have a VSP doctor? Make an appointment today and tell them you're a VSP member.
- Check out your coverage and savings. Visit [vsp.com](http://vsp.com) to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest – no ID card necessary or claim forms to complete.

Keep your eyes healthy  
and your vision clear.  
Make your appointment today!

PEHBT and VSP provide you an affordable eyecare plan.

### Your Coverage from a VSP Doctor

**WellVision Exam®** focuses on your eye health and overall wellness

- \$10 copay ..... **every 12 months**

#### Prescription Glasses

- \$10 copay

Lenses..... **every 12 months**

- Single vision, lined bifocal, and lined trifocal lenses
- Tints, photochromic, oversized lens, blended and polarized lens are covered
- Polycarbonate lenses for dependent children

Frame..... **every 12 months**

- \$ 130 allowance for frame of your choice
- 20% off the amount over your allowance

~OR~

#### Contact Lens Care

- **No copay** ..... **every 12 months**

\$200 allowance for contacts and the contact lens exam (fitting and evaluation). This additional exam ensures proper fit of contacts.

Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of replacement lenses.

### Extra Discounts and Savings

#### Glasses and Sunglasses

- 20% off lens options like progressives and scratch-resistant and anti-reflective coatings
- 20% off additional glasses and sunglasses, including lens options\*

#### Contacts\*

- 15% off cost of contact lens exam (fitting and evaluation)

#### Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price from contracted facilities

\* Available from any VSP doctor within 12 months of your last eye exam

You get the best value from your benefit when you see a VSP doctor. If you see a non-VSP provider, you'll typically pay more out-of-pocket. You'll pay the provider in full and have 6 months to submit a claim to VSP for partial reimbursement less copays. Before seeing a non-VSP provider, call us at 800.877.7195.

#### Out-of-Network Reimbursement Amounts:

Exam .....	Up to \$34.00
Single vision lenses .....	Up to \$17.00
Lined bifocal lenses .....	Up to \$30.00
Lined trifocal lenses .....	Up to \$43.00
Frame.....	Up to \$38.25
Contacts.....	Up to \$10000

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

Contact VSP

[vsp.com](http://vsp.com)  
800.877.7195

**VSP**  
Vision care for life

Option 16

# Bay City Public Schools Preferred Rx Prescription Drug Coverage \$10/\$20 Copay with Contraceptive Coverage with Generic/Brand Name Fixed Dollar Copay Benefits-at-a-Glance

Covered Services	Network Pharmacy	Non-Network Pharmacy
Federal Legend Drugs	Covered – 100% less plan copay	Covered – 80% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 80% less plan copay
Needles and Syringes Also available through DME.	Covered – 100% less plan copay	Covered – 80% less plan copay
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from NMHC Mail	Covered – 100% less plan copay	Not Covered

Network Pharmacy	\$10 for each generic drug; \$20 for each brand name drug	Not Applicable
Non-Network Pharmacy	Not Applicable	20% sanction plus applicable copay
Mail Order Prescription Drugs	Copay for 90 day supply only: \$2 for each generic or brand name drug	Not Applicable

## Riders:

Rider PD-CM	Adds benefits to the prescription drug plan for prescriptions oral contraceptive medications
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## Rider

Rider PD-XED, Excludes Elective Drugs	Excludes coverage for elective drugs. Note: Elective drugs are health habit and reproductive drugs such as those that treat sexual impotency or infertility, help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated
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RXP, Prescription Drug Authorization; requires approval of select prescription drugs before prescriptions are prescribed

## **Dependent Coverage**

Blue Cross Blue Shield of Michigan provides full coverage for your family dependents when they are properly enrolled. Eligible dependents are:

- Your spouse
- Unmarried children until the end of the year in which they reach age 19. They may remain covered to any age if they are "totally and permanently disabled by either a physical or mental condition prior to age 19."

Eligible children include:

- Your children by birth
- Your children by legal adoption
- Your children by legal guardianship (while they are in your custody and dependent on you)
- Your spouse's children

## **Dependent Continuation Coverage**

Dependents who are between 19 and 25 may continue coverage under your contract if they meet all the following requirements:

- Be unmarried and between 19 and 25
- Be related to you by blood, marriage, or legal adoption
- Be a member of your household unless they temporarily reside elsewhere, as in the case of college students.
- Be dependent on you for more than half of their support
- Be a full-time student for at least five months of the year or have gross income less than four times the personal exemption amount as defined in the Internal Revenue Code of 1986 as amended (IRC).

**You must apply for Continuation Coverage before the end of the year in which the dependent turns 19. This coverage continues until the end of the year in which they turn 25, if they remain eligible. Coverage for these dependents will be exactly the same as yours. You may be responsible for paying the cost of coverage for these dependents.**

# Bay City Public Schools

07-01-2006

## Blue Cross Blue Shield OF Michigan Community Blue PPO Network

*This is a brief summary of coverage. This is not a complete description of benefits  
Caution: If a category of coverage in which you are interested is not  
mentioned in this summary, do not assume that it is or is not a covered benefit.*

### BCBSM FLEXIBLE BLUE PPO/HRA

In-Network

Out-of-Network

### Deductible, Co-payments and Dollar Maximums

<b>Deductible</b>	District to fund the In-Network Deductible and Coinsurance 100%	\$2500 Single (District pays the first \$1250; employee pays the next \$1250) \$5000 Family (District pays the first \$2500; employee pays the next \$2500) per calendar year
	None	
<b>Maximum Out-of-Pocket</b>	None	20% employee coinsurance after Deductible  until employee payments reach \$1,000 individual, \$2,000 per 2-person or family in a calendar year. Amounts not included: • deductible amount • charges exceeding approved amount • uncovered charges • Rx co-payments • Any non eligible medical expense or copay
<b>Lifetime Maximum</b>	\$5,000,000.00 per employee, per family member for all covered services and as noted below for individual services	

