

# **AGREEMENT**

**between the**

**MUNISING PUBLIC SCHOOLS**

**and the**

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

Effective: September 1, 2012  
To  
August 31, 2013

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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 September 24, 2012**

THIS AGREEMENT entered into this **1<sup>st</sup> day of September 2012**, 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.
- C. Within thirty (30) days of the beginning of their employment hereunder, all teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association.

The amount of membership dues and assessments shall be established at the beginning of the school year and at the beginning of the second semester. Nonmembers of the Association will pay a sum equal to the periodic dues and assessments paid by members of the Association. Said sum to be paid in equal installments by either payroll deduction or direct cash payment by the teacher to the treasurer of the local Association.

The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the teacher fails to comply, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges; and to the extent that said teacher is protected by the provisions of the Michigan Teachers Tenure Act, all proceedings shall be in accordance with said Act. The Board will be reimbursed by the Association for any reasonable expenses necessarily incurred as a result of said hearing provided the Association may have the discretion of providing counsel. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues or service fee and assessment.

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee and assessment, the Board agrees promptly to disburse said sums upon direction of the Association.

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action.

## **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. Gross Pay
2. Breakdown of deductions including:
  - a. Federal Income Tax
  - b. State Income Tax
  - c. Social Security
  - d. Hospitalization Insurance
  - e. As of July 2005 all new payroll deductions will be done to financial institutions if five or more staff members signed up for the deduction to that institution.

- 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 10 minutes before start and 15 minutes after dismissal of school. 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 building 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.

## **ARTICLE VII – TEACHING CONDITIONS AND RESPONSIBILITIES**

- 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 any discipline or discrimination with respect to the professional employment of such teacher.
- 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.

## 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.
- 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) months 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.
- 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 in the immediate family. The teacher's immediate family shall include father, mother, sister, brother, spouse, children, stepchildren, parents-in-law, and other relatives living in the same household as a member of the regular family unit.
  2. When a death occurs in the teacher's immediate family, the teacher shall be granted five (5) days. None of these are chargeable to sick leave. Five (5) additional days may be granted by the Superintendent or his/her representative at his/her discretion. These 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.
  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. Teachers 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 teacher 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 until the September enrollment period.
  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. Teachers 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 teacher 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.**
- 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.

## ARTICLE X – TEACHER EVALUATION

- A. Each teacher shall be notified and have the right to review any evaluation sheets made by the local administration and to see transcripts and certificates before they are placed in his/her personnel file.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance if requested. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Board shall not adopt, implement, or maintain a policy for discharge or discipline of an employee that includes a standard for discharge or discipline that is different than the arbitrary and capricious standard provided under section 1 of article IV of 1937 (Ex Sess) PA4, MCL 38.101.
- C. A tenure teacher's evaluation is not subject to the grievance procedure.
- D. The Board shall deal through the Superintendent concerning individual teachers, who in turn will deal through the principal except in cases of dual employment, i.e., program administered by the Superintendent.
  - 1. In the event of dismissal of a probationary teacher by the Board of Education said teacher is to be provided in writing the reasons for his/her dismissal. The reasons shall not be arbitrary nor capricious.
  - 2. Within fifteen (15) calendar days following the receipt by the teacher of the written notice and reasons for his/her dismissal, the teacher 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.
  - 3. 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 teacher with a copy.
- E. After each formal teacher evaluation, a conference will be conducted with the teacher by the evaluator within three (3) school days. A copy of the evaluation is to be given to the teacher 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 Sections 340.755, 340.756, and 340.757 in the General School Code.
- 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 whose determination of 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 recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed children nor be charged with responsibility for psychotherapy.
- G. 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.

## ARTICLE XII- VACANCIES, PROMOTIONS, AND TRANSFERS

### **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 recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher 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 reasons 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.

Certification, 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 employee will be in compliance with the present specifications in state and federal laws in regard to certification and qualifications and that this definition applies to all articles in this agreement.

