

# **Supervisors**

**AGREEMENT BETWEEN**

**THE BAY CITY BOARD OF  
EDUCATION**

**and**

**THE ASSOCIATION OF  
SUPERVISORY PERSONNEL  
OF THE BAY CITY PUBLIC SCHOOLS**

**2025-2026**

**2026-2027**

**2027-2028**

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

THIS AGREEMENT entered this first day of July 2025, by and between the Board of Education of the School District of the City of Bay City, Michigan, hereinafter called the "District", and the Association of Supervisory Personnel of the Bay City Public Schools, hereinafter called the "Association".

**WITNESSETH**

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

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

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

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

**ARTICLE 1 - RECOGNITION**

**Section 1.01**

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

**Section 1.02**

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

**Section 1.03**

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

The term "Director" shall mean the Director of Nutritional Services.

The term "HR Office" shall refer to the Office of Human Resources and Employee Relations.

#### **Section 1.04**

For purposes of this agreement, Supervisors covered by this contract include, but are not limited to Food Service Managers. Other supervisory positions may be included in the Association if the parties agree that such positions are substantially similar to those listed herein.

#### **Section 1.05**

Excluded from this classification are those employees covered under different collective bargaining agreements, the Director of Nutrition Services, Human Resources Managers, and other positions considered to be classified as "Central Office" roles.

### **ARTICLE 2 - ENCOURAGEMENT AND SUPPORT OF SUPERVISORS**

#### **Section 2.01**

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

#### **Section 2.02**

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

#### **Section 2.03**

The District may allow up to fifteen (15) days in each calendar year, upon the prior approval of the HR Office and subject to scheduling and budgeting allowance, for the express purpose of improving the Supervisors' specific job skills through professional development. Additional days may be granted at the discretion of the HR Office. Supervisors are encouraged to share with the HR Office the known dates and costs of programs which might be considered for member participation.

### **ARTICLE 3 - RIGHTS OF THE BOARD OF EDUCATION**

#### **Section 3.01**

All parties acknowledge that the Board, both on its own behalf and on behalf of the District's electors, retains and reserves all powers, rights, authority, duties, and responsibilities granted to it by the Constitution and laws of the State of Michigan and the United States. The Board's exercise of these powers, including the adoption of policies, rules, regulations, and practices, and the use of its judgment and discretion, shall be limited only by the specific and express terms of this Agreement, and only to the extent that those terms are consistent with applicable state and federal laws and constitutions.

#### **Section 3.02**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

## **ARTICLE 4 - SUPERVISORS RIGHTS AND RESPONSIBILITIES**

### **Section 4.01**

The provisions of this Agreement, including wages, hours, and terms and conditions of employment, shall be applied equitably and without discrimination based on race, creed, religion, color, national origin, age, gender, membership in or association with an employee organization, or any other status protected by Federal or State law. Both the District and the Association are committed to providing supportive services that ensure all students have equal access to the benefits of public education, regardless of race, creed, religion, color, age, gender, marital status, national origin, height, weight, physical or mental disability, or any other protected characteristic as defined by Federal or State law.

### **Section 4.02**

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

### **Section 4.03**

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

### **Section 4.04**

Supervisors shall maintain the proper certification(s) required by the local health department as required to be the designated "person in charge".

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

### **Section 5.01**

When duly authorized by a Supervisor on a form approved by the District, payroll deductions shall be made from the salary check as directed by the Supervisor to the extent authorized by law.

## **ARTICLE 6 - SUPERVISOR EVALUATIONS**

### **Section 6.01**

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

### **Section 6.02**

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

### **Section 6.03**

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

### **Section 6.04**

If the District determines that it shall not continue to employ a Supervisor in their position as Supervisor, the District shall give written notice to the Supervisor and the Association of such determination and shall provide, in writing, within seven (7) calendar days of the notice, the basis for its determination. In the event that such determination is based upon unacceptable performance of the individual Supervisor, such determination shall be based solely upon performance following previous evaluations. The parties acknowledge that reductions in the supervisory staff may be the result of, or due to, a decline in the overall fiscal standing of the District. In those instances, such reductions shall not be tied to an individual's performance other than as contained in the criteria stated in Article 12.

