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SUPPORT • FACILITATE • COLLABORATE

AGREEMENT

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

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PREAMBLE

This Agreement is entered into, effective July 1, 2024, by and between the Board of Education (the “Board”) of Bay-Arenac Intermediate School District (the “ISD”), in the County of Bay, Michigan, and the National Education Association/Michigan Education Association (the “Association”), through its local affiliate, the Bay-Arenac Educational Support Personnel Association (the “Bargaining Unit”). The signatories shall be the sole parties to this Agreement.

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

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

ARTICLE I RECOGNITION

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

The term “Employee” when used in this Agreement shall refer to all Employees in the Bargaining Unit.

ARTICLE II RIGHTS OF THE ASSOCIATION

- A. Pursuant to Public Act 336 of 1947, the Board agrees that Employees covered by this Agreement shall have the right to freely support the Association, or refrain from such activities, for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage, 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 Employee 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 negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement.

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

- B. 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.

- C. The private and personal life of any Employee, including their religious or political activities, shall not be grounds for any discipline or discrimination with respect to the Employee's employment unless the Employee's conduct adversely affects ISD operations.
- D. The Board shall furnish the Association with a list of all newly hired Employees of the Bargaining Unit. Such list shall normally be delivered to the Association within the first five (5) working days of each month of the school year and be provided to both the Bargaining Unit President and Treasurer in the form of a copy of the Offer of Acceptance signed by the new hire. The Offer of Acceptance form should include the new hire's name, address, phone number, assigned wages, number of assigned hours per year, and date of hire.

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

- 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.

When the Superintendent/Designee deems it advisable, he/she will advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions in educational policy, which are proposed or under consideration, and the Association shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.

- F. A leave of absence with the maximum of five (5) days per year may be granted to the Bargaining Unit to conduct Association business. Requests for these days will be made three (3) working days prior to the start of leave. The request for these days will be made by the Bargaining Unit President or his/her designee with additional days to be granted at the discretion of the Superintendent/Designee. The Association shall reimburse the ISD for any Office of Retirement Services ("ORS") cost and the cost of a substitute.

Discipline:

- A. An Employee may request to have present one representative of the Association when he/she is being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present, provided it does not delay more than one (1) business day or more by mutual agreement.
- B. Any disciplinary investigation must commence within thirty (30) calendar days after the alleged infraction or delinquency is known by the Superintendent/Designee. The ISD will immediately inform the affected Employee(s) of the investigation and schedule a meeting with the Association and Employee(s) within thirty (30) calendar days of the beginning of the investigation, as appropriate.
- C. No seniority Employee Bargaining Unit Employee who has completed his/her probationary period shall be disciplined or discharged for a reason that is arbitrary or capricious. The Board will provide a discharged Employee and the Association a notice of discharge with reasons therefore, in writing, at the time of discharge.
- D. Any Employee who fails to maintain proper standards of conduct or to discharge his/her responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.

- E. Disciplinary action shall include, but is not limited to, a written warning, written reprimand, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated into the Employee's personnel file. An Employee shall sign for receipt of the disciplinary document and shall be given a copy of same.
- F. A Bargaining Unit Employee may submit a rebuttal to a discipline action in writing within ten (10) working days of the issuance of the disputed action, which shall be placed in the Employee's personnel file as an attachment to the disciplinary. This right exists independently of the Grievance Procedure.
- G. The following procedures shall be observed in the context of discipline:
 - 1. Oral or written notice will be given to the Employee of the charges.
 - 2. The Employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated discipline.
 - 3. The Employee shall respond to each charge or complaint under investigation and shall cooperate with the investigating administrator(s) regarding the furnishing of information necessary for completion of the investigation.
 - 4. The Employee will be informed of the investigation results and what discipline, if any, will be imposed.
- H. After a record of discipline has been placed in the Bargaining Unit Employee's personnel file, if there has been no reoccurrence of discipline issues over the next four (4), the record of discipline will be removed from the Bargaining Unit Employee's personnel file except for those discipline records that are accurately, and legally recorded in the personnel file by the district as "unprofessional conduct" as defined by MCL 388.1230b or any other applicable law.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- B. All rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
 - 1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

3. Direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees in accordance with the Articles contained in this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations 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, or changes, the institution of new and/or improved methods or changes.
 5. Adopt rules and regulations.
 6. Determine the qualifications of Employees, including physical conditions as provided by law.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing or training of Employees.
 12. To hire all Employees, to determine their qualifications and conditions for their continued employment.
 13. 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.
 14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of Employees and said rules and regulations are not subject to the grievance procedure.
 15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this agreement and Public Act 379 of 1965, the ISD reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE IV GRIEVANCE PROCEDURES

- A. A grievance is a complaint alleging a violation of a specific article and section of this 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 solutions to problems. 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: Discussion with immediate supervisor in the hope of resolving the matter within ten (10) school days of the alleged violation of this Agreement.

Level Two: Discussion with the Association representative to see if they concur that a grievance exists within five (5) school days.

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

Level Four: If the Level Three decision is not satisfactory, the grievant may file a Level Four grievance with the Superintendent/Designee in writing and a decision will be rendered in writing within five (5) school days.

Level Five: If the Level Four decision is not satisfactory, the grievant may file a Level Five 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 next 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 Six: If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to a State Mediator or third party selected by the Board and the Association. If a third party is selected, said third party shall submit his/her recommendation in writing to the parties, which will not be binding on either party. The Board shall review their decision made at Level 5. The fees and expenses, if any, of a third party shall be shared jointly by the Board and the Association.

- B. Forms for filing and processing grievances shall be designed cooperatively by the Association or its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure
- C. The grievant/Association retains the right to withdraw grievances at any level without prejudice.
- D. Information necessary to the determination and processing of the grievance shall be provided by the administration.
- E. The number of days indicated in each level, as set forth above, is considered to be a maximum. 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.

