

8/31/93

AGREEMENT

between

MUNISING PUBLIC SCHOOLS

and the

MUNISING EDUCATION ASSOCIATION

AN AFFILIATE OF THE MEA AND THE UPEA

Effective: September 1, 1991

to

August 31, 1993

Munising Public Schools

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CONTRACT

BETWEEN MUNISING PUBLIC SCHOOL BOARD
AND UPEA AND MEA ASSOCIATION, As Agreed
Upon at the Meeting of _____, 1991

THIS AGREEMENT entered into this ____ day of _____, 1991, 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."

W I T N E S S E T H:

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 I - 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 hours equal 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. Non-members 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 be no 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 Eliot-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, the pool and the lounge facility available to the Association free of charge four (4) evenings per month. The Association use cannot interfere with prescheduled events.

E. The Board agrees to make available in each school adequate typing and duplicating facilities and a copying machine for making spirit masters and transparencies 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 or marital status.

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. Other deductions to be limited to whatever number that can be accommodated by current computerized payroll processing programs.

- 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
Memorial Day
Labor Day

Thanksgiving Day
Christmas 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 representative 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 shall grant up to five (5) years' credit 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 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 \$40 for each unused day on the first payroll following the last day of school.

4. No more than two (2) persons 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 if requested by the Association meet to mutually discuss the opening and closing times of the teacher's school day. Hours of work for secondary teachers shall be 8:15 a.m. to 3:05 p.m. Hours of work for middle school teachers shall be 8:10 a.m. to 3:00 p.m. Hours of work for elementary teachers shall be 8:10 a.m. to 3:00 p.m. All elementary teachers shall have a fifteen- (15) minute duty-free recess in the morning and in the afternoon. Teachers shall be released on Fridays and days before holidays as soon as school is dismissed.
- B. Noon-hour supervision on a voluntary basis with both elementary and secondary teachers being paid at the rate of \$4 per day. Teachers will purchase their own lunch tickets.
- 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 p.m.

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

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

- A. Insofar as practical, the Board will endeavor to comply with North Central Association standards in regard to teaching loads and assignments.

- B. Teachers who will be affected by a change in grade assignments or subject matter will be notified and consulted by their principals as soon as practicable and prior to July 31. Such changes will be voluntary to the extent possible.

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, and the faculty lounges in which smoking shall continue to be permitted.

- 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 or 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. Any behavior that is within the bounds of the MEA Code of Ethics and the State Tenure Law is not within the appropriate concern or attention of the Board.

- 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.

ARTICLE VIII - LEAVE PAY

- A. All teachers absent from duty because of personal illness shall be granted ten (10) days sick leave per year 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. Tenure teachers shall have the right to borrow up to thirty (30) days from future sick leave which shall be repaid. 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 has accumulated.
- C. Teachers shall be paid \$30 per day for each day of sick leave accumulated over one hundred thirty (130) days. This payment shall be made at the start of the school year.
- D. 1. Upon regular retirement or termination [at least ten (10) years in the school district], a teacher shall receive One Hundred Dollars (\$100) per day for up to one hundred five (105) days of unused accumulated sick leave as well as the benefit conferred under Article IX, paragraph I.
2. If a teacher dies while in the employe of the District, his/her designated beneficiary shall receive the greater of the two benefits described above.
3. If a teacher dies while in the employ of the District and has been with the District for more than nineteen (19) years, his/her designated beneficiary shall receive both of the figures as calculated above.

ARTICLE IX - LEAVES OF ABSENCE

- 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 teacher shall be assigned to the same position, if available, or a substantially equivalent position provided the teacher 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 five (5) 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 three (3) days. Two (2) additional days may be granted by the Superintendent or his representative at his discretion. None of these days are 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 representative.
 3. Additional time in the above two (2) categories may be granted as leave by the Superintendent or his representative at his 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 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 Board shall grant to any female teacher a leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the

pregnancy until such time as in the opinion of her physician she is able to adequately assume the duties to which she is regularly assigned.