Each Supervisor shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the Supervisor's request, accompany the Supervisor in conducting such a review. The review will be made in the presence of the HR Office. The Supervisor may challenge any materials in the file and if the accuracy or completeness of the file is contested by the Supervisor. They may provide a written statement and any other relevant material and ask that these be added to their personnel file.

### **Section 6.05**

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

### **Section 6.06**

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

## **ARTICLE VII - GRIEVANCE PROCEDURE**

### **Section 7.01**

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

### **Section 7.02**

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

### **Section 7.03**

Notwithstanding the provisions of Section 7.05, an appeal that affects more than one (1) Supervisor not reporting to the same Director may be submitted, in writing, to the HR Office directly, and the processing of such an appeal shall be commenced at Level Two.

### **Section 7.04**

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

### **Section 7.05**

**LEVEL ONE:** An informal settlement between the aggrieved Supervisor and their Director shall be attempted.

**LEVEL TWO:** A Supervisor with a grievance, with or without the chairperson of the professional grievance committee or its designee, shall present the appeal in writing to their Director within twenty (20) calendar days of the occurrence of the knowledge of the event upon which the grievance is based.

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

(b) The HR Office or their designee shall represent the District at this level of the grievance procedure. Within fifteen (15) calendar days after the receipt of the written grievance by the HR Office, they shall meet with the aggrieved employee and the designated representative of the Association in an effort to settle the grievance.

**LEVEL FOUR:** In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within fifteen (15) calendar days after the Level Three meeting, the Association may within fifteen (15) calendar days, refer the unsettled grievance to arbitration. The arbitrator shall be selected by an agreement between both parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations. The District and the Association shall not be permitted to assert, in such arbitration proceedings, any grounds, or to rely on any evidence not previously disclosed to the other party as part of or during the proceedings at Levels One, Two, or Three. The arbitrator shall be without power or authority to make any decision prohibited by law, or to add to, alter or modify this Agreement. The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The decision shall be final and binding on both parties and shall comply with the Michigan Uniform Arbitration Act, PA 71 of 2012. The costs of the services of the arbitrator shall be borne by both parties equally.

## **ARTICLE 8 - WORK YEAR AND HOLIDAYS**

The term of the employment year shall be July 1 through June 30.

The work year shall begin ten (10) workdays prior to the first day of school for students and end one (1) workday after students are released for summer break. The work year shall include all scheduled days of student instruction, fourteen (14) days of scheduled work outside of the school calendar, and nine (9) holidays.

### **Section 8.01 Holidays**

Labor Day

Thanksgiving Day AND the Friday after Thanksgiving Day

Christmas Eve & Christmas Day AND New Year's Eve & New Year's Day

If Christmas Day and New Year's Day fall on:

- Sunday: the Mondays, the Tuesday after Christmas, and the Friday before New Year's Day shall be Holidays.
- Monday: the Mondays, the Tuesday after Christmas, and the Friday before New Year's Day shall be Holidays.
- Tuesday: the Tuesdays & Mondays before shall be Holidays.
- Wednesday: the Wednesdays & the Tuesdays before shall be Holidays.
- Thursday: the Thursdays & the Fridays after shall be Holidays.
- Friday: the Thursdays before & Fridays shall be Holidays.
- Saturday: the Thursdays & Fridays before shall be Holidays.

Good Friday

Memorial Day

July 4th (Summer Food Supervisor only, eight (8) hours at the summer rate)

### **Section 8.02 Weekend Catering Events**

Should the Director determine the need for a Supervisor to work a catering event on a Saturday or Sunday, the Supervisor shall be allowed 1.5x the time scheduled as time off at a later date to be scheduled with the approval of the Director.

### **Section 8.03 Summer Food Supervisor**

The Summer Food Supervisor position will be bid out in the following manner:

1. The position will be offered to the most senior Supervisor who bids on the position.
2. Should no Supervisor bid on the position, the Director will assume the responsibilities of the Summer Food Supervisor.

The Supervisor receiving the bid will receive one (1) earned sick time day, which can accumulate into 13.04 Earned Sick Time, and will be paid an hourly rate computed by dividing the successful bidder's previous year's salary by 1680.

(e.g.,  $\text{Salary} / (42 \text{ weeks} \times 5 \text{ days/week} \times 8 \text{ hours/day}) = \text{Hourly Rate}$ )

### **Section 8.04**

On a day when school is cancelled due to inclement weather, the Supervisor will communicate with the Director regarding any changes to the Supervisor's work schedule. Any changes must be mutually agreed upon.



