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AGREEMENT

*Between the Bay-Arenac ISD Board of Education
and the Bay-Arenac ISD Service Employees
Association/MEA/NEA*

July 1, 2022 through June 30, 2025

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AGREEMENT

Between the Association and the Bay-Arenac ISD Board of Education

This agreement is entered into this 1st day of July 2022, by and between the ISD Board of Education of Bay and Arenac Counties, Bay City, Michigan, hereinafter called the "Board", and the Bay-Arenac ISD Service Employees Association/MEA/NEA, hereinafter called the "Association."

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 Public Acts of 1965, for the following Bay-Arenac ISD personnel positions during the term of this contract, hereinafter called "Employees."

- Bookkeepers
- Office Professionals
- Graphics and Printing Technicians
- Special Education Pupil Accounting/Central Registry

ARTICLE II - RIGHTS OF THE ASSOCIATION

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

The Board and the association undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any association employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective negotiations with the Board or their institution of any grievance or complaint or proceedings under this agreement or otherwise with respect to terms or conditions of employment or non-participation in such activities and membership in the association.

- Topics Affecting the Association: Meetings regarding topics affecting the Association and the Board shall be made between the Association President and the designated representative(s) of the Board, upon request of either party. The Association may have at least two (2) officers present at such meetings in order to discuss/resolve items of concern to all parties.
- Non-Discrimination: The Board recognizes all Equal Employment Opportunity Rights to employees without regard to age, sex, race, national origin, religion, color, pregnancy, disability, familial status, etc.
- Private and Personal Activities: The private and personal activities of any association employee, including their political activities, shall not be grounds for any discipline or discrimination with respect to employment, unless the employee's conduct adversely affects District operations. No employee shall be disciplined or discharged without due process.

- D. Use of Facilities and Office Equipment: Upon notifying the Superintendent or designee in advance, the Association shall have permission to use office facilities and equipment, without charge.
- E. Cost of Printing Agreement: The Board agrees to have this Agreement printed.
- F. Review of Personnel File: Each association employee shall have the right to review their personnel file upon request during regular office hours.
- G. Information for Bargaining: The Association and the Board have the right to information necessary to carry on collective bargaining and to administer this Agreement. Any request for information shall be made in writing.
- H. Special Meetings: Special meetings between the SEA and the Administration may be called by mutual agreement. Arrangements for special meetings will be made between the Unit President and the Superintendent or designee. Such arrangements will include a purpose or topic of meeting, a specified time and place for the meeting, and the names of the persons to be invited. If there is an agreement to hold the meeting during working hours, employees participating shall not suffer a loss of pay for the time spent attending the meeting.
- I. Individual Agreement: The board shall not enter into an individual verbal or written contract with a member of the bargaining unit during the term of this agreement without the signed written agreement of the local association.

ARTICLE III - MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States.

- A. The Association recognizes and agrees that the Board, as the employer, has the responsibility and the authority to manage and direct, by the establishment of and administration of policy, on behalf of the public, all operations and activities of the Bay-Arenac ISD to the full extent of the law.
- B. The Association recognizes and agrees that the Board retains sole right and responsibility to manage and operate the school district in all respects.
- C. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.
- D. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to the following:
 - 1. Full and exclusive control of management of the school district, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control and property, and the composition, assignment, direction and determination of the size and type of its working forces.
 - 2. The right to determine the work to be done and the standards to be met by employees.
 - 3. The right to change or introduce new operations, methods, processes, means of facilities and the right to determine whether and to what extent work shall be performed by employees.

4. The rights to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees, with due process.
5. The right to determine the qualifications of employees.
6. The right to discipline, suspend, and discharge seniority employees with due process to maintain an effective and efficient operation.

ARTICLE IV - DISCHARGE AND DISCIPLINARY ACTION:

- A. The employee has the right to have a representative of the employee's choice of the Association present at any meeting which may result in discipline or discharge of the employee, provided that the meeting need not be delayed for more than one (1) business week or more by mutual agreement pending arrival of such representative, and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to secure the rights of students and others pending the holding of the meeting.
- B. No seniority employee (i.e. a bargaining unit member who has completed their probationary period under this Agreement) shall be disciplined or discharged for a reason that is arbitrary or capricious. The Board will provide a discharged employee and the Association a notice of discharge with reasons therefore, in writing, at or prior to the time of discharge.
- C. Any employee who fails to maintain proper standards of conduct or to discharge their responsibilities shall be subject to such disciplinary action as the Board shall determine, consistent with the provisions of this Agreement.
- D. Disciplinary action shall include: written warning, written reprimands, suspension, and dismissal. All disciplinary action shall be confirmed in writing, under the signature of the administrator issuing the disciplinary action, and shall be incorporated into the employee's personnel file. The employee who is subject to the disciplinary action shall sign for receipt of the disciplinary document and shall be given a copy of same. Signature of the employee on such document will not signify agreement with the Board's/Administrator's action, but only indicate receipt of such document.
- E. A bargaining unit employee who wishes to take exception to a disciplinary action must respond in writing within ten (10) working days of the issuance of the disputed action. Such response shall be placed in the unit member's personnel file as an attachment to the disciplinary action. This right exists independently of the Grievance Procedure contained in this Agreement.
- F. The following procedures shall be observed in the context of disciplinary action:
 - a. Oral or written notice will be given to the employee of the charges prior to any investigation interview or notice of discipline or discharge.
 - b. The employee will be given an explanation of the evidence discovered through investigation regarding the basis for the contemplated disciplinary action.
 - c. The employee will have the opportunity to 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.

