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# AGREEMENT

*Between the Bay-Arenac ISD Board of Education  
and the Bay-Arenac ISD Education Support  
Personnel Association/MEA/NEA  
July 1, 2021 through June 30, 2024*

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**PREAMBLE**

This Agreement is entered into, effective July 1, 2021, 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.

**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 defined 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. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. An Employee will immediately report any work-related injury to administration. In the event an Employee's personal property that would normally and appropriately be used during regular assigned duties is damaged or destroyed during the course of those duties the Employee may request a reimbursement based on the current value of the damaged item not to exceed out-of-pocket costs of \$250. Time lost by an Employee as a result of an injury that results in a 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.

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. For the 2021-2022 and 2022-2023 All summer Instructional Support Staff positions shall be posted. Any mandated position(s) will be posted at a minimum of seven (7) hours per day. Those Instructional Support Staff identified in Appendix C will be offered a minimum of seven (7) hours per day and shall have first priority in filling a posted summer position. Any vacancies remaining shall be filled on a district-wide seniority basis. In the event there are fewer summer positions than available staff, as identified in Appendix C, seniority as established in Appendix C shall be used to fill the posted summer positions. Employees wishing to substitute in summer programs need to put their name on a summer substitute list. Employees on the list will be called to substitute in order of seniority. The rate of pay for the summer positions, including subbed positions filled by Instructional Support Staff, shall be at the Instructional Support Staff's hourly rate.

Beginning with the 2023 – 2024 school year Federally/Michigan Mandated 5-26 year old classrooms will implement a 12 month calendar from July 1 – June 30 ranging from 185 to 205 days. The calendar will be developed with both parties prior to publishing changes. Full-Time Bargaining Unit Employees shall work 7.25 hours per day.

Federally/Michigan Mandated year round Instructional Support Staff will receive five (5) vacation days per year to be used on non-student, non-work days. Year round Instructional Support staff will receive three (3) personal days and twelve (12) sick days per year. Employees who are on Appendix C will continue to have fifteen (15) vacation days.

Beginning January 2023 a Committee will be assembled of equal Association representatives and District representatives to develop the calendar. Positions for the year round programs

will be posted within 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. Bargaining unit members will receive a duty free lunch and/or breaks per day between July 1 and June 30.

The pay schedule shall be found in Appendix A.

- E. 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.)
- F. The Board will provide adequate facilities that are in compliance with Michigan law.
- G. The administration shall be responsible to have job descriptions for Employees, which may be updated annually and available to the Association leadership upon request.
- H. An Instructional Support Staff Person shall be under the direct supervision of a teacher.
- I. Employees shall be made members of the retirement system as required by law.
- J. 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.

- K. 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.

**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.
- 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 an Employee chooses to retire at the end of the school year, they may elect cash in lieu for the months of July and August.

**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 Dental Coverage pursuant to Appendix D 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). The Board shall pay \$300/month toward the following cash option provided through the Board's Section 125 Plan: cash, group term life, loss of time, and Board approved annuity.
- 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. A self-funded Vision care plan will be provided pursuant to Appendix F 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 twelve (12) days of sick leave beginning July 1st each year, and three (3) 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.

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 and/or personal time and the work site is closed for any reason, the sick leave day(s) and/or personal time 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. **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.
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

E. **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

F. **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.
- C. All other civil and criminal duties, as provided under MPMLA will be available for use as

contractually provided up to forty (40) hours per year.

**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**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021 and shall continue in effect until the 30th day of June 2024. 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**  
**2021-2022, 2022-2023, 2023-2024**

Positions:	1	2	3	4	5	6	7	8	9	10
Instructional Support Staff	\$13.95	\$14.55	\$15.15	\$15.75	\$16.35	\$16.95	\$17.55	\$18.15	\$18.75	\$19.35

Beginning with the Bargaining Unit Employees first pay in the fiscal school year 2021-2022 employed on June 30, 2021, will receive one (1) step advancement on July 1, 2021. The previous positions, Specialized ISS and Plus 30, will also receive one (1) step advancement and the pay rate identified above for the 2021-2022 fiscal school year.