## **ARTICLE 9 - COMPENSATION**

### **Section 9.01**

The Supervisors covered by this Agreement shall be paid in accordance with the Salary Schedule in Section 18. All staff will be compensated through Direct Deposit.

At the time of initial employment, the District will determine the new Supervisor's placement on the salary schedule up to the equivalent of current Supervisors with the same years of direct experience.

### **Section 9.02**

The Salary Schedule is based upon a normal five (5) day work week and the annual compensation shall be paid in twenty-six (26) bi-weekly installments.

### **Section 9.03 Mileage**

Upon presentation of proper documentation by the Supervisor's approved school related mileage expenses shall be reimbursed at the District's established rate.

### **Section 9.04 Uniform Reimbursement**

There shall be a two hundred and fifty dollar (\$250) annual uniform reimbursement. Reimbursement shall be paid at the beginning of the school year or prorated and issued upon hire. Prior approval of uniform reimbursement shall be required through the Director of Nutrition Services.

## **ARTICLE 10 -SEVERANCE AND RETIREMENT**

### **Section 10.01 Severance Pay**

Bargaining unit members hired after July 1, 2019, shall not be eligible for this provision.

At any time a Supervisor having fifteen (15) or more years of service to the District shall leave the employ of the District for reasons other than retirement under Section 10.02, they shall receive severance pay of two hundred dollars (\$200) for each year of service but not to exceed six thousand dollars (\$6,000), plus severance pay prorated at current salary for every day of accumulated sick leave over forty (40) days but not to exceed four thousand five hundred (\$4,500) dollars. In the event of the death of a Supervisor, the designated beneficiary(ies) of said Supervisor shall receive all severance pay due said Supervisor.

### **Section 10.02**

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

They shall notify the HR Office of an intent to retire at least ninety (90) calendar days prior to the effective date of retirement unless otherwise waived by the Superintendent.

### **Section 10.03**

Supervisors hired after July 1, 2019, shall not be eligible for this provision.

For each accumulated unused sick leave day up to a maximum of 96 days and up to 150 days, the employee shall receive an amount based upon the employee's base rate of pay (less longevity, current improvement, etc.) at the time of retirement.

For each accumulated unused sick leave day above 96 days and up to 150 days, the employee shall receive an amount based upon one-half (1/2) the employee's base rate of pay at the time of retirement.

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

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

### **Section 10.04**

Supervisors hired after July 1, 2019, will receive payment of fifteen dollars (\$15) for each day of earned sick time up to a maximum of one hundred fifty (150) days.

## **ARTICLE 11 - CREATION OF NEW SUPERVISORY POSITIONS**

### **Section 11.01**

The District reserves the right to create new supervisory positions. However, the duties, wages, hours and employment, and other conditions of employment shall be agreed upon by the District and the Association.

Other supervisory positions will be included in the Association, provided such positions are deemed to be essential to the normal categories included herein by the parties hereto. Failure to agree will result in the appeal procedure set forth in Article 7 being followed.

### **Section 11.02**

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

## **ARTICLE 12 - REDUCTION OF STAFF**

### **Section 12.01 Determination Factors**

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

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

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

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

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

### **Section 12.02 Allocation of Duties**

When reduction of supervisory staff dictates added workload to remaining Supervisors, the duties will be allocated as evenly as possible. The District and Association shall confer and agree on such matters. In the event the parties cannot agree upon the allocation of duties, the matter shall be resolved pursuant to the appeal process set forth in Article 7.

## **ARTICLE 13 - SICK LEAVE**

### **Section 13.01 Rate of Accumulation**

Earned sick time accumulates at the rate of ten (10) days per year and shall be limited to 150 days of total accumulation. Accumulated sick time will be available to the employee on the District's digital platform.

### **Section 13.02 Return to Work**

If there is a question regarding the illness or injury of an employee, the Superintendent or their designee may require a doctor's statement verifying the Supervisor may return to work.