1. In case any dispute as to whether a teacher under this provision is physically able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

2. 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 teacher's former position or other position for which 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 she is certified and qualified in accordance with seniority rights provided in Article 17 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.

3. The granting of such leave shall in no way interrupt seniority and rights attendant thereto.
- G. If a teacher arranges for a qualified substitute, 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. Terminal Leave. Upon retirement and after the retiree has been in the system ten (10) years, one (1) month's pay shall be given the retiree based on a ten- (10) month school year at that teacher's present rate of pay, excluding extracurricular pay. This benefit shall be available to the estate, surviving spouse, or designated beneficiary of the deceased teacher.
- J. There shall be no break in seniority during leaves of absence for layoff and recall purposes.
- K. 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.

1991-92 - Ten (10) days: eight (8) granted to the Association; two (2) days to be paid for by the Association at the rate of substitute pay.

1992-93 - 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 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. No teacher shall be reprimanded, disciplined, or discharged without just cause.

- C. A tenure teacher's evaluation is subject to the grievance procedure.

- D. The School 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.

- E. 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 dismissal. The reasons shall not be arbitrary or capricious.

2. Within fifteen (15) calendar days following the receipt by the teacher of the written notice and reasons for his 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 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.
- F. 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 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, 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 personal 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 file is inappropriate or in error, he 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 an assault and battery of the teacher while on duty in the school or on the school premises.

ARTICLE XII - VACANCIES, PROMOTIONS AND TRANSFERS

- A. 1. 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.
2. Certification and qualifications shall be the criteria in filling vacancies within the District. If certification and qualification of applicants is equal, then seniority within the bargaining unit shall be the determining factor in awarding the position. Qualified shall be defined as having complied with the specific requirements for the position for which the applicant has applied.
- 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 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. 1. 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.
2. When vacancies or new positions occur during the summer recess, the Superintendent shall send a copy of the notice to the President of the local Association. 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 emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- 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 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.

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, but 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

1. Definitions

- a. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

- b. The term "teacher" may include any individual or group of teachers who are certificated and who are members of the bargaining unit.

- c. 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.

- d. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

2. 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.

3. Structure

- a. There shall be one (1) or more Association representatives for each school building to be selected in a manner determined by the Association.
- b. 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 in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.
- c. The building principal shall be the administrative representative when the particular grievance arises in one (1) building.
- d. The Board hereby designates as its representative Superintendent (Supt., Ass't. Supt., Director, etc.) when the particular grievance arises in more than one (1) school building.

4. 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 personal files of the participants.

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

- a. Failure to re-employ or the termination of the services of any probationary teacher.
- b. The placing of a non-tenure teacher on a third year of probation.
- c. 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 grievance procedure.
- d. Any complaint for which there is another remedial procedure established by law.
- e. The written content of an administrator's evaluation of a teacher is not to be processed beyond Level Four (the Board of Education) of grievance procedure.

Article VIII

The teacher with an alleged grievance shall within five (5) days after the alleged occurrence first discuss the matter with his 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 aggrieved 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.

B. Level Two

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

C. 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 interests 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, to represent the Administration. The Chairman of the Grievance Committee shall designate three (3) persons, who may include himself, 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.

D. Level Four

If the grievance is not resolved by the Superintendent or his 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.

E. 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 shared equally by the parties.

5. 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.

6. Miscellaneous

- a. During the tendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- b. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his 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.
- c. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. When regular teachers are requested by the Administration to substitute within the school day, the substitute should be qualified in the field. Whenever possible, the teacher is to be asked at least one (1) hour before the class. He 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 teacher having successfully served two (2) full years or more in this district as a classroom teacher, guidance counselor or librarian can obtain binding arbitration upon a dispute for discharge or demotion in the classroom position, guidance counselor position or library 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 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 noneducational materials and supplies are not to be permitted to solicit teachers in the school during the school day.
- G.
 - 1. 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.
 - 2. 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 as 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.

