

# **AGREEMENT**

**between the**

**MUNISING PUBLIC SCHOOLS**

**and the**

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

Effective: September 1, 2018  
To  
August 31, 2019

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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 August 29, 2018**

THIS AGREEMENT entered into this **1<sup>st</sup> day of September 2018**, 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 10 minutes before start and 15 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 \$50 per student per semester.

## 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 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 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.

## 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. 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 preceding 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, 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 (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.

**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  
2018-2019**

- 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, 2019, 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	MESSA Choices II SRX Mail Prescription Drug Program \$1,000/2,000 In-Network Deductible \$20/25/50 OV/UC/ER Co-Pay
	Or
	MESSA ABC Plan 1 (with employer contribution of \$1,100 for single, \$2,200 for 2-person and family, paid in equal monthly installments effective January 1, 2019)
	Or
	MESSA ABC Plan 1 (with no employer contributions)
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 250 CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days

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

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 250 CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days
Cash in lieu of	\$4,000 (If one (1) to nine (9) teachers waive health insurance 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 – 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

### 2018-2019 FACULTY SALARIES (0% to Base with Step Movement)

Step		BA		BA +20		BA + 40 MA		MA + 15
0	1	34,194.56	1.0325	35,305.88	1.0650	36,417.20	1.0975	37,528.52
1	1.0325	35,305.88	1.065	36,417.20	1.10	37,528.52	1.130	38,639.85
2	1.065	36,417.20	1.098	37,528.52	1.13	38,639.85	1.163	39,751.17
3	1.0975	37,528.52	1.130	38,639.85	1.16	39,751.17	1.195	40,862.49
4	1.13	38,639.85	1.163	39,751.17	1.20	40,862.49	1.228	41,973.82
5	1.1625	39,751.17	1.195	40,862.49	1.23	41,973.82	1.260	43,085.14
6	1.195	40,862.49	1.228	41,973.82	1.26	43,085.14	1.293	44,196.46
7	1.2275	41,973.82	1.260	43,085.14	1.29	44,196.46	1.325	45,307.79
8	1.26	43,085.14	1.293	44,196.46	1.33	45,307.79	1.358	46,419.11
9	1.2925	44,196.46	1.325	45,307.79	1.36	46,419.11	1.390	47,530.43
10	1.325	45,307.79	1.358	46,419.11	1.39	47,530.43	1.423	48,641.75
11	1.3575	46,419.11	1.390	47,530.43	1.42	48,641.75	1.455	49,753.08
12	1.39	47,530.43	1.423	48,641.75	1.46	49,753.08	1.488	50,864.40
13	1.4225	48,641.75	1.455	49,753.08	1.49	50,864.40	1.520	51,975.72
14	1.455	49,753.08	1.488	50,864.40	1.52	51,975.72	1.553	53,087.05
15	1.4875	50,864.40	1.520	51,975.72	1.55	53,087.05	1.585	54,198.37
16	1.52	51,975.72	1.553	53,087.05	1.59	54,198.37	1.618	55,309.69
17	1.5525	53,087.05	1.585	54,198.37	1.62	55,309.69	1.650	56,421.02
18	1.585	54,198.37	1.618	55,309.69	1.65	56,421.02	1.683	57,532.34
19	1.6175	55,309.69	1.650	56,421.02	1.68	57,532.34	1.715	58,643.66
20	1.65	56,421.02	1.683	57,532.34	1.72	58,643.66	1.748	59,754.98
21	1.6825	57,532.34	1.715	58,643.66	1.75	59,754.98	1.780	60,866.31
22	1.715	58,643.66	1.748	59,754.98	1.78	60,866.31	1.813	61,977.63
23	1.7475	59,754.98	1.780	60,866.31	1.81	61,977.63	1.845	63,088.95
24	1.78	60,866.31	1.813	61,977.63	1.85	63,088.95	1.878	64,200.28

\* Teachers on Step 25-30 will receive an additional longevity payment of \$1,250 each year.

\* Teachers on Step 31 and above will receive an additional longevity payment of \$900 each year.

For the 2018-2019 contract year, if the 2018-2019 State Aid Membership Fall FTE is at least 643 students, an off-schedule payment of \$500 will be made to each full-time Munising Education Association member within 30 days of receipt of the District's Fall 2018 pupil count audit.



**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

**2018-2019 SCHOOL CALENDAR**

September 5 and 6	Professional Development Days
September 10	First Student Day
October 25	Parent-Teacher Conferences
October 26	Professional Development
October 31 (1/2 Day)	½ Day Professional Development
November 21 (1/2 Day) - 23	Thanksgiving Break
December 24 - January 1	Winter Break
January 2	School Resumes
January 24 (1/2 Day)	½ Day Professional Development
February 15 (1/2 Day) - 18	Mid Winter Break
March 11 (1/2 Day)	½ Day Professional Development
March 25-29	Spring Break
April 19 (1/2 Day)	½ Day Professional Development
May 27	Memorial Day
June 12 (1/2 Day)	Last Student Day (1/2 Day)

<u>No. of School Days</u>	<u>Student</u>	<u>Teacher</u>
	180	184

**ARTICLE XXI – TERMS OF THIS AGREEMENT**

- A. This Agreement shall become effective September 1, 2018 and shall remain in full force and effect through August 31, 2019.
- 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: \_\_\_\_\_  
Ann Morrison  
Munising EA President

By: \_\_\_\_\_  
Robert Wilkinson, Board President  
Munising Public Schools

By: \_\_\_\_\_  
Jolene Hetherington  
Munising PN Chairperson

By: \_\_\_\_\_  
Paula Ackerman, Board Secretary  
Munising Public Schools

By: \_\_\_\_\_  
Larry (Bill) Milligan  
MEA 17-A UniServ Director

By: \_\_\_\_\_  
Peter Kelto, Superintendent  
Munising Public Schools

By: \_\_\_\_\_  
Paula Brock  
UPEA Representative