- d. The employee will be informed of the investigation results and what discipline, if any, will be imposed.

ARTICLE V – VOLUNTARY PAYROLL DEDUCTIONS

Upon written authorization, the Board shall make payroll deduction from each paycheck from employees for credit union, insurance premiums where applicable, annuities, savings bonds, and membership fees, as permitted by law.

ARTICLE VI – BENEFITS

- A. Life Insurance: The Board shall make premium payments on behalf of the employee and their dependents toward group life insurance protection in the amount of \$25,000.00 that will be paid to the Bargaining Unit 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 a 38 - 52 week schedule.
- B. Medical Coverage: See Appendix D.
- C. Health Care Premiums 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 the release of the cost limitations. To be adjusted on January 1 of each year of agreement per annual cost limitations. After the annual meeting, the ISE 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 Public Act 152 of 2011. The Monthly Contributions in Section B are subject to

change pursuant to Public Act 152 of 2011. The Board shall confer with the Association regarding changes to the contributions.

- D. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board.
- E. If the plan involves reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, to the extent allowable by law or regulation, the Board shall fund the reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any portions of cash-in-lieu or stipend payments required to be accounted for pursuant to PA 152, first, before paying any health insurance premiums or non-health insurance related costs (i.e., dental, vision, etc.); but only to the maximums set forth above in subsection C.
- F. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions. The Board shall have the right to make Health Care deduction of any amounts due from the Employee's wages above the Board's hard cap and shall be held harmless from any liability arising from the deduction.
- G. 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.
- H. 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)
- I. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The Board shall pay \$300/month toward the following cash option provided through the district's Section 125 plan: cash, group term life, loss of time, and Board approved annuity.
- J. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make an application to the life insurance carrier within 31 days of any termination of their employment status.
- K. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or

by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

- L. 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.
- M. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments, indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it (unless the failure to remit contractual premium amounts is pursuant to law, regulation or Public Act 54 of 2011).
- N. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on their behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- O. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of their employment. Those employees opting to take cash-in-lieu shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty (30) hours or more per week in the District). The health care plan specification set forth in this Article shall not include coverage for services that the Board is prohibited from funding under Section 166d of the State School Aid Act or its successor provision.
- P. The "medical benefit plan coverage year" shall run from July 1 to June 30 of each school year. The Board shall be the policyholder.
- Q. Dental Benefit: See Appendix E.
- R. Vision Benefit: See Appendix F.
- S. Continuation of Coverage: In the event that an employee is absent because of illness or injury for an extended period of time, the above mentioned fringe benefits shall continue for six (6) months or throughout the balance of the fiscal year in which the Bargaining Unit Employee's sick leave is exhausted, whichever is greater. Employees shall be covered by fringe benefits the first day of return from an authorized leave of absence. Coverage will begin the first day of employment, subject to the limitation of the insurance carrier. Enrollment or claim decisions are ultimately made by the insurance carrier.

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. 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. Employees shall be

covered by fringe benefits at the Board's expense the first day of return from a layoff. Enrollment or claim decisions are ultimately made by the insurance carrier.

- T. Dismissal: In the event an employee is dismissed or resigns, the Board paid insurance premium contribution will terminate at the end of the month in which the employee was dismissed or resigns.

