

# **AGREEMENT**

**between the**

**MUNISING PUBLIC SCHOOLS**

**and the**

**MUNISING EDUCATION ASSOCIATION  
AN AFFILIATE OF THE MEA AND THE  
UPEA**

Effective: September 1, 2021

To August 31, 2024

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**CONTRACT**

**BETWEEN MUNISING PUBLIC SCHOOL BOARD  
AND THE MUNISING EDUCATION ASSOCIATION  
AND UPEA AND MEA, As Agreed  
Upon at the Meeting of July 20, 2021**

THIS AGREEMENT entered into this **1<sup>st</sup> day of September 2021**, by and between THE BOARD OF EDUCATION of the Munising Public School District hereinafter called the “Board” and the UPEA, Michigan Education Association, and Munising Education Association, hereinafter called the “Association”.

WITNESSETH:

**WHEREAS**, the members of the teaching profession are particularly qualified to recommend policies and programs designed to improve educational standards, and

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of Munising is their mutual aim, and

**WHEREAS**, the Board, pursuant to Act 379 of the Michigan Public Acts of 1965, has bargained with the Association as the representative of its teaching personnel with respect to hours, wages, and other terms and conditions of employment; in consideration of the following mutual covenants, **IT IS HEREBY AGREED** as follows:



## ARTICLE 1 – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative to the extent required by Act 379 of the Public Acts of 1965 for the purpose of collective bargaining in respect to rates of pay, wages, hours, and conditions of employment for all certified teaching personnel including guidance counselors and librarians employed half time or more (three (3) hours equals half time), but excluding supervisory and executive personnel, office and clerical employees, substitute teachers, community school personnel, and teacher aides. All fringe benefits are prorated based upon the percentage of full time excluding dental insurance which is paid in full.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association as long as recognition set forth in paragraph A is in force for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance or problem and having the grievance or problem adjusted without intervention by the Association if the adjustment is not inconsistent with the terms of this Agreement; provided that the Association has been given an opportunity to be present if the proposed adjustment falls within the terms covered by this Agreement. Such individual agreement shall not be looked upon by either party as binding precedence for future adjustments.





## **ARTICLE II – TEACHERS’ AND ASSOCIATION RIGHTS**

- A. The Board, its officers, agents, or employees will not interfere in any way with the rights of the Association bargaining unit members; there shall not be discrimination, coercion or disparate treatment of any bargaining unit member as a result of his or her participation in negotiations, grievance processing, or any other activity protected by the terms of this Agreement, the Michigan Public Employees Relations Act, the Elliot-Larson Civil Rights Act, or other state or federal laws.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings provided the administration is notified of the building’s proposed use. Availability of the school building facilities to the Association and its members is subject to prior commitments. Bulletin boards and other established media of communication shall be available to the Association and its members.
- C. The Board agrees to furnish to the Association or respond to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocation, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information, except privileged communications, which may be necessary for the Association to process any grievance or complaint.
- D. The Board agrees to make the gym area and the lounge facility available to the Association free of charge four (4) evenings per month. The Association cannot interfere with prescheduled events.
- E. The Board agrees to provide adequate copying equipment to aid teachers in the production of instructional material.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, and handicap or age discrimination.



**ARTICLE III – RIGHTS OF THE BOARD**

- A. The Association recognizes that the Board has responsibility and authority to manage and direct on behalf of the public all the operations and activities of the School District to the full extent authorized by law provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.



**ARTICLE IV – PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

Each pay period each teacher shall receive the following information:

- 1. Breakdown of Gross Pay including:
  - a. Schedule A Pay
  - b. Schedule B Pay
  - c. Cafeteria Supervision
  - d. Sick Day Payment
  - e. Personal Day/Comp Time Payment
  - f. Summer Programs
  - g. Other

Breakdown is limited to 28 lines on paper check stubs.

- B. The salary schedules are based upon a normal weekly teaching load according to the accepted school calendar except that any additional compensation shall be set forth according to Schedule B which shall name the specific duty and amount to be paid for the performance thereof.

Payment for extra duties shall be made in a payroll period providing the time report is in the main office by 1 p.m. Friday prior to the payday week.

The Board of Education reserves the right to create additional voluntary extra-duty assignments and will use the posting policy.

- C. The following legal holidays shall be observed and all schools closed:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	

- D. When a meeting is scheduled at the request of the Board, a teacher engaged during the school day in negotiation on behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration shall be released from regular duties without loss of salary.

- E. Teachers and their spouses are to be admitted free to all school-sponsored activities.



- F. Teachers will be paid on either a basis of twenty (20) or twenty-six (26) payments, but once the choice is made, it cannot be changed during the school year.
- G. The Board may grant up to ten (10) years on the salary schedule for prior experience.
- H. Teachers will be granted three (3) personal leave days providing the following criteria are adhered to:
  - 1. No more than three (3) teachers per building may be absent on personal leave on any given day.
  - 2. One (1) week prior notice is required unless it is an emergency.
  - 3. Teachers who do not use their personal business days will receive payment of “daily substitute teacher pay” for each unused day on the first payroll following the last day of school. Two personal days may be carried over to the next school year.
  - 4. No more than two (2) persons per building may request personal leave on any given day during the months of May and June.

**ARTICLE V – TEACHING HOURS**

- A. The teacher’s normal hours of work shall be as designated by the Board except that the Board shall make known its proposed hours to the Association and shall meet, if requested by the Association, to mutually discuss the opening and closing times of the teacher’s school day. Hours of work for teachers shall be 15 minutes before start and 10 minutes after dismissal of school. Hours of work for teachers who begin their work day at the middle/high school and end their work day at the elementary shall be 5 minutes before the start of school until school is dismissed. All recesses are duty-free. Teachers shall be released on Fridays and days before holidays as soon as school is dismissed.
- B. Cafeteria supervision is on a voluntary basis with both elementary and secondary teachers being paid at the rate of \$11.00 per day.
- C. Staff meetings may be called by the administration providing three (3) days notice is given.
- D. A maximum of four (4) in-service training sessions per year may be scheduled by the administration providing two (2) weeks’ notice is given. These sessions are to run no later than 5:00 p.m.

Attendance is mandatory for those teachers for whom the in-service training has been scheduled.

- E. Teachers who are required to travel between buildings for teaching assignments on a daily basis shall be compensated as per the following rate per school year:

One way:	\$150.00
Round trip:	\$200.00





## ARTICLE VI – TEACHING LOADS AND ASSIGNMENTS

- A. Insofar as practical, the Board will endeavor to comply with State of Michigan standards in regard to teaching loads and assignments.
- B. Special Education teachers will be provided preparation time comparable to that of regular education teachers.
- C. Pupils shall receive the number of instructional hours necessary to allow the district to qualify for full state aid.
- D. Elementary Prep Time
1. The Board agrees to continue its practice regarding teacher preparation time for elementary teachers during those times when students receive instruction from special area teachers such as teachers of art, music or physical education. The Board will provide an average of at least **two hundred fifty (250)** minutes per week of teacher preparation time for each full-time elementary teacher of regular education classes, prorated for part-time. The district will strive to schedule at least one (1) preparation period per day for each Elementary teacher. Elementary special area teachers and other teachers with similar schedules, will also be scheduled for an average of at least **250** minutes of preparation time, but such time may not be scheduled in the same manner as for elementary teachers of regular education classes.
  2. For elementary teachers, the **250** minutes of preparation time will normally include periods of at least **twenty (20)** minutes each. For elementary special area teachers and other teachers with similar schedules, the **250** minutes of preparation time may include time contiguous with any non-classroom time within the school day.
- E. Middle School / High School Prep Time  
All middle school and high school teachers will receive daily individual prep time equivalent to one regularly scheduled class period.
- F. For online classes, each teacher shall be compensated \$100 per student per semester.
- G. Teachers teaching a semester class on their prep time (50 minutes in a 7-period day) shall be paid \$6,800, prorated by semester (i.e., a semester class would be \$3,400).
- Assignments of more than six (6) teaching periods shall be subject to the written approval of the teacher involved. A copy of the approval shall be attached to the teacher's contract.