- F. It shall be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.
- G. There shall be no reprisal of any kind by administrative personnel taken against any part in interest or their association representative, any member of grievance committee, or any other participant in the procedure set forth herein by reason of such participation.
- H. Days shall be defines as school days during the instructional year, and days when the administrative office open during the summer.
- I. Probationary Employees may not file grievances in cases of layoff, discipline or discharge. [Moved from Article VIII.F Seniority]

ARTICLE V CONDITIONS OF EMPLOYMENT

- A. Bay-Arenac ISD Employees covered by this Agreement shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. An Employee will immediately report any work-related injury to administration. In the event an Employee's personal property that would normally and appropriately be used during regular assigned duties is damaged or destroyed during the course of those duties the Employee may request a reimbursement based on the current value of the damaged item not to exceed out-of-pocket costs of \$300. Time lost by an Employee as a result of an injury that results in a workers' compensation claim will be reviewed and if approved by the Workers' Compensation Agency may not be charged against the Employee's paid leave allowance.

Time lost by an employee as a result of an injury that results in a worker's compensation claim may receive up to three (3) days of paid leave, at the request of the employee, and the days will not to be charged against the employee's paid leave allowance as long as physician has put the employee off from work as a result of the injury sustained while at the workplace.

The ISD will pay up to seven (7) hours to an Employee as a result of an on-the-job injury and shall not be deducted from the Employee's paid leave allowance

- B. Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent/Designee.
- C. In order for Employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.
- D. All summer Instructional Support Staff positions shall be posted by the Special Education and Early Childhood department in an Extended School Year Summer Position. Employees wishing to work any Extended School Year position must apply in the manner described in the Extended School Year document sent out by the department and in accordance with the master agreement. The posting for all Extended School Year positions will state the position's dates, hours, and location of work. All Extended School Year assignments will be voluntary. Should the position that the person is applying for require special training, the person will be required to participate in that training at the contractual rate of pay for the required period of training. If the ISS is not interested in participating in the training program, the department will move on to the next interested instructional support staff member who applied.

Employees wishing to substitute in summer programs need to put their name on a summer substitute list. Employees on the list will be called to substitute in order of seniority. The rate of pay for the summer positions, including subbed positions filled by Instructional Support Staff, shall be at the Instructional Support Staff's hourly rate.

Vacancies for Instructional Support Staff working in the Extended School Year positions will be filled on a district-wide seniority basis.

- E. Federally/Michigan Mandated 5-26-year-old classrooms will implement a 12-month calendar from July 1 - June 30. Instructional Support Staff in these positions will work 185 days with students and 190 paid staff days including five professional development days for all Instructional Support Staff filling these positions. The calendar will be developed with both parties prior to publishing changes. Full-Time Bargaining Unit Employees working in year-round programs shall work 7 hours and 38 minutes per day. Bargaining unit members will receive a duty-free lunch and/or two (2) 15-minute breaks per any day worked between July 1 and June 30. Instructional Support Staff can take both breaks together to equal a 30-minute lunch, or they can take two (2) 15-minute breaks and a 30-minute lunch. If they choose to take the 30-minute lunch in addition to their 2 15-minute breaks, they must stay 30 minutes longer at the end of their shift.

Federally/Michigan Mandated year-round Instructional Support Staff will receive five (5) paid vacation days per year to be used on non-student, non-work days.

- F. A Committee will be assembled of equal BAEA and MESPA Association representatives and District representatives to develop the calendar. Positions for the year-round programs will be posted within one (1) week after the calendar has been established by the committee. Positions for the year-round program will be posted according to Article IX Letter A. Applicants who apply will be offered the position according to seniority.
- G. If there are not enough voluntary year-round program applicants to fill the needed open positions, assignments to year-round programs will be made starting with the least senior bargaining unit employees first.
- H. Instructional Support Staff that are bargaining unit members will be given an opportunity to opt out of the program by notifying their Director and immediate Supervisor by May 1 of the current school year that they no longer wish to work in a year-round program. The individuals who wish to opt out will be reassigned to any open 185-day Instructional Support Staff position. Should there not be any open positions, the Instructional Support Staff must remain in that year-round position until there is an opening in a 185-day position.
- I. Up to one Instructional Support Staff person will be hired by the District in June, July, and August for the year-round programs as a food service staff member. This position will be posted for up to five (5) hours per school day and will be posted with the Extended School Year positions. Assignment will be voluntary and determined by seniority on a yearly basis. The ISS person will have to take required trainings to participate in this program at the district's expense. Time not spent on food preparation or distribution will be spent in ESY classrooms working with students or working on projects for the ESY classroom. Work will be identified and assigned by the ESY classroom teacher or building administrator.
- J. Bargaining unit employees following the year-round calendar will voluntarily be able to substitute as ISS in traditional 185-day programs during the non-student, non-workdays for students in the year-round programs. Year-round staff will have the first opportunity to sub in programs for Bay-Arenac ISD programs located in the local Districts.

1. The pay schedule shall be found in Appendix A.
- K. Employees will be paid for the following holidays:
- Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day (Employees who work Summer Programs required by Special Education Law.)
- L. The Board will provide adequate facilities that are in compliance with Michigan law.
- M. The administration shall be responsible to have job descriptions for Employees, which may be updated annually and available to the Association leadership upon request.
- N. An Instructional Support Staff Person shall be under the direct supervision of a teacher. To reduce the amount of time the Instructional Support Staff spends in the classroom without direct teacher supervision while the teacher is out of the room for school-related meetings, the District shall employ a full-time substitute teacher who will be included in the MESPA bargaining unit.

Noncertified personnel may not be given full-responsibility for instruction or assessment of students. They may provide complementing, supplementing, or reinforcing instruction or intervention to individual or small groups of students without the teacher physically being present for limited period of time as long as the teacher knows the whereabouts of the instructional support staff and students at all times, the noncertified personnel are never given full responsibility for instruction, and the activities of the noncertified personnel are always under the meaningful direction and supervision of the teacher.