Beginning with the Bargaining Unit Employees first pay in the fiscal school year of 2022-2023 employed on June 30, 2022, will receive one (1) step advancement on July 1, 2022

Beginning with the Bargaining Unit Employees first pay in the fiscal school year of 2023-2024 employed on June 30, 2023, will receive one (1) step advancement on July 1, 2023.

For the 2021-2022 fiscal school year, less applicable taxes and retirement contribution, Bargaining Unit Employees that are already at the top of the salary schedule shall receive a one-time payment of \$500 for the first pay of the fiscal school year.

For the 2022-2023 fiscal school year, less applicable taxes and retirement contributions, Bargaining Unit Employees that are already at the top of the salary schedule shall receive a one-time payment of \$625 on the employees' first pay of the fiscal school year.

For the 2023-2024 fiscal school year, less applicable taxes and retirement contributions, Bargaining Unit Employees that are already at the top of the salary schedule shall receive a one-time payment of \$750 on the employees' first pay of the fiscal school year.

Beginning in the 2021-2022 fiscal school year, eligible Bargaining Unit Employees who begin their 15th year of unbroken employment with the Board shall receive a longevity payment of \$.70/hour. Beginning their 20th year, they shall receive \$1.40/hour, and beginning their 25th year shall receive \$2.10/hour

Beginning in the 2022-2023 fiscal school year, eligible Bargaining Unit Employees who begin their 15th year of unbroken employment with the Board shall receive a longevity payment of \$.75/hour. Beginning their 20th year, they shall receive \$1.45/hour, and beginning their 25th year shall receive \$2.15/hour.

Beginning in the 2023-2024 fiscal school year, eligible Bargaining Unit Employees who begin their 15th year of unbroken employment with the Board shall receive a longevity payment of \$.80/hour. Beginning their 20th year, they shall receive \$1.50/hour, and beginning their 25th year shall receive \$2.20/hour.

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.

**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: \_\_\_\_\_

Superintendent's Decision (Be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Superintendent Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Date Received by Signature

**LEVEL FIVE BOARD LEVEL**

Date Filed: \_\_\_\_\_ Time Filed: \_\_\_\_\_

Board's Decision (Be specific): \_\_\_\_\_

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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): \_\_\_\_\_

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Date: \_\_\_\_\_ Third Party Signature: \_\_\_\_\_

RECEIPT OF DECISION ACKNOWLEDGED:

\_\_\_\_\_  
Date Received by Signature

**APPENDIX C**  
**SUMMER EMPLOYMENT**

1. Leroy Hair

## 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**

<b>The Plan-at-a-Glance</b>	<b>PPO Networks: ADN Dental Network, DenteMax</b>
<b>Maximum Benefits</b>	<b>Plan Year January 1 through December 31</b>
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
<b>Class I Preventive Services – 70%</b>	<b>Increase 10% per calendar year up to 100%</b>
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 <sup>st</sup> & 2 <sup>nd</sup> permanent molars only
Space Maintainers	Once per area per lifetime, up to age 19
<b>Class II Restorative Services – 70%</b>	
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
<b>Class III Major Services – 70%</b>	
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	
<b>Class IV Orthodontic Services – 70%</b>	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
<b>Not Covered</b>	
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. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