**ARTICLE VII – TEACHING CONDITIONS AND RESPONSIBILITIES**

**WORDING IN BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE, APPLIES ONLY TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. The Board will make a continuing effort to reach the state recommended standards as to classroom size.
- B. The Board agrees at all times to keep the schools reasonably equipped and maintained subject to the funds available. The Board will confer from time to time with the Association and/or appropriate teacher professional improvement committees on the selection of text materials and educational aids to the end of improving the learning process.
- C. The use of staff lounges will be limited to use by staff members only during the working day. After the designated working day, the use of the staff lounges will be limited to staff members and their families.  
  
The Board shall maintain the present existing facilities available in each school regarding lunchrooms, restrooms and lavatory facilities exclusively for teacher use.
- D. Telephone facilities shall be made available to teachers for their reasonable use as presently provided.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship; and no religious nor political activities of any teacher or the lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. **THE PRECEDING SENTENCE ALSO APPLIES TO DISCIPLINE DECISIONS.**
- F. When students are not in attendance due to weather conditions, the professional staff shall not be required to be in attendance.
- G. Principals shall make requisition forms available to each teacher for classroom supplies and materials. Each teacher shall receive adequate supplies of pencils and paper upon approval by the principal of a requisition form made available to each teacher.
- H. Released time shall be provided as deemed necessary by department heads and principals of schools concerned. The Superintendent shall be informed.
- I. A teacher is expected to remain after the normal school day when an advance appointment for a personal conference is made by a parent and/or a student and the teacher. The time for the meeting is to be agreed upon by the teacher.
- J. Absentee forms will not have to be signed for job-related release time.
- K. Grades will be due one full week after the end of each marking period.
- L. Teachers who substitute for other teachers during normal preparation time shall be compensated at \$16 per period or comp time.



## ARTICLE VIII – LEAVE PAY

- A. All teachers shall be granted ten (10) days sick leave per year to be used during that school year prior to using any of the accumulated sick days. Unused sick leave days shall be accumulative to one hundred thirty (130) days. Ten (10) days are to be granted at the beginning of each school year. First-year teachers who use their ten (10) days and do not complete the school year shall repay unearned sick leave. Tenured teachers shall have the right to borrow up to thirty (30) days from future sick leave for absences of three (3) consecutive days or more. Borrowed days must be repaid five (5) days each year, and paid in full prior to separation from the district. At no time will borrowed days exceed thirty (30). The Board reserves the right to request doctor certification for absences due to illness in excess of three (3) days.
- B. Each teacher shall be given written notice at the beginning of the school year as to the amount of sick leave he/she has accumulated.
- C. Teachers shall be paid daily substitute pay for each day of sick leave accumulated over one hundred thirty (130) days. This payment shall be made within two weeks following the end of the school year beginning in the 2008-09 school year.
- D. Teachers hired before September 11, 2012 who meet the requirements for retirement as established by the Michigan Public School Retirement System and who have at least ten (10) years in the school district shall receive two hundred dollars (\$200) per day up to one hundred thirty (130) days of unused accumulated sick leave. This amount will be paid over three (3) years in equal installments beginning with the first pay in January and occurring at the same time in the following two Januarys. The payment shall be deposited into a 403b account established by the employee. Both parties agree that the payments are not compensation for services rendered under the Michigan Public School Retirement System.
- E. Upon retirement and after the retiree has been in the system ten (10) years and proper notification has been given by April 1, one (1) month's pay shall be given the retiree based on a ten-(10) month school year at the teacher's current rate of pay excluding extracurricular pay. This benefit shall be available to the estate, surviving spouse, or designated beneficiary of the deceased teacher. Both parties agree that the payment is not compensation for services rendered under the Michigan Public School Retirement System.
- F. If a teacher dies while in the employment of the District for more than ten (10) years, his/her designated beneficiary shall receive both of the benefits as calculated above.



**ARTICLE IX – LEAVES OF ABSENCE**

**WORDING IN BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE, APPLIES ONLY TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to twelve (12) months beyond expiration of compensated sick leave time. **UPON RETURN FROM LEAVE A BARGAINING UNIT MEMBER SHALL BE ASSIGNED TO THE SAME POSITION, IF AVAILABLE, OR A SUBSTANTIALLY EQUIVALENT POSITION PROVIDED THE BARGAINING UNIT MEMBER IS CAPABLE OF PERFORMING THE DUTIES OF SUCH POSITION.**
  
- B. Leaves of absence generally for reasons other than personal illness may be granted by the Superintendent upon application via the principal of the school. Approval of such leaves shall depend in part upon the availability of suitable substitutes, the availability of sufficient sums to pay such substitutes, the feasibility of altering schedules, and the amount of notice given the Board on application.
  
- C. Leaves of absence when granted shall be with time chargeable against the teacher's earned and accumulated sick leave time for the following reasons unless other reasons are approved by the Board or its representative:
  - 1. A maximum of ten (10) days per school year for an illness of a family member. A "family member" includes
    - a. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
    - b. A biological parent, foster parent, stepparent, parent-in-law, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
    - c. An individual to whom the employee is "legally married under the laws of any state;"
    - d. A grandparent or grandchild; and
    - e. A biological, foster, or adopted sibling, and other relatives living in the same household as a member of the regular family unit.
  
  - 2. When a death occurs of a teacher's family member, the teacher shall be granted five (5) days. None of these days are chargeable to sick leave. Five (5) additional days may be granted by the Superintendent or his/her representative at his/her discretion. These additional days would be chargeable to sick leave. Leave for other relatives shall be granted up to three (3) days at the Superintendent's discretion chargeable to sick leave. One (1) day shall be granted for a close personal friend chargeable to sick leave at the discretion of the Superintendent or his/her representative.
  
  - 3. Additional time in the above two (2) categories may be granted as leave by the Superintendent or his/her representative at his/her discretion.





D. The following leaves of absence when granted shall be with pay and not chargeable against the teacher's sick leave time:

1. Absence when a teacher is called for jury duty service. (Any compensation received, excluding mileage, shall be turned over to the Board.)
2. Lost time when a teacher is under a subpoena from any court or administrative agency pertaining to a school-related matter.
3. Time necessary to take the selective service physical examination.
4. Teachers' absences resulting from school-related assault and battery.

E. Leaves of absence without pay may be granted upon application and Board approval for the following purposes, and the regular salary increment occurring during such period shall be allowed upon the teacher's return. **INDIVIDUALS HIRED TO FILL THESE POSITIONS WILL BE INFORMED IN WRITING OF THE STATUS OF THE POSITION.**

1. Study related to the teacher's certification.
2. Study to meet eligibility requirements for a license in an area of education.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Full-time participation in the Peace Corps or other government sponsored programs.
5. Sabbatical leave pursuant to Section 572 of the School Code of 1955.

F. The representative of the School District and Association agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1995 (FMLA).

