















SUPPORT • FACILITATE • COLLABORATE

AGREEMENT

Between the Bay-Arenac ISD Board of Education and the Bay-Arenac Education Association-MEA July 1, 2024 through June 30, 2027

Index

AGREEMENT	2
WITNESSETH	2
ARTICLE I RECOGNITION	2
ARTICLE II RIGHTS OF THE ASSOCIATION AND BARGAINING UNIT EMPLOYEES	3
ARTICLE III MANAGEMENT RIGHTS CLAUSE	4
ARTICLE IV VOLUNTARY PAYROLL DEDUCTIONS	5
ARTICLE V INSURANCE	5
ARTICLE VI WORKING CONDITIONS	9
ARTICLE VII VACANCIES AND PROMOTIONS	10
ARTICLE VIII SENIORITY	13
ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE	14
ARTICLE X CONFERENCES / PROFESSIONAL DEVELOPMENT	17
ARTICLE XI TERMINATION PAY	18
ARTICLE XII GRIEVANCE PROCEDURES	19
ARTICLE XIII EMPLOYEE PERSONNEL FILE	20
ARTICLE XIV EMPLOYEE COMPENSATION	20
ARTICLE XV CALENDAR	22
ARTICLE XVI NEGOTIATION PROCEDURES	24
ARTICLE XVII MERIT PAY	24
ARTICLE XVIII STAFF EVALUATION	25
ARTICLE XVIV DURATION OF AGREEMENT	30
APPENDIX A MEDICAL BENEFIT COVERAGE	31
APPENDIX B DENTAL BENEFIT COVERAGE	41
APPENDIX C VISION BENEFIT COVERAGE	42
APPENDIX D SUPPLEMENTAL CONTRACT	44
APPENDIX E GRIEVANCE PROCEDURE TIMELINES	46
APPENDIX F GRIEVANCE FORM	47
APPENDIX G SALARY SCHEDULE	49
Signature Page	58

AGREEMENT

This Agreement is entered into this 1st day of July 2024, by and between the Board of Education (the "Board") of Bay-Arenac Intermediate School District (the "ISD" and the District), in the County of Bay, Michigan, and the National Education Association/Michigan Education Association (the "Association"), through its local affiliate, the Bay-Arenac Education Association, NEA/MEA (the "Bargaining Unit").

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

WITNESSETH

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

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

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

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

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

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Public Act 379 of 1965, for all Employees employed or to be employed during the term of this Agreement. Such representation shall cover all Employees whose role or function relates to Special Education and General Education Social Workers and Psychologists and generally requires a minimum of a four (4) year college degree and which is normally performed by certified or Special Education personnel; such as Board Certified Behavior Analyst (BCBA) School Psychologists, School Social Workers, Speech Pathologists, Teachers and Consultants for the Emotionally Impaired, Cognitively Impaired, Severely Multiply Impaired, Autistically Impaired, Visually Impaired, Hearing Impaired, Learning Disabled and Early Childhood Developmentally Delayed, Occupational Therapists, Physical Therapists, School Nurse, Music Therapist, Transition Coordinator, Curriculum Coach, Transition Coach/Vocational Assessor, Transition Coach, Project Find Coordinator, Early On Coordinator, Build Up Michigan Coordinator, Early Childhood Specialists, Assistive Technology Coordinator and Orientation and Mobility Specialist, Inclusion Support Specialist and Special Education, Vocational Evaluator or Teachers of other MDE.
- B. Approved Special education eligibility categories. Employees not listed may be added upon mutual agreement of the Association and the Administration.
- C. This representation shall also include Employees whose role or function relates to Special Education, and is a graduate of an accredited school of nursing and has current registration with the State of Michigan or a graduate of a Physical Therapist Assistant Associates Degree Program accredited by the Commission on

Accreditation in Physical Therapy Education (CAPTE) or has completed an educational program approved by the American Occupational Therapy Association, and has completed supervised fieldwork experience, and has passed a national certification examination to be a Certified Occupational Therapy Assistant (COTA). These Special Education personnel shall be known as Registered Nurses, Physical Therapist Assistants and Certified Occupational Therapy Assistants.

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

F. EMPLOYEE STATUS

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

ARTICLE II RIGHTS OF THE ASSOCIATION AND BARGAINING UNIT EMPLOYEES

- A. Pursuant to Public Act 379 of 1965, the Board agrees that Employees shall have the right to freely support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or to refrain from such activities. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights or laws of Michigan, or the Constitutions of Michigan and the United States that it will not discriminate against any Employees with respect to hours, wages or any terms or conditions of employment by reason of their membership or non-membership in the Association, their participation or non-participation in any lawful activities of the Association or collective bargaining with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Any individual Employee contract shall be made expressly subject to this Agreement.
- C. Upon obtaining the advance approval of the Superintendent/Designee, the Association and its representatives shall have permission to use office facilities and equipment without charge when such equipment is not otherwise in use. Any damage to such equipment while being so used will be paid for by the Association.

- D. The private and personal life of any Employee including their religious or political activities or lack thereof shall not be grounds for any discipline or discrimination with respect to the Employee's professional employment, unless the Employee's conduct adversely affects ISD operations.
- E. The Board and the Association have the right to information necessary to carry on collective bargaining and to administer the Agreement. Original records may be examined only at the offices of the ISD.
- F. The Superintendent/Designee will advise the Association of any new or major revisions in educational policies, which are proposed or under consideration and the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.
- G. Copies of this Agreement will be available online and shall be duplicated at the expense of the ISD and presented to new Employees only.
- H. A non-tenure ancillary Employee may request to have present one representative of the Association of their choice when being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present, provided that no delay extends beyond three (3) business school day or longer with mutual agreement.
- I. Any disciplinary action of an Employee must commence within thirty (30) calendar days after the alleged infraction or delinquency is known by the Superintendent/Designee.
- J. Except for non-tenure ancillary probationary Employees, no non-tenure ancillary Employee will be disciplined or discharged without just cause and due process. The standard for tenure teachers is not for arbitrary and capricious and only as provided in the Teacher Tenure Act. All information forming the basis for any disciplinary or discharge action shall be made available to the non-tenure ancillary Employee.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

- A. The Board, on behalf of the ISD, retains and reserves without limitation, all power, rights, authority, duties and responsibilities vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the forgoing, the right:
 - 1. To hire all Employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such Employees in accordance with the Articles contained in this Agreement.
 - 2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of Employees.
 - 3. It is further recognized that the exercise of said powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this Agreement.
 - 4. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - 5. Continue its rights, policies and practices of direction of its personnel and determine the number of personnel.

- 6. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
- 7. Adopt rules and regulations.
- 8. Determine the qualifications of Employees as provided by law.
- Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
- 10. Determine the placement of operations, production, service, maintenance or distribution of work.
- 11. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 12. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- 13. Determine the policy affecting the selection, testing or training of Employees.
- 14. To establish course of instruction and in-service training program for Employees and to require attendance at any workshop, conference, etc. by Employees including special programs.
- 15. To determine and re-determine job content.

ARTICLE IV VOLUNTARY PAYROLL DEDUCTIONS

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

ARTICLE V INSURANCE

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

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu), their spouse and eligible dependents, toward the Association's preferred insurance plan(s) in a combined monthly amount not to exceed the maximum monthly amounts of the State of Michigan determined hard cap paid by the District

per eligible Employee for the plan year from January 1 through December 31. The ISD's contribution shall be the hard cap paid on a twelve (12) month basis, as provided in the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011 (PA152).

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

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

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

- C. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- D. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in Section B.
- E. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the first of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make Health Care deduction of any amounts due from the Employee's wages, above the Board's hard cap and shall be held harmless from any liability arising from the deduction.

- F. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for Employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- G. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days. (COBRA).
- H. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The Board shall pay per month as follows:
 - \$450 Per month Cash in Lieu when 25 or more BAEA Employees sign up for Cash in Lieu.
 - \$350 Per month Cash in Lieu when 1-24 BAEA Employees sign up for Cash in Lieu.
 - Or one-half (1/2) of the Board's monthly hard-cap contribution for a single subscriber per month (whichever is greater) through the District's Section 125 plan.

The number of participants will be determined at the start of the insurance year during open enrollment and will not change until the next benefit year. The amount identified above, in accordance with the number of participants, will be the amount of Cash in Lieu eligible employees shall receive for the remainder of the insurance year.

- Employees are advised that they may have a right to convert their life insurance policy, and that the
 Employee must make application to the life insurance carrier within 31 days of any termination of their
 employment.
- J. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation

Should an Employee resign or retire at the end of the school year and they have completed their duties in accordance with the collective bargaining agreement for that school year, Board-paid insurance premium contributions shall be available and continue through August 31, of the year they resign or retire if the Employee so chooses. The Employee will still be responsible for their portion of the health insurance premiums if they continue to receive insurance in July and August. Should they choose not to have health insurance with the District or if they do not wish to continue with health insurance, they will receive cash in lieu for July and August.

Employees who retire have the option to continue their health insurance in which the Board will continue to pay the Board-paid premium, and the Employee will pay their portion of the premium for July and August.

- K. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder, or third-party administrator.
- L. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. Failure

to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation).