**APPENDIX E**  
**MEDICAL BENEFIT COVERAGE**

**MESSA Choices**  
**Medical plan highlights**



**Effective Date: 1/1/2021**

**MESSA Account: Bay Arenac ISD**

**Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA**

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

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

This is a brief summary of in-network benefits. 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](http://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
<b>Annual deductible</b> - 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
<b>Medical copayment</b> - 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
<b>Medical coinsurance</b> - A fixed percentage you pay for a medical service.	0%
<b>Prescription drug coverage</b> - Subject to prescription copayments and coinsurance.	SaverRx with mandatory mail
<b>Annual out-of-pocket maximums</b> <b>Medical:</b> 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. <b>Prescription:</b> 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
<b>Preventive care</b> - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
<b>Prenatal and postnatal care</b> - Prenatal and postnatal doctor visits.	
<b>Blue Cross online visit</b>	Subject to deductible and Blue Cross online visit copayment
<b>Office visit</b> - e.g. primary care physician, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
<b>Specialist visit</b>	Subject to deductible and specialist visit copayment
<b>Urgent care</b> - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
<b>Hospital emergency room (ER)</b> - 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
<b>Allergy testing and therapy</b>	Subject to deductible and coinsurance Specialist visit copayment may apply
<b>Osteopathic manipulations</b> - 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 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, adjusted annually based on the Consumer Price Index (CPI), 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.	
<b>Home delivery of prescription medications</b>	
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 <a href="http://messa.org">messa.org</a> 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	
<b>Medical care outside the U.S.</b>	
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 ( <a href="http://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a> ) to find in-network providers prior to your departure.	
<b>Covered services and approved amounts</b>	
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) &amp; 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
<b>Life and accidental death &amp; dismemberment insurance</b>	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy or you.	
AD&D terminates at age 65 or when employment ends, whichever comes later.	
<i>Life and AD&amp;D insurance underwritten by Life Insurance Company of North America.</i>	

## MESSA Choices Medical plan highlights



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

**Effective Date: 1/1/2021**

**MESSA Account: Bay Arenac ISD**

**Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA**

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

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

This is a brief summary of in-network benefits. 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](http://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
<b>Annual deductible</b> - 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
<b>Medical copayment</b> - 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
<b>Medical coinsurance</b> - A fixed percentage you pay for a medical service.	0%
<b>Prescription drug coverage</b> - Subject to prescription copayments and coinsurance.	SaverRx with mandatory mail
<b>Annual out-of-pocket maximums</b> <b>Medical:</b> 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. <b>Prescription:</b> 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
<b>Preventive care</b> - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.	No cost to you
<b>Prenatal and postnatal care</b> - Prenatal and postnatal doctor visits.	
<b>Blue Cross online visit</b>	Subject to deductible and Blue Cross online visit copayment
<b>Office visit</b> - e.g. primary care physician, obstetrics and gynecology and pediatric visits	Subject to deductible and office visit copayment
<b>Specialist visit</b>	Subject to deductible and specialist visit copayment
<b>Urgent care</b> - Copayment waived if services are required to treat a medical emergency or accidental injury.	Subject to deductible and urgent care copayment
<b>Hospital emergency room (ER)</b> - 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
<b>Allergy testing and therapy</b>	Subject to deductible and coinsurance Specialist visit copayment may apply
<b>Osteopathic manipulations</b> - 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, adjusted annually based on the Consumer Price Index (CPI), 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.	
<b>Home delivery of prescription medications</b>	
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 <a href="http://messa.org">messa.org</a> 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	
<b>Medical care outside the U.S.</b>	
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 ( <a href="http://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a> ) to find in-network providers prior to your departure.	
<b>Covered services and approved amounts</b>	
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) &amp; 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
<b>Life and accidental death &amp; dismemberment insurance</b>	
Life insurance: \$5,000 policy for you.	
Accidental death & dismemberment insurance (AD&D): \$5,000 policy or you.	
AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&amp;D insurance underwritten by Life Insurance Company of North America.</i>	

## MESSA ABC Plan 1 Medical plan highlights



**Effective Date: 1/1/2021**

**MESSA Account: Bay Arenac ISD**

**Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA**

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

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

This is a brief summary of in-network benefits. 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](http://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><b>Annual deductible</b> 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</p> <p>2-Person &amp; 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><b>Medical coinsurance</b> A fixed percentage you pay for a medical service.</p>	0%
<p><b>Prescription drug coverage</b> 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>	ABC Rx with mandatory mail
<p><b>Annual out-of-pocket maximums</b> 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</p> <p>2-Person &amp; Family coverage: \$4,800</p>
<b>In-network services covered at no cost to you</b>	
<p><b>Free preventive prescriptions</b> 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><b>Preventive care and prenatal care</b> Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p>	