1. The leave of absence may, upon approval of the Board, extend to the end of the school year in which the teacher commenced such leave of absence and further provided that:
  - a. **THE REINSTATEMENT SHALL BE TO THE BARGAINING UNIT MEMBER'S FORMER POSITION OR OTHER POSITION FOR WHICH HE/SHE IS CERTIFIED AND QUALIFIED.**
  - b. The leave may be extended up to a period of one (1) year by written request of the teacher and at the discretion of the Board. **THE INDIVIDUAL WILL BE ASSIGNED A POSITION FOR WHICH HE/SHE IS CERTIFIED AND QUALIFIED IN ACCORDANCE WITH SENIORITY RIGHTS PROVIDED IN ARTICLE XVI OF THIS MASTER AGREEMENT.**
  - c. A teacher on maternity leave shall receive the health insurance benefits provided for under this Collective Agreement while covered under the FMLA.

2. The granting of such leave shall in no way interrupt seniority and rights attendance thereto.
- 
- G. If a teacher arranges for a qualified substitute with the principal, the Board or the administration may grant a leave of absence.
  - H. Military leaves of absence may be granted to any teacher who is inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any contractual increments or sick leave allowances gained in their absence. **INDIVIDUALS ON MILITARY LEAVE SHALL BE ENTITLED TO RETURN TO THEIR POSITION ON THE ANNIVERSARY DATE OF THE NEXT CONTRACTUAL YEAR PROVIDED THAT SUFFICIENT NOTICE IS GIVEN BY THE INDIVIDUAL TO ALLOW THE BOARD TO MAKE CONTRACTUAL PROVISIONS FOR THE RETURN.**
  - I. There shall be no break in seniority during leaves of absence. **FOR LAYOFF AND RECALL PURPOSES, THERE SHALL BE NO BREAK IN SENIORITY DURING A LEAVE OF ABSENCE.**
  - J. The President of the Munising Education Association will be granted Association leave for use by designated members for any Association business. Said Association days shall be without loss of compensation to said designated members. Twelve (12) days: Eight (8) granted to the Association; four (4) days to be paid for by the Association at the rate of substitute pay. The Association shall pay all retirement costs associated with Association days provided here in.

**ARTICLE X – EVALUATION AND PERSONNEL FILE**

**WORDING IN BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE ONLY APPLIES TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. Each teacher shall have the right to review his/her personnel file.
  
- B. **THE BOARD SHALL DEAL THROUGH THE SUPERINTENDENT CONCERNING INDIVIDUALS, WHO IN TURN WILL DEAL WITH THE PRINCIPAL EXCEPT IN CASES OF DUAL EMPLOYMENT, I.E., PROGRAM ADMINISTERED BY THE SUPERINTENDENT.**
  - 1. **WITHIN FIFTEEN (15) CALENDAR DAYS FOLLOWING THE RECEIPT BY THE INDIVIDUAL OF THE WRITTEN NOTICE AND REASONS FOR HIS/HER DISMISSAL, THE INDIVIDUAL MAY REQUEST A HEARING BEFORE THE BOARD OF EDUCATION. FAILURE TO REQUEST A HEARING WITHIN THE FIFTEEN (15) CALENDAR DAYS WILL WAIVE THE RIGHT TO A HEARING.**
  - 2. **IF A HEARING IS REQUESTED, IT WILL BE CONDUCTED IN THE FOLLOWING MANNER:**
    - A. **EITHER PARTY HAS A RIGHT TO BE REPRESENTED BY A PERSON OF HIS/HER OWN CHOOSING.**
    - B. **EITHER PARTY HAS THE RIGHT TO TRANSCRIBE THE PROCEEDINGS.**
    - C. **WITHIN FIFTEEN (15) CALENDAR DAYS FOLLOWING THE CONCLUSION OF THE HEARING, THE BOARD WILL RENDER ITS DECISION IN WRITING AND PROVIDE THE INDIVIDUAL WITH A COPY.**
  
- C. **AFTER EACH FORMAL EVALUATION, A CONFERENCE WILL BE CONDUCTED WITH THE INDIVIDUAL BY THE EVALUATOR WITHIN THREE(3) SCHOOL DAYS. A COPY OF THE EVALUATION IS TO BE GIVEN TO THE INDIVIDUAL BEFORE THE SCHEDULED CONFERENCE.**



## **ARTICLE XI – STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board and administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing.
- C. Any teacher may use such restraining physical force as is necessary on the person of any pupil in conformance with MCL 380.1312 (4) (a)-(f), MCL 380.1307 and MCL 380.1307 (a)-(h).
- D. Any assault upon a teacher arising from performance of duties shall be promptly reported to the Board or its designated representative. In the event of such an assault or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matters including financial aid for the services of legal counsel. These requests shall be made to the Board, who determines, in its discretion, whether the conduct of the teacher involved justifies any assistance from the Board. The Board has total discretion in granting or not granting assistance. The Association agrees that all teachers shall observe Board approved and published rules respecting punishment of students as established by the Board or required by law.
- E. Any complaints directed toward a teacher shall be promptly called to the teacher's attention if the complaint is considered serious enough to note in the teacher's personnel folder. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. The source of the complaint shall be identified.
- F. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher as a result of a school-related incident while in the school or on the premises or while participating in a school-sponsored activity.
- G. In matters relating to the disciplining of students with disabilities, the Board of Education shall abide by Federal and State laws regarding suspension and expulsion.



**ARTICLE XII- VACANCIES, PROMOTIONS, AND TRANSFERS**

**WORDING IN CAPITALIZED BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE, APPLIES ONLY TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. THE BOARD RECOGNIZES THAT IT IS DESIREABLE IN MAKING ASSIGNMENTS TO CONSIDER THE INTERESTS AND ASPIRATIONS OF THE INDIVIDUAL. REQUESTS BY AN INDIVIDUAL FOR A TRANSFER TO A DIFFERENT CLASS, BUILDING, OR POSITION SHALL BE MADE IN WRITING, ONE (1) COPY OF WHICH SHALL BE FILED WITH THE SUPERINTENDENT AND ONE (1) COPY SHALL BE FILED WITH THE ASSOCIATION. THE APPLICATION SHALL SET FORTH THE REASON FOR TRANSFER, THE SCHOOL, GRADE OR POSITION SOUGHT, AND THE APPLICANT'S ACADEMIC QUALIFICATIONS. SUCH REQUESTS SHALL BE RENEWED ONCE EACH YEAR TO ASSURE ACTIVE CONSIDERATION BY THE BOARD.**

**CERTIFICATIONS, QUALIFICATIONS AND EFFECTIVENESS SHALL BE THE CRITERIA IN FILLING VACANCIES WITHIN THE DISTRICT. IF CERTIFICATION, QUALIFICATION AND EFFECTIVENESS OF APPLICANTS ARE EQUAL, THEN SENIORITY WITHIN THE BARGAINING UNIT SHALL BE THE DETERMINING FACTOR IN AWARDING THE POSITION. THE BOARD AND THE ASSOCIATION AGREE THAT THE DEFINITION OF CERTIFIED AND QUALIFIED IS THAT THE INDIVIDUAL WILL BE IN COMPLIANCE WITH THE PRESENT SPECIFICATIONS OF STATE AND FEDERAL LAWS IN REGARD TO CERTIFICATION AND QUALIFICATION AND THAT THIS DEFINITION APPLIES TO ALL ARTICLES IN THIS AGREEMENT.**