ARTICLE VII - CONDITIONS OF EMPLOYMENT

- A. Pay for Time Lost on Day of Injury: An employee injured while performing duties for the Board will be paid at their current rate for any time lost that they otherwise would have worked on the date of injury only.
- B. Step Advance: It is agreed that all existing classifications and/or any new classifications which may be established shall advance not less than one (1) step each year unless they are already at the top. All subsequent salary increases will become effective July 1st.
- C. New Hires: New employees shall be on probation during the first ninety (90) working days, during which period they have no seniority and may be discharged by the Board without assigning any cause thereof. Upon completion of the probationary period, their names shall be placed on the seniority list as of the date they were employed.
- D. New Classifications/Job Title: If during the life of this Agreement, the duties and responsibilities of an Association member are substantially changed, the Association will be notified. When a new position in the bargaining unit is created, the Board will notify the Association of the classification and rate structure prior to its becoming effective. If the job is to be placed in a newly created and separate classification, the wage rate for that classification shall also be subject to negotiation.
- E. Expense Reimbursement:
 - 1. The following amounts will be reimbursed for staff members who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.
 - a. Registration – All conference registration fees will be paid in full.
 - b. Transportation – Current IRS rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used. If an employee attends an out-of-state conference, transportation costs will be paid per Board policy.
 - c. Meals – Up to \$30.00 per day, per IRS regulations actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.
 - d. Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses. Employees who drive their personal automobile in the course of their work shall be paid per the IRS mileage rate. Mileage charged is to be verified.

ARTICLE VIII - HOURS OF WORK

- A. Definition of Full/Part-Time Personnel: Association members who work at least thirty-seven and one-half (37½) hours per week are recognized as full-time employees. All others are considered part-time for all purposes.

Bargaining Unit Employees may be Thirty-Eight (38) – Fifty-Two (52) week Employees. The number of weeks required/assigned for a position will be determined by the Board prior to posting a position as a vacancy or transfer.

In collaboration with the Administration and the Thirty-Eight - Fifty-One (38-51) week Employee, a calendar/schedule will be developed for 1 full school year to reflect days that will be considered non-work days. The calendar/schedule will be submitted for administrator approval no later than June 15th of each school year. The approved calendar will be signed off by both parties. Minimal changes to the calendar/schedule will be considered when suggested by either party. If changes are suggested and approved, both parties will sign off and date the updated change. If an agreement cannot be made an appeal can be made to the Director of the Department.

- B. Relief Time: Employees are entitled to relief time, morning and afternoon, not to exceed fifteen (15) minutes at either time, and a one (1) hour, but no less than thirty (30) minutes, unpaid lunchtime. Unpaid lunchtime will be completed by 1:30 pm for all first shift employees unless prior approval from the immediate supervisor is obtained.
- C. Tardiness: Any employee arriving after the beginning of the work day shall have their pay deducted in quarter-hour (1/4) increments.
- D. Time Worked: Employees must submit timesheets reflecting their work hours in each pay period.

ARTICLE IX - OVERTIME HOURS

Overtime rates shall apply for hours of employment over (40) hours per calendar week.

- A. No overtime will be worked without written approval of the Superintendent or designee.
- B. The rate of overtime will be one and one-half (1½) the regular rate of pay. Compensatory time at time and one-half (1½) may be paid in lieu of overtime rate, if the employee agrees.

ARTICLE X - EDUCATION

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 coursework must be specifically approved by the Superintendent/Designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.

ARTICLE XI - PTO AND LEAVES OF ABSENCE

Paid Leave: Leave with pay shall be granted.

- A. All employees shall be entitled to one (1) day of paid leave for every completed month of employment. Beginning with the third (3rd) year of employment, employees shall receive fifteen (15) paid leave days, to be available July 1 of each contract year. Unused paid leave days will be rolled over to an employee's sick

leave account, 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 \$25.00 per day, for a maximum of ten (10) days (\$250.00) for any unused sick leave time over and above ninety (90) accrued sick leave days or to continue to accrue sick leave days to one hundred sixty (160) days as described above. This payment will be made during the month of July in each fiscal year.

The Board shall compensate employees \$150.00 as a perfect attendance incentive provided the employee has no absences (excluding paid time off, bereavement, and vacation days) during the school year.

1. Upon depletion of their sick leave, an employee may apply to the Board for a supplemental unpaid leave.
2. When sick, an employee is to notify their 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 follow proper reporting and recording procedure of their absence after five (5) days of the commencement of the absence it shall be considered grounds for discipline up to and including dismissal.
3. The Superintendent or Designee may require a doctor's statement for any or all sick days used if abuse is suspected.
4. In the case of serious illness or injury to the employee's family as defined by PMLA to a maximum of twelve (12) days a year. The Superintendent or Designee may grant additional days if it deems appropriate.
5. An Employee who retires under the Michigan Public School Employees Retirement System shall receive the designated minimum termination pay or they may take their unused sick leave, multiply it by the appropriate step in the table below, and shall receive the greater amount.

Years of Service with BAISD	Maximum Sick Days	Retirement Rate	Maximum Pay with Less than 6 Months notification
1-10	160	\$10/day	\$1600
11-15	160	\$20/day	\$3200
16-25	160	\$40/day	\$6400
26+	160	\$45/day	\$7200

Any Employee that notifies the Board of their intent to retire, except for disciplinary reasons, six months prior to the effective date will receive (\$85) per day for a maximum of 160 days.