- M. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on their behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- N. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the first day of their employment. Those Employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the ISD). The health care plan specifications set forth in this Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.
- O. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each calendar year. The Board shall be the policyholder.
- P. The Board will provide Dental Coverage pursuant to Appendix B.
- Q. The Board will provide Vision coverage pursuant to Appendix C.
- R. In the event that an Employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefits shall continue throughout the balance of the school year,
- S. Coverage will begin September 1, or at the date of the employment and continue through August 31 of the year employed.
- T. In the event an Employee is dismissed, the Employee's hospitalization will not be paid after 30 (thirty) calendar days from their dismissal.
- U. In the event an Employee dies, the Employee's health benefits will continue for enrolled family members for a period of 30 (thirty) calendar days.
- V. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XIV, shall not receive benefits. Employees who are contracted to work fifty percent (50%) or more may apply for major medical insurance per Section B of this Article. The Employee will share in the cost of the premiums on a pro-rata basis of their contracted days to the days contracted for a full time Employee. If an Employee elects this option, the Board shall have the right to make deduction of such amounts from the Bargaining Unit Employee's wages.
- W. Employees who work fifty percent (50%) or more will receive the life insurance benefit provided in Section A of this Article.
- X. The Board will continue insurance protection to Employees on layoff status for a period of two (2) calendar months after the layoff.

Y. If an Employee chooses a high deductible health plan (HDHP) as their medical insurance plan and the annual premium is lower than the yearly hard cap allocation, the Board will contribute the difference of that Employee's health savings account (HSA). Half will be deposited into their HSA account in January, with the remaining balance deposited into their HSA account in June.

ARTICLE VI WORKING CONDITIONS

- A. The administration shall ensure that safe and adequate facilities are provided for ISD Employees. BAISD will follow all board policies as they relate to threatening behavior toward staff.
- B. The ISD will reimburse an Employee up to \$ 300 total replacement cost for personal items such as clothing, or other personal property lost or damaged on the job that is not caused by the Employee's negligence and not covered by the Employee's insurance. Requests for reimbursement must be submitted within thirty (30) days and a receipt may be required.

The Board will reimburse up to \$500 replacement costs for damage of eye glasses sustained while in the line of duty unless the Employee's negligence contributed to or directly caused the loss or damage of the glasses.

- C. The ISD will provide up to three (3) paid days to an Employee if the workmen's compensation doctor writes the employee off as a result of an on-the-job injury and the three (3) days used shall not be deducted from the Employee's paid leave allowance.
- D. The Board will provide legal counsel if the Employee is complained against, assaulted or sued by reasons of their actions while on the job or is performing any job related work, provided the Employee is performing in a professional manner as described in the Michigan Department of Education's Professional Educator's Code of Ethics.
- E. When conditions not within the control of ISD authorities cause constituent districts to close, the respective ISD Employees serving or assigned to a center program housed in a building in those districts shall not report to work unless said day has been scheduled as a non-instructional day. Such Employees shall receive their regular pay on their normal pay dates.

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

- F. The administration may call in-service and information meetings to be attended by all Employees. Such meetings will be held to a reasonable time. Prior notice of two (2) calendar days shall be provided whenever possible. Emergency meetings may be called without prior notice.
- G. Employees who can demonstrate they have been scheduled for excessive amounts of meetings outside their regularly scheduled work hours will work with administration to review the data. If excessive time has been agreed upon and identified administration will work with local district administration to establish a reasonable amount of time spent on after school meetings.
- H. Employees who drive their personal automobiles in the course of their work shall be paid according to mileage rates of the Internal Revenue Service.

Both parties recognize the importance of being consistent with non-tenure ancillary Employee's caseloads
to the greatest extent possible. The association and the District will follow the process for caseload analysis
as listed below.

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

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

ARTICLE VII VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in the Bargaining Unit shall occur, the Board shall send an email notice of and post the position internally and externally on the ISD's website for ten (10) working days prior to filling the position. The notice shall contain a job description, qualifications and proposed salary.
- B. Employees interested in such vacancies shall notify the Superintendent/Designee in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the ISD, and relevant factors of the candidates.
- C. The Board reserves the right to make the final assignment.
- D. No Employee shall be assigned outside the professional discipline, i.e., Teacher, Social Worker, School Psychologist, Occupational Therapist, Speech Therapist, Physical Therapist, etc., for which they were hired,

without their consent, unless they hold dual certification or licensing in more than one professional discipline or their position was eliminated and there is a current opening that aligns with their certification.

E. The Association will be notified within five (5) days of the District becoming aware of all temporary vacancies and long-term absences as they occur. The Association will be required to sign each contract and receive a copy.

An internal posting for Supplemental Contract positions will be made to the Bargaining Unit Employees for a 72-hour period prior to the assignment of the position to assure that all qualified Employees have an opportunity to designate to administration an interest in the additional contract. In choosing a Bargaining Unit Employee for a Supplemental Contract the following will be considered, the most senior, their certification, and their qualifications along with the following:

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

Additionally, Ancillary Employees will not be allowed to take more than 25 additional students at one time. An Ancillary Employee may have more than one (1) Supplemental Contract but the total of students per supplemental contract may not exceed 25 students. The Association will be required to sign each contract and receive a copy in accordance with the Letter of Agreement Appendix D of June 2021 between the ISD and the Association.

F. Department Chair and School Improvement Committee members will be chosen on a strictly voluntary basis and will not be considered supervisory personnel. Further, Employees who volunteer for this role will not be evaluated on their performance while conducting duties related to these positions.

A maximum of one (1) Department Chair will be appointed for the following departments: speech language pathologist, school psychologist, physical therapist, occupational therapist, and school social worker. School Improvement Committee members will be appointed for the following departments to include at a minimum two (2) representatives from: a MOCI classroom, an EI classroom, an ASD classroom, and an SCI classroom for a total of ten (10) representatives. Representatives must be knowledgeable about center-based curriculum and assistive technology.

Age ranges of the classrooms the teacher teaches may also be a consideration when choosing interested candidates. Team members can include curriculum specialists and assistive technology specialists. A maximum of ten (10) School Improvement Committee members will be chosen to serve on this committee.

Each staff member chosen to be a Department Head or to participate on the School Improvement Committee will serve one (1) year at a time. Each year a new representative will be appointed. If the current Department Head or School Improvement Committee members are interested the following year, without interest from new participants, they may serve more than one (1) year.

Working Conditions for Department Chair:

- 1. Meets with Director, Monitor, and/or MICIP team to examine department progress on state and ISD improvement goals
- 2. Works with the Director and/or Monitor to develop departmental meeting agenda items related to work related to general and state monitoring and data
- 3. Presents information from general and state monitoring discussions and MICIP meetings to departments/staff, as needed
- 4. Facilitates department meetings, including managing sign ins, room reservations, and invitations
- 5. Supports the vision of the ISD in a way that motivates staff to be innovative and positive agents of change
- 6. Assists in development of procedural changes/updates, and the communication and training plan for those changes
- 7. Supports and takes on and active role in professional development and regular collaboration with other educational entities and departments
- 8. Submits collective purchase order needs such as testing protocols and equipment
- 9. Participate in MICIP (school improvement) curriculum meetings, data collection, and improvement planning.
- 10. Applies federal and state special education laws and regulations to professional decision-making
- 11. Assists ISD administration with input on larger scale discussions when needed
- 12. Work related to these tasks is completed outside of regular calendar hours

Employee Compensation for Department Chair:

- Employees will work 25 additional hours outside the regular school year contractual hours.
- Compensation will be provided on hours worked outside the regular school year contractual hours. A portion of the time allotted may be completed over the summer.
- Employees compensation will be \$2500 for working all 25 hours and will be paid out in June of each year.
 Employees' compensation will be prorated by \$100 for any hour not worked toward the 25 hours. This compensation will be subject to all normal payroll withholdings (MPSERS, FICA, etc.).

- Employees will be required to keep a log of date, time, and activity worked on. Each log must be signed by the Director of Special Education prior to payment. The signed log will be kept on file in the special education department.
- The Director of Special Education will communicate with the Business Office to identify who will be paid.

Working Conditions School Improvement Committee Members will actively assist in:

- 1. Preparation and evaluation of the school improvement plan
- 2. Developing, overseeing, and evaluating the effectiveness and impact of the plan each year
- 3. Setting clear and achievable goals and targets
- 4. Collaborating on ways to achieve the goals and needs of the school.
- 5. Monitoring and adjusting action plans to better address student needs
- 6. Evaluating and reviewing the effectiveness of the action plans
- 7. Reporting information to parents and central office

Employee Compensation School Improvement Committee member:

- Employees will attend ten (10) additional hours outside the regular school year contractual hours.
- Compensation will be provided on hours worked outside the regular school year contractual hours. Employees compensation will be \$1000 for working all ten (10) hours and will be paid out in June of each year. Employees' compensation will be prorated by \$100 for any missed meeting. This compensation will be subject to all normal payroll withholdings (MPSERS, FICA, etc.).
- Each Employee must sign in and out of each meeting. The Employee must attend and stay the entire length of all meetings. Each attendance sheet must be signed by the Director of Special Education prior to payment. The signed log will be kept on file in the special education department.
- The Director of Special Education will communicate with the Business Office to identify who will be paid.

ARTICLE VIII SENIORITY

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

- A. Seniority will be defined as the period of continuous employment in the Bargaining Unit, including periods of layoff, paid leaves, and unpaid leaves provided for in Article IX of this Agreement. When a Bargaining Unit Employee is recalled from layoff, the Bargaining Unit Employee's seniority will remain as if he/she had continued in the employ of the Board. The Bargaining Unit Employee will be placed on the next salary schedule step from the one he/she was on when laid off. If additional education, teaching experience, or work in their specialty area had been attained during the layoff period, provided the experience meets State of Michigan requirements, the Bargaining unit Employee will receive credit for it per Article XIV ¶D of this Agreement.
- B. In the event more than one (1) Employee has the same seniority date, placement on the seniority list will be determined by the last two (2) digits of the affected Employees' social security numbers with the person having the highest number being ranked highest on the seniority list. Objections shall be filed within twenty (20) days after the posting of the seniority list. Thereafter, the list shall be conclusive.