- B. THE ASSOCIATION RECOGNIZES THAT WHEN NEW VACANCIES OR NEW POSITIONS OCCUR DURING THE SCHOOL YEAR IT MAY BE DIFFICULT TO FILL THEM FROM WITHIN THE DISTRICT WITHOUT UNDUE DISRUPTION TO THE EXISTING INSTRUCTIONAL PROGRAM. IF THE SUPERINTENDENT IN HIS/HER REASONABLE JUDGMENT SO DETERMINES, SUCH A VACANCY MAY BE FILLED ON A TEMPORARY OR TENTATIVE BASIS UNTIL THE END OF THE NORMAL SCHOOL YEAR. THE POSITION WILL BE POSTED FOR FIVE (5) SCHOOL DAYS WHEN IT OCCURS IN ALL SCHOOLS IN THE DISTRICT.**
- C. LIKewise, ALL SUPERVISORY VACANCIES WILL BE POSTED FOR FIVE (5) SCHOOL DAYS; AND THE BOARD WILL GIVE EQUAL CONSIDERATION TO ALL PROFESSIONAL EMPLOYEES WHO APPLY.**

**WHEN VACANCIES OR NEW POSITIONS OCCUR, THE SUPERINTENDENT SHALL EMAIL, AT THEIR SCHOOL E-MAIL ADDRESS, A COPY OF THE NOTICE TO THE ASSOCIATION AND INDIVIDUAL. A COPY OF THE NOTICE FOR POSITIONS WILL ALSO BE POSTED ON THE MUNISING PUBLIC SCHOOL'S WEBSITE. THE PERMANENT ASSIGNMENT OF AN INDIVIDUAL TO THE OPEN POSITION SHALL NOT BE MADE UNTIL THE EXPIRATION OF A TEN (10) DAY WAITING PERIOD.**





- D. AN INVOLUNTARY TRANSFER WILL BE MADE ONLY IN CASE OF THE BOARD ASSIGNING PRESENT EMPLOYEES TO FILL THE IMMEDIATE NEEDS OF THE DISTRICT DUE TO REDUCTION IN PERSONNEL, AN EMERGENCY OR TO PREVENT UNDUE DISRUPTION OF THE INSTRUCTIONAL PROGRAM. THE SUPERINTENDENT SHALL NOTIFY THE BARGAINING UNIT MEMBER AND THE ASSOCIATION OF THE REASONS FOR SUCH TRANSFER.**
- E. ANY INDIVIDUAL WHO SHALL BE TRANSFERRED TO A SUPERVISORY OR EXECUTIVE POSITION SHALL LATER RETURN TO HIS/HER PREVIOUS STATUS AND SHALL BE ENTITLED TO RETAIN SUCH RIGHTS AS HE/SHE HAVE HAD UNDER THIS AGREEMENT PRIOR TO SUCH TRANSFER TO SUPERVISORY OR EXECUTIVE STATUS.**
- F. ANY NEW POSITION THAT IS CREATED MUST BE POSTED IN THE SAME MANNER AS ANY VACANCY. INDIVIDUALS WHO WILL BE AFFECTED BY THE CHANGE IN GRADE ASSIGNMENTS OR SUBJECT MATTER WILL BE NOTIFIED AND CONSULTED BY THEIR PRINCIPAL AS SOON AS PRACTICABLE AND PRIOR TO JULY 31. SUCH CHANGES WILL BE VOLUNTARY TO THE EXTENT POSSIBLE.**



### ARTICLE XIII – NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but in the areas of hours, wages, and other terms and conditions of employment shall be subject to professional negotiations between the parties from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selection of representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. By June 1 of each bargaining year the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment.
- C. In any negotiation described in this Article neither party shall have any control over the selection of the negotiation or bargaining representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the local Association and the UPEA review. The parties mutually pledge that representatives selected by each party be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.



#### Article XIV - Professional Grievance Negotiation Procedure

- A. If an individual employee has a personal complaint which he/she desires to discuss with the Superintendent, he/she is free to do so without recourse to the grievance procedure.
- B. Definition: A grievance is a written claim or complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

The term “days” herein shall mean working days where the Business Office/Superintendent Office is open.

- C. Grievance Procedure: Any grievance must be presented as soon as the occurrence or nonoccurrence comes to the attention of the grievant, as is reasonably possible without interruption of work. To become the basis for a claim, the grievance must be presented at STEP 1 within fifteen (15) working days after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or nonoccurrence.

An individual employee may present a grievance and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is consistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance is appropriate only if it involves more than one (1) employee.

Grievances will be presented in the following steps:

D. STEP 1 – Building Administrator

Before initiating a formal written grievance at STEP 2 the grievant alleging a violation of the express provisions of this Agreement shall orally discuss the grievance with the building administrator.

E. STEP 2 – Superintendent

1. If a complaint is not resolved at Step 1, the grievant may invoke the formal grievance procedure, within ten (10) working days of the Step 1 meeting, by putting the grievance into written form (See Grievance Form) and delivering copies of the same to the Superintendent. A grievant may, at his/her option, deliver the written grievance to the Association for forwarding to the Superintendent. The written grievance shall contain the following:
  - a. (1) the section or subsections of this Agreement alleged to have been violated;
  - b. (2) the specific facts giving rise to the alleged violation;
  - c. (3) the date(s) of the alleged violation;
  - d. (4) the relief requested; and
  - e. (5) signature of the grievant. No Grievance Form may contain more than one grievance. A written grievance that does not provide the above information may be summarily dismissed for failure to provide the required information. Such rejection shall not extend the timelines hereinafter set forth.
2. Within seven (7) working days of the receipt of the grievance at Step 2, the Superintendent (or his or her designee) and grievant and/or representative of the Association (at the grievant’s request) shall meet in an effort to resolve the grievance.

The Superintendent (or his/her designee) shall indicate his/her disposition of the grievance in writing within seven (7) working days of such meeting, and shall furnish a copy to the Association.

F. STEP 3 – Board of Education

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent at Step 2, or if no disposition has been made within seven (7) working days of the meeting at Step 2 the grievance shall be transmitted to the District's Board of Education by filing a written copy with the President or other designee of the Board. The Board shall meet (in accordance with the Michigan Open Meetings Act) with the grievant, and/or Association representatives at the request of the grievant, to review the grievance or give such other consideration to the grievance as it may deem appropriate. Disposition of the grievance by the Board will be made no later than seven (7) working days following any meeting at Step 3. A copy of such disposition shall be furnished to the grievant and to the Association.

G. STEP 4 – Arbitrator

If the Association is not satisfied with the disposition at Step 3, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the Association shall, within fifteen (15) working days following the written disposition of the grievance at STEP 3, file written demand for arbitration in accordance with the rules of the American Arbitration Association and serve the demand upon the Agency within the same fifteen (15) working day interval.

1. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other party.
2. All arbitration proceedings are subject to and will be conducted pursuant to the Uniform Arbitration Act, MCL 691.1681 et seq.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall have no power to rule on any of the following:
  - a. Termination of services or failure to reemploy any probationary employee.
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedure specified in the Teachers' Tenure Act.
  - c. Award damages that are not specifically covered in this contract.
4. Both parties are bound by the decision of the arbitrator so long as it is within the scope of his/her authority as set forth above. Judgment may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the parties. The parties will pay their own costs for arbitration, including attorneys' fees.

I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

- J. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
  
- K. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue, including substantive arbitrability. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. In the event that the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
  
- L. Notwithstanding any other provision in the Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
  
- M. Miscellaneous Conditions
  - 1. Access to personnel records will be in accordance with the Bullard-Plawecki Employee Right to Know Act, Board Policy and other applicable law.
  - 2. If a bargaining unit member must be involved in the grievance procedure during the work day, the member shall be excused from work with pay for that purpose upon administrative approval.
  
- N. An arbitration under this Agreement shall be held at the District's administrative office, unless a different location is agreed to by the parties in writing.