ARTICLE XVI - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. In the event the Board decides to reduce the number of teachers 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 apply:
1. Probationary teachers shall be laid off first provided there are remaining fully certified teachers to replace them.
 2. The order of reduction among tenure teachers shall be according to seniority, certification, and semester hours in that order.
- 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 teacher on leave of absence shall be considered in the same status as an actively employed teacher.
- D. The Board will endeavor to give notice of layoff to the individual(s) involved forty-five (45) student days before the end of the school year.

E. In the event there is a disagreement as to which teacher(s) are to be laid off, the parties shall agree on a disinterested arbitrator; and the arbitrator's decision as to which teacher(s) shall be laid off is final and binding. 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 shall be governed by the terms and conditions of this contract only.

F. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is the most senior person in line for the vacancy and certified and qualified. No loss of experience factor, tenure, or seniority granted by the district shall occur; and a teacher's accumulated sick leave shall not be cancelled but shall remain credited to him/her. A teacher 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.

No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification to fill any vacancy which may arise. After a teacher 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

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. In order to facilitate the layoff procedure for teachers, 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. Teachers shall be listed according to the following criteria:

1. Years of continuous service;
2. Grades in which the teacher is certified;
3. Subject areas presently teaching; and

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 approval 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 tenure teacher 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 provided he/she is the most senior person in line.

- M. Certified teachers employed under special funded federal programs (Title I and Indian 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. Teachers employed 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 committee (IEPC) 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 committee (IEPC) report is not meeting the student's unique needs as required by law, the Employer may forthwith call an IEPC. The member so advising the Employer shall be invited to and attend the IEPC.
- C. Any bargaining unit member who may be called upon to participate in an individual educational planning committee (IEPC) meeting shall be provided with a copy of the Michigan Department of Education's "Policy Regarding Least Restrictive Environment" (dated January 10, 1984) and formal in-service training regarding its meaning, application and implementation, particularly the "13-Step" process.
- 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. Within sixty (60) days of the start of the school year, and periodically thereafter, 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. Prior to the start of the school year, appoint a committee mutually agreeable to the Association, such committee being comprised of bargaining unit members, other District personnel, and persons outside the District with expertise in the education of handicapped students in the regular education classroom setting. The purpose of the committee shall be to receive, review, and respond to the request of any bargaining unit member regarding assistance desired in resolving problems arising out of the member's attempt to implement the least restrictive environment mandate in the member's regular education classroom. Participation by a bargaining unit member on the committee or in presenting and discussing any problem with the committee shall be at no cost to the member with the Employer providing release time or compensation at the rate of \$12 per hour for work beyond the regular workday. The aforementioned release time and compensation rate will apply to any teacher whose attendance is necessary at an IEPC meeting.

3. Provide sufficient teacher consultant, instructional and other aide/paraprofessional support personnel, and other personnel as necessary to implement the IEPC for each handicapped student in the District.
 4. Provide such supplementary aids and equipment as necessary to implement the IEPC 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 written consent of the Association.
- F. No bargaining unit member shall be held accountable if a handicapped student, while participating in a regular education classroom or otherwise, does not achieve the growth projected in the student's annual goals and objectives. The Employer agrees to indemnify bargaining unit members against any damages, fines, legal fees, or other costs that may result as a consequence of implementing the least restrictive environment mandate.

ARTICLE XVIII - SCHOOL IMPROVEMENT TEAM
AND SITE-BASED DECISIONMAKING TEAM

In order to improve the school environment and student outcomes and to introduce and promote site-based decisionmaking within individual buildings, the parties agree as follows:

- A. Site-Based Decisionmaking (SBDM) 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 from the State school laws.
- B. The School Improvement Team ((SIT) will be representative of instructional staff, administrators, and parents and may include noninstructional staff and students. The teacher representatives will be selected by the building bargaining unit members.
- C. The SIT will establish its own meeting schedule. The SIT may use one-half (1/2) day per month of release time for meetings.
- D. 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 decisionmaking and to provide training in the skills that are necessary to develop and implement an effective program in that building.
- E. 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.