- C. All seniority is lost when employment is terminated by resignation, retirement, or discharge. An Employee on layoff who refuses an offer from the ISD for a position for which the Employee is certified, qualified, and/or licensed, or fails to respond within ten (10) work days to a Registered Letter of Offer of Position from the ISD, shall cause termination.
- D. In the event the Board finds it necessary to reduce its Bargaining Unit Employees because of changes in student population, program/service discontinuance, or reductions in financial resources, the Association will be notified in writing at least sixty (60) calendar days in advance of such reductions. Prior to the above notification, the Administration and Association representatives will meet to discuss the effects on programs and staffing the reductions will have.
- E. The certification, approval (MDE or similar regulatory agency), and qualifications of a Bargaining Unit Employee to be recalled shall be those on file with the ISD at the time that the recall opportunity is identified by the ISD and the recall notice is issued.
- F. When a reduction in Bargaining Unit Employees occurs, Bargaining Unit Employees who are subject to this reduction shall be laid off according to the following criteria and procedures:
 - 1. The ISD shall determine reductions by programs/service area and shall notify the affected Employee(s) and Association per ¶D of this Article.
 - 2. Where a Bargaining Unit Employee is identified for reduction, layoff will be based upon all elements of the Employee's evaluation, qualification, discipline, seniority, attendance, and other relevant factors/training/accomplishments or as it relates to MCL 380.1248.
- G. The certification, approval (MDE or similar regulatory agency), and qualifications of a Bargaining Unit Employee to be recalled shall be hose on file with the ISD at the time that the recall opportunity is identified by the ISD and the recall notice is issued.

ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE

A. Sick Leave:

- 1. Sick leave with pay shall be granted annually to all Employees of the ISD
- 2. Sick leave of twelve (12) days per year accumulating up to 160 days and three (3) personal days shall be granted annually.
 - a. Upon depletion of the Employee's, personal days, sick leave, and/or FMLA leave an Employee may apply to the Board for a supplemental leave.
 - b. When taking personal days or sick leave, an Employee is to notify the appropriate worksite office as early as possible on the day of absence or prior to the day that the Employee will be absent. The Employee will complete the required absence forms within the two-week payroll period in which the personal day or sick day was taken.
 - c. The Superintendent/Designee may require a doctor's statement for the use of any or all subsequent sick days once an Employee has been notified of suspected abuse.
 - d. The personal days or sick leave register shall be available to designated representatives of the Association.

- e. Usage of personal days or paid sick leave for care of the Employee's family that is not covered by the Family and Medical Leave Act of 1993 (FMLA), shall be a maximum of twelve (12) weeks, personal days, or sick days per year, unless otherwise approved by the Superintendent/Designee. Employees who apply for and are approved to provide care for a family member as defined by the FMLA shall use some or all of their available paid leave as described in Article IX D 6.
- f. When a day(s) has been prescheduled for sick time and/or personal time and the work site is closed, the day(s) will be reinstated to the Employee's cumulative total.
- g. Employees who are contracted to work less than one hundred percent (100%) of the normal contract year as defined in Article XV, shall receive sick time that is prorated based on the date they are hired. The District shall use the sick day allowance described in Section 2. A. of this Article. The Employee will receive that proration of sick leave allowance on the day they begin employment.
- 3. If an Employee is absent due to illness or injury compensable under the Michigan Workers' Disability Compensation Act, he/she shall have the option to receive the difference between the Employee's regular daily wages and the amount received as Workers' Compensation Benefits, with the differential to be deducted from the Employee's accumulated sick leave. (For example, if Workers' Compensation pays 60%, sick leave will pay 40% of the Employee's daily rate and the Employee's sick leave accumulation shall be charged 0.4 of a day for each day so used). In order to exercise this option, the Employee shall submit a signed request to that effect to the Board.

B. Leaves of Absence:

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

compensated the difference between the Employee's regular pay and the pay provided by the military service for those fifteen (15) days. The Employee must submit a copy of their military pay stub to be compensated the difference.

- 7. The Board grants three (3) days per school year for personal days. Notification for use of personal days must be submitted to the administration prior to the planned absence, unless in cases of emergency. At the end of the school year, any unused personal days above three (3) left in the personal day bank will then be rolled over into sick leave bank up to a maximum of 160 days.
 - a. Employees who are contracted to work less than fifty percent (50%) one hundred percent (100%) of the normal contract year, shall receive personal time that is prorated based on the date they are hired. The District shall use the personal day allowance described in Section 2. A. of this Article. The Employee will receive that proration of personal days allowance on the day they begin.

8. Maternity, Foster Care, and Adoption Leaves

- a. Maternity leave, Foster Care and adoption will be granted upon request to eligible Employees. This leave may be taken as follows:
 - Employees will be eligible to use up to all of their accumulated sick days, and/or
 personal days up to 12 weeks. Use of accumulated sick days and personal days will
 no longer be in just the first 6-8 weeks but for the total length of the Employee's
 FMLA leave if eligible.
 - 2. For those that do not qualify for FMLA a leave of absence without pay up to sixty (60) school days to be taken within the school year.

C. Leaves of Absence Without Pay:

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

return. The Employee shall be placed on the salary schedule at the step they were last placed at the point where they took the leave of absence.

D. Family Medical Leave Act (FMLA):

- 1. The ISD agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
- 2. The twelve (12) week allowance referred to in the FMLA will be based on a "fixed" 12-month period, each time an Employee takes FMLA leave, their 12-month period would reset at the beginning of each new school year.
- 3. As prescribed and required by the FMLA, the ISD will provide insurance benefits as per Article V of this Agreement.
- 4. If an Employee does not return to work after the leave, any co-payment for fringe benefits owed the ISD shall be deducted from any severance pay to which the Employee is entitled, as provided by the FMLA.
- 5. Before allowing any leaves for medical purposes under FMLA, the ISD may require the Employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from an ISD-appointed physician. Any second and/or third opinion will be paid for by the ISD, if not covered by insurance.
- Any paid leave provided for in this Agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under this Agreement must be exhausted before the Employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA).
- 7. FMLA leave must be applied for. Application (in Fiscal Year Information) should be completed and approved prior to leave whenever possible.

ARTICLE X CONFERENCES / PROFESSIONAL DEVELOPMENT

- A. The ISD and the Association shall meet annually to discuss a professional development calendar.
- B. Conferences: Two (2) days per school year may be granted for attendance at conferences in the area of specialty with advanced written approval from the Special Education Administration. Additional days may be granted upon approval by the Director of Special Education. Conferences occurring on non-work days (i.e., Saturday, Sunday, holidays, recess, etc.) may be counted as a conference day, professional development day, or either. Employees required to attend a conference or professional development opportunity related to their current position, which takes place on non-work day, will receive pay equivalent to their hourly rate for the hours they participated in the conference. The Special Education/Early Childhood Director must deem this attendance mandatory. Bargaining Unit Employees can choose between receiving the stipend or taking release time from work for the hours they attended the conference. Pay for the hours the Employee attended the conference will be paid in the subsequent pay period after submitting a timesheet indicating the number of hours or days attended. If the Employee opts for release time, it must be taken within the same pay period as the conference. The hours the Employee takes as release time will be the number of hours the employee attended the conference. If the employee does not submit a timesheet within the subsequent pay period window, they will not be paid until the pay period they submitted the timesheet. If the employee chooses to use release time, the release time must be prearranged with the Supervisor before attending the training.

- 1. Once a conference/workshop attendance request has been received by the Special Education Administration it will be added to the next Supervisors agenda or the agenda approximately thirty (30) days prior to the conference/workshop registration deadline. It will be evaluated using the Guidelines for Professional Development Approval. Employees will be notified of the decision by email within five (5) business days. The email will include a scan of the original request with a copy sent to the Bargaining Unit President. Denials will include a copy of the Guidelines for Professional Development used to evaluate the request.
- 2. When an Employee wishes to be a presenter or keynote speaker they will fill out a conference/workshop request form and submit for prior approval from their supervising Director. Approval or denial will be received by email within fifteen (15) days of request.
- C. The following amounts will be reimbursed for Bargaining Unit Employees who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.
 - 1. Registration All conference registration fees will be paid in full.
 - 2. Transportation All mileage will be paid at the current IRS rate. If two (2) or more Employees attend the same conference, mileage may be shared if more than one (1) vehicle is used. If an Employee attends an out-of-state conference, transportation costs will be paid per Board policy.
 - 3. Meals Per Diem rates may be adjusted to reflect IRS regional rates. Alcohol will not be reimbursed.
 - 4. Lodging Actual expenditures for a standard single room, with receipts, per Board policy, excluding gratuities, room service, and personal expenses.

ARTICLE XI TERMINATION PAY

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

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

Any Employee that notifies the Board of their intent to retire or terminate employment at the end of the school year, except for disciplinary reasons, by March 1st of that school year will receive (\$ 100) per day for a maximum of 160 days.

ARTICLE XII GRIEVANCE PROCEDURES

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

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

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

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

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

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

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

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

ARTICLE XIII EMPLOYEE PERSONNEL FILE

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

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

ARTICLE XIV EMPLOYEE COMPENSATION

The basic salaries of Employees covered by this Agreement are set forth in Appendix G which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods. Increase will be paid on salary earned after July 1 of each fiscal year. Step advancement will take place at the beginning of the 2024-25 school year and each school year thereafter, and each year thereafter until the advancement on the schedule is exhausted or unless negotiated differently in the successor agreement.

At the beginning of the 2024-25 school year, Appendix G Salary Schedule will reflect the salary schedule as agreed to by Association and the District and be increased by 5% over the 2023-2024 school year salary schedule.

At the beginning of the 2025-26 school year, Appendix G Salary Schedule will be increased by 4% over the 2024-25 school year salary schedule.