## ARTICLE XV – MISCELLANEOUS PROVISIONS

### **WORDING IN BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE, APPLIES ONLY TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. When regular teachers are requested by the administration to substitute within the school day, the substitute should be qualified in the field. Substitute teaching will be offered to teachers on a regular rotating basis depending on availability. Whenever possible, the teacher is to be asked at least one (1) hour before the class. He/she has the right to refuse and will not be penalized in any way.
- B. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the District; and the Association shall whenever feasible have the opportunity in advance to consult with the Board with respect thereto prior to publication.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher's contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. **THE BOARD AGREES THAT IN THE EVENT THE LEGISLATURE REPEALS PUBLIC ACT NO. 4 OF THE EXTRA SESSION OF 1937, AS AMENDED, AND TO THE EXTENT PERMITTED BY LAW, A BARGAINING UNIT MEMBER HAVING SUCCESSFULLY SERVED TWO (2) FULL YEARS OR MORE IN THIS DISTRICT, CAN OBTAIN BINDING ARBITRATION UPON A DISPUTE FOR DISCHARGE OR DEMOTION IN THE BARGAINING UNIT MEMBER POSITION. THE ARBITRATOR SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS CONTRACT ONLY. THE DECISION TO DISCHARGE OR DEMOTE A BARGAINING UNIT MEMBER SHALL NOT BE ARBITRARY OR CAPRICIOUS.**
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees or to the District shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Solicitors of non-educational materials and supplies are not to be permitted to solicit teachers in the school during the school day.
- G. When schools do not open to children due to inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, teachers are not expected to report for duty. When schools are closed due to inclement weather, teachers are not expected to remain on duty for more than fifteen (15) minutes after students are dismissed. If school is not open for the day, such information will be disseminated by way of text message, email, or phone call.
- Scheduled days of student instruction which are not held because of conditions not within the control of school authorities shall be rescheduled only according to law. The rescheduled days shall be made up mutually agreed by the Association and the Board of Education.
- H. A Problems Resolution Committee may call meetings with the principal and/or Superintendent upon adequate advanced notice given to the respective parties. These meetings

shall be held based on a mutually agreeable time. Composition of the committee is solely at the discretion of the Munising Education Association.

- I. Each school year, a committee will be formed consisting of two to three administrators, one to two board members, and two teachers from each building (PK-5, 6-12), to establish professional development activities in the district for that school year.
- J. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act.

**ARTICLE XVI – REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL**

**WORDING IN BOLD PRINT, IN ANY OF THE FOLLOWING SECTIONS OF THIS ARTICLE, APPLIES ONLY TO EMPLOYEES WHOSE POSITION IS NOT REGULATED BY THE TEACHERS' TENURE ACT**

- A. IN THE EVENT THE BOARD DECIDES TO REDUCE THE NUMBER OF BARGAINING UNIT MEMBERS THROUGH LAYOFF OF EMPLOYMENT DUE TO A DECREASE IN STUDENT ENROLLMENT, LACK OF FUNDS, OR ELIMINATION OR CONSOLIDATION OF POSITION(S), THE FOLLOWING PROCEDURE SHALL FOLLOW BOARD POLICY 3131.**
- 1. INDIVIDUALS SHALL BE LAID OFF ACCORDING TO CERTIFICATION, QUALIFICATIONS AND SENIORITY.**
- B. IF FOR ANY REASON THE BOARD ANTICIPATES A REDUCTION OF STAFF, IT SHALL, PRIOR TO TAKING FORMAL ACTION, CONSULT WITH THE MUNISING EDUCATION ASSOCIATION TO RECEIVE RECOMMENDATIONS REGARDING PRIORITIES AND PROCEDURES TO BE FOLLOWED.**
- C. THE BOARD SHALL DEVELOP A LIST OF NECESSARY STAFF POSITIONS THAT ARE TO BE REDUCED BASED UPON THE PROPOSED EDUCATIONAL PROGRAM FOR THE FORTHCOMING SCHOOL YEAR. THE LIST OF STAFF POSITIONS THAT ARE TO BE REDUCED SHALL BE POSTED IN EACH BUILDING WITH A COPY TO THE ASSOCIATION. SUCH LIST SHALL BE POSTED PRIOR TO ANY LAYOFF. AN INDIVIDUAL ON LEAVE OF ABSENCE SHALL BE CONSIDERED IN THE SAME STATUS AS AN ACTIVELY EMPLOYED BARGAINING UNIT MEMBER.**
- D. THE BOARD WILL ENDEAVOR TO GIVE NOTICE OF LAYOFF TO THE INDIVIDUAL(S) INVOLVED WITHIN TEN (10) BUSINESS DAYS AFTER THE BOARD HAS BECOME AWARE OF OR HAS TAKEN ACTION ON THE LAYOFF. THE BOARD SHALL GIVE WRITTEN NOTICE FROM LAYOFF BY SENDING A REGISTERED OR CERTIFIED LETTER, RETURN REPLY REQUESTED, TO SAID INDIVIDUAL AT HIS/HER LAST KNOWN ADDRESS. IT SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL TO NOTIFY THE BOARD OF ANY CHANGE IN ADDRESS. THE INDIVIDUAL'S ADDRESS AS IT APPEARS IN THE BOARD'S RECORDS SHALL BE CONCLUSIVE WHEN USED IN CONNECTION WITH LAYOFFS, RECALL, OR OTHER NOTICE TO THE INDIVIDUAL. IF AN INDIVIDUAL FAILS TO REPORT TO WORK WITHIN TEN (10) CALENDAR DAYS FROM THE DATE OF SENDING OF THE RECALL AND ACKNOWLEDGEMENT OF RECEIPT OF SAME, UNLESS EXTENUATING CIRCUMSTANCES EXIST, SAID INDIVIDUAL SHALL BE CONSIDERED AS A VOLUNTARY QUIT AND SHALL THEREBY TERMINATE HIS/HER INDIVIDUAL EMPLOYMENT CONTRACT AND ANY OTHER EMPLOYMENT RELATIONSHIP WITH THE BOARD.**
- E. IN THE EVENT THERE IS A DISAGREEMENT AS TO WHICH BARGAINING UNIT MEMBER(S) ARE TO BE LAID OFF, THE PARTIES SHALL AGREE ON A MEETING BETWEEN REPRESENTATIVES OF THE ASSOCIATION AND THE ADMINISTRATION TO REVIEW THE PROCEDURE USED TO DETERMINE THE ORDER OF LAYOFF. IN THE EVENT THAT AFTER THIS MEETING, THE PARTIES STILL CANNOT AGREE AS TO WHICH BARGAINING UNIT**

**MEMBER(S) ARE TO BE LAID OFF, THE ASSOCIATION MAY USE THE PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE ARTICLE XIV.**

**F. ANY INDIVIDUAL ON LAYOFF SHALL BE RECALLED IN INVERSE ORDER OF LAYOFF PROVIDED HE/SHE IS QUALIFIED AND CERTIFIED FOR THE VACANCY. WHERE QUALIFICATIONS AND CERTIFICATIONS ARE EQUAL, SENIORITY IN THE DISTRICT WILL BE THE DETERMINING FACTOR. NO LOSS OF EXPERIENCE FACTOR, TENURE, OR SENIORITY GRANTED BY THE DISTRICT SHALL OCCUR; AND A BARGAINING UNIT MEMBER'S ACCUMULATED SICK LEAVE SHALL NOT BE CANCELLED BUT SHALL REMAIN CREDITED TO HIM/HER. A BARGAINING UNIT MEMBER WHOSE SERVICE HAS BEEN INTERRUPTED BY LAYOFF WILL ACCRUE SENIORITY PURSUANT TO STATE LAW. PRIOR TO RECALL ALL AVAILABLE POSITIONS SHALL HAVE BEEN POSTED FOR AT LEAST TEN (10) DAYS UNLESS IMMEDIATE STUDENT ACADEMIC NEED AS DETERMINED BY THE BOARD NECESSITATES A PLACEMENT. THE BOARD IN SUCH CASE MAY ASK THE ASSOCIATION PRESIDENT TO GRANT A THREE-DAY POSTING.**