Leaves Of Absence With Pay, Not Chargeable Against Sick Leave Allowance:

- A. Bereavement Leave: Up to five (5) days leave will be granted for each death in the case of employee's spouse, children, step-children, mother-in-law, father-in-law, employee's parents, brothers or sisters, grandparents or grandchildren, up to three (3) days leave will be granted in the case of death of the employee's brother-in-law, sister-in-law, and spouse's grandparents. Additional time may be granted at the discretion of the Superintendent or his/her designee. 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.
- B. The Superintendent/Designee shall use their discretion in the event of other bereavement or emergency situations.
- C. The Superintendent or Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

Leaves Of Absence Without Pay:

- A. Medical/Childcare/Maternity Leave: Leave of up to one year (1) may be granted without pay or loss of seniority rights for these reasons. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request, the leave may be renewed for one (1) additional year.
- B. Upon return from such leave, Administration and the Association will facilitate the return of the employee to the same position (or one substantially equivalent) from which they left.
- C. Leaves of Absences: An employee of the Association may apply for and may be granted unpaid health leave up to one (1) year without loss of seniority rights or accumulated sick leave when that employee's health or the health of a member of the immediate family (father, mother, husband, wife, or child) warrants it.

Family Medical Leave Act (FMLA)/Michigan Paid Medical Leave Act (PMLA):

- A. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA) and the Michigan Paid Medical Leave Act (PMLA).
- B. The twelve-week allowance referred to in the FMLA will be based on July 1st to the following June 30th of each year.
- C. As prescribed and required by the FMLA, the District will provide insurance benefits as per Article VI of this Agreement.
- D. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay the employee is entitled to.
- E. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and/or third medical opinion or provide any necessary documentation of the need for such a leave from a District-appointed physician. Any second or third opinion will be paid for by the District and will cover any cost incurred by the Bargaining Unit Employee for such a request.

- F. Any paid leave provided for in the Master Agreement shall count toward the 12-week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA.)
- G. FMLA leave must be applied for. Application should be completed and approved prior to leave whenever possible.

MICHIGAN PAID MEDICAL LEAVE ACT:

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

Other Leaves and Conditions:

- A. Worker's Compensation: Absence in cases involving compensation under the Michigan Worker's Compensation shall be charged against a Bargaining Unit Employee's accumulated sick/disability leave days, at their option, only to the extent necessary to maintain their take-home pay.
- B. Employment of Employees with Disabilities: In the event an employee sustains an occupational disability and becomes disabled as a result thereof, every effort will be made by the Board to provide the disabled employee such suitable employment as is available within the bargaining unit.

ARTICLE XII – HOLIDAYS

A. Holidays:

The holidays with pay are:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day (52-week employees only)
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

- B. If the holiday falls on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.
- C. Holiday During Vacation: If a holiday for which the employee is eligible falls during their vacation, an additional day's vacation shall be granted.

ARTICLE XIII - VACATIONS

- A. Fifty-Two Week Employee Paid Vacation: After completing the first year, a proration of vacation days will be credited on the employee's anniversary date. Each year thereafter, there shall be a fixed anniversary date of July 1. The proration of days will be one (1) day for every two (2) months, or the greater fraction thereof, prior to July 1 to a maximum of five (5) days. Example:

Beginning with year #:	1	2	3	4	5	6	7	8	9	10	11	12
Vacation days:	0	5	11	11	12	13	15	16	17	18	19	20

- B. Thirty-Eight to Fifty-One Week Employee Paid Vacation: After completing the first year, a proration of vacation days will be credited on the employee's anniversary date. Each year thereafter, there shall be a fixed anniversary date of July 1. The proration of days will be one (1) day for every two (2) months, or the greater fraction thereof, prior to July 1 to a maximum of five (5) days.

Employees on a work assignment from 38 weeks through 51 weeks shall be entitled to five (5) days paid vacation per year of employment to be taken at Christmas vacation or spring vacation time. After three years of employment, such 38 to 51-week employees shall be entitled to ten (10) days vacation, five (5) to be taken during the Christmas and spring vacation periods and five (5) to be taken upon approval of the employee's immediate supervisor. When an employee becomes a 52-week employee they shall be entitled to vacation as a 52-week employee with full (52 weeks) credit for completed years of service from date of hire. Employees may be permitted to take vacations at other times with their supervisor's approval.

The vacation benefit shall not extend to employees, who work less than thirty-eight (38) weeks.