### **Section 13.03 Worker's Compensation**

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

### **Section 13.04 Earned Sick Time**

#### **1. Use of Earned Sick Time:**

- a. Employees may use any of their accrued earned sick time in half (½) day increments.
- b. Notice of the need to take earned sick time off shall be given to the employee's immediate supervisor within the three (3) workdays prior to using earned sick time, if known; or as soon as the paid sick time need is foreseeably known.
- c. Earned sick time shall be allowed for the following purposes:
  - i. The employee's own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.
  - ii. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.
  - iii. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.
  - iv. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.
  - v. For the closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's, or employee's family member's, presence in the community would jeopardize the health of others because of the member's or family member's exposure to a communicable disease
- d. "Family member" as used in this Article, shall include:
  - i. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.
  - ii. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

- iii. A person to whom the employee is legally married under the laws of any state or a domestic partner.
- iv. A grandparent.
- v. A grandchild.
- vi. A biological, foster or adopted sibling.
- vii. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- e. Any employee who utilizes earned sick time shall not be required to search for or secure a replacement worker as a condition for using earned sick time.

2. Earned Sick Time Usage Exceeding Three (3) Consecutive Days:

- a. An employer may require an employee who has used more than three (3) consecutive days of earned sick time to provide reasonable documentation that the earned sick time has been used for an appropriate purpose. Upon request, the employee must provide documentation in a timely manner. Documentation signed by a health care professional indicating that earned sick time is necessary is considered reasonable documentation.
- b. In cases of domestic violence or sexual assault, one (1) of the following types of documentation selected by the employee is considered reasonable documentation:
  - i. A police report indicating that the employee's or the employee's family member was a victim of domestic violence or sexual assault.
  - ii. A signed statement from a victim and witness advocate affirming that the employee or a family member is receiving services from a victim services organization.
  - iii. A court document indicating that the employee or family member is involved in legal action related to domestic violence or sexual assault.
- c. The employer must not require that the documentation explain the nature of the illness or the details of the violence. If the employer decides to require documentation for earned sick time, the employer must pay for all out-of-pocket expenses the employee incurs in obtaining the documentation.
- d. An employer shall not require disclosure of details relating to domestic violence, or sexual assault, or the details of an employee's, or an employee's family member's, medical conditions as a condition of providing earned sick time. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or an employee's family member, the employer must treat that information as confidential and not disclose that information except with the permission of the affected employee.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **Section 14.01 Purpose**

Any employee whose personal illness or disability extends beyond the period compensated shall be granted a leave of absence without pay or benefits for such additional time as may be necessary for complete recovery from such illness. Leave of absence without pay shall not exceed one (1) year. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position.

### **Section 14.02 Personal Business**

Two (2) personal business days will be granted at the beginning of the year. Personal business days do not accumulate but may be rolled over to each employee's personal earned sick time bank if not used by June 30.

Personal business days may be used to transact business when the Supervisor, through no fault of their own, is unable to transact such business except during their regular working hours.

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

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

- 1) A maximum of three (3) days to attend services or grieve for a death in the immediate family; spouse, father, mother, father-in-law, mother-in-law, brother, sister, children/stepchildren, grandchildren, and grandparents. Additional time may be granted at the discretion of the HR Office.
- 2) One (1) day for the attendance at the funeral service of a person whose relationship to the employee warrants such attendance. The request and relationship must be communicated in writing to the HR Office prior to such leave.
- 3) Absence when called for jury service.
- 4) Court appearance as a witness in any case connected with the Supervisor's employment or whenever the Supervisor is subpoenaed to attend any proceeding.

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

In accordance with the Family and Medical Leave Act, and not as an additional benefit, an unpaid child rearing leave of up to six (6) months shall be granted without benefits. Upon written request, submitted at least ninety (90) calendar days before the end of the initial leave, an extension of up to six (6) additional months may be considered. A supervisor who has been granted child-rearing leave must submit a written request for re-employment at least ninety (90) calendar days before their intended return to work.

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

#### **Section 14.05 Military**

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

#### **Section 14.06 Part-time Service**

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

#### **Section 14.07 Physical Examination**

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

#### **Section 14.08 Leaves Without Pay**

It is intended that a leave of absence without pay, or benefits will be granted only in exceptional circumstances and rarely. A meeting with the HR Office will be held to review the reason for such leave and the impact on the operation of the District.