At the beginning of the 2026-27 school year, Appendix G Salary Schedule will be increased by 3% over the 2025-26 school year salary schedule.

- A. An Employee's hourly rate shall be determined by dividing the annual salary by 1295.
- B. Any reimbursement for instructional and/or case load responsibilities beyond the regular school day will be a daily hourly rate derived by dividing the regular annual salary by 1295.
- C. In placing new Employees on the salary schedule, credit for previous experience in area of specialty will be given.
- D. Advancements (from .64 to .75, .75 to BA, BA to BA+15, BA+15 to BA+30/MA, BA+30/MA to MA+15, MA+15 to MA+30, and MA+30 to MA+60/PhD/DPT/EdS or equivalent) on the salary schedule shall become effective on the first pay period following submission of evidence by the Employee of successful completion of required academic or professional courses to the Superintendent / Designee.

- E. Credits not in a planned program leading to degree or endorsement in an educational program from an accredited college/university will require prior approval of the Superintendent before course completion for course to count toward advancement on the salary schedule.
- F. Bargaining Unit Employees that have earned a Master Degree that required forty-five (45) or more credits to attain their license/certificate will be appropriately placed on either the MA+15, MA+30 or MA+60 salary schedule lane depending on total credits earned above forty-four (44).
 - Social Workers who graduate with a MSW and have graduated from an advanced standing program will be considered for the MA +30 salary category.
- G. The Board will reimburse Employees for education course work tuition, which is relevant to their present position at \$1,000.00 per year. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.
 - If a student loan reimbursement grant becomes available in succeeding years, the District will apply for the grant, if the monies are eligible for ISD employees as directed by the grant authorizing agent.
- H. Longevity: Eligibility will be based upon years of previous professional experience in the same position held in another public-school system and/or experience in their current professional position in a private institution plus years of service to Bay Arenac ISD. Longevity shall be received on a continual longevity payment based on the schedule given below.

Years of Professional Service	Amount
14-17	\$1500
18-21	\$2000
22-24	\$2500
25-35	\$3000
35+	\$3500

In implementing the above paragraph, the parties do hereby agree that a Bargaining Unit Employees who begin his/her fourteenth (14th) year of professional experience after school starts but prior to the beginning of the second semester, will receive a longevity payment as designated above and continually on the schedule as defined above in succeeding years.

- I. The designated Mentor for uncertified staff or any staff member on a Supplemental Contract for uncertified staff will be the Teacher of Record for that classroom or sign an Individualized Education Plan (IEP) related documents.
- J. Any Bargaining Unit Employees that were employed at Bay-Arenac ISD between the 2011-12 school year and the 2015-16 school year and suffered the loss of compensation as a result of step freezes will begin the 2024-25 school year being placed up to one (1) step as reparation for steps lost in previous years. Those employees already at Step 13 in the 2024-2025 school year and were employed at Bay-Arenac ISD between the 2011-12 school year and the 2015-16 school year, will not receive any step increases for reparation, but will instead receive a one-time stipend of \$1,000.
- K. Any Bargaining Unit Employee's salary who is working on 190 day or 205 day calendar will be calculated based on the daily rate multiplied by the number of day calendar they are following. i.e. 190 day calendar employee on Step 2 Category BA would take the 185 day rate on the salary schedule at that rate \$54,355 and divide it by 185 to obtain the daily rate of \$293.81 and then multiply that daily rate by 190 days to equal \$55,824.

ARTICLE XV CALENDAR

- A. Full time Employees shall serve no more than 185 days except those who participate in Michigan Mandatory Special Education programs outlined in this Article of the contract (birth-3, K-26, SCI/SXI year-round classrooms) Staff days may be adjusted to the calendar(s) of the district(s) in which they serve.
- B. The Board and the Association recognize the need for flexibility in determining schedules that will support children at different special education sites. The contracted day will be the site-based schedule, reflecting the number of hours required by law for pupil instruction, student needs, and other site and programming needs. The Board will include the Association in scheduling decisions.
- C. Any changes to the ISD common calendar, whether for the current school year or future school years, will be presented to the Association prior to publishing changes to the public or to constituent districts.
- D. Starting with the 2022-2023 school year, any Bargaining Unit Employees that were placed in identified 0-3 programs may choose to work either a 185 day contract or a 205 day contract. Full time Bargaining Unit Employees shall work 7.5 hours per day with a 30 minute duty free lunch per day between July 1 and June 30.

The salary schedule shall be found in Appendix G.

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

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

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

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

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

- Federally/Michigan Mandated year-round professional staff will receive one (1) additional personal day for a total of four (4) personal days per year and one (1) additional sick day for a total of 13 sick days per year.
- G. Beginning January 2023, a Committee will be assembled of equal Association representatives and District representatives to develop the calendar as defined in section F.

Compensatory/Flex Time

a. Flex Time may be granted to Bargaining Unit Employees identified by the Association and the District as outlined per the Administrative Guideline found below and incorporated into this agreement:

- b. Compensatory time provides the district with the means to implement short-term flexible or alternative work schedules. Initiation may be at the request of the employee or the employee's supervisor. The following guidelines will enable administrators to utilize compensatory time on a consistent basis, as well as comply with federal statute.
- c. The standard for compensating employees, for hours worked, is one week. Therefore, employees who are scheduled to work in excess of forty (40) hours in the week, will be compensated for those hours at a rate of one and one-half (1-1/2) compensatory hours per hour worked or paid in wages at one and one-half (1-1/2) times the base hourly wage.
- d. The employee and administrator must mutually agree on the method of compensation prior to the scheduled overtime. The method of payment will be compensatory time, or overtime wages.
- e. The administrator must document and maintain a file of the following for a period of three (3) years.
 - The employee's name.
 - The regular work schedule, and the actual work schedule (alterations to the employee's schedule).
 - The method used to compensate.
 - The pay period of compensation.
- f. Compensation for overtime must be paid within the pay period. There are no exceptions to this rule. If an employee is scheduled to work overtime in the first week of the pay period and mutually agrees to compensatory time in lieu of overtime pay, the employee will be granted time off before the end of the pay period. If the employee is scheduled to work overtime in any of the days prior to the last day of the second week or is unable to take compensatory time accrued from the first week of the pay period, the employee must be given time off on the last day of the pay period, or paid in wages.
- g. Flexible work schedules or "Flex Time" is utilized to accommodate emergency or unusual situations. Employees may not "bank" or accumulate hours that go beyond the end of a pay period. Flexible work schedules should be accounted for on a daily basis.
- h. When employees adjust their work schedules for emergency or unusual situations, the adjustments are to be made at the beginning or end of their shift.

RESPONSIBILITIES

A. Employees

- 1. Obtain approval from their administrator to earn and to use compensatory/flex time prior to changing their normal work schedule.
- 2. Discuss and mutually agree with their administrator on the method of payment (compensatory time or overtime wages).
- 3. Appropriately document changes in work schedule.

B. Administrator

- 1. Document compensatory/flex time situations and maintain information for three (3) years.
- 2. Discuss and mutually agree with their employee on the method of payment (compensatory time or overtime wages).

DISTRIBUTION

This procedure is to be communicated to all administrators and bargaining unit representatives via the appropriate organizational chain of command. That can change their work schedule to accommodate services to students with prior approval from their immediate supervisor. are not to be used to replace hours used for emergency or unusual situations.

ARTICLE XVI NEGOTIATION PROCEDURES

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

ARTICLE XVII MERIT PAY

The Board will offer Merit Pay of \$100 per Employee to all Employees who receive an effective rating on their most recent evaluation. The most recent performance evaluation, for Employees not being evaluated in the current year, will be used to determine effectiveness. New Employees who work less than half the school year in the district will receive \$50, as long as they can provide evidence that they received an effective ration on their most recent evaluation.

ARTICLE XVIII STAFF EVALUATION

Teaching Staff Members

With the involvement of teachers, and after collective bargaining, with any collective bargaining representative of teachers and school administrators, the Bay-Arenac ISD board shall adopt and implement for all teachers a rigorous, transparent, and fair performance evaluation system that does at least all of the following:

- (a) Evaluates the teacher's job performance while providing timely and constructive feedback.
- (b) Establishes clear approaches to measuring student growth and provides teachers with relevant data on student growth.
- (c) Evaluates a teacher's job performance, using multiple rating categories that take into account student learning objectives metrics. Student learning objectives must be measured using metrics agreed upon through collective bargaining, if applicable. Beginning July 1, 2024, the performance evaluation system implemented by Bay-Arenac intermediate school district under this section must include the rating of teachers as effective, developing, and needing support.
- (d) Uses the evaluations, at a minimum, to inform decisions regarding both of the following:
 - (i) The effectiveness of teachers ensures that they are given ample opportunities for improvement.
 - (ii) Development of teachers, including providing relevant coaching, instruction support, or professional development. (2) The Bay-Arenac ISD board shall ensure that the performance evaluation system for teachers meets at least all of the following:
- (a) Except as otherwise provided under this subsection, the performance evaluation system must include at least a year-end evaluation for all teachers. The year-end evaluation must meet all of the following:
 - (i) Beginning in the 2024-2025 school year, the year-end evaluation must include locally agreed-on student learning objectives metrics. The student learning objectives metrics must be collectively bargained, if applicable, as determined under subsection (1)(c). Beginning in the 2024-2025 school year, 20% of the year-end evaluation must be based on student learning objectives metrics.
 - (ii) The portion of a teacher's year-end evaluation that is not based on student learning objectives metrics, as described under subparagraph (i), must be based primarily on a teacher's performance as measured by the evaluation tool developed or adopted by the Bay-Arenac ISD board
 - (iii) The portion of a teacher's evaluation that is not measured using student learning objectives metrics, as described under subparagraph (i), or using the evaluation tool developed or adopted by Bay-Arenac ISD must be based on objective criteria.
- (b) The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator, in consultation with the teacher, that would assist the teacher in meeting these goals. For a teacher described in subdivision (c), the school administrator shall develop, in consultation with the teacher, an individualized development plan that includes these goals and training and is designed to assist the teacher to improve the teacher's effectiveness.
- (c) The performance evaluation system must include a midyear progress report for a teacher who is in the first year of the probationary period or who received a rating of minimally effective, ineffective, needing support, or developing in the teacher's most recent year-end evaluation. The midyear progress report must be used as

a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. All of the following apply to the midyear progress report:

- (i) The midyear progress report must be aligned with the teacher's individualized development plan
- (ii) The midyear progress report must include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation and any recommended training identified by the school administrator that would assist the teacher in meeting these goals. At the mid-year progress report, the school administrator shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve the teacher's rating.
- (iii) The midyear progress report must not take the place of a year-end evaluation.
- (d) The performance evaluation system must include classroom observations to assist in the performance evaluations. All of the following apply to these classroom observations:
 - (i) A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson. The items described in this subparagraph must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher.
 - (ii) A classroom observation must be not less than 15 minutes but does not have to be for an entire class period.
 - (iii) There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation shall be scheduled. The second observation shall be scheduled with the teacher, who will be given a 48-hour time range in which the administrator will be in the classroom for an observation.
 - (iv) The school administrator responsible for the teacher's performance evaluation shall conduct both of the observations.
 - (v) Bay-Arenac administration shall ensure that, within 30 calendar days after each observation, the teacher is provided with written feedback from the observation.
- (e) For the purposes of conducting year-end evaluations under Bay-Arenac ISD will use Danielson as the performance evaluation system, the evaluation tools must be used consistently among the schools operated by the district so that all similarly situated teachers are evaluated using the same evaluation tool.
- (f) Beginning July 1, 2024, the performance evaluation system must assign a rating to each teacher of effective, developing, or needing support based on the teacher's year-end evaluation described in this subsection. An evaluation and feedback concerning the evaluation must be provided, in writing, to the teacher being evaluated. However, if a written evaluation is not provided, the teacher is deemed effective.
- (g) A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
 - (i) The teacher worked less than 60 days in that school year.
 - (ii) The teacher's evaluation results were vacated through the grievance procedure described in subdivision (I).
 - (iii) There are extenuating circumstances and the teacher and the school district, agree to designate the teacher as unevaluated because of the extenuating circumstances.

- (h) If a teacher receives an unevaluated designation under subdivision (g), the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.
- (i) Bay-Arenac ISD shall assign a mentor or coach to each teacher who is described in subdivision (c).
- (j) The performance evaluation system must provide that, if a teacher who is not in a probationary period is rated as highly effective or effective on the 3 most recent consecutive year-end evaluations prior to July 1, 2024 or effective after July 1, 2024, Bay-Arenac ISD shall conduct a year-end evaluation triennially instead of annually. However, if a teacher who is not in a probationary period is not rated as effective on 1 of these triennial year-end evaluations, the teacher must again be provided with year-end evaluations.
 - (1) As used in this subdivision, "teacher" means that term as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71. The performance evaluation system must provide that, for a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, and is rated as needing support on a year-end evaluation, the following options must be made available to the teacher:
 - (i) The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
 - (ii) If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.
 - (iii) If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:
 - (A) The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
 - (B) The arbitrator must have the authority to issue any appropriate remedy.
- (k) The school district shall provide training to teachers on the evaluation tool or tools used by the school district, in its performance evaluation system and on how each evaluation tool is used. This training may be provided by a school district, consisting of 2 or more of these.

- (1) By not later than September 1, 2024, and every 3 years thereafter, each individual who conducts an evaluation under this section or section 1249b shall complete a rater reliability training provided by the school district. The training must include at least all of the following:
 - (a) A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
 - (b) Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.
 - (c) Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - (d) Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
 - (e) Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.
 - (1) As used in this section:
 - (a) "Student learning objectives" means measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students.
 - (b) "Teacher" means, except as otherwise provided in this section, an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed, or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.

Itinerant Staff Members

The plan identified in this document is specific to the process that will take place to evaluate itinerant staff members employed at Bay-Arenac ISD.

The process described in this document will not occur for anyone with a teaching

certificate. Those staff will follow all aspects of the teacher evaluation law unless they provide documentation that they no longer hold a teaching certificate. The original evaluation plan below was created as a result of combined meetings between Bay Arenac ISD Special Education Administration and BAEA representatives from each of the itinerant in 2015. The District's plan will be reevaluated each year as we learn more about what has been effective and what can be improved. In 2023 district administration and BAEA union leadership agreed to change the evaluation frequency and need for impact on student learning (student growth).

Evaluation Process

All itinerant staff members in their first (1) year of employment with the District will be evaluated. Once itinerant staff members have worked for Bay-Arenac ISD for one (1) year and have been rated as effective or highly effective on all elements of the rubric, they will be evaluated every three (3) years thereafter, unless the evaluatee requests an evaluation more frequently. If it is deemed necessary by an administrator that an itinerant employee be evaluated more frequently due to the need for improvement, the employee will be notified verbally and in writing with the reason why from their administrator. For the 2023/24 school year, itinerant staff members will be split up by supervisor according to who was evaluated last year. For example, if they were evaluated in the 2022/23 school year, they will not be evaluated for three (3) school years. If they weren't evaluated in 2022/23, they will be evaluated in 23/24 and then again in three (3) years.

Evaluation Time and Frequency

Itinerant staff shall be formally observed two (2) times per school year. Each observation will be a minimum of 15 minutes long (one scheduled and one unscheduled). An observation may include but is not limited to:

- In the case of an observation during a student evaluation, the staff member will have the REED and any
 other important information available for the administrator.
- In the case of an observation during an IEP meeting, the staff member will have the PLAAFP statement, data
 collection sheets, progress on goals and objectives, and any other information used to create the IEP
 available for the administrator.
- For observations during therapy sessions, staff members must have the lesson plan or IEP goal/objective available for the supervisor to review. This includes having the lessons, goals/objectives, or plans available for unscheduled observations. Special education administrators shall ensure that within 30 days of each observation, the staff member is provided with feedback from the observation. Special education staff shall have the opportunity to participate in a post-observation conference in which the special education staff can discuss the elements of the observation with the evaluator. If a staff member receives a minimally effective or ineffective rating on their year-end evaluation, they will go back to yearly evaluations until the time in which they receive effective or highly effective on three (3) consecutive evaluations.

Evaluation Instrument – Performance Criteria

The Bay-Arenac ISD evaluation rubric is specific to each itinerant group. Each rubric was created with a member of the Bay-Arenac ISD Administration and one or more representatives from the specific itinerant group. The rubrics were developed using nationally recognized therapy rubrics. Each domain contains specific components that define a specific aspect of the domain. Components are distinct yet, related to each other. Components are further refined into elements that focus more on the component. The strength of this model lies in the potential to assess the special educator's performance on each component. Overall, the domains provide the basis for a rubric-based evaluative document.

Levels of Performance

Each element of a component has Three levels of performance: effective, developing, and needing support. The levels range from describing itinerants who are still striving to master the rudiments of their area (needing support) to highly accomplished professionals who are able to share their expertise (effective).

Effective - Staff members at this level are masters in their content area and contribute to the field, both in and outside their school. Their classrooms/offices operate at a qualitatively different level. The staff member clearly understands the concepts underlying the component and implements them well. Most experienced, capable special educators will regard themselves and be regarded by others as performing at this level. A proficient staff member is a very good educator.

Developing - The staff member appears to understand the concepts underlying the component and attempts to implement its elements. But implementation is sporadic, intermittent, or otherwise only partially successful. Additional reading, discussion, visiting other staff members, and experience (particularly supported by a mentor) will enable the staff member to become proficient in this area. This level is minimally competent for supervision or evaluation - improvement is likely with experience, and little or no actual harm is done to students.

Needing Support - The staff member does not yet understand the component's concepts. Working on the fundamental practices associated with the elements will enable the staff member to grow and develop. There is a serious question as to whether or not learning is occurring.

Individualized Development Plan

Itinerant staff members will have an Individualized Development Plan (IDP) for the first year of employment. A midyear progress report will be completed for any staff member in their first year with BAISD. The mid-year progress report will be based at least in part on the following:

- 1. alignment with the staff members' individualized development plan
- 2. specific performance goals for the remainder of the school year
- 3. therapy room/classroom observations to assist in the performance evaluation
- 4. Discipline

Evaluation Requirements

The following areas will be documented in Standards for Success for all staff members being evaluated:

Self-Evaluation - This will be done within the Standards for Success system each evaluation year. This will be completed to assist in developing professional goals for the following year.

Professional Goals - Each evaluation year, itinerant staff will create 2 professional goals based on the results of their self-evaluation. This will be completed within the Standards for Success system.

Disciplinary action - Any disciplinary action will be documented in the final year-end evaluation.

Evaluation Content - Evidence of student growth will no longer be required. Growth on IEP goals and objectives, evidence that eligibility criteria have been followed, participation in the child study process, and completion of progress track will still be reviewed as part of the evaluation process.

ARTICLE XVIV DURATION OF AGREEMENT

The Agreement shall be effective as of the date of approval by the parties, and shall continue in effect until the 30th day of June 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

3 year agreement 2024-2025, 2025-2026, 2026-2027.