- C. Vacation Carry-Over: When an employee does not use up their accumulated vacation days within the contract year, a six (6) month extension of time shall be granted. The number of vacation days carried forward into a new calendar year shall not exceed the number of days earned during the previous year.
- D. Scheduling Vacations: Paid vacation schedules shall be set up in accordance with the department in which the employee works. Paid vacation schedules shall be worked out with the approval of the employee's supervisor. Employee will be notified of approval/disapproval within five (5) working days of submitting vacation request form.
- E. Vacation Pay Upon Termination/Layoff: Upon termination/layoff, the employee or their estate will be paid for whatever vacation time they have accumulated during the year, based on the anniversary date of the employee, in which they either retire or leave the employment of the Board. Payment shall be made within fifteen (15) days of termination.
- F. Vacation Pay: Employees shall receive their regular rate of pay for vacations.
- G. Vacation Waiver: A vacation may not be waived by an employee and extra pay received for work during that period.

ARTICLE XIV - CLOSING OF FACILITIES

- A. Act of God Days: On days when sites are closed because of an Act of God Day, all Association employees shall report to their assigned stations at the regular time or as soon as safe travel conditions will permit. Prior arrangements will be made with their immediate supervisor as to where to report on such days, whenever practical. Employees who are unable to report to work shall notify the Administration. Employees that follow a district's calendar shall not report if that district is closed as a result of an Act of God and will be paid for these days.

If the ISD remains open, absences resulting from an Act of God Day will be deducted from their salary.

For any lost time due to an Act of God Day, employees shall be permitted to either make up the hours missed or charge the time against other paid leave time. In the event, the employee chooses to use vacation or paid time off, the paid time off and vacation days may not be taken in less than one-half (½) day increments. It is also understood between the Board and the Association that an employee may work up to one-half (½) hour each day for up to three (3) weeks to make up time lost.

If both the site and the ISD close as a result of an Act of God Day, the employee shall not report to work and will be paid for any lost time.

When a day(s) has been prescheduled for paid time off and the worksite is closed, the day(s) will be reinstated.

Bargaining Unit employees who are required to work when the district is closed or partially closed the employee shall be compensated an additional \$10.00/hr for each hour that they are required to work during that closure.

ARTICLE XV - GRIEVANCE PROCEDURE

- A. Purpose: The purpose of the grievance procedure shall be to provide a method for complaints to be voiced in an orderly manner such that the proper authority can resolve such matters fairly and in a timely manner.

B. Definition of Grievance: A grievance is a complaint regarding an alleged violation or misinterpretation of the articles provided in this Agreement.

C. Levels of Procedure:

Level One: Employee discussion with the Association's Negotiations and Grievance Committee to confirm that a grievance exists.

Level Two: Employee and Association representative discuss with Administrator in the hope of resolving the matter. In the event a conflict exists which might lead to a grievance, the employee will first meet with their supervisor to resolve the conflict.

Level Three: A written, signed grievance (Appendix C) must be submitted to the Administrator within seven (7) working days after Level Two Discussion, stating the alleged violation, the nature of the grievance, the article and paragraph of the Agreement allegedly violated.

The administrator shall render their written response to the grievant within seven (7) working days from receipt of the written grievance.

Level Four: If the grievance is not resolved within seven (7) working days of the filing with the Administrator, the grievance will move from the Administrator of Bay-Arenac I.S.D. to the Superintendent, to be resolved within seven (7) working days.

Level Five: If the Level Four decision is not satisfactory, the Association, on behalf of the grievant, may file the grievance with the secretary of the Board in writing at least one week prior to the next regular Board meeting. The Board will place said grievance on the Agenda at its next regular Board meeting, at which time the Association will be given an opportunity to be heard. The Board will render its decision, in writing, within seven (7) working days.

Level Six: Mediation. If the Board, the aggrieved employee(s), and the Association are unable to resolve the grievance, and it involves an alleged violation of a specific article and section of this Agreement, it may, within ten (10) working days after the decision of the Board, be submitted to mediation, established by Act 379, P.A. 1965. An appeal will be in writing and will be delivered to the labor mediation board and the Board within a ten (10) day working period, and if not so delivered, the grievance will be deemed abandoned. After the above procedure, the Board will reconsider its decision and render a final decision within five (5) working days.

D. Forms for Filing: Forms (Appendix D) for filing and processing grievances have been formulated and approved and are on file with the Board and Association.

E. Withdrawal of Grievance: The employee and/or association retains the right to withdraw the grievance at any level, without prejudice.

F. Disclosure of Information: Information necessary to the determination and processing of the grievance will be provided by the Administration.

G. Time Limits: The number of days indicated in each level, as set forth above, is considered to be a maximum, and the failure of an employee and/or association to proceed to the next step of the grievance procedure, within the time limits as set forth, will be an acceptance of the decision previously rendered and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate their decision to the employee and/or association within the specified time limits will permit the employee and/or association to proceed to the next step. All-time limits may be extended by mutual agreement, in writing.

- H. Acceptable Processing Times: It will be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.