- B. The Association recognizes that when 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 e-mail, at their school e-mail addresses, a copy of the notice to the President and all members of the local Association. A copy of the notice will also be posted on the Munising Public School's website. The permanent assignment of a teacher 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 teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may 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. Teachers who will be affected by a 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. Definitions**

1. A “grievance” is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. The term “teacher” may include any individual or group of teachers who are certificated and who are members of the bargaining unit.
3. A “party of interest” is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term “days” when used in this section shall except where otherwise indicated, mean working school days.

### **B. Purpose**

The primary purpose of this procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration. The failure of an aggrieved person or parties to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

### **C. Structure**

1. There shall be one (1) or more Association representative for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a broadly representative Grievance (P and R) Committee and an Appeal Committee. No member of the Grievance Committee shall be a member of the Appeal Committee. In the event any representative or member of these committees is a party of interest to any grievance brought, he/she shall disqualify himself/herself and shall be replaced by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in one (1) building.
4. The Board hereby designates as its representative Superintendent (Superintendent, Assistant Superintendent, Director, etc.) when the particular grievance arises in more than one (1) school building.

**D. Procedure**

In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year. In this case the term “days” shall mean calendar days.

It is important that all grievances be handled as rapidly as possible. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. However, when mutually agreed upon in writing, the time limits given below may be extended.

It shall be the general practice of all parties of interest to process grievances during times when they do not interfere with assigned duties. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be given distribution by the School District. All documents and communications mentioned in foregoing shall be filed separately from the personnel files of the participants.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this process.

1. Failure to re-employ or the termination of the services of any probationary teacher.
2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule will not be processed beyond Level Four (the Board of Education) of the grievance procedure.
3. Any complaint for which there is another remedial procedure established by law.
4. The written content of an administrator’s evaluation of a teacher is not to be processed beyond Level Four (the Board of Education) of the grievance procedure.

**E. Levels of Grievance Procedure**

**Level One**

The teacher with an alleged grievance shall, within five (5) days after the alleged occurrence, first discuss the matter with his/her Association Representative. If the Association Representative concurs that a grievance exists, move to Level Two. If the Association Representative does not feel a grievance exists, the grievant may appeal the Association Representative’s decision to the Appeal Committee. The Appeal Committee shall render its decision within five (5) days as to whether a grievance exists and may be taken to Level Two or does not exist and may only be continued to Level Two at the aggrieved’s own initiative without Association support.



### **Level Two**

The teacher with a grievance shall reduce the grievance to writing on the form provided, sign it, and submit it to his/her principal within five (5) days after discussion on Level One. The principal shall make his/her decision known within three (3) days.

### **Level Three**

In the event the grievance is not satisfactorily resolved at Level Two within three (3) days, the Grievant or the Association Representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision at Level Two. The Committee shall, within five (5) days, make a judgment of the decision. If the Committee decides that the decision at Level Two is in the best interest of the educational system, it shall so notify the teacher and the Association Representative. If the Committee decides that the decision at Level Two is not satisfactory, it shall refer such grievance in writing to the Superintendent of Schools.

The Superintendent of Schools shall designate three (3) persons, who may include himself/herself, to represent the administration. The Chair of the Grievance Committee shall designate three (3) persons, who may include himself/herself, as an Ad Hoc Committee to represent the Association. Within ten (10) days after receipt of the written grievance by the Superintendent, these two (2) representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five (5) days.

### **Level Four**

If the grievance is not resolved by the Superintendent or his/her representatives and the Ad Hoc Committee within five (5) days of its consideration by them, it shall be referred for consideration to the Board of Education's Review Committee. This Committee shall be composed solely of members of the Board of Education. Within ten (10) days after receipt of a written referral by the Board, its Review Committee shall meet with the Ad Hoc Committee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. Probationary teachers shall be limited to Level Four of this Grievance Procedure only for evaluations.