Authorized Activities for Noncertified Personnel

School districts may employ noncertified personnel to assist and support:

1. Non-instructional activities, including:
 - a) Maintaining safety and monitoring in the lunchrooms, on the job sites, on the playground, or in other school or school-related settings;
 - b) Functioning as health care aides, library assistants, or other responsibilities of non-instructional support for the students; and
2. Instructional and related activities, including:
 - a) Assisting in the development of instructional and related materials, performance, or clerical tasks;
 - b) Complementing instructional activities, such as assisting the teacher during the lesson by helping students who may need additional support with instruction;

3. Supplementing instruction by assisting the teacher with individuals or small groups of pupils on follow-up activities as specified; and
 4. Reinforcing instruction by assisting the teacher in administering drill activities for individuals or small groups.
- O. Employees shall be made members of the retirement system as required by law.
- P. Instructional Support Staff who are assigned by the administration to function as a substitute teacher in place of the classroom teacher shall receive an additional compensation of \$8.50 per hour. Instructional Support Staff assigned by the administration shall be paid the additional compensation, for all time spent functioning as a substitute teacher including time at the beginning and end of the day if the teacher is not there.

The process of selection for instructional support staff to substitute for the classroom teacher will be done according to qualified and interested members. Selection will be made on a building or classroom basis. If there are more than one (1) qualified instructional support staff in a building or classroom, selection will be done on a seniority rotation of qualified and interested staff members. If one member turns down the work, the assignment will be offered to the next qualified and/or interested senior staff member in the building. Whenever possible, the Instructional Support Staff that is in the regular classroom should be the assigned substitute. Instructional support staff who are qualified to substitute teach but have no interest will not be penalized for refusing to substitute teach. If at any time it is not in the best interest of the instructional support staff member and the classroom to pull the instructional support staff member from their regular assignment, the ISD will find an alternative for coverage of the classroom.

- Q. The ISD-wide five (5) year calendar is posted on the ISD's website and can be accessed any time by Employees. A preliminary 205 day calendar covering July to June will be available in August preceding the July start date. In August of each school year, a complete school calendar will be available subject to change due to Act of God days and changes made by local districts.

**ARTICLE VI
INCLEMENT WEATHER**

- A. When conditions not within the control of school authorities causes constituent districts or ISD special education facilities to close, Bargaining Unit Employees serving or assigned to the programs housed in those district(s) or ISD building(s) shall not report to work. Such Employees shall receive their regular pay on their normal pay dates as an advanced payment for services that may be performed on the rescheduled day(s)/hour(s). 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.
- B. In the event student instruction day(s)/hour(s) in the constituent district's center programs operated by the ISD or in center programs housed at ISD facilities are required by Michigan State law, executive order, or otherwise 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 day(s) but shall not receive additional pay for the rescheduled day(s).

**ARTICLE VII
VOLUNTARY PAYROLL DEDUCTION**

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

**ARTICLE VIII
SENIORITY**

"Seniority" shall be defined as the length of a Bargaining Unit Employee's continuous employment in the Bargaining Unit from the Employee's initial date of hire.

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

- A. New Employees shall be on probation during the first one hundred eighty days (180) (not counting day(s) absent) working days, during which period they have no seniority and may be discharged by the Board without cause. Probationary Employees who are laid off or discharged shall not have recourse to the terms of this agreement. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were hired.
- B. The Employee's seniority date shall not automatically determine the Employee's placement on the salary schedule.
- C. Seniority shall be terminated for the following reasons:
 - 1. The Employee quits.
 - 2. The Employee is discharged.
 - 3. The Employee is laid off for a continuous period equal to the seniority he/she had acquired at the time of layoff or two (2) years, whichever is less.

4. The Employee retires.
 5. The Employee fails to return from layoff or leave of absence or fails to notify the administration within five (5) working days after receipt of the recall notice or expiration of leave.
- D. An Employee who is transferred to a non-Bargaining Unit position shall continue to retain seniority accrued to the date of transfer, and shall be entitled to restoration of previously accrued seniority upon return to the Bargaining Unit within two (2) years of the transfer.
 - E. The Board shall annually prepare and maintain a seniority list with the Employee's name, date of hire, and the length of service of each Bargaining Unit Employee. A copy of the list shall be furnished the Association President not later than October 1 annually. If no objections are received within twenty (20) days thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive. In the event more than one Bargaining Unit Employee has the same length of service, seniority placement on the list shall be determined by drawing.
 - F. Laid-off or discharged probationary Employees shall not have recourse to the terms of the Agreement for matter of lay-off or discharge.

ARTICLE IX REDUCTION AND RECALL

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

- A. Employees shall be laid off according to seniority, qualifications, and certifications within a classification.
- B. Employees shall be recalled in the inverse order of layoff within classification.
- C. Employees shall be given fourteen (14) calendar days' advance notification of the impending layoff.
- D. Employees shall retain recall rights equal to the seniority, or two (2) years, whichever is shorter.
- E. An Employee who is laid off may bump into another classification providing he/she has the seniority, qualifications, and certifications.
- F. Qualifications shall include evaluations, education, skills, abilities, prior discipline, and attendance.

ARTICLE X VACANCIES AND PROMOTIONS

- A. A "permanent" vacancy shall be defined as a newly created position or a vacant position created by reason of the permanent separation (resignation, death, discharge) of an Employee.

A "temporary" vacancy shall be defined as a position within the bargaining unit in which the incumbent Employee has been absent for thirty (30) or more work days but which does not exceed 180 work days. Bargaining Unit Employees on an approved FMLA leave will not qualify as a temporary vacancy unless absent beyond the FMLA leave of sixty (days). If the incumbent Employee does not return from leave after 180 days, the "temporary" vacancy would become "permanent" and posted for bidding purposes