ARTICLE XVI - NEGOTIATIONS

- A. During the month of March of the year the contract expires, the parties will initiate negotiation for the purpose of entering into an Agreement for the ensuing period.
- B. Should the negotiating teams arrive at a mutually acceptable Agreement, then the agreement will be subject to ratification by the Employer and the Association.
- C. Neither party in any negotiation will have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives will attach their signatures to the ratified agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

ARTICLE XVII - SENIORITY

New Employee Seniority List: Seniority within the Association shall be established upon completion of the probationary period, effective as of the date of hire. In the event more than one Bargaining Unit Employee has the same length of service, seniority placement on the list shall be determined by draw. Bargaining Unit Employees who have/are hired or transferred to a bargaining unit position on the same date will participate in the drawing to determine placement on the seniority list. The results of the draw will be immediately reported to the Human Resources Department in order to create the seniority list.

- A. This date shall be used when determining any Association position changes, including, but not limited to, advancement, layoff, and displacement. A reconciliation and a copy of the current Association seniority list shall be reviewed by the District and Association annually.
- B. Seniority Date/Salary Schedule: The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- C. Loss of Seniority: 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 they had acquired at the time of layoff.
 4. The employee retires.
 5. The employee fails to return from layoff within seven (7) working days after notification by certified mail.
 6. The employee fails to notify the employer of their intention of returning to work within five (5) days after the expiration of a leave.

- D. Seniority Freeze: A current member who is voluntarily transferred to a position with the Board that is not covered by the terms and conditions of this agreement shall retain Association seniority, and seniority shall be frozen as of the date the employee left the unit and shall be entitled to exercise such seniority upon return to the Association within a period not to exceed one (1) year from the date of transfer.
- E. Rights of Employees Displaced/Laid Off: Employees will be laid off and rehired in accordance with their seniority, in a classification. The Superintendent/Designee will notify the association representatives, in writing, thirty (30) days prior to scheduled layoffs or reduction of hours. The association and administration will meet to discuss alternatives. If no alternatives are available, employees will be notified in writing at least fourteen (14) days prior to their layoff or reduction of hours.

ARTICLE XVIII - EVALUATION PROCEDURES

The parties agree that a process of evaluating employees should be developed as follows:

- A. The supervisor will orient the employee new to the position, and provide a written job description and instructions on how to perform the job.
- B. The supervisor will review with the employee the evaluation process and the documentation used to evaluate the employee annually.
- C. The supervisor will periodically check with the employee to assure conformance to job requirements and assess progress toward proficiency.
- D. Probationary Employee: Probationary employees who are laid off or discharged shall not have recourse to the terms of this agreement.
- E. Each Bargaining Unit Employee's job performance and job description will be reviewed with the Bargaining Unit Employee annually for the first three years of employment. After three years of successful employment with the District, the Bargaining Unit Employee will be evaluated once every other year unless the Bargaining Unit Employee or the District requests an evaluation earlier than every other year.

ARTICLE XI – COURT APPEARANCES

- A. Paid Jury Leave: An employee who is off work for jury/subpoena duty shall be paid their full salary for such time missed. If an employee is released from jury/subpoena duty prior to the end of their regular working day, they must contact their supervisor for direction for the balance of that working day. The amount the employee is paid for jury/subpoena duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive their regular paycheck.

ARTICLE XX – VACANCIES

- A. A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes unpopulated by reason of the permanent separation of the Bargaining Unit Employee formerly in said position or a present position within a classification represented by the association which has no Bargaining Unit Employee assigned.

If at any time the Administration wishes to make changes to the title of a classification of an existing position and/or changes to the duties, wages, hours/days of work, etc. of a position, the Association will be given notice.

- B. Posting of Vacancies: Whenever a vacancy within the bargaining unit occurs, the Board shall publicize same by posting such a position at each work site. The notice will contain the bargaining unit, a job title/classification, hours/days/weeks of work, job description, qualifications, and wage. Ten (10) calendar days' notice shall be given before such vacancies shall be posted outside the Association. If a vacancy occurs during the summer, the Association leadership shall be notified of such vacancy by e-mail. Bargaining unit vacancies not filled within thirty (30) calendar days will be reported to the Association.
- C. Transfers/Signing For Vacancies: Any Bargaining Unit Employee may request a transfer after the satisfactory completion of the ninety (90) working day probationary period. The Bargaining Unit Employee shall remain in any position to which they have transferred for a period of six months before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Employee.
- D. Transfer Requests: Request for transfer to a posted vacancy shall be made in writing with each posting. One copy of which shall be filed with the Superintendent or designee and one copy shall be filed with the Association.

ARTICLE XXI – FEDERAL AND STATE LAWS

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing, or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions thereof.