MESSA Choices Medical plan highlights

APPENDIXA Medical Benefit Coverage



Effective Date: 1/1/2024

MESSA Account: Bay Arenac ISD

Employee Group: All Eligible Employees

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

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

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

go to messa.org to log in to your member account or call the MESSA Me	·
Plan features	In-network
Annual deductible - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$500 individual/\$1000 family
Medical copayment - A fixed amount you pay for a medical visit.	\$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room
Medical coinsurance - A fixed percentage you pay for a medical service.	0%
Prescription drug coverage - Subject to prescription copayments and coinsurance.	Saver Rx with mandatory mail
Annual out-of-pocket maximums Medical: The most you have to pay for covered services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$1500 individual/\$3000 family Prescription: \$1000 individual/\$2000 family
Covered service	In-network cost share
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Prenatal and postnatal care - Prenatal and postnatal doctor visits.	
Blue Cross online visit	Subject to deductible and Blue Cross online visit copayment
Office visit - e.g. primary care physican, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
Specialist visit	Subject to deductible and specialist visit copayment
Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.	Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply
Allergy testing and therapy	Subject to deductible and coinsurance Specialist visit copayment may apply

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance
Mental health and substance abuse - outpatient care	Office visit copayment may apply
Mental health and substance abuse - inpatient care	
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	Subject to deductible and coinsurance
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	

Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the OptumRx mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from OptumRx. For more information, go to messa.org to log in to your member account and link to the OptumRx website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call OptumRx at 800.903.8346

Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.

Covered services and approved amounts

In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

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.

Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

MESSA Choices Medical plan highlights

East Lansing, Michigan 48826-2560 517.332.2581 • 800.292.4910

Effective Date: 1/1/2024

MESSA Account: Bay Arenac ISD

Employee Group: All Eligible Employees

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

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

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

Plan features	In-network
	m-network
Annual deductible - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$1000 individual/\$2000 family
Medical copayment - A fixed amount you pay for a medical visit.	\$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room
Medical coinsurance - A fixed percentage you pay for a medical service.	0%
Prescription drug coverage - Subject to prescription copayments and coinsurance.	Saver Rx with mandatory mail
Annual out-of-pocket maximums Medical: The most you have to pay for covered services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$2000 individual/\$4000 family Prescription: \$1000 individual/\$2000 family
Covered service	In-network cost share
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Prenatal and postnatal care - Prenatal and postnatal doctor visits.	
Blue Cross online visit	Subject to deductible and Blue Cross online visit copayment
Office visit - e.g. primary care physican, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
Specialist visit	Subject to deductible and specialist visit copayment
Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.	Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply
Allergy testing and therapy	Subject to deductible and coinsurance Specialist visit copayment may apply
Osteopathic manipulations - Performed by an Osteopathic physician. Up to 38 visits per calendar year.	Subject to deductible and office visit copayment

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance
Mental health and substance abuse - outpatient care	Office visit copayment may apply
Mental health and substance abuse - inpatient care	
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	Subject to deductible and coinsurance
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	

Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the OptumRx mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from OptumRx. For more information, go to messa.org to log in to your member account and link to the OptumRx website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call OptumRx at 800.903.8346

Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.

Covered services and approved amounts

In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

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.

Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

MESSA ABC Plan 1 Medical plan highlights

1475 Kendale Blvd. PO Box 2560

East Lansing, Michigan 48826-2560 517.332.2581 • 800.292.4910

Effective Date: 1/1/2024

MESSA Account: Bay Arenac ISD

Employee Group: All Eligible Employees

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

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

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

Plan features	In-network	
Annual deductible The amount you pay for health care services and prescription	Single coverage: \$1600	
drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	2-Person & Family coverage: \$3200	
	*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.	
	*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.	
Medical coinsurance A fixed percentage you pay for a medical service.	0%	
Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See Free preventive prescriptions below.	MESSA ABC Rx Mandatory Mail	
Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible,	Single coverage: \$2600	
copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.	2-Person & Family coverage: \$5200	
In-network services covered at no cost to you		
Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescrip including cholesterol and blood pressure medications, weight lomore.		
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you	
Prenatal and postnatal care - Prenatal and postnatal doctor visits.		
35		

In-network services subject to deductible and ap	plicable coinsurance
Blue Cross online visit Urgent care	
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit for a hearing aid for each ear during a 36-month period.
Hearing care Hearing related services performed by an M.D. or D.O.	Acupuncture Must be performed by an M.D. or D.O.
Diagnostic lab and X-ray	Radiation and chemotherapy
Allergy testing and therapy	Bariatric surgery
Mental health and substance abuse - inpatient and outpatient care	Ambulance
Medical supplies	Durable medical equipment (DME)
Prosthetics and orthotics	Home health care
Skilled nursing facility Up to a maximum of 120 days per calendar year.	Human organ transplant Must be performed at an approved facility.

Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the OptumRx mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from OptumRx. For more information, go to messa.org to log in to your member account and link to the OptumRx website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call OptumRx at 800.903.8346

Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.

Covered services and approved amounts

In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

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.

Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

MESSA ABC Plan 2 Medical plan highlights

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

Effective Date: 1/1/2024

MESSA Account: Bay Arenac ISD

Employee Group: All Eligible Employees

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

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

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

Plan features	In-network
Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	Single coverage: \$2000 2-Person & Family coverage: \$4000 *When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.
Medical coinsurance A fixed percentage you pay for a medical service.	10%
Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See Free preventive prescriptions below.	3-Tier Rx with Mandatory Mail
Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.	Single coverage: \$5000 2-Person & Family coverage: \$8050
In-network services covered at no cost to you	
Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions including cholesterol and blood pressure medications, weight lomore.	
Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
Prenatal and postnatal care - Prenatal and postnatal doctor visits.	

In-network services subject to deductible and ap	plicable coinsurance
Blue Cross online visit	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit for a hearing aid for each ear during a 36-month period.
Hearing care Hearing related services performed by an M.D. or D.O.	Acupuncture Must be performed by an M.D. or D.O.
Diagnostic lab and X-ray	Radiation and chemotherapy
Allergy testing and therapy	Bariatric surgery
Mental health and substance abuse - inpatient and outpatient care	Ambulance
Medical supplies	Durable medical equipment (DME)
Prosthetics and orthotics	Home health care
Skilled nursing facility Up to a maximum of 120 days per calendar year.	Human organ transplant Must be performed at an approved facility.

Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the OptumRx mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from OptumRx. For more information, go to messa.org to log in to your member account and link to the OptumRx website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call OptumRx at 800.903.8346

Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure.

Covered services and approved amounts

In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

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.

Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

MESSA ABC Plan 3 Medical plan highlights

1475 Kendale Blvd. PO Box 2560 East Lansing, Michigan 48826-2560 517-332-2581 • 800-292-4910

Effective Date: 1/1/2024

MESSA Account: Bay Arenac ISD Employee Group: All Employees

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

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

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100% of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your MyMESSA account or call the MESSA Member Service Center at 800-336-0013 or TTY 888-445-5614.

Plan features	In-network
Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$3500 individual/\$7000 family If one member of a family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family will be paid when the family deductible has been met.
Medical coinsurance A fixed percentage you pay for a medical service.	20%
Prescription drug coverage Under federal law governing HSA-eligible plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See free preventive prescriptions below.	MESSA ABC Rx
Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.	\$5500 individual/\$11000 family
In-network services covered at no cost to you	
Free preventive prescriptions MESSA ABC covers an extensive list of free preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more. Preventive care	No cost to you
Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.	ivo cost to you
Prenatal and postnatal care Prenatal and postnatal doctor visits.	

In-network services subject to deductible and applicable coinsurance		
Acupuncture Must be performed by an M.D. or D.O or a registered acupuncturist.	Allergy testing and therapy	
Ambulance	Autism - applied behavior analysis (ABA) services	
Bariatric Surgery	Chiropractic services including modalities Up to 38 visits per calendar year.	
Diagnostic lab and X-ray	Durable medical equipment (DME)	
Hearing aids There is a maximum benefit for a hearing aid for each ear during a 36-month period.	Hearing care Hearing related services performed by an M.D. or D.O.	
Home health care	Hospital emergency room (ER)	
Human organ transplant Must be performed at an approved facility.	Inpatient hospital	
Medical supplies	Mental health and substance abuse - inpatient and outpatient care	
Office visit	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.	
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Prosthetics and orthotics	
Radiation and chemotherapy	Skilled nursing facility Up to a maximum of 120 days per calendar year.	
Teladoc Health visits 24/7 care for minor illnesses, injuries and mental health; virtual primary care visits.	Urgent Care	

Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Optum Rx mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Optum Rx. For more information, go to messa.org to log in to your MyMESSA account and link to the Optum Rx website. For general questions about your prescription coverage, call MESSA at 800-336-0013 or TTY 888-445-5614. For questions about a prescription order, call Optum Rx at 800-903-8346.

Medical care outside the U.S.

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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.

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.

Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

APPENDIX B 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 Lifetime Ortho Maximum	\$1500 per eligible individual for covered class I, II and III services. \$2000 per eligible individual for covered class IV services
Class I Preventive Services – 70%	Increases 10% per calendar year up to 100%
Routine Oral Examinations Prophylaxis / Periodontal Maintenance (Cleaning) Topical Application of Fluoride Bitewing X-Rays Full-Mouth Series or Panoramic X-Rays All Other X-Rays Sealants Space Maintainers	Twice per plan year Twice per plan year Once per plan year to age 19 Twice per plan year Once per 36 months Once per 24 months to age 14, 1st & 2nd permanent molars only Once per area per lifetime, up to age 19
Class II Restorative Services – 70%	
Composite and Amalgam fillings* Root Canal Therapy Periodontal Root Planing Periodontal Surgery Oral Surgery and Extractions General Anesthesia or IV Sedation Occlusal Guards Denture Repair and Adjustment Denture Reline or Rebase	Once per tooth surface per 24 months Once per quadrant per 24 months Once per quadrant per 36 months With covered Oral Surgery or medically necessary Once per 24 months (bruxism only) Once per 60 months, per arch
Class III Major Services – 70%	
Inlays, Onlays and Crowns** Complete and Partial Removable Dentures Fixed Partial Dentures (Bridges) Addition of Teeth to Partial Dentures	Once per permanent tooth per 60 months Once per arch per 60 months Once per area per 60 months
Class IV Orthodontic Services – 70%	
Limited and Interceptive Treatment Comprehensive Treatment	Removable and Fixed Appliance Therapy, up to age 19 Fixed Appliance Therapy, up to age 19
Not Covered	

TMJ/TMD Treatment Cosmetic Treatment

Deductible -None

Implants

Missing Tooth Clause – None 12 Month Billing Limitation

Waiting Periods – None *Composite restorations not covered for posterior teeth, alternate benefit applies

COB – Standard **Prosthetics are considered on delivery date

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

APPENDIXC Vision Benefit Coverage



As a member, you'll get access to savings and personalized vision care from a VSP network doctor for you and your family.