- B. Posting of Vacancies: Whenever a vacancy shall occur that the Board intends to fill, the Board shall publicize by posting such a position on the ISD's website and send an email notice to its Employees. The notice shall contain a job description, qualifications, and proposed salary. Fifteen (15) calendar days' notice shall be given before such vacancies shall be filled. When a vacancy occurs, the Association President and Vice-President shall be notified of such vacancy by mail. Bargaining unit vacancies not filled within thirty (30) calendar days will be reported to the Association.
- C. Filling a Vacancy: After the expiration of the posting period, the Board may fill the vacant position by transfer of an Employee. In making the decision to award the position to an applicant, the Board will consider the qualifications of the applicants, skills, abilities, and experience of the applicants including the length of service at the ISD, and other relevant factors. The applicant selected shall be notified of his/her selection and the time and place to report for work. The Board reserves the right to make the final assignment.
- D. Transfers/Signing for Vacancies: Any Bargaining Unit Employee may apply for a vacant bargaining unit position after the satisfactory completion of the ninety (90) working day probationary period. Application is made through the ISD's web-based job application system. The Bargaining Unit Employee shall remain in any position to which he/she has transferred for a period of six (6) months or the end of the fiscal year, whichever is longer, before being eligible to apply for another position unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Employee.
- E. When it has been determined that an Instructional Support Staff is being transferred during the school year, the immediate supervisor will notify the classroom teacher(s), MESPA Association Representative(s), and the affected Instructional Support Staff member. If the affected Instructional Support Staff member would like to discuss the reason for the move, they can arrange a meeting.

ARTICLE XI EMPLOYEE EVALUATION

- A. All Instructional Support Staff will complete a self-evaluation and (1) one professional goal. The self-evaluation and the professional goal will be identified no later than October 15 of the current school year. Evidence the Employee has collected on their work toward their professional goal will be submitted by the end of the following school year.
- B. 1-3 years of employment: Instructional support staff in their first three (3) years of employment will be evaluated yearly using the following process:
 - 1. All new hires (1-3 years) will be formally observed a minimum of one (1) time per year by a special education administrator. They will also receive two (2) walk-through observations.
 - 2. All scheduled formal observations shall be a maximum of (30) thirty minutes in length. All walk-through observations are unscheduled and will not exceed 3-7 minutes in length.
 - 3. Special education administrators will ensure that, within thirty (30) days after each formal observation, the support staff is provided with feedback from the observation. The special education administrators ensure that, within 48 hours of a walk through observation the support staff is provided with feedback from the observation. Failure to provide timely feedback as defined above after an observation will not be counted in the overall annual performance evaluation.

4. Special education staff shall have the opportunity to participate in a post observation conference where they will be given the opportunity to discuss the results of the walk-through or formal observation with the evaluator. If the evaluation rating is anticipated to be less than effective, post observation conference becomes mandatory and will be held within two (2) weeks of the observation.
 5. By the end of the school year, the evaluator will complete an Individual Performance Evaluation and give the instructional support staff an effectiveness rating of highly effective, effective, minimally effective or ineffective. This will be based on the results of the evaluatee's formal and walk through evaluations.
- C. 4 plus years of employment: Instructional support staff that have completed three years of employment with the ISD and have received a highly effective or effective status on three (3) evaluations will be evaluated every other year with walk-through observations only. Walk-through observations will be conducted two (2) times per school year. Each walk-through observation will not exceed 3-7 minutes in length. The special education administrator will leave written documentation of the walk-through observation within two (2) school days of the walk-through.
 - D. If the walk-through observation performance level results in less than proficient (minimally effective or ineffective), the special education administrator will be required to perform a formal evaluation of that instructional support staff (see evaluation process for 1-3 years of employment). If the support staff continues to be minimally or ineffective the special education administrator will discuss developing an individual performance plan with the support staff for the purpose of improvement.

Applying to All ISS Evaluations:

- E. If the Employee disagrees with the evaluation, the Employee can appeal the rating with the Superintendent/Designee or attach a written rebuttal within ten (10) days of receipt of the evaluation.
- F. If the support staff continues to be minimally or ineffective, the special education administrator will discuss developing an individual performance plan with the Employee for the purpose of improvement.
- G. At any time that an Employee wishes to have union representation present at meetings, they may request this with their immediate supervisor or the administrative designee.
- H. All monitoring or observation of work of Employee shall be conducted openly and by their supervisor.
- I. A copy of the evaluation form and a statement as to how it will be used will be made available to each Employee, prior to any evaluation.

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

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

Employee's Signature

ARTICLE XII HOURS OF WORK

- A. All Employees who work at least 7.25 hours during a work day shall receive two (2) fifteen-minute relief duty free periods during the work day. The Instructional Support Staff member and classroom teachers will make every effort, if the Instructional Support Staff members so wishes, to allow the staff member to take their fifteen (15) minute breaks back-to-back mid-day to use as a lunch period. Instructional Support Staff can take both breaks together to equal a 30-minute lunch, or they can take 2 15-minute breaks and a 30-minute lunch. If they choose to take the 30-minute lunch in addition to their 2 15-minute breaks, they must stay 30 minutes longer at the end of their shift.
- B. The Board shall pay Employees time and one-half (1-1/2) for all hours worked beyond forty (40) hours in one week.
- C. Normal working hours for current Instructional Support Staff will be a minimum of 7.25 hours per day. Instructional Support Staff shall be paid an additional one-half hour if they are on duty or if they are on call for duty. At the beginning of each school year, the supervisors shall determine the lunch duty status (on duty, on call for duty, or not on duty/not on call for duty) for each Instructional Support Staff position. Unless the Instructional Support Staff's assignment is changed to a position that has a different lunch duty status, the Instructional Support Staff's lunch duty status shall remain the same for the entire school year. Lunch duty may be changed with five (5) days' notice, except in cases of emergency.
- D. All current Instructional Support Staff will work a minimum 185 days. In districts that have fewer student days, bargaining unit member's schedules will be adjusted to the district schedule. Life insurance and hospitalization will be paid during July and August for Employees planning to return in September. If a Bargaining unit Employee chooses to resign at the end of the school year and notifies the district by May 1st of the current school year and has completed all duties and requirements for that school year, they will still have available health insurance through August 31 of that year as full-compensation for the school year in accordance with the Master Agreement. They will not be eligible for cash in lieu. The bargaining unit member will still be responsible for any premium share they must pay to continue the insurance if they so wish. When a bargaining unit member leaves prior to the end of the school year, their insurance will only be available until the end of the month of their resignation as outlined in Article SIV. Section 1.