### Preventive Services

		Limit \$800 per calendar year per member or spouse
<b>Annual Maintenance Exam (includes routine lab and radiology)</b>	100% of the approved amount, one per calendar year	Not covered
<b>Annual Gynecological Exam Pap Smear</b>	100% of the approved amount, one per calendar year	Not covered
<b>Infant, Child Care, and Prenatal Immunizations</b>	100% of the approved amount 6 visits per year through age 1 2 visits per year - ages 2 and 3 1 visit per year age 4 through 15	Not covered
<b>Colon Cancer &amp; Blood Screening Tests, as well as fecal Occult, PSA &amp; Endoscopy</b>	100% of the approved amount, one per calendar year, age and frequency restrictions may apply	Not covered

# Bay City Public Schools

<b>Service</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Loutrine Mammography	100% of the approved amount, one baseline between ages 35-40. One per calendar year over age 40.	80% of approved amount after deductible; one baseline between ages 35-40. One per calendar year
<b>Physician Office Services</b>		
Office Visits and Consultations	100% of the approved amount	80% of the approved amount, after deductible
Outpatient and Home Visits	100% of the approved amount	80% of the approved amount, after deductible
<b>Emergency Medical Care</b>		
Hospital Emergency Room	100% of the approved amount	\$25 co-payment, waived if admitted or for accidental injury
Urgent Care Center	100% of the approved amount	80% of the approved amount, after deductible
Ambulance Services	100% of the approved amount	100% of the approved amount
<b>Diagnostic Services</b>		
Laboratory, Pathology & Diagnostic Tests, X-Rays, Radiation Therapy and Chemotherapy	100% of the approved amount	80% of the approved amount, after deductible
<b>Maternity Services Provided By a Physician</b>		
Pre-natal and Post-natal Care, Delivery and Nursery Care	100% of the approved amount	80% of the approved amount, after deductible
<b>Hospital Care</b>		
Semi-private Room, In-patient Physician Care, In-Patient Consultations, General Nursing Care, Hospital Services and Supplies	100% of the approved amount	80% of the approved amount, after deductible

# Bay City Public Schools

Service	In-Network	Out-of-Network
<b>Alternatives to Hospital Care</b>		
Skilled Nursing Care	100% of the approved amount up to (in participating skilled nursing facilities only) 90 days per calendar year	
Hospice Care	100% of the approved amount, limited to the dollar maximum (Through a participating hospice program only) which is reviewed and adjusted periodically	
Home Health Care Home Infusion Therapy	100% of the approved amount (By participating Home Health Care agencies and Infusion Therapy providers only) (Medically necessary)	
<b>Surgical Services</b>		
Surgery - includes related surgical services and presurgical consultations	100% of the approved amount (medically necessary services at participating ambulatory surgery facilities only)	80% of the approved amount, after deductible
<b>Transplants</b>		
Specified Human Organ	100% of the approved amount in designated facilities only, limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital, and pharmacy services (only at pre-approved designated facilities) when coordinated through BCBSM Human organ transplant program	
Bone Marrow Transplants	100% of the approved amount when coordinated through BCBSM Human organ transplant program; specified criteria applies	80% of the approved amount, after deductible
Kidney, Cornea, Skin	100% of the approved amount	80% of the approved amount, after deductible
<b>Mental Health and Substance Abuse Care</b>		
Inpatient Mental Health	100% of the approved amount	80% of the approved amount after deductible
Substance Abuse	limited to a combined maximum of 60 days per calendar year and 120 days lifetime per family member	
Outpatient Mental Health and Substance Abuse in approved facilities only	100% of the approved amount	80% of the approved amount after deductible; in participating facilities only 80% of the approved amount after deductible; in approved facilities only

# Bay City Public Schools

	In-Network	Out-of-Network
<b>Other Services</b>		
<b>Service</b>		
Copy Testing and Therapy	100% of the approved amount	80% of the approved amount, after deductible
Diagnostic Services a rider OCSM 24 for specific language	100% of the approved amount, up to 24 visits per calendar year covered through participating providers only (Message Therapy is not covered; other modalities such as cold packs, traction, etc are covered through Physical Therapy only)	
Insulin Diabetes Management Program	100% of the approved amount	80% of the approved amount, after deductible
Outpatient Physical, Speech and Occupational Therapy (provided for rehabilitation)	100% of the approved amount	80% of the approved amount, after deductible Note: outpatient Physical Therapy is not covered at non participating facilities
Portable Medical Equipment, Prosthetic and Orthotic Appliances		100% of the approved amount at participating providers only
Private Duty Nursing		100% of the approved amount; participating providers only
Hearing Aids - audiometric exam, hearing aid evaluation, conformity test	100% up to the scheduled amount once every 36 months (hearing aids covered up to maximum of \$1,402 per ear)	Not Covered
Medical Case Management	Included	Included
Healthy Expectations - Prenatal Information Program, NurseLine - Health Information Helpline	Included	Included
<b>Prescription Drugs (see attached Pharmacy rider)</b>		
Purchased at a Pharmacy	Co-payment: \$10 generic/\$20 brand name	80% of the approved amount, after deductible
Mail Service	\$2 co-payment	80% of the approved amount, after deductible

Choices II PPO - requires you to select a doctor in the PPO Network to receive in-network benefits.  
 Flexible Blue/Community Blue PPO - requires you to select a doctor in the PPO Network to receive in-network benefits.