### **Level Five**

If the grievance is not resolved in a mutually satisfactory manner within ten (10) days after the Review Committee meets with the Ad Hoc Committee, the Association may submit the grievance to binding arbitration. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

**F. Rights to Representation**

Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person. Provided, however: that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further: when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involved only questions of fact peculiar to the individual Grievant.

**G. Miscellaneous**

1. During the tendency of any proceedings and until a final determination has been reached, all proceedings shall be private, except those proceedings which are prevented to be held in private, in accordance with Public Act 267 (Michigan's Open Meeting Act) and any preliminary disposition that qualifies under Public Act 267 or by order of a Court will not be made public.
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest of his/her Association Representative, any member of the Grievance Committee, Appeal Committees, or any other participant in the procedure set forth herein by reason of such participation.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## 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, A BARGAINING UNIT MEMBER HAVING SUCCESSFULLY SERVED TWO (2) FULL YEARS OF MORE IN THIS DISTRICT, CAN OBTAIN BINDING ARBITRATION UPON A DISPUTE FOR DISCHARGE OR DEMOTION IN THE BARGAINING UNIT MEMBER POSITION. IN THE EVENT THAT THE PARTIES CANNOT AGREE ON AN ARBITRATOR WITHIN TEN (10) DAYS AFTER THE ASSOCIATION HAS DECIDED TO PROCEED TO ARBITRATION, A REQUEST FOR APPOINTMENT OF AN ARBITRATOR WILL BE SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS CONTRACT ONLY.**
- 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 radio station and building telephone chain.

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 or the Board of Education 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 (K-6; 7-12), 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.

Emergency Manager Legislation: This clause is included in this agreement because state law legally requires it. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer.

**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. PROBATIONARY BARGAINING UNIT MEMBERS SHALL BE LAID OFF FIRST PROVIDED THERE ARE REMAINING FULLY CERTIFIED AND QUALIFIED PROBATIONARY BARGAINING UNIT MEMBERS TO REPLACE THEM.**
  - 2. THE ORDER OF REDUCTION AMONG TENURE BARGAINING UNIT MEMBERS SHALL BE 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. A TENURE BARGAINING UNIT MEMBER 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.**
- 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 TENURED BARGAINING UNIT MEMBER 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. The Board shall give written notice of recall from layoff by sending a registered or certified letter, return reply requested, to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the board of any change in address. The teacher'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 teacher. If a teacher fails to report to work within ten (10) calendar days from date of sending of the recall and acknowledgment of receipt of same, unless extenuating circumstances exist, said teacher shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the board.

H. 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

I. 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.

- J. 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.
- K. A teacher on a Board-approved leave of absence shall only be replaced by a certified and qualified teacher 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 teacher has no rights of recall.
- L. **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.**
- M. Certified teachers employed under special funded federal programs (Title I and Native American Education) will be granted seniority in that program from the beginning date of employment in that program. The length of work year, hours, and compensation for teachers in special funded federal programs shall be determined by the provisions contained in the grant application. Teacher employees in such special programs shall not attain seniority as members of the regular teaching staff nor shall members of the regular teaching staff have any seniority in the special program area over that of persons employed specifically in the special program area.