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. Retirees may elect the "cash option" for the months of July and August rather than the insurance.

ARTICLE XIII WORKING CONDITIONS

- A. The Board will provide legal counsel and render assistance to an Employee in his/her defense in any instance where the Employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the Employee's actions were not willfully negligent or malicious. Time lost by the Employee shall not be charged against the Employee's sick leave for the first seven (7) hours of time, and will be subject to Workers' Compensation in cases of injury.

- B. No Employee shall be required to give or supervise the administration of medication without proper training. Any Employee required to provide such service in the course of their assignment will be covered under the ISD's liability policies.
- C. Employees who work at least thirty (30) hours a week shall be considered full time Employees.
- D. An Employee shall be entitled to have an Association representative present during any investigatory interview or meeting that the Bargaining Unit Employee has reason to believe could lead to disciplinary action.
- E. An Employee shall have the right to review, upon request, the contents of his/her own personnel file, excluding pre-employment data. Each Employee may have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- F. An Employee shall have the right to submit a written rebuttal within ten (10) days of his/her receipt of the disciplinary document regarding any material in the personnel file and have it attached to the materials.
- G. The signature of an Employee upon any material placed in his/her personnel file merely indicates his/her awareness of the material.
- H. All ISS Employees will be trained by the appropriately certified staff in all required procedures including but not limited to catheterization, tube feedings, medication administration, glucose monitoring and trachea care through district provided professional development during the normal, paid, scheduled work days. The District will provide ongoing updates on procedures upon the request the ISS expected to conduct such procedures.

ARTICLE XIV VACATIONS AND INSURANCE

- A. Bargaining unit Employees who have worked as 48-week Employees and are on the seniority list identified in Appendix C, shall be grandfathered and shall be entitled to receive two (2) weeks paid vacation per year. Beginning the sixth (6th) year of employment, they would earn one (1) day each year with a maximum of fifteen (15) days. These vacation days shall be taken during the non-student days, as defined by the ISD school calendar, or with approval of the Superintendent/Designee.
- B. The Board shall make premium payments on behalf of the Employee and his/her dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the Employee's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Any Employee shall be eligible for the \$25,000.00 group term package who is employed on full school year basis.
- C. The Board will provide MESSA Dental Coverage pursuant to Appendix E for the Employee, spouse, and dependent children.
- D. Health Insurance Medical Coverage and Costs: Full-time Employees who work thirty (30) hours each week on a regularly scheduled basis shall be eligible for the fringe benefits provided in this Article.

To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter, and/or carrier, the Board shall make payments for health insurance coverage (the "plan") for all eligible Employees (those not taking cash-in-lieu), 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 in Section B are subject to change pursuant to PA 152. The Board shall confer with the Association regarding changes to the contributions.

- E. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and PA 152; including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- F. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in Section D.
- G. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee.

To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 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 deductions of any amounts due from the Employee's wages, above the Board's Hard Cap and shall be held harmless from any liability arising from the deduction.

- H. Employees who have access to another Employee's Board funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for Employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- I. 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 or as required by the Family and Medical Leave Act of 1993, 29 USC § 2601 et seq. In the event an Employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the last month in which the Employee was employed.
- J. Employees who are eligible for Board paid insurance contributions may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes).
 - \$450 per month Cash in Lieu when 16 or more MESPA Employees sign up for Cash in Lieu,
 - \$350 per month Cash in Lieu when 1-15 or more MESPA Employees sign up for Cash in Lieu,

The number of participants will be determined during open enrollment at the start of the insurance year 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.

- K. Employees are advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- L. 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).
- M. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder, or third-party administrator.
- N. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless

the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).

- O. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- P. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 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.
- Q. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board will be the policyholder. Plan benefits will be described in Appendix E.

The health care plan specifications set forth in the Article shall not include coverage for services which the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.
- R. The Board will provide MESSA Vision Care pursuant to Appendix G for employee, spouse, and dependent children.
- S. Coverage will begin July 1, or at the start date of employment for new Employees, whichever is later, and continue through June 30.
- T. In the event of layoff, an Employee's life, hospitalization/medical insurance shall be continued at the Board's expense for a period of one (1) month from the end of the month in which the Employee last worked. Hospital/medical benefits will be provided to the extent allowed by COBRA. Subject to the limitations of the insurance carrier, Employees on layoff may pay the life, hospitalization/medical insurance premiums to the Board prior to the premium date. The Board shall make premium payments on behalf of the Employee and eligible dependents upon the Employee's return to work from layoff for enrollment in insurance plans or programs for which the Employee may be eligible under the terms of the collective bargaining agreement. Enrollment or claim decisions are ultimately made by the insurance carrier.
- U. Absence in cases involving compensation under Workers Disability Compensation Act shall be charged against an Bargaining Unit Employee's accumulated sick leave days at his/her option only to the extent necessary to maintain his/her take home pay.
- V. Employees who notify the Board, in writing, by May 31 of their intent to resign effective June 30, for retirement purpose, shall receive the cash option for July and August in lieu of health care.

ARTICLE XV
SICK LEAVE AND LEAVES OF ABSENCE

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

- A. All Employees shall be entitled to eleven (11) sick leave days per year, four (4) personal days to be available July 1 of each contract year, accumulative to one hundred sixty (160) days. A reconciliation of each sick leave account will be made on July 1 of each year.

Employees shall have the option to be paid \$20.00 per day, for a maximum of ten (10) days (\$200.00) for any unused sick leave time over and above ninety (90) accrued sick leave days or to continue to accrue sick leave days to 160 days as described above. This payment will be made in July in each fiscal year.