#### **Section 14.09 Loss of Benefits**

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

#### **Section 14.10 Leave for Employment within the District**

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

### **ARTICLE 15 - INSURANCE PROTECTION**

#### **Section 15.01 Establishment**

Pursuant to the authority set forth in the School Code of 1955, as amended, the District agrees to furnish all Supervisors with insurance as outlined below.

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

Fully funded group term life insurance coverage in the amount of seventy-five thousand dollars (\$75,000.00) AD & D, in addition to the coverage provided in Section 15.03. All Supervisors must be actively at work on the effective date of any changes in coverage.

Any changes in coverage will be effective the first of the month following ratification of the contract by all parties with the exception of Supervisors not actively at work. Insurance coverage changes for those not actively at work will take place the first of the month following their first day back to work.

### **Section 15.03 Insurance Benefits**

For the term of this Agreement, the District shall provide complete health care protection on a full twelve (12) month basis with either a single, two-person, or full family benefit status as selected by the Supervisor during the open enrollment period. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the District shall make premium payments on behalf of the Supervisor and their eligible dependents for the following insurance program to include medical, dental, vision and hospitalization insurance for a full twelve (12) month period.

### **Section 15.04 Health Care**

The District will contribute one hundred percent (100%) of the hard cap limits (through PA 152) for medical premiums and maintain the medical benefit plan coverage year from January 1 through December 31. The Association may select other products annually for the duration of this contract. Should the premium cost of the HSA plan fall under one hundred percent (100%) of the State hard cap rates, the District will pay the difference in premium cost and hard cap contribution to the employee through an HSA contribution no later than the first regularly scheduled payroll in January if enrolled in the HSA plan.

The annual District paid amounts shall adjust at the beginning of each MESSA plan year (January 1 through December 31), at one hundred percent (100%) of the maximum State Hard Cap permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act (PA 152).

Any premium or deductible for the HSA Plan, above the one hundred percent (100%) of Hard Cap, will be the responsibility of the employee and will be contributed through payroll deduction in equal bi-weekly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA, up to the maximum amounts allowed by Federal Law.

The District shall have the right to recover any unpaid premiums by the member (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described are not available, the District reserves the right to terminate healthcare coverage of the Supervisor who is unable to make their portion of the premium current.

In the event that State Legislation changes with PA 152, the Association and District will reconvene to negotiate the impact of the new legislation in a timely manner.



Beginning January 1, 2026, employees shall have the following MESSA medical plans available:

A. *Option 1: MESSA Choices II*

\$500/\$1,000 In-Network Deductible  
\$20/\$20/\$20 On-Line/Office Visit/Specialist Visit Copay  
\$25/\$50 Urgent Care/Emergency Room Copay  
3-Tier Rx

B. *Option 2: MESSA ABC Plan 1*

\$1,650/\$3,300 In-Network Deductible (set by IRS\*)  
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay  
\$0/\$0 Urgent Care/Emergency Room Copay  
3-Tier Rx  
Health Equity Account

*Supervisors who enroll in a H.S.A. eligible medical plan may select to have seventy percent (70%) of the IRS deductible minimums (currently one thousand six hundred fifty dollars (\$1,650) for self only and three thousand three hundred dollars (\$3,300) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in January and thirty percent (30%) of the IRS deductible minimums for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A. account no later than the first regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan. The deductible level deposited shall be based upon the coverage level selected (e.g., Single or 2-Person/Family).*

*If the employee's actual IRS deductible minimums costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the IRS deductible minimums no later than the first regularly scheduled payroll in the month following their request.*

*\*In the event there are changes in the minimum HDHP deductible, then it shall be increased consistent with state and federal law.*

C. *Option 3: MESSA ABC Plan 2*

\$2,000/\$4,000 In-Network Deductible  
\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay  
\$0/\$0 Urgent Care/Emergency Room Copay  
0% Co-insurance  
3-Tier Mail Rx  
Health Equity Account

*Employees who enroll in ABC Plan 2 H.S.A. eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently two thousand dollars (\$2,000) for self only and four thousand dollars (\$4,000) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A.*

*account no later than the first (1<sup>st</sup>) regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan*

*2. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).*

*If the employee's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first (1<sup>st</sup>) regularly scheduled payroll in the month following their request.*