**NO NEW BARGAINING UNIT MEMBERS SHALL BE EMPLOYED BY THE BOARD WHILE THERE ARE BARGAINING UNIT MEMBERS OF THE DISTRICT WHO ARE LAID OFF UNLESS THERE ARE NO LAID-OFF BARGAINING UNIT MEMBERS WITH PROPER CERTIFICATION AND QUALIFICATIONS TO FILL ANY VACANCY WHICH MAY ARISE. AFTER A BARGAINING UNIT MEMBER IS LAID OFF, HE/SHE SHALL HAVE RIGHTS TO RECALL AS GOVERNED BY STATE LAW.**

G. A seniority list shall be prepared by the Administration and submitted to the Association by February 1 and shall be posted in the respective buildings no later than March 31 of each year. Bargaining Unit Members shall be listed according to:

1. Years of Continuous Service
2. Grades in Which the Teacher is Certified
3. Subject Areas Presently Teaching

H. Seniority shall be defined as the teacher's first working day of continuous service in the School District. In the circumstances of more than one (1) individual teacher beginning on the same date, date of hire will determine position on the seniority list. A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board, providing said discharge is not being challenged through tenure proceedings, the courts, or the grievance procedure.

I. Seniority will be earned only where a member is in a bargaining unit or on a Board-approved leave of absence from a bargaining position.

**J. AN INDIVIDUAL ON A BOARD APPROVED LEAVE OF ABSENCE SHALL ONLY BE REPLACED BY A CERTIFIED AND QUALIFIED INDIVIDUAL WHO IS ISSUED AN INDIVIDUAL CONTRACT ONLY FOR THAT TIME PERIOD DURING WHICH THE LEAVE HAS BEEN APPROVED, AND THE INDIVIDUAL CONTRACT SHALL STATE THAT THE INDIVIDUAL HAS NO RIGHTS OF RECALL.**

**K. IF A BARGAINING UNIT MEMBER IS ON LAYOFF, HE/SHE SHALL RETAIN HIS/HER RIGHT TO RETURN TO WORK AS SOON AS THERE IS A POSITION**

**FOR WHICH HE/SHE IS CERTIFIED AND QUALIFIED PROVIDED HE/SHE IS THE MOST SENIOR PERSON IN LINE.**

**ARTICLE XVII – INCLUSIVE EDUCATION OR ITS EQUIVALENCY**

- A. Any bargaining unit member who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a Special Education eligible student in a regular education classroom setting shall be invited in writing to participate in the individual educational planning team (IEPT) for such student. For an IEP scheduled outside of contractual working hours, the teacher shall receive compensatory time or pay based on Schedule B's current substitute pay.
  
- B. If any bargaining unit member in writing advises the Employer of a reasonable basis to believe that a Special Education eligible student's current individual educational planning team (IEPT) report is not meeting the student's unique needs as required by law, the Employer shall forthwith call an IEPT. The member so advising the Employer shall be invited to, and attend, the IEPT.
  
- C. The parties recognize the extent to which a Special Education eligible student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the student. Accordingly, in order to assure that the Special Education eligible student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Employer shall:
  - 1. Provide in-service training to regular education personnel regarding the instruction and behavioral management of Special Education eligible students in the regular education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying Special Education eligible conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training shall be expedited for any regular education personnel who shall be asked to provide or supervise instructional services to any Special Education eligible students identified as severely multiply impaired, severely mentally impaired, autistically impaired, trainable mentally impaired, emotionally impaired, or severely language impaired.
  
  - 2. Provide sufficient, as determined by the Board, teacher consultant, instructional and other aide/paraprofessional support personnel and other personnel as necessary to implement the IEP for each Special Education eligible student in the District.



## ARTICLE XVIII – SCHOOL IMPROVEMENT TEAM

- A. Site-based decision-making will be implemented in each district building. Responsibility for implementation will be given to each building level School Improvement Team (SIT). This is in accordance with Public Act 25 and P.A. 112 from the State school laws.
- B. The SIT will establish its own meeting schedule. The SIT may use one-half (1/2) day per month of release time for meetings.
- C. The SIT, among its other functions, will conduct a SIT orientation program by October 15 of each school year for all building employees. The purpose of the program will be to explain the theory and practice of the SIT which would include site-based decision-making and to provide training in the skills that are necessary to develop and implement an effective program in that building.
- D. SIT decisions must comply with School Board Policy and the Master Agreement. The SIT may ask for a temporary waiver of a policy and/or condition of the Master Agreement. Waivers must be in writing and will identify specifically the condition and/or policy that is to be waived. All waivers must be mutually agreed upon by both the Board and the Association with a Letter of Understanding before being implemented.
- E. The Master Agreement will remain in full force and effect and have full application to the unit members who are affected by any site-based decision-making arrangements.



**ARTICLE XIX – DAYS AND HOURS OF INSTRUCTION**

All buildings must meet or exceed the established State minimums for days and hours of instruction.



**ARTICLE XX – BOARD POLICIES**

The Board shall post current Board Policies to the District's website.

**MUNISING PUBLIC SCHOOLS**

**SCHEDULE C – INSURANCE  
2021-2024**

- A. The Board shall make a contribution of the proper rate per month to the negotiated health insurance carrier per the agreement. The Board will provide health care premiums for only one Plan-A or Plan-B per employee and only one Plan-A or Plan-B per family as listed below.
  
- B. The Board shall pay the premium rates toward the current medical plan pursuant to the provisions of Section 3 of Michigan PA 152 of 2011.
  - 1. The annual employer paid amounts shall adjust annually at the beginning of each Medical Benefit Plan Coverage Year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The Board reserves the right to prorate any member’s premium to comply with the employer contribution caps under PA 152.
  
  - 2. For the Medical Benefit Plan Coverage Year beginning on January 1, 2020, the District shall pay the Medical Benefit Plans Annual cost Limitations as set by the Michigan Department of Treasury in the Fall of the previous year.

**Plan A – (For employees electing health insurance)**

Health Insurance	The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long term disability benefits are still subject to this collective bargaining and are listed below.
Delta Dental	80/80/80/80 \$3,000 Ortho lifetime max Class 1 and 2 Benefits - \$2,000 annual max
Negotiated Life	\$60,000 Life Plus \$60,000 AD&D
Vision	VSP III Plus 250 CL
Long Term Disability	66 2/3% - 60-day wait – freeze on sick days, monthly maximum \$6,000



**Plan B – (For employees NOT electing health insurance coverage offered by the District)**

Delta Dental	80/80/80/80 \$3,000 Ortho lifetime max Class 1 and 2 Benefits - \$2,000 annual max
Negotiated Life	\$80,000 Life Plus \$80,000 AD&D
Dependent Life	\$2,000 spouse/\$2,000 child(ren)
Vision	VSP III Plus 250 CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days, monthly maximum \$6,000
Cash in lieu of insurance	\$4,000 (If one (1) to nine (9) teachers waive health coverage)  \$4,500 (If ten (10) or more teachers waive health insurance coverage. If at any time during the year the number of teachers waiving health insurance goes below ten (10), the cash in lieu amount will revert back to \$4,000 from that point forward.)

After September 1, 2012, when the husband and wife are both employed by the Board, either one may choose to carry health insurance, and the other is not eligible for the “in lieu of monies.”