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

1. Upon depletion of his/her sick leave an Employee may apply to the Board for an unpaid leave.
 2. When sick, an Employee is to notify his/her immediate supervisor as early as possible on the day they become sick and these days are to be reported on the bi-weekly pay sheet. If an Employee fails to notify the Administration of his/her absence after five (5) days from the commencement of the absence, such action shall be considered grounds for up to and including dismissal.
 3. The Superintendent/Designee may require a doctor's statement for any or all sick days used if abuse or a pattern of absenteeism is suspected.
 4. In the case of illness or injury to the Employee's family as defined by the Michigan Paid Medical Leave Act (PMLA), MCL 408.961 et seq., to a maximum of twelve (12) days a year. The Superintendent/Designee may grant additional days if deemed appropriate.
 5. Upon retirement under Michigan Public School Employees' Retirement System, the Employees who have one to ten (1-10) years of service with the ISD shall receive ten dollars (\$10) per day. Employees who have 11 to 15 years of service shall receive twenty dollars (\$20) per day. Employees who have 16 to 25 years of service shall receive forty dollars (\$40) per day. Employees who have 26 or more years of service shall receive forty-five dollars (\$45) per day for all days of unused sick leave. Any Employee that notifies the Board of their intent to retire effective at the end of the school year or terminate his/her employment, except for disciplinary reasons, by March 31st of that school year will receive eight-five dollars (\$85) per day for a maximum of (160) days.
 6. When a day(s) has been prescheduled for sick time and/or personal time and the work site is closed for any reason, the sick leave day(s) and/or personal time day(s) will be reinstated to the employee's accumulative total of paid leave.
- B. Personal business days may be taken only upon the approval of the Superintendent/Designee.
- C. Michigan Paid Medical Leave Act:

In accordance with PMLA, an eligible non-exempt (hourly) Employee may use up to forty (40) hours of paid medical leave for any of the following for the Employee or family member per fiscal year:

1. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.
2. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.
3. For closure of the Employee's primary workplace by order of a public official; for an Employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the Employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by PMLA. This provision shall be interpreted and applied consistent with PMLA, and shall not provide greater benefits than that allowed by the statute.

To be eligible, the non-exempt (hourly) Employee must be employed for more than twenty-five (25) weeks in a calendar year, worked an average at least 25 hours per week during the immediately preceding calendar year.

- D. All Instructional Support Staff Employees with fifteen (15) or more years of unbroken service to the district, based on their hire date, shall be allowed one (1) paid merit day per year, in addition to their allotted personal days. Instructional Support Staff utilizing their Merit Day will be required to get preapproval from their administrator at least one (1) week before using the day to assist with arranging a substitute for this time off.

E. **Leaves of Absence With Pay, Not Chargeable Against Sick Leave Allowance:**

1. Up to five (5) days leave for each death will be granted in case of the death of Employee's spouse (known significant other for the past five (5) years), children, step-children, Employee's parents, mother-in-law, father-in-law, brothers or sisters, grandparents or grandchildren. Up to three (3) days leave for each death will be granted for brother-in-law, sister-in-law, spouse's grandparents or spouse's grandchildren. 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.

Up to one (1) day leave per year will be granted in case of the death of a niece, nephew, aunt, or uncle. -Superintendent/Designee may grant additional days.

2. The Superintendent or his/her Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment
3. Bargaining Unit Employees will have at least ten (10) paid workdays per school year available for application of a bargaining unit employee to be used for district business associated with Special Olympics when the employees are working the events to assist Bay-Arenac ISD students that are participating in the competition.

Application for such days will be made using the district application form for paid release time that must be approved by the Superintendent or district designee at least two weeks prior to the event. Employees will be asked to report absences using the district absence reporting system and advise their immediate supervisor of their absence.

These days will not be deducted from the individual employee's sick and/or personal paid leave accumulation with the district and will be recorded as a "district business day."

F. Leaves of Absence Without Pay:

1. Childcare leave of up to one (1) year may be granted without pay. An Employee returning from leave 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.
2. Upon return from such leave, Administration and the Association will facilitate the return to the same position (or one substantially equivalent) from which they left
3. An Employee who has worked for the district for at least five (5) years, may be able to take up to five (5) unpaid leave days one time every five (5) years for a “once in a lifetime opportunity.”

G. Family and Medical Leave Act:

The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA)

1. The twelve (12) week allowance referred to in the FMLA will be based on July 1st to the following June 30th of each year.
2. As prescribed and required by the FMLA, the ISD will provide insurance benefits as per Article XIV.
3. If an Employee does not voluntarily return to work after the leave, any insurance payments made by the ISD shall be deducted from any severance pay the Employee is entitled to, as permitted by FMLA.
4. 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 a ISD-appointed physician. Any second or third opinion will be paid for by the ISD, if not covered by insurance.
5. Any applicable paid leave shall count toward the twelve (12) week period provided for in the FMLA, and must be exhausted before the Employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA.)
6. FMLA leave must be applied for. Application should be completed and approved prior to leave whenever possible

**ARTICLE XVI
COURT APPEARANCES**

- A. Any Employee who is off work for jury duty and/or court appearances on behalf of the ISD if it pertains to a student in the district shall be paid his/her full salary for such time missed. If an Employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day.

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

- B. When an Employee is subpoenaed to appear in court for a matter directly related to their job duties, provided the matter is not against the ISD, or a matter related to a current or former student that the Employee provided support for, those days in court will be treated the same as jury duty.

All other civic and criminal duties, as provided under the Michigan Paid Medical Leave Act (MPMLA) will be available for use as contractually provided up to forty (40) hours per year and will be granted with pay if the employee has any remaining personal leave days remaining.

ARTICLE XVII PROFESSIONAL DEVELOPMENT

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

The number of Employees to attend seminars in any one (1) year depends on administrative approval and the budget amount available.

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

ARTICLE XVIII CONDITIONS OF AGREEMENT

- A. This Agreement supersedes and cancels all previous agreements, verbal or written between the Board and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. The parties shall initiate negotiations on an ongoing basis for the purpose of creating successor agreements in accordance with ¶ D below.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. The parties will meet to negotiate to bring the involved provisions into compliance.
- C. Copies of this Agreement shall be available on the ISD's website and printed at the expense of the Board within sixty (60) days after it is signed, and shall be presented to all Employees employed or hereafter employed by the Board. The Association shall be provided with five (5) copies, at no charge.