- F. 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 decisionmaking arrangement.
- G. On the district-wide committee, the Association shall elect a member to serve on this committee and appoint an ex-officio member from among the Association officers.

ARTICLE XIX - UPPER GREAT LAKES EDUCATIONAL TECHNOLOGIES, INC.
INTERACTIVE TELEVISION SYSTEM

At such time that the Munising Public Schools acts to include interactive television into the classroom through the Upper Great Lakes Educational Technologies, Inc. (UGLETI) or any other program or service, it will consult with the Association to determine a meeting to negotiate through contract language inclusion or a letter of understanding the ramifications that may or will arise and will affect Association members as a result of its inclusion.

It is understood there will be no reductions of staff, positions, hours, or pay as a direct result of the telecommunication system.

ARTICLE XX - RETIREMENT PAYOFF

- A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Retirement System.
- B. Full-time teachers must have taught a minimum of ten (10) years in Munising Public Schools.
- C. For teachers retiring under the retirement incentive plan the schedule of payment will extend over three (3) years at \$24,000. This is in place of the \$100 per day times 105 days.
- D. This retirement incentive shall be available to the estate, surviving spouse, or designated beneficiary of the deceased teacher.

ARTICLE XXI - BOARD POLICIES

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

SCHEDULE C - INSURANCE

The Board shall make a contribution of the proper rate per month for MESSA PAK which has been negotiated as health insurance carrier.

Plan A - (For employees needing health insurance)

Super Care 2

Delta Dental 80/80/80
 \$1,500 ortho lifetime max
 Class 1 and 2 Benefits - \$1,500 annual max

Negotiated Life \$40,000 AD&D

Vision VSP-3 Plus

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 \$60,000 AD&D

Dependent Life \$2,000 spouse/\$2,000 child(ren)

Vision VSP-3 Plus

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

<u>ACTIVITY ADVISOR</u>	<u>Percentage of Base</u>	<u>1991-92*</u>	<u>1992-93*</u>
Torch	7.0%	\$1,408	\$1,467
Debate	4.0	805	838
Play - Junior	4.0	805	838
Play - Senior	4.0	805	838
Band Director	12.0	2,414	2,515
Student Council	3.5	704	733
Forensics	3.5	704	733
Orange and Black	4.0	805	838
Future Homemakers	2.0	402	419
Commercial Club	2.0	402	419
Hi-Y	2.0	402	419
Tri-Hi-Y	2.0	402	419
Honor Society	2.0	402	419
Driver Education		14/hr BTW 19/hr CLSRM	15/hr BTW 20/hr CLSRM
Audio Visual	11.5	2,314	2,410
Substitute Teachers			10/hr.
Summer Librarian	7.0	1,408	1,467
High School Bowl	3.5	704	733
Middle School Newspaper	2.0	402	419
High School Citizens Bee	2.0	402	419
High School and Middle School Science Olympiad	2.0	402	419
Music	4.0	805	838
Art	2.0	402	419
<u>ATHLETICS</u>			
Intramural Program	4.0	805	838
Cheerleading	4.0	805	838
Football - Head Coach	17.0	3,420	3,562
Football - Assistant Coach	12.0	2,414	2,515
Football - J.V.	11.5	2,314	2,410
Football - Assistant J.V.	9.0	1,811	1,886
Frosh Football	9.0	1,811	1,886
Frosh Football - Assistant	7.0	1,408	1,467
Basketball - Head Coach	17.0	3,420	3,562
Basketball - J.V. Coach	11.5	2,314	2,410
Basketball - Frosh Coach	8.5	1,710	1,781
Basketball - Middle School	5.0	1,006	1,048
Track - Head Coach	12.0	2,414	2,515
Track - Assistant Coach	6.0	1,207	1,257
Wrestling	12.0	2,414	2,515
Golf - Boys	4.0	805	838
Golf - Girls	4.0	805	838
Cross Country	4.0	805	838
Girls Basketball - Head Coach	17.0	3,420	3,562
Girls Basketball - J.V. Coach	11.5	2,314	2,410
Girls Track	12.0	2,414	2,515
Volleyball	6.0	1,207	1,257

* Longevity in place for athletics only - see next page.