**D. Option 4: MESSA ABC Plan 3**

\$3,500/\$7,000 In-Network Deductible

\$0/\$0/\$0 On-Line/Office Visit/Specialist Visit Copay

\$0/\$0 Urgent Care/Emergency Room Copay

20% Co-insurance

5-Tier Mail Rx

Health Equity Account

*Employees who enroll in ABC Plan 3 H.S.A. eligible medical plan may select to have seventy percent (70%) of the in-network deductible (currently three thousand five hundred dollars (\$3,500) for self only and seven thousand dollars (\$7,000) for two (2) person and full family) deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in January and thirty percent (30%) of the in-network deductible for H.S.A. eligible medical plans deposited annually into their HEQ H.S.A. account no later than the first (1<sup>st</sup>) regularly scheduled payroll in September and shall be included in the premium cost for the ABC Plan 3. The deductible level deposited shall be based upon the coverage level selected (i.e., Single or 2-Person/Family).*

*If the employee's actual in-network deductible costs exceed the seventy percent (70%) amount deposited for January 1 through August 31, said employee shall submit a written request to the HR Office to have their H.S.A. account increased with the remaining thirty percent (30%) of the in-network deductible no later than the first (1<sup>st</sup>) regularly scheduled payroll in the month following their request.*

**E. Option 5: Cash in-lieu of \$100 per month**

**Cash/Annuity In-Lieu**

Supervisors who qualify for health insurance coverage and who choose not to be provided with such coverage shall receive a cash option payment of one hundred dollars (\$100.00) per month or one hundred dollars (\$100.00) per month under Section 125 of the Internal Revenue Code (403b).

Annually, the Supervisor will need to complete a declination form when not selecting insurance coverage. As a condition to obtaining any cash-in-lieu benefit, the bargaining unit member must first present documentation that they have other coverage meeting affordability and coverage minimums of the Affordable Care Act.

### **Section 15.05 Dental**

The District shall provide fully funded dental insurance options for a full twelve (12) month period through MESSA Dental Insurance Program. Options available are full family, single, or two person levels of benefits. The program coverage shall be:

- Diagnosis & Prevention = 100% (2 cleanings per year)
- Basic Services = 80% (X-Rays)
- Major Services = 80% (Annual Max = \$1,500)
- Orthodontics = 80% (Lifetime Max = \$1,500)

### **Section 15.06 Duplicate Coverage**

Spouses employed by the District may carry only one medical insurance policy between them.

### **Section 15.07 Liability Coverage**

The District will provide liability insurance to cover losses resulting from litigation against the Supervisor for any actions related to their job assignment.

### **Section 15.08 Supplemental Coverage**

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

### **Section 15.09 Vision**

The District shall provide fully funded vision insurance for a full twelve (12) month period through MESSA VSP-3G. Options available are full family, single, or two person levels of benefits.

### **Section 15.10 Long-Term Disability**

The District shall provide fully funded long-term disability insurance for all Supervisors for a full twelve (12) month period.

Benefits shall be paid at sixty percent (60%) of salary up to a monthly maximum of five thousand dollars (\$5,000) as negotiated between both parties after a sixty (60) Calendar Day Straight Wait (CDSW).

Social Security freeze and family offset shall be included with a pre-existing condition waiver. Alcoholism/drug waiver and mental/nervous disorders have a maximum of two (2) years benefits payout. Cost of living adjustments are not included. There is a two (2) year benefit for their own occupation.

All other District provided benefits end with the beginning of long-term disability payments until an employee returns to work with the District.

### **Section 15.11 Flexible Spending Account**

A Flexible Spending Account will be available for employee contribution outlined by federal regulations.

## **ARTICLE 16 - VACANCIES, PROMOTIONS, TRANSFERS**

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

The District and the Association agree that all positions as defined in Article 1, Section 1.04 of this Agreement shall be staffed by competent and qualified personnel.

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

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

Criteria used when considering Supervisors for other positions shall be:

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

### **Section 16.02 Availability**

A Job Description for each Supervisory position will be available from the HR Office.

## **ARTICLE 17 - DURATION OF AGREEMENT**

### **Section 17.01 Term**

This Agreement shall become effective July 1, 2025, and shall continue in full force and effect until June 30, 2028, (the "termination date"), except as outlined below:

### **Section 17.02 Extension**

Notwithstanding the termination date stated above, this Agreement shall automatically renew on a year-to-year basis unless either party provides written notice of its intent to terminate at least sixty (60) calendar days prior to the current termination date. Thereafter, either party may terminate the Agreement by providing sixty (60) calendar days' written notice before the termination date of any renewal term.