- D. The parties recognized the need to “resolve mutual problems and concerns as they arise”. In addition, both parties agreed “in principle with the concept of an ongoing problem solving process” and were “committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy” in Bay-Arenac ISD. To formalize the implementation of this concept.

ARTICLE XIX CONTRACTING AND SUBCONTRACTING

- A. With the shortage of available qualified employees in the marketplace, the bargaining unit recognizes the need to sometimes fill vacancies with contracted employees from an outside agency. Before seeking contract employees from an outside agency, the District and the Association will meet to discuss the classroom’s needs and determine if contracting will be best for the district. Any Instructional Support Staff who would like to be transferred to one of the positions being filled by a contractual employee will be transferred to that position.

When a need has been determined to hire ABA technicians from a contract agency for coverage in self-contained ASD classrooms the following stipulations will exist:

1. The district will contract no more than five (5) ABA technicians for Bay-Arenac ISD per school year with advanced notice to the Association. If the district finds a need for more ABA contracted positions within Bay-Arenac ISD, they will meet with MESPA leadership to discuss the reasons for such added need, and with mutual agreement, more may be hired as needed.
2. The district will keep MESPA up-to-date on ABA hires and inform them about position changes to current ISS.
3. Classrooms where ABA technicians are placed will always be open to current employees and new hires.
4. In classrooms covered by ABA technicians, the classroom and building behavior teams identified by the building administrator will be responsible for all emergency seclusion and restraint procedures.

ARTICLE XX DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 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 his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

APPENDIX A
SALARY RATES
2024-2025, 2025-2026, 2026-2027

1. Beginning in the 2024-2025 school year bargaining unit members will have the choice of 21 pays or 26 pays. If an employee chooses 26 pays, health insurance will be taken from 26 pays. If the employee chooses 21 pays, health insurance will be taken from 21 pays. The employee is committed to their choice of 21 pays or 26 pays for the entire school year and may change their selection only at the beginning of each school year when requested selections are to be made prior to each new school year.
2. Wages: A \$1.00 increase over the 2023-2024 school year wage schedule. For 2024-2025 plus steps each year, 2025-2026 a \$1.00 increase over the 2024-2025 school year wage schedule and 2026-2027 a \$1.00 increase over the 2025-2026 school year.
3. Eligible Bargaining Unit Employees who begin their 10th year of unbroken employment with the Board shall receive a longevity payment of \$0.25/hour, 15th year of unbroken employment with the Board shall receive a longevity payment of \$0.80/hour. Beginning their 20th year, they shall receive \$1.50/hour, and beginning their 25th year shall receive \$2.20/hour. Beginning their 30th year, they shall receive \$3.00/hour.
4. BA MESPA employees that volunteer to be before and after school bus aides will receive their regular hourly rate plus \$5.00 per additional hour while on the bus run. Those bargaining unit employees in positions that require ongoing, physical behavior intervention as a part of their regular and continuous position, who volunteer and are appropriately trained will be added to a building behavior team. Employees added to the building behavior team will be paid an extra \$250 per year for this extra duty. Approved positions will be those identified by the administration. The administration will use the criteria developed with the association to identify approved positions.
5. Those bargaining unit employees in positions that require ongoing, physical behavior intervention as a part of their regular and continuous position, who volunteer and are appropriately trained will be added to a building behavior team. Employees added to the building behavior team will be paid an extra \$250 per year for this extra duty. Approved positions will be those identified by the administration. The administration will use the criteria developed with the association to identify approved positions.

2024-2025

	1	2	3	4	5	6	7	8	9	10
All ISS Positions:	\$14.95	\$15.55	\$16.15	\$16.75	\$17.35	\$17.95	\$18.55	\$19.15	\$19.75	\$20.35

2025-2026

	1	2	3	4	5	6	7	8	9	10
All ISS Positions:	\$15.95	\$16.55	\$17.15	\$17.75	\$18.35	\$18.95	\$19.55	\$20.15	\$20.75	\$21.35

2026-2027

	1	2	3	4	5	6	7	8	9	10
All ISS Positions:	\$16.95	\$17.55	\$18.15	\$18.75	\$19.35	\$19.95	\$20.55	\$21.15	\$21.75	\$22.35

**APPENDIX B
GRIEVANCE FORM**

File Number _____

Level One Supervisor (Oral)

Discussion with Supervisor Date: _____ Time: _____

Level Two (Within 10 School Days from Start of Grievance) Meeting with Association

Name: _____ Date Filed: _____ Time Filed: _____

Position: _____ Immediate Supervisor: _____

Date of Alleged Violation: _____

Alleged Violation: Article _____, Section _____, Page _____

Description of Alleged Violation: _____

Relief Requested: _____

Date: _____ Employee Signature: _____

Level Three (Within 10 School Days from Start of Grievance) Supervisor Level (Written)

Date Filed: _____ Time Filed: _____

Supervisor's Decision (Be specific): _____

Date: _____ Employee Signature: _____

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

Date Received by Signature

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

Date Filed: _____ Time Filed: _____

Supervisor's Decision (Be specific): _____

Date: _____

Superintendent Signature: _____

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

Date Received by Signature

LEVEL FIVE BOARD LEVEL

Date Filed: _____ Time Filed: _____ Board's
Decision (Be specific): _____

Date: _____ Board President Signature: _____

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

Date Received by Signature

LEVEL SIX THIRD PARTY LEVEL

Date Filed: _____ Time Filed: _____

Third Party's Decision (Be specific): _____

Date: _____ Third Party Signature: _____

RECEIPT OF DECISION ACKNOWLEDGED:

Date

Received by Signature

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 in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
<p>Annual deductible - The amount you pay for health care services 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.</p>	<p>\$500 individual/\$1000 family</p>
<p>Medical copayment - A fixed amount you pay for a medical visit.</p>	<p>\$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room</p>
<p>Medical coinsurance - A fixed percentage you pay for a medical service.</p>	<p>0%</p>
<p>Prescription drug coverage - Subject to prescription copayments and coinsurance.</p>	<p>Saver Rx with mandatory mail</p>
<p>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.</p>	<p>Medical: \$1500 individual/\$3000 family Prescription: \$1000 individual/\$2000 family</p>
Covered service	In-network cost share
<p>Preventive care - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.</p>	<p>No cost to you</p>
<p>Prenatal and postnatal care - Prenatal and postnatal doctor visits.</p>	
<p>Blue Cross online visit</p>	<p>Subject to deductible and Blue Cross online visit copayment</p>
<p>Office visit - e.g. primary care physician, obstetrics and gynecology and pediatric visits</p>	<p>Subject to deductible and office visit copayment</p>
<p>Specialist visit</p>	<p>Subject to deductible and specialist visit copayment</p>
<p>Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.</p>	<p>Subject to deductible and urgent care copayment</p>
<p>Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.</p>	<p>Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply</p>
<p>Allergy testing and therapy</p>	<p>Subject to deductible and coinsurance Specialist visit copayment may apply</p>
<p>Osteopathic manipulations - Performed by an Osteopathic physician. Up to 38 visits per calendar year.</p>	<p>Subject to deductible and office visit copayment</p>

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance Office visit copayment may apply
Mental health and substance abuse - outpatient care	
Mental health and substance abuse - inpatient care	Subject to deductible and coinsurance
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	
Home delivery of prescription medications	
MESSA members can save time and money by ordering prescription medications through the 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.	
<i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
Life and accidental death & dismemberment insurance	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.	
AD&D terminates at age 65 or when employment ends, whichever comes later.	
<i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i>	

MESSA Choices

Medical plan highlights

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 in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

Plan features	In-network
Annual deductible - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$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 physician, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
Specialist visit	Subject to deductible and specialist visit copayment
Urgent care - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
Hospital emergency room (ER) - Copayment waived if admitted or due to an accidental injury.	Subject to deductible and emergency room copayment If copayment is waived, then coinsurance may apply
Allergy testing and therapy	Subject to deductible and coinsurance Specialist visit copayment may apply
Osteopathic manipulations - Performed by an Osteopathic physician. Up to 38 visits per calendar year.	Subject to deductible and office visit copayment

Covered service	In-network cost share
Chiropractic services including modalities - Up to 38 visits per calendar year.	Subject to deductible and coinsurance Office visit copayment may apply
Acupuncture - Must be performed by an M.D. or D.O.	Subject to deductible and coinsurance
Mental health and substance abuse - outpatient care	Office visit copayment may apply
Mental health and substance abuse - inpatient care	Subject to deductible and coinsurance
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	
Ambulance	
Bariatric surgery	
Medical supplies	
Durable medical equipment (DME)	
Prosthetics and orthotics	
Home health care	
Skilled nursing facility - Up to a max of 120 days per calendar year.	
Human organ transplant - Must be performed at an approved facility.	
Home delivery of prescription medications	
MESSA members can save time and money by ordering prescription medications through the 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.	
<i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
Life and accidental death & dismemberment insurance	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.	
AD&D terminates at age 65 or when employment ends, whichever comes later.	
<i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i>	

MESSA ABC Plan 1

Medical plan highlights



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 in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

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

In-network services subject to deductible and applicable coinsurance

Blue Cross online visit	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit 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



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 in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

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

In-network services subject to deductible and applicable coinsurance

Blue Cross online visit	Urgent care
Office visit	Hospital emergency room (ER)
Chiropractic services including modalities Up to 38 visits per calendar year.	Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year.
Inpatient hospital	Autism - applied behavior analysis (ABA) services
Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year.	Hearing aids There is a maximum benefit 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



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
<p>Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p>	<p>\$3500 individual/\$7000 family</p> <p>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.</p>
<p>Medical coinsurance A fixed percentage you pay for a medical service.</p>	<p>20%</p>
<p>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.</p>	<p>MESSA ABC Rx</p>
<p>Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p>	<p>\$5500 individual/\$11000 family</p>
<p>In-network services covered at no cost to you</p>	
<p>Free preventive prescriptions MESSA ABC covers an extensive list of free preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p>	<p>No cost to you</p>
<p>Preventive care Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.</p>	
<p>Prenatal and postnatal care Prenatal and postnatal doctor visits.</p>	

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.

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.

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

APPENDIX D
Dental Benefit Coverage



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

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

Group #10076

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

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

APPENDIX E
Vision Benefit Coverage

A Look at Your VSP Vision Coverage

With VSP and Bay Arenac Intermediate School District, your health comes first.



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™ location.

	Preferred private practice and retail in-network choices
	

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
\$20

to spend on
Featured Frame Brands[†]

bebe Calvin Klein
COLE HAAN DRAGON
FLEXON LONGCHAMP
and more

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

EFFECTIVE DATE:

08/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness Routine retinal screening 	\$10 Up to \$39	Every 12 months
ESSENTIAL MEDICAL EYE CARE	<ul style="list-style-type: none"> 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 GLASSES		\$25	See frame and lenses
FRAME*	<ul style="list-style-type: none"> \$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	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> 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)	<ul style="list-style-type: none"> \$200 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) 	Up to \$60	Every 12 months
VSP LIGHTCARE™+	<ul style="list-style-type: none"> \$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	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Discover all current eyewear offers and savings at vsp.com/offers. 20% savings on unlimited additional pairs of prescription or non-prescription glasses/sunglasses, including lens enhancements, from a VSP provider within 12 months of your last WellVision Exam. 		
	<p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average of 15% off the regular price; discounts available at contracted facilities. 		
	<p>Exclusive Member Extras for VSP Members</p> <ul style="list-style-type: none"> Contact lens rebates, lens satisfaction guarantees, and more offers at vsp.com/offers. Save up to 60% on digital hearing aids with TruHearing®. Visit vsp.com/offers/special-offers/hearing-aids for details. Enjoy everyday savings on health, wellness, and more with VSP Simple Values. 		

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 WellVision 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
 Classification: Restricted


2024 - 2027 AGREEMENT

Date Approved: June 21, 2024

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

Amy Rosebush
Christy M. Reinhardt

Bay-Arenac ISD Board of Education


Thomas Beckman
Armitta Katajok
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Sally J. O'Neill