<b>In-network services subject to deductible and applicable coinsurance</b>	
<b>Blue Cross online visit</b>	<b>Urgent care</b>
<b>Office visit</b>	<b>Hospital emergency room (ER)</b>
<b>Chiropractic services including modalities</b> Up to 38 visits per calendar year.	<b>Osteopathic manipulations</b> Performed by an Osteopathic physician. Up to 38 visits per calendar year.
<b>Inpatient hospital</b>	<b>Autism - applied behavior analysis (ABA) services</b>
<b>Outpatient physical, occupational and speech therapy</b> Up to a combined benefit maximum of 60 visits per individual per calendar year.	<b>Hearing aids</b> There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.
<b>Hearing care</b> Hearing related services performed by an M.D. or D.O.	<b>Acupuncture</b> Must be performed by an M.D. or D.O.
<b>Diagnostic lab and X-ray</b>	<b>Radiation and chemotherapy</b>
<b>Allergy testing and therapy</b>	<b>Bariatric surgery</b>
<b>Mental health and substance abuse - inpatient and outpatient care</b>	<b>Ambulance</b>
<b>Medical supplies</b>	<b>Durable medical equipment (DME)</b>
<b>Prosthetics and orthotics</b>	<b>Home health care</b>
<b>Skilled nursing facility</b> Up to a maximum of 120 days per calendar year.	<b>Human organ transplant</b> Must be performed at an approved facility.
<b>Home delivery of prescription medications</b>	
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 <a href="http://messa.org">messa.org</a> 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	
<b>Medical care outside the U.S.</b>	
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 ( <a href="http://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a> ) to find in-network providers prior to your departure.	
<b>Covered services and approved amounts</b>	
<b>In-network providers</b> 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.	
<b>Out-of-network providers</b> 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) &amp; 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
<b>Life and accidental death &amp; dismemberment insurance</b>	
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&amp;D insurance underwritten by Life Insurance Company of North America.</i>	

## MESSA ABC Plan 2

### Medical plan highlights



**Effective Date: 1/1/2021**

**MESSA Account: Bay Arenac ISD**

**Employee Group: 350AFGHJLM - BAEA, MESPA, Administrators, AFT, USW, ATAS, and SEA**

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

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

This is a brief summary of in-network benefits. 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](http://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><b>Annual deductible</b> 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</p> <p>2-Person &amp; Family coverage: \$4,000</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><b>Medical coinsurance</b> A fixed percentage you pay for a medical service.</p>	10%
<p><b>Prescription drug coverage</b> 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</i> below.</p>	3-Tier Rx with mandatory mail
<p><b>Annual out-of-pocket maximums</b> 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</p> <p>2-Person &amp; Family coverage: \$7,000</p>

#### In-network services covered at no cost to you

##### Free preventive prescriptions

MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.

##### Preventive care and prenatal care

Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.

<b>In-network services subject to deductible and applicable coinsurance</b>	
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, adjusted annually based on the Consumer Price Index (CPI), 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.
<b>Home delivery of prescription medications</b>	
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 <a href="http://messa.org">messa.org</a> 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	
<b>Medical care outside the U.S.</b>	
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 ( <a href="http://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a> ) to find in-network providers prior to your departure.	
<b>Covered services and approved amounts</b>	
<b>In-network providers</b> 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.	
<b>Out-of-network providers</b> 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) &amp; 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>	
<b>Life and accidental death &amp; dismemberment insurance</b>	
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&amp;D insurance underwritten by Life Insurance Company of North America.</i>	

**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**

<b>Vision Examination</b>	Covered Up to \$75.00
<b>Spectacle Lenses (Pair):</b>	
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
<b>Frames</b>	Covered Up to \$130.00
<b>Contact Lenses (Pair) (includes fitting fees)</b>	Covered Up to \$200.00

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**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.



2021 - 2024 AGREEMENT

Date Approved: June 21,, 2021

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

Heidi Nijm President  
Kerika  
Lamellum Treasurer  
Delores Hair  
Paul J. J.

Bay-Arenac ISD Board of Education

Douglas Smith PRESIDENT  
Doug A. Vice PRESIDENT  
Trustee  
Frank G. Zuber Trustee  
Thomas B. Trustee  
R. J.