### **Section 17.03 Amendment**

If either party wishes to amend or modify this Agreement, it must provide written notice specifying the nature of the proposed changes. If the parties do not reach agreement on the proposed amendment(s) within forty-five (45) calendar days from the date of notice, the amendment will be considered withdrawn. This period may be extended by mutual written consent of both parties. Any agreed-upon amendments will become part of this Agreement without altering its remaining terms.

## ARTICLE 18 - SALARY SCHEDULE

### Section 18.01

For 2025-2026, Supervisors shall advance one step on the salary schedule. Each step shall be increased approximately 3%.

For 2026-2027, Supervisors shall advance one step on the salary schedule. Each step shall be increased approximately 3%.

For 2027-2028, Supervisors shall advance one step on the salary schedule. Each step shall be increased approximately 3%.

**Salary Schedule**

Step	25-26	26-27	27-28
Step 1	\$34,530	\$35,566	\$36,633
Step 2	\$36,557	\$37,654	\$38,784
Step 3	\$38,606	\$39,764	\$40,957
Step 4	\$40,601	\$41,819	\$43,074
Step 5	\$42,625	\$43,904	\$45,221
Step 6	\$46,666	\$48,066	\$49,508
Step 7	\$48,687	\$50,147	\$51,652
Step 8	\$52,732	\$54,314	\$55,943
Step 9	\$54,757	\$56,399	\$58,091
Step 10	\$57,486	\$59,211	\$60,987
Step 11	\$60,352	\$62,162	\$64,027
Step 12	\$65,209	\$67,166	\$69,181
Step 15 (+500)	\$65,709	\$67,666	\$69,681
Step 18 (+500)	\$66,209	\$68,166	\$70,181
Step 21 (+500)	\$66,709	\$68,666	\$70,618
Step 24 (+500)	\$67,209	\$69,166	\$71,181

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 30th day of June 2025.

BAY CITY PUBLIC SCHOOLS  
BOARD OF EDUCATION

*Matt Felau*

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President

ASSOCIATION OF SUPERVISORY  
PERSONNEL OF THE BAY CITY  
PUBLIC SCHOOLS

*CARRIE SEPEDA*

---

Secretary

*Courtney Mitchell*

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President

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**EUAMQ-3XDHV-PMPYN-WPRPA**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**05 AUG 2025 10:40:12 UTC**

## SIGNER

**CARRIE SEPEDA**

EMAIL  
**SEPEDAC@BCSCHOOLS.NET**

## TIMESTAMP

SENT  
**09 JUL 2025 17:46:45 UTC**

VIEWED  
**09 JUL 2025 17:50:38 UTC**

SIGNED  
**09 JUL 2025 17:51:00 UTC**

## SIGNATURE

*CARRIE SEPEDA*

IP ADDRESS  
**75.129.17.213**

LOCATION  
**BAY CITY, UNITED STATES**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**09 JUL 2025 17:50:38 UTC**

**MATT FELAN**

EMAIL  
**FELANM@BCSCHOOLS.NET**

SENT  
**09 JUL 2025 17:46:45 UTC**

VIEWED  
**09 JUL 2025 18:44:37 UTC**

SIGNED  
**09 JUL 2025 18:44:54 UTC**

*Matt Felan*

IP ADDRESS  
**174.224.52.112**

LOCATION  
**CANTON, UNITED STATES**

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
**09 JUL 2025 18:44:37 UTC**



# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**EUAMQ-3XDHV-PMPYN-WPRPA**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**05 AUG 2025 10:40:12 UTC**

## SIGNER

**COURTNEY MITCHELL**

EMAIL  
**MITCHELLC@BCSCHOOLS.NET**

SHARED VIA  
**LINK**

## TIMESTAMP

SENT  
**09 JUL 2025 17:46:45 UTC**

VIEWED  
**05 AUG 2025 10:40:02 UTC**

SIGNED  
**05 AUG 2025 10:40:12 UTC**

## SIGNATURE

*Courtney Mitchell*

IP ADDRESS  
**136.228.49.3**

LOCATION  
**BAY CITY, UNITED STATES**