Exception: Husband and wife employees of the board who are receiving “in lieu of monies” as of September 1, 2012 will continue to receive “in lieu of monies” as long as they are eligible.

- C. Each bargaining unit member may, at their discretion, use their accumulated sick days or freeze those days in order to receive benefits under any compensable benefit program to the extent allowed by the carrier.
- D. Cash in lieu of benefits is only available to eligible unit employees who voluntarily and in writing opt out of health benefits coverage offered under Plan A and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
- E. If a teacher is on an unpaid leave of absence and continues receiving medical benefits, the teacher is responsible for remitting the teacher’s contribution towards medical costs directly to the District in a timely manner.



**MUNISING PUBLIC SCHOOLS**

**SCHEDULE B – EXTRA DUTY PAY**

Munising Education Association members will be given preference for all Schedule B vacant positions, with consideration of equal qualifications, experience level, and coaching or advising background.

<b><u>ACTIVITY ADVISOR</u></b>	<b><u>PERCENT OF BASE</u></b>
Band Director	12.0
Data Analysis Coordinator	4.0
Debate	4.0
Drama Club Advisor	6.0
Fine Arts Festival	4.0
Forensics – High School	3.5
Forensics – Middle School	3.0
High School Bowl	3.5
Honor Society	2.0
“K” Club (Elementary)	2.0
Key Club	2.0
Lego League	2.0
Orange & Black	4.0
Science Olympiad – High School	2.0
Substitute Teachers	<b>(\$16/hr. or comp time)</b>
Student Council – (6 <sup>th</sup> -8 <sup>th</sup> )	1.0
Student Council – (9 <sup>th</sup> -12 <sup>th</sup> )	4.0
Technology Leaders	5.0
Yearbook Advisor	7.0





**ATHLETICS****PERCENT OF BASE**

Basketball – Head Coach	17.0
Basketball – J.V.	11.5
Basketball – 8 <sup>th</sup>	5.0
Basketball – 7 <sup>th</sup>	5.0
Cheerleading – High School Sideline	4.0
Cheerleading – High School Competitive	4.0
Cheerleading – Middle School (Sideline & Competitive)	4.0
Cross Country	5.0
Football – Head Coach	17.0
Football – Assistant Coach (2)	9.0
Football – J.V.	11.5
Football – Assistant J.V.	8.0
Golf – Combined (1)	5.0
Track – Head Coach – Combined (1)	12.0
Track – Assistant Coach – Combined (1)	6.0
Track – Middle School – Combined (1)	4.0
Volleyball – Head Coach	12.0
Volleyball – J.V.	6.0
Wrestling – Head Coach	12.0

\* Combined = Boys & Girls (1 coach)



**CLASS ADVISORS**

**PERCENT OF BASE**

Junior Class	2.0
Senior Class	3.5

**DEPARTMENT HEADS (K-12)**

Career & Tech Education 6-12	4.0
Fine Arts K-12	4.0
Language Arts K-5	4.0
Language Arts 6-12	4.0
Mathematics K-5	4.0
Mathematics 6-12	4.0
Physical Education/Health K-12	4.0
Science K-5	4.0
Science 6-12	4.0
Social Studies K-5	4.0
Social Studies 6-12	4.0

**LONGEVITY PAYMENTS**

Longevity payments shall cover all Schedule B-Extra Duty Pay positions as per the following schedule.

Beginning with the 2007-2008 school year, all non-athletic positions with three or more years of experience completed will all begin at the 3-4 years experience level % of Step 3 of BA. All others, with less experience, shall begin at the No experience-2 years experience level % of base.

No experience – 2 years experience (completed)	% of BA base
3 to 4 years experience (completed)	% of Step 3 of BA
5 years experience (completed)	% of Step 5 of BA
10 years experience (completed)	% of Step 6 of BA
15 years experience (completed)	% of Step 7 of BA
20 years experience (completed)	% of Step 8 of BA
25 years experience (completed)	% of Step 9 of BA



**SCHEDULE A - MUNISING PUBLIC SCHOOLS**

**2021-2022 FACULTY SALARIES**

**3% to Base**

Step	Degree	BA		BA +20		BA + 40 MA		MA + 15
0	1	35,924.80	1.0325	37,092.36	1.0650	38,259.92	1.0975	39,427.47
1	1.0325	37,092.36	1.065	38,259.92	1.10	39,427.47	1.130	40,595.03
2	1.065	38,259.92	1.098	39,427.47	1.13	40,595.03	1.163	41,762.58
3	1.0975	39,427.47	1.130	40,595.03	1.16	41,762.58	1.195	42,930.14
4	1.13	40,595.03	1.163	41,762.58	1.20	42,930.14	1.228	44,097.70
5	1.1625	41,762.58	1.195	42,930.14	1.23	44,097.70	1.260	45,265.25
6	1.195	42,930.14	1.228	44,097.70	1.26	45,265.25	1.293	46,432.81
7	1.2275	44,097.70	1.260	45,265.25	1.29	46,432.81	1.325	47,600.36
8	1.26	45,265.25	1.293	46,432.81	1.33	47,600.36	1.358	48,767.92
9	1.2925	46,432.81	1.325	47,600.36	1.36	48,767.92	1.390	49,935.48
10	1.325	47,600.36	1.358	48,767.92	1.39	49,935.48	1.423	51,103.03
11	1.3575	48,767.92	1.390	49,935.48	1.42	51,103.03	1.455	52,270.59
12	1.39	49,935.48	1.423	51,103.03	1.46	52,270.59	1.488	53,438.15
13	1.4225	51,103.03	1.455	52,270.59	1.49	53,438.15	1.520	54,605.70
14	1.455	52,270.59	1.488	53,438.15	1.52	54,605.70	1.553	55,773.26
15	1.4875	53,438.15	1.520	54,605.70	1.55	55,773.26	1.585	56,940.81
16	1.52	54,605.70	1.553	55,773.26	1.59	56,940.81	1.618	58,108.37
17	1.5525	55,773.26	1.585	56,940.81	1.62	58,108.37	1.650	59,275.93
18	1.585	56,940.81	1.618	58,108.37	1.65	59,275.93	1.683	60,443.48
19	1.6175	58,108.37	1.650	59,275.93	1.68	60,443.48	1.715	61,611.04
20	1.65	59,275.93	1.683	60,443.48	1.72	61,611.04	1.748	62,778.59
21	1.6825	60,443.48	1.715	61,611.04	1.75	62,778.59	1.780	63,946.15
22	1.715	61,611.04	1.748	62,778.59	1.78	63,946.15	1.813	65,113.71
23	1.7475	62,778.59	1.780	63,946.15	1.81	65,113.71	1.845	66,281.26
24	1.78	63,946.15	1.813	65,113.71	1.85	66,281.26	1.878	67,448.82

\*Teachers on Step 25 and above will receive an additional longevity payment of \$1,250 each year.