## **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 handicapped student in a regular education classroom setting shall be invited in writing to participate in the individual educational planning team (IEPT) for such student. Unless directed to attend by the Employer, the member may choose not to do so.
- B. If any bargaining unit member in writing advises the Employer of a reasonable basis to believe that a handicapped 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. Any bargaining unit member who may be called upon to participate in an individual educational planning team (IEPT) meeting shall be provided with a copy of the Michigan Department of Education's "Policy Regarding Least Restrictive Environment" and in-service training regarding its meaning, application and implementation.
- D. The parties recognize the extent to which a handicapped 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 handicapped student. Accordingly, in order to assure that the handicapped 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 handicapped 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 handicapping 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 handicapped students identified as severely multiply impaired, severely mentally impaired, autistically impaired, trainable mentally impaired, emotionally impaired, or severely language impaired.
  2. Provide sufficient teacher consultant, instructional and other aide/paraprofessional support personnel and other personnel as necessary to implement the IEP for each handicapped student in the District.
  3. Provide such supplementary aids and equipment as necessary to implement the IEP for each handicapped student in the District.
- E. The Employer agrees that in implementing the least restrictive environment mandate, it shall not assign a proportion of handicapped students to any specific regular education classroom or school building greater than the number of handicapped students who would otherwise attend the regular education class or building, as the case may be, if not handicapped, under the District's normal attendance area policy, absent the express written consent of the Association.



## 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 make available to the Association four (4) copies of available current Board policies and all new written Board policies must be promulgated, and the administration shall meet with the Association upon written request as often as it is reasonably necessary to explain said policy.

**MUNISING PUBLIC SCHOOLS**

**SCHEDULE C – INSURANCE  
2012-2013**

- 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. Eligible bargaining unit members will contribute 20% toward the current medical plan premium (health insurance) under the collective bargaining agreement beginning September 1, 2012.

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

Health Insurance	MESSA Choices II Saver Rx Prescription Drug Program \$200/400 In-Network Deductible \$20/25/50 OV/UC/ER Co-Pay
Delta Dental	80/80/80 \$1,500 Ortho lifetime max Class 1 and 2 Benefits - \$1,500 annual max
Negotiated Life	\$60,000 Life Plus \$60,000 AD&D
Vision	VSP III Plus
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days

**Plan B – (For employees NOT needing health insurance)**

Delta Dental	100:80/80/80 \$1,500 Ortho lifetime max Class 1 and 2 Benefits - \$1,500 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
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days
Cash in lieu of	\$3,500 (If one to eleven teachers waive health insurance coverage)  \$4,000 (If twelve or more teachers waive health insurance coverage. If at any time during the year the number of teachers waiving health insurance goes below 12, the cash in lieu amount will revert back to \$3,500 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.

**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.

<u><b>ACTIVITY ADVISOR</b></u>	<u><b>PERCENT OF BASE</b></u>
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>(\$12/hr. or comp time)</b>
Student Council – 5 <sup>th</sup> & 6 <sup>th</sup>	1.0
Student Council – (7-12)	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 – 7 <sup>th</sup> & 8 <sup>th</sup> (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 7-12	4.0
Fine Arts K-12	4.0
Language Arts K-6	4.0
Language Arts 7-12	4.0
Mathematics K-6	4.0
Mathematics 7-12	4.0
Physical Education/Health K-12	4.0
Science K-6	4.0
Science 7-12	4.0
Social Studies K-6	4.0
Social Studies 7-12	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