Value and savings you love.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over \$3,000 in savings.

Provider choices you want.

With private practice doctors and Visionworks retail locations to choose from nationwide, getting the most out of your benefits is easy at a VSP Premier Edge $^{\text{\tiny{M}}}$ location.



Preferred private practice and retail in-network choices

private practice doctors

Visionworks

Quality vision care you need.

You'll get great care from a VSP network doctor, including a WellVision Exam®. An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

Using your benefit is easy!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

vision care

More Ways to Save

Extra

\$2C

to spend on Featured Frame Brands[†]

bebe

Calvin Klein

COLE HAAN

@DRAGON.

FLEXON

LONGCHAMP



See all brands and offers at vsp.com/offers.



Up to

40%

Savings on lens enhancements:

Create an account today.

Contact us: **800.877.7195** or **vsp.com**

Your VSP Vision Benefits Summary

Bay Arenac Intermediate School District and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Choice



08/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
	Your Coverage with a VSP Provider		
WELLVISION EXAM	Focuses on your eyes and overall wellnessRoutine retinal screening	\$10 Up to \$39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	 Retinal imaging for members with diabetes covered-in-full Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. Coordination with your medical coverage may apply. Ask your VSP network doctor for details. 	\$20 per exam	Available as needed
PRESCRIPTION GLASSE	ES CONTRACTOR OF THE CONTRACTO	\$25	See frame and lenses
FRAME ⁺	 \$170 Featured Frame Brands allowance \$150 frame allowance 20% savings on the amount over your allowance \$150 Walmart/Sam's Club frame allowance \$80 Costco frame allowance 	Included in Prescription Glasses	Every 12 months
LENSES	 Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	 Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 30% on other lens enhancements 	\$0 \$95 - \$105 \$150 - \$175	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	\$200 allowance for contacts; copay does not applyContact lens exam (fitting and evaluation)	Up to \$60	Every 12 months
VSP LIGHTCARE™+	 \$150 allowance for ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts 	\$25	Every 12 months
ADDITIONAL SAVINGS	Glasses and Sunglasses Discover all current eyewear offers and savings at vsp.com/offer. 20% savings on unlimited additional pairs of prescription or nonlens enhancements, from a VSP provider within 12 months of you Laser Vision Correction Average of 15% off the regular price; discounts available at contraction Exclusive Member Extras for VSP Members	prescription glass Ir last WellVision E	
	 Contact lens rebates, lens satisfaction guarantees, and more offe Save up to 60% on digital hearing aids with TruHearing®. Visit vsk details. Enjoy everyday savings on health, wellness, and more with VSP S 	o.com/offers/spec	

YOUR COVERAGE GOES FURTHER IN-NETWORK

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to vsp.com to find an in-network provider.

Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.
Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

+Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington. Premier Edge is not available for some members in the state of Texas.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on vsp.com.

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VSP, Eyeconic, and Well/Wision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCCM

APPENDIX D SUPPLEMENTAL CONTRACT

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

BAEA Represented Employees

This Cor	ntract is made and entered into this day of, 20, by the Board of Education (the
"Board") of Bay-Arenac Intermediate School District (the "ISD") and, (the "Employee") represented by the
Bay-Are	nac Education Association, MEA/NEA (the "Association").
1.	The ISD and the Employee agree that this Contract pertains to a supplemental assignment of extra duty for extra pay involving services beyond the regularly scheduled school year. The ISD and Employee agree that Employee is entering into this Contract voluntarily and understands that he/she has the option not to enter into this Contract and to decline the opportunity to perform the supplemental duties and services contemplated by this Contract. Further, nothing in this Contract obligates either the ISD or Employee to any term of service beyond the expiration date of this Contract.
2.	Employee agrees that he/she shall perform the duties of the position of as prescribed and as may be assigned by the ISD and its administrative personnel, for a period of up to beginning on

- 3. Employee represents that he/she possesses, holds, and will maintain all certificates, approvals, and qualifications required by law and those required by the ISD to perform the supplemental duties assigned. Further, the Employee agrees to devote his/her talents, skills, efforts, and abilities toward fulfilling the duties and responsibilities of the position assigned. Employee also agrees to comply with the directives of the ISD and its administration to carry out the Board's policies and regulations during the term of this Contract.
- 4. Employee shall be paid for additional assigned days/hours, depending on the nature of the assignment (i.e., homebound), beyond those described in Article V, ¶ D, of the Agreement in consideration of their performance of the duties and responsibilities of the supplemental position assigned. Employee will be compensated their current salary according to the Employee's current position on the Agreement salary schedule and the number of additional days/hours assigned, depending on the nature of the assignment The salary shall be paid in the next pay period after submission of time sheets.
- 5. Both the ISD and the Employee have the right, upon fifteen (15) days written notice to the other party, to terminate this Contract during its term, for any reason, with cause. The Contract will also terminate when the Employee is no longer employed by the ISD in a capacity represented by the Association. In the event of termination of this Contract during its term, this Contract shall cease to be operative and the parties shall have no further obligations. The parties further understand that this Contract is not regarded as continuing in character and that the Employee has no continuing right to or expectation of future supplemental employment with the ISD due to this Contract. Similarly, the ISD has no right to require Employee to perform supplemental extra duty assignments beyond the extra duty for extra pay assignment, which is the subject of this Contract.
- 6. Employee and the ISD agree that Employee's supplemental employment under this Contract is subject to the conditions of the collective bargaining agreement between the Board and the Association.

- 7. This Contract contains the entire agreement and understanding between the ISD and the Employee with regard to the Employee's supplemental employment and no representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. Any and all prior agreements pertaining to, connected with or arising in any manner out of any previous employment of Employee by the ISD shall have no force or effect with respect to the performance of services and obligations under this Contract.
- 8. No change or modification in this Contract shall be valid or binding unless it is in writing and signed by the Employee and authorized representatives of the ISD. No waiver of any provisions of this Contract shall be valid unless the same are in writing and signed by the Employee as well as authorized representatives of the ISD.

BAY-ARENAC ISD BAY COUNTY, MICHIGAN

Date:	By Superintendent of Schools
Date:	By Employee
Date:	ByBAEA Representative

APPENDIX E GRIEVANCE PROCEDURE TIMELINES

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

APPENDIX F GRIEVANCE FORM

	Time:
Comments:	
Name of Grievant:	Name of Supervisor:
LEVEL TWO: SUPERVISOR LEVEL (meetin	ng date within 5 school days of receipt of grievance):
Date:	Time Filed:
Meeting Date:	Meeting Time:
Supervisor's decision within 5 school days of mee	eting in Level Two (be specific):
Supervisor's Signature:	Date:
(Within 10 school days of meeting):	
Received By:	Date:
If decision in Level Two is not satisfactory, the gried days of said decision	evant may file the grievance in writing with the Superintendent within 5 school
LEVEL THREE: SUPERINTENDENT/DESIGI	NEE LEVEL (within 10 school days of Level Two):
Date Filed:	Time Filed:
Meeting Date:	Meeting Time:
Present at meeting:	
Superintendent's decision within 5 school days o	f meeting in Level Three (be specific):

Superintendent's Signature:	Date:
Receipt of decision acknowledged (within 10 scho	ool days after meeting in Level Three):
Received By:	Date:
LEVEL FOUR: BOARD LEVEL (at least 7 da	ys prior to next regularly scheduled Board Meeting):
Date Filed:	Time Filed:
Board Meeting Date:	Meeting Time:
Board's decision within 5 school days of Board M	eeting (be specific):
Board President's Signature:	Date:
Receipt of decision acknowledged (within 5 school	ol days after Board Meeting in Level Four):
Received By:	Date:
LEVEL FIVE: THRID PARTY LEVEL (WITHIN	5 school days of receipt of decision in Level Four):
Date Filed:	Time Filed:
Third Party's decision (be specific):	
Third Party's Signature:	Date:
Receipt of decision acknowledged	
Received By:	Date:

APPENDIX G SALARY SCHEDULE

2024 - 2025 185 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	29,733	34,843	46,457	48,839	51,220	52,499	53,781	55,957
2	31,462	36,869	49,159	51,645	54,126	55,483	56,843	59,021
3	33,172	38,872	51,828	54,434	57,042	58.467	59,894	62,079
4	34,869	40,863	54,485	57,206	59,927	61,426	62,924	65,111
5	36,815	43,143	57,523	60,386	63,245	64,825	66,407	68,592
6	38,507	45,125	60,167	63,125	66,083	67,734	69,386	71,572
7	40,243	47,162	62,881	65,949	69,017	70,740	72,466	74,651
8	41,976	49,190	65,586	68,765	71,940	73,738	75,537	77,723
9	43,667	51,172	68,228	71,526	74,823	76,692	78,562	80,747
10	44,669	52,347	69,796	73,325	76,850	78,773	80,694	82,880
11	45,737	53,596	71,463	75,273	79,081	81,057	83,038	85,224
12	46,787	54,830	73,106	77,002	80,897	82,919	84,941	87,126
13	48,433	56,758	75,678	79,709	83,742	85,832	87,928	90,135