**SCHEDULE A - MUNISING PUBLIC SCHOOLS**

**2022-2023 FACULTY SALARIES  
2.25% to Base**

Step	Degree	BA		BA +20		BA + 40 MA		MA + 15
0	1	36,733.11	1.0325	37,926.93	1.0650	39,120.76	1.0975	40,314.59
1	1.0325	37,926.93	1.065	39,120.76	1.10	40,314.59	1.130	41,508.41
2	1.065	39,120.76	1.098	40,314.59	1.13	41,508.41	1.163	42,702.24
3	1.0975	40,314.59	1.130	41,508.41	1.16	42,702.24	1.195	43,896.06
4	1.13	41,508.41	1.163	42,702.24	1.20	43,896.06	1.228	45,089.89
5	1.1625	42,702.24	1.195	43,896.06	1.23	45,089.89	1.260	46,283.72
6	1.195	43,896.06	1.228	45,089.89	1.26	46,283.72	1.293	47,477.54
7	1.2275	45,089.89	1.260	46,283.72	1.29	47,477.54	1.325	48,671.37
8	1.26	46,283.72	1.293	47,477.54	1.33	48,671.37	1.358	49,865.19
9	1.2925	47,477.54	1.325	48,671.37	1.36	49,865.19	1.390	51,059.02
10	1.325	48,671.37	1.358	49,865.19	1.39	51,059.02	1.423	52,252.85
11	1.3575	49,865.19	1.390	51,059.02	1.42	52,252.85	1.455	53,446.67
12	1.39	51,059.02	1.423	52,252.85	1.46	53,446.67	1.488	54,640.50
13	1.4225	52,252.85	1.455	53,446.67	1.49	54,640.50	1.520	55,834.32
14	1.455	53,446.67	1.488	54,640.50	1.52	55,834.32	1.553	57,028.15
15	1.4875	54,640.50	1.520	55,834.32	1.55	57,028.15	1.585	58,221.98
16	1.52	55,834.32	1.553	57,028.15	1.59	58,221.98	1.618	59,415.80
17	1.5525	57,028.15	1.585	58,221.98	1.62	59,415.80	1.650	60,609.63
18	1.585	58,221.98	1.618	59,415.80	1.65	60,609.63	1.683	61,803.45
19	1.6175	59,415.80	1.650	60,609.63	1.68	61,803.45	1.715	62,997.28
20	1.65	60,609.63	1.683	61,803.45	1.72	62,997.28	1.748	64,191.11
21	1.6825	61,803.45	1.715	62,997.28	1.75	64,191.11	1.780	65,384.93
22	1.715	62,997.28	1.748	64,191.11	1.78	65,384.93	1.813	66,578.76
23	1.7475	64,191.11	1.780	65,384.93	1.81	66,578.76	1.845	67,772.58
24	1.78	65,384.93	1.813	66,578.76	1.85	67,772.58	1.878	68,966.41

\*Teachers on Step 25 and above will receive an additional longevity payment of \$1,250 each year.





**SCHEDULE A - MUNISING PUBLIC SCHOOLS**

**2023-2024 FACULTY SALARIES**

Step	Degree	BA		BA +20		BA + 40 MA		MA + 15
0	1	37,559.60	1.0325	38,780.29	1.0650	40,000.98	1.0975	41,221.67
1	1.0325	38,780.29	1.065	40,000.98	1.10	41,221.67	1.130	42,442.35
2	1.065	40,000.98	1.098	41,221.67	1.13	42,442.35	1.163	43,663.04
3	1.0975	41,221.67	1.130	42,442.35	1.16	43,663.04	1.195	44,883.73
4	1.13	42,442.35	1.163	43,663.04	1.20	44,883.73	1.228	46,104.42
5	1.1625	43,663.04	1.195	44,883.73	1.23	46,104.42	1.260	47,325.10
6	1.195	44,883.73	1.228	46,104.42	1.26	47,325.10	1.293	48,545.79
7	1.2275	46,104.42	1.260	47,325.10	1.29	48,545.79	1.325	49,766.48
8	1.26	47,325.10	1.293	48,545.79	1.33	49,766.48	1.358	50,987.16
9	1.2925	48,545.79	1.325	49,766.48	1.36	50,987.16	1.390	52,207.85
10	1.325	49,766.48	1.358	50,987.16	1.39	52,207.85	1.423	53,428.54
11	1.3575	50,987.16	1.390	52,207.85	1.42	53,428.54	1.455	54,649.23
12	1.39	52,207.85	1.423	53,428.54	1.46	54,649.23	1.488	55,869.91
13	1.4225	53,428.54	1.455	54,649.23	1.49	55,869.91	1.520	57,090.60
14	1.455	54,649.23	1.488	55,869.91	1.52	57,090.60	1.553	58,311.29
15	1.4875	55,869.91	1.520	57,090.60	1.55	58,311.29	1.585	59,531.97
16	1.52	57,090.60	1.553	58,311.29	1.59	59,531.97	1.618	60,752.66
17	1.5525	58,311.29	1.585	59,531.97	1.62	60,752.66	1.650	61,973.35
18	1.585	59,531.97	1.618	60,752.66	1.65	61,973.35	1.683	63,194.04
19	1.6175	60,752.66	1.650	61,973.35	1.68	63,194.04	1.715	64,414.72
20	1.65	61,973.35	1.683	63,194.04	1.72	64,414.72	1.748	65,635.41
21	1.6825	63,194.04	1.715	64,414.72	1.75	65,635.41	1.780	66,856.10
22	1.715	64,414.72	1.748	65,635.41	1.78	66,856.10	1.813	68,076.78
23	1.7475	65,635.41	1.780	66,856.10	1.81	68,076.78	1.845	69,297.47
24	1.78	66,856.10	1.813	68,076.78	1.85	69,297.47	1.878	70,518.16

**2.25% to Base**

\*Teachers on Step 25 and above will receive an additional longevity payment of \$1,250 each year.

**Munising Public Schools  
Employee Grievance Form**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Explain Alleged Violation: \_\_\_\_\_

Contract Section/Subsection: \_\_\_\_\_

Synopsis of Facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of MEA  
Representative (optional)

## **Employee Grievance Procedure**

**Step 1 - Informal conference with Building Administrator**  
(within 15 working days of occurrence of alleged violation).

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

**Step 1 Disposition By Building Administrator:**

**Step 1 Disposition Date:**

**Step 2 - Written formal grievance form to Superintendent**  
(within 10 working days of Step 1 meeting).

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

**Step 2 Disposition By Superintendent:**

**Step 2 Disposition Date:**

**Step 3 - Written copy to Board of Education** (within 7 working days of Step 2 meeting with Superintendent).

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

**Step 3 Disposition By Board of Education:**

**Step 3 Disposition Date:**

**Step 4 - Arbitrator** (within 15 working days following written disposition at Step 3).

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

## 2021-2022 SCHOOL CALENDAR

August 31, Sept 1 and 2	Professional Development Days
September 6	Labor Day – No School
September 7	First Student Day
October 7	No School - Parent-Teacher Conferences
October 8	No School - Professional Development
October 29 (1/2 Day)	½ Day
November 5	End of Quarter 1
November 24-26	Thanksgiving Break
December 23 - January 3	Winter Break
January 4	School Resumes
January 21	End of Semester 1
January 24	No School - Professional Development
February 14 (1/2 Day)	½ Day
March 25	End of Quarter 3
April 4-10	Spring Break
May 28	Graduation
May 30	Memorial Day – No School
June 9 (1/2 Day)	Last Student Day (1/2 Day)

No. of School Days

Student  
180

Teacher  
184





ARTICLE XXI – TERMS OF THIS AGREEMENT


- A. This Agreement shall become effective September 1, 2021 and shall remain in full force and effect through August 31, 2024.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

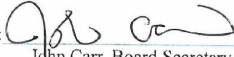
“The Association”

“The District”

By:   
Dawn Mattson  
Munising EA President


By:   
Paula Ackerman, Board President  
Munising Public Schools

By:   
Jolene Hetherington  
Munising PN Chairperson

By:   
John Carr, Board Secretary  
Munising Public Schools

By:   
Bill Milligan  
MEA 17-A UniServ Director

By:   
Peter Kelto, Superintendent  
Munising Public Schools

By:   
Rod Gendron  
UPEA Representative