### 2012-2013 FACULTY SALARIES

Step		BA		BA + 20		BA + 40 MA		MA + 15
0	1	32,457.00	1.033	33,511.85	1.07	34,566.71	1.098	35,621.56
1	1.033	33,511.85	1.065	34,566.71	1.10	35,621.56	1.130	36,676.41
2	1.065	34,566.71	1.098	35,621.56	1.13	36,676.41	1.163	37,731.26
3	1.098	35,621.56	1.130	36,676.41	1.16	37,731.26	1.195	38,786.12
4	1.13	36,676.41	1.163	37,731.26	1.20	38,786.12	1.228	39,840.97
5	1.163	37,731.26	1.195	38,786.12	1.23	39,840.97	1.260	40,895.82
6	1.195	38,786.12	1.228	39,840.97	1.26	40,895.82	1.293	41,950.67
7	1.228	39,840.97	1.260	40,895.82	1.29	41,950.67	1.325	43,005.53
8	1.26	40,895.82	1.293	41,950.67	1.33	43,005.53	1.358	44,060.38
9	1.293	41,950.67	1.325	43,005.53	1.36	44,060.38	1.390	45,115.23
10	1.325	43,005.53	1.358	44,060.38	1.39	45,115.23	1.423	46,170.08
11	1.358	44,060.38	1.390	45,115.23	1.42	46,170.08	1.455	47,224.94
12	1.39	45,115.23	1.423	46,170.08	1.46	47,224.94	1.488	48,279.79
13	1.423	46,170.08	1.455	47,224.94	1.49	48,279.79	1.520	49,334.64
14	1.455	47,224.94	1.488	48,279.79	1.52	49,334.64	1.553	50,389.49
15	1.488	48,279.79	1.520	49,334.64	1.55	50,389.49	1.585	51,444.35
16	1.52	49,334.64	1.553	50,389.49	1.59	51,444.35	1.618	52,499.20
17	1.553	50,389.49	1.585	51,444.35	1.62	52,499.20	1.650	53,554.05
18	1.585	51,444.35	1.618	52,499.20	1.65	53,554.05	1.683	54,608.90
19	1.618	52,499.20	1.650	53,554.05	1.68	54,608.90	1.715	55,663.76
20	1.65	53,554.05	1.683	54,608.90	1.72	55,663.76	1.748	56,718.61
21	1.683	54,608.90	1.715	55,663.76	1.75	56,718.61	1.780	57,773.46
22	1.715	55,663.76	1.748	56,718.61	1.78	57,773.46	1.813	58,828.31
23	1.748	56,718.61	1.780	57,773.46	1.81	58,828.31	1.845	59,883.17
24	1.78	57,773.46	1.813	58,828.31	1.85	59,883.17	1.878	60,938.02

\* Teachers on Step 25-34 will receive an additional longevity payment of \$500 for each year past Step 24.

\* Teachers on Step 35 and beyond will receive an additional longevity payment of \$700 for each year past Step 24.

Merit Pay (to comply with Section 1250 of the Revised School Code) will be as follows. It will be based on the MEA member's performance evaluation and will be provided in a lump sum prior to June 30, 2013.

- Highly Effective = \$100
- Effective = \$50
- Minimally Effective = \$0
- Ineffective = \$0

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed
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**LEVEL 1**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition of Association Representative: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**LEVEL 2**

A. Date Received by Supervisor/Principal: \_\_\_\_\_

B. Disposition of Supervisor/Principal: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Disposition of Grievant and/or Union/Association: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

If additional space is needed in reporting Section B of Level 1, attach an additional sheet.

(Continued on Next Page)

**GRIEVANCE REPORT FORM – CONTINUED**

**LEVEL 3**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union/Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL 4**

A. Date Submitted to Board: \_\_\_\_\_

B. Disposition by Board or Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL 5**

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**2012-2013 SCHOOL CALENDAR**

August 29-30	Teacher Days (In-Service)		
September 3	Labor Day		
September 4	First Student Day		
November 8	Parent-Teacher Conferences		
November 9	Vacation Day		
November 21-23	Thanksgiving Break		
December 20-Jan. 1	Christmas Break		
January 2	School Resumes		
February 11-12	Vacation Day		
March 29-April 5	Spring Break		
May 27	Memorial Day		
May 30	Last Student Day		
May 31	Records Day		
<u>No. of School Days</u>		<u>Student</u>	<u>Teacher</u>
		170	174

**SIGNATURE PAGE**

**By:** \_\_\_\_\_  
**Munising EA President**

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

**By:** \_\_\_\_\_  
**UPEA Representative**

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

**By:** \_\_\_\_\_  
**MEA Representative**

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

**By:** \_\_\_\_\_  
**Board President**  
**Munising Public Schools**

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

**By:** \_\_\_\_\_  
**Board Secretary**  
**Munising Public Schools**

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

**By:** \_\_\_\_\_  
**Superintendent**  
**Munising Public Schools**

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