ARTICLE XXII – DURATION AND TERMINATION OF AGREEMENT

- A. This Agreement shall become effective the date of approval by the parties and shall continue in full force and effect and be legally binding on the parties hereto until June 30, 2025.

The Board and the Association both recognize the need to continue initiating change, resolving issues, and addressing the concerns of our employees and the district; therefore, this agreement may be opened by mutual written consent for specifically stated purposes at any time. The parties shall initiate negotiations on an ongoing basis for the purpose of creating successor Agreements in accordance with the Memorandum of Understanding, Living Agreement.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreement or practices are superseded by the terms of this Agreement. It is further agreed that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

- B. Sixty (60) days before the expiration of this contract, the parties shall each initiate written notice regarding negotiations for the purpose of entering into a successor Agreement.
- C. Notice, in accordance with Paragraph B above, shall be given by certified mail. The Bay-Arenac ISD: Board of Education or the Bay-Arenac ISD: Service Employees Association (SEA/MEA) will be the addressed heading to which the certified notice shall be given.

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

ARTICLE XXIII - COMPENSATION

The hourly rate of employees covered by this agreement is set forth in Appendix A as changed, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the length of the contract.

- A. Eligible Bargaining Unit Employees who begin their 11th year of unbroken employment with the board shall receive a longevity payment of \$.35/hour, 15th year of unbroken employment with the Board shall receive a longevity payment of \$.60/hour. Beginning their 20th year, they shall receive \$.85/hour and beginning their 25th year shall receive \$1.10/hour.

- B. Beginning with the 2022 - 2023 school year all lanes in Appendix A will be consolidated into one lane.

- C. For the 2022 - 2023 school year all Bargaining Unit Employees that were compensated on all lanes other than the S.E. Pupil Accounting/Central Registry lane will be moved to the S.E. Pupil Accounting/Central Registry lane and be placed on the closest step that provides them an increase in compensation beyond what they would have received on their previous lane. For all Bargaining Unit Employees who were already on the S.E. Pupil Accounting/Central Registry lane, they will receive a step increase for the 2022 - 2023 school year. The newly consolidated compensation line will hereinafter be referred to as "SEA Wage."

- D. For the 2023-2024 and the 2024-2025 school year, all Bargaining Unit Employees will be entitled to movement on steps and longevity on July 1 of the designated school year.

APPENDIX A

Referred to as “SEA wage”

2022 – 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2022-2023	17.40	18.18	18.98	19.82	20.71	21.61	22.58	23.58	24.63	25.72
2023-2024	17.57	18.36	19.17	20.02	20.92	21.83	22.81	23.82	24.88	25.98
2024-2025	17.75	18.54	19.36	20.22	21.13	22.05	23.04	24.06	25.13	26.24

APPENDIX B LIVING AGREEMENT

THIS LIVING AGREEMENT, entered into this 1st day of July 2019, between Bay-Arenac ISD, and Bay-Arenac Education Support Personnel Association/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

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

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

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

**APPENDIX C
GRIEVANCE FORM**

File Number: _____

LEVEL TWO – ADMINISTRATOR/SUPERVISOR (Oral)

DISCUSSION WITH ADMINISTRATOR/SUPERVISOR Date: _____ Time: _____

LEVEL THREE (Within 7 working days after Level Two discussion)

NAME: _____ DATE FILED: _____ TIME FILED: _____

POSITION: _____ IMMEDIATE SUPERVISOR: _____

Date of Alleged Violation: _____

Alleged Violation: Article _____, Paragraph _____, Page _____

Description of Alleged Violation: _____

Relief Requested: _____

Date

Employee Signature

LEVEL THREE (Within 7 working days from receipt of written Grievance)

ADMINISTRATOR/SUPERVISOR LEVEL (Written)

Date Filed: _____ Time Filed: _____

ADMINISTRATOR'S/Supervisor's Decision (Be specific): _____

Date

ADMINISTRATOR/Supervisor Signature

ASSOCIATION'S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature
File Number: _____

LEVEL FOUR – SUPERINTENDENT OR HIS/HER DESIGNEE LEVEL (Within 7 working days from Level Three decision)

Date Filed: _____ Time Filed: _____

Superintendent's Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION'S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature

LEVEL FIVE – BOARD LEVEL:

Date Filed: _____ Time Filed: _____

Board's Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION'S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature

LEVEL SIX – THIRD-PARTY LEVEL:

Date Filed: _____ Time Filed: _____

Third Party's Decision (Be specific): _____

Date ADMINISTRATOR/Supervisor Signature

ASSOCIATION'S RECEIPT OF DECISION ACKNOWLEDGED:

Date Received by Signature

APPENDIX D MEDICAL BENEFIT COVERAGE

MESSA Choices \$500/\$1000 Plan

MESSA Choices Medical plan highlights



Effective Date: 1/1/2022

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 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.	\$500 individual/\$1,000 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: \$1,500 individual/\$3,000 family Prescription: \$1,000 individual/\$2,000 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