2024 – 2025 190 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	30,536	35,785	47,713	50,159	52,604	53,918	55,235	57,480
2	32,313	37,865	50,488	53,041	55,589	56,983	58,370	60,616
3	34,068	39,923	53,229	55,905	58,584	60,047	61,513	63,757
4	35,812	41,967	55,957	58,752	61,546	63,086	64,625	66,870
5	37,810	44,309	59,078	62,018	64,954	66,577	68,202	70,446
6	39,547	46,344	61,793	64,831	67,869	69,565	71,261	73,507
7	41,331	48,436	64,581	67,732	70,882	72,651	74,424	76,668
8	43,110	50,520	67,539	70,623	73,884	75,731	77,579	79,824
9	44,848	52,555	70,072	73,459	76,845	78,765	80,685	82,929
10	45,876	53,761	71,682	75,306	78,927	80,902	82,874	85,120
11	46,973	55,045	73,934	77,308	81,218	83,248	85,282	87,528
12	48,051	56,312	75,082	79,083	83,084	85,160	87,236	89,481
13	49,742	58,292	77,723	81,863	86,005	88,152	90,304	92,571

2024 – 2025 205 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	32,947	38,610	51,480	54,119	56,757	58,175	59,595	62,018
2	34,864	40,854	54,473	57,229	59,978	61,481	62,979	65,401
3	36,758	43,074	57,431	60,319	63,209	64,788	66,369	68,790
4	38,639	45,280	60,375	63,391	66,405	68,067	69,727	72,149
5	40,795	47,808	63,742	66,914	70,082	71,833	73,586	76,008
6	42,670	50,003	66,672	69,949	73,227	75,057	76,887	79,310
7	44,594	52,260	69,679	73,079	76,478	78,387	80,300	82,721
8	46,514	54,508	72,677	76,199	79,717	81,710	83,703	86,126
9	48,388	56,704	75,604	79,259	82,912	84,983	87,055	89,477
10	49,498	58,006	77,341	81,252	85,158	87,289	89,417	91,840
11	50,681	59,390	79,189	83,411	87,630	89,820	92,015	94,438
12	51,845	60,758	81,010	85,326	89,643	91,883	94,124	96,545
13	53,669	62,894	83,859	88,326	92,795	95,111	97,434	99,879

2025 - 2026 185 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	30,922	36,237	48,316	50,792	53,269	54,599	55,932	58,206
2	32,721	38,343	51,125	53,711	56,292	57,702	59,108	61,381
3	34,498	40,427	53,901	56,611	59,324	60,806	62,290	64,562
4	36,264	42,497	56,664	59,494	62,324	63,883	65,441	67,715
5	38,288	44,869	59,824	62,801	65,774	67,418	69,064	71,336
6	40,047	46,930	62,574	65,650	68,726	70,444	72,162	74,435
7	41,853	49,048	65,397	68,587	71,777	73,569	75,364	77,364
8	43,655	51,158	68,210	71,515	74,817	76,688	78,558	80,832
9	45,414	53,219	70,957	74,387	77,816	79,860	81,705	83,977
10	46,456	54,441	72,587	76,258	79,923	81,924	83,921	86,195
11	47,566	55,740	74,322	78,284	82,244	84,299	86,360	88,633
12	48,658	57,023	76,031	80,082	84,133	86,235	88,338	90,611
13	50,371	59,028	78,705	82,897	87,091	89,266	91,445	93,741

2025 - 2026 190 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	31,758	37,216	49,621	52,165	54,709	56,075	57,444	59,779
2	33,605	39,380	52,507	55,163	57,813	59,262	60,705	63,040
3	35,431	41,520	55,358	58,142	60,927	62,449	63,973	66,307
4	37,244	43,646	58,195	61,102	64,008	65,610	67,210	69,545
5	39,323	46,082	61,441	64,498	67,552	69,240	70,930	73,264
6	41,129	48,198	64,265	67,424	70,584	72,348	74,112	76,447
7	42,984	50,374	67,164	70,441	73,717	75,557	77,401	79,735
8	44,835	52,541	70,053	73,448	76,839	78,761	80,682	83,017
9	46,642	54,657	72,875	76,398	79,919	81,915	83,913	86,247
10	47,711	55,912	74,549	78,319	82,084	84,138	86,189	88,524
11	48,852	57,247	76,330	80,400	84,467	86,577	88,694	91,029
12	49,974	58,564	78,085	82,246	86,407	88,566	90,726	93,060
13	51,732	60,623	80,832	85,137	89,445	91,678	93,917	96,274

2025 - 2026 205 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	34,265	40,154	53,539	56,283	59,028	60,501	61,979	64,498
2	36,258	42,489	56,652	59,518	62,377	63,940	65,498	68,017
3	38,228	44,797	59,728	62,732	65,737	67,379	69,024	71,542
4	40,185	47,092	62,790	65,926	69,061	70,789	72,516	75,035
5	42,427	49,720	66,292	69,590	72,885	74,706	76,530	79,048
6	44,376	52,003	69,339	72,747	76,156	78,059	79,963	82,482
7	46,378	54,351	72,467	76,002	79,537	81,523	83,512	86,030
8	48,374	56,689	75,584	79,246	82,906	84,978	87,051	89,571
9	50,324	58,972	78,628	82,429	86,228	88,382	90,537	93,056
10	51,478	60,326	80,435	84,502	88,564	90,781	92,994	95,513
11	52,709	61,766	82,356	86,748	91,135	93,413	95,696	98,215
12	53,919	63,188	84,250	88,739	93,229	95,558	97,889	100,407
13	55,816	65,409	87,213	91,859	96,507	98,916	101,331	103,875

2026 - 2027 185 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	31,850	37,324	49,765	52,316	54,867	56,237	57,610	59,952
2	33,702	39,494	52,659	55,322	57,980	59,433	60,881	63,223
3	35,533	41,640	55,518	58,310	61,104	62,630	64,159	66,499
4	37,352	43,772	58,364	61,279	64,193	65,800	67,405	69,746
5	39,436	46,215	61,619	64,685	67,748	69,440	71,135	73,476
6	41,248	48,338	64,541	67,619	70,788	72,557	74,326	76,668
7	43,109	50,520	67,359	70,645	73,930	75,776	77,625	79,966
8	44,965	52,693	70,256	73,661	77,062	78,989	80,915	83,257
9	46,777	54,815	73,086	76,619	80,150	82,152	84,156	86,496
10	47,850	56,074	74,765	78,545	82,321	84,382	86,439	88,781
11	48,993	57,412	76,551	80,633	84,711	86,828	88,951	91,292
12	50,118	58,734	78,311	82,484	86,657	88,822	90,989	93,329
13	51,882	60,799	81,066	85,384	89,704	91,944	94,189	96,553

2026 - 2027 190 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	32,711	38,333	51,110	53,730	56,350	57,757	59,167	61,572
2	34,613	40,561	54,082	56,818	59,547	61,040	62,526	64,931
3	36,494	42,765	57,019	59,886	62,755	64,323	65,893	68,296
4	38,362	44,955	59,941	62,935	65,928	67,578	69,226	71,631
5	40,502	47,464	63,284	66,433	69,579	71,317	73,058	75,462
6	42,363	49,644	66,193	69,447	72,701	74,518	76,335	78,740
7	44,274	51,885	69,179	72,554	75,929	77,824	79,723	82,127
8	46,180	54,117	72,155	75,651	79,145	81,123	83,102	85,507
9	48,041	56,297	75,061	78,689	82,317	84,373	86,430	88,834
10	49,143	57,589	76,786	80,668	84,546	86,662	88,775	91,180
11	50,318	58,964	78,620	82,812	87,001	89,175	91,355	93,760
12	51,437	60,321	80,428	84,714	88,999	91,223	93,448	95,852
13	52,284	62,442	83,257	87,692	92,129	94,428	96,734	99,162

2026 – 2027 205 Day Employee

Step	OTA .64 BA	PTA .75 BA	ВА	BA+15	BA+30/ MA	MA+15	MA+30	MA+60/ PHD/DPT/ EdS or Equivalent
1	35,293	41,359	55,145	57,972	60,798	62,317	63,838	66,433
2	37,346	43,763	58,352	61,303	64,248	65,859	67,463	70,058
3	39,375	46,141	61,520	64,614	67,710	69,401	71,095	73,688
4	41,390	48,504	64,673	67,904	71,133	72,913	74,692	77,287
5	43,700	51,212	68,280	71,678	75,072	76,948	78,826	81,419
6	45,708	55,563	71,419	74,930	78,441	80,401	82,362	84,957
7	47,769	55,981	74,641	78,282	81,923	83,968	86,017	88,611
8	49,826	58,389	77,851	81,624	85,393	87,528	89,663	92,258
9	51,833	60,741	80,987	84,902	88,815	91,034	93,254	95,847
10	53,022	62,136	82,848	87,037	91,221	93,504	95,784	98,379
11	54,290	63,619	84,827	89,350	93,869	96,215	98,567	101,162
12	55,536	65,083	86,778	91,401	96,025	98,425	100,825	103,419
13	57,491	67,372	89,830	94,615	99,402	101,883	104,371	106,991

^{*}Social Workers who graduate with a MSW and have graduated from an advanced standing program will be considered for the MA +30 salary category. Also add into compensation section under credits.

Date Approved: June 1, 2024

Bay-Arenac Education Association, MEA/NEA Bay-Arenac ISD Board of Education