MESSA Choices \$500/\$1000 Plan Continued

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	Subject to deductible and coinsurance
Mental health and substance abuse - inpatient care	
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	
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 Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts 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 Express Scripts 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: 1/1/2022

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 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.	\$1,000 individual/\$2,000 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: \$2,000 individual/\$4,000 family Prescription: \$1,000 individual/\$2,000 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

MESSA Choices \$1000/\$2000 Plan Continued

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	Subject to deductible and coinsurance
Mental health and substance abuse - inpatient care	
Inpatient hospital	
Outpatient physical, occupational and speech therapy - Up to a combined benefit max of 60 visits per individual per calendar year.	
Diagnostic lab and X-ray	
Radiation and chemotherapy	
Autism - applied behavior analysis (ABA) services	
Hearing care - Hearing related services performed by an M.D. or D.O.	
Hearing aids - There is a maximum benefit for a hearing aid for each ear during a 36-month period.	
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 Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts 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 Express Scripts 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: 1/1/2022

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 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: \$1,400 2-Person & Family coverage: \$2,800</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. See <i>Free preventive prescriptions below</i>.</p>	<p>ABC 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: \$2,400 2-Person & Family coverage: \$4,800</p>
In-network services covered at no cost to you	
<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 and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

MESSA ABC Plan 1 Continued

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 Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts 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 Express Scripts 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 2
Medical plan highlights



Effective Date: 1/1/2022

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 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: \$2,000 2-Person & Family coverage: \$4,000 <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. See <i>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: \$5,000 2-Person & Family coverage: \$7,050</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 and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal 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 Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts 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 Express Scripts 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>	

APPENDIX E

Dental Benefit Coverage



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

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

Group #10076

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	Plan Year January 1 through December 31
Annual Maximum	\$1000 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum	\$1500 per eligible individual for covered class IV services
Class I Preventive Services – 70%	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 Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Implants	TMJ/TMD Treatment Cosmetic Treatment
Deductible – None	
Missing Tooth Clause – None	
12 Month Billing Limitation	
Waiting Periods – None	*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 F

Vision Benefit Coverage



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

BAY ARENAC ISD Vision Benefits Plan

Group #10076

The Plan-at-a-Glance Benefit Year – January 1 through December 31

Vision Examination	Covered Up to \$75.00
Spectacle Lenses (Pair):	
Single Vision	Covered Up to \$63.00
Bifocal	Covered Up to \$80.00
Trifocal	Covered Up to \$95.00
Lenticular	Covered Up to \$115.00
Frames	Covered Up to \$130.00
Contact Lenses (Pair) (includes fitting fees)	Covered Up to \$200.00

Extra Lens Features – None

Limits & Exclusions

1. Plan participants are limited to one vision examination during a benefit year
2. Plan participants are limited to one pair of corrective spectacle lenses and one frame during a benefit year
3. Plan participants may choose between eyeglasses or contact lenses, but not both

No Payments will be made for the following:


1. Non-corrective eyeglass or contact lenses
2. Vision therapy or subnormal vision aids
3. Medical or surgical treatment of the eyes
4. Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the benefit year
5. Charges with respect to which benefits are provided under any Workers' Compensation or similar law
6. Vision examination, lenses or frames which would have been furnished without cost in the absence of this insurance or for which an insured person has no legal obligation to pay
7. The cost of frames that exceeds the plan allowance
8. Extra charges for any lens treatments and coatings not listed under Extra Lens Features
9. The additional cost of progressive, polycarbonate and photochromic lenses
10. Charges for contact lenses, including the prescription and fitting fee, that exceed the one-time annual plan allowance

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

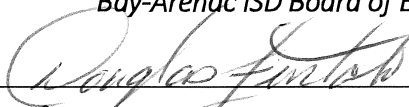
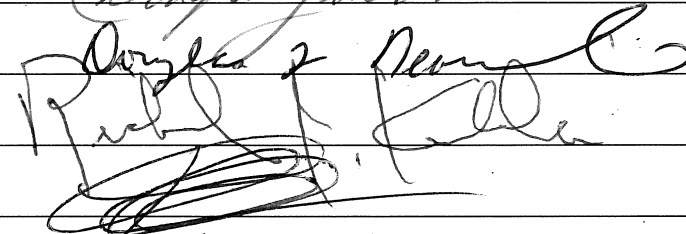
2022 - 2025 Agreement

Date Approved:

Bay-Arenac ISD Service Employees Association/MEA/NEA(SEA)


Amanda Charbonneau
Deane K Jones

Bay-Arenac ISD Board of Education



Thomas Boettcher
Annell Katajka
Sally O'Neill