Schedule B - Extra Duty Pay
(Continued)

<u>CLASS ADVISORS</u>	<u>Percentage of Base</u>	<u>1991-92*</u>	<u>1992-93*</u>
7th, 8th, 9th, 10th	3.5	\$704	\$733
Head Junior Class Advisor	3.5	704	733
Head Senior Class Advisor	3.5	704	733
 <u>DEPARTMENT HEADS</u>			
Industrial Arts	3.5	704	733
English	3.5	704	733
Mathematics	3.5	704	733
Music	3.5	704	733
Science	3.5	704	733
Business	3.5	704	733
Physical Education	3.5	704	733
Home Economics	3.5	704	733
Social Studies	3.5	704	733
Guidance	3.5	704	733

* Longevity in place for athletics only - see below.

LONGEVITY PAYMENTS FOR ATHLETICS FOR 1991-93 SCHOOL YEARS

No experience - 1 year experience (completed)	- % x BA base
2 years' experience (completed)	- % x Step 2 of BA
3 years' experience (completed)	- % x Step 3 of BA
4 years' experience (completed)	- % x Step 4 of BA
5 years' experience (completed) or more	- % x Step 5 of BA

MUNISING PUBLIC SCHOOLS - 1991-92 FACULTY SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>BA+40/MA</u>	<u>MA + 15</u>
0	\$20,118	\$20,796	\$22,076	\$22,990
1	20,488	21,188	22,482	23,413
2	20,881	21,593	22,912	23,862
3	21,281	22,006	23,350	24,319
4	21,613	22,328	23,672	24,640
5	21,949	22,648	23,992	24,960
6	22,284	22,970	24,313	25,282
7	22,568	23,265	24,608	25,577
8	23,182	23,880	25,225	26,192
9	23,798	24,494	25,842	26,808
10	24,414	25,112	26,457	27,425
11	25,030	25,727	27,075	28,041
12	25,648	26,344	27,689	28,657
13	26,264	26,960	28,306	29,274
14	26,879	27,576	28,922	29,890
15	27,496	28,193	29,539	30,505
16	28,292	28,991	30,312	31,309
17	28,906	29,608	30,928	31,924
18	29,522	30,222	31,542	32,540
19	30,136	30,849	32,159	33,156
20	30,753	31,452	32,774	33,771
21	31,238	31,934	33,255	34,250
22	31,851	32,547	33,868	34,854
23	33,066	33,761	35,083	36,076
24	33,678	34,374	35,696	36,691
25	34,291	34,988	36,309	37,304
26	34,852	35,558	36,900	38,012
27	35,412	36,130	37,411	38,366
28	35,751	37,098	37,922	38,720
29	36,090	37,345	38,435	39,075
30	36,428	37,593	38,945	39,430
31	36,767	37,840	39,397	39,540
32	37,105	38,421	39,849	39,869
33	37,444	38,647	40,300	40,398
33+	38,194	39,419	41,106	41,205

Longevity - 2% additional of Step 33 and above.

SALARY COMPENSATION ADJUSTMENT

A portion of the financial funds that become available to the District as a result of the Oakland County Lawsuit (refer to Detroit News article dated July 7, 1989) shall be utilized for salary compensation adjustments according to the following criteria:

1. The District shall pay fifty percent (50%) of all above unencumbered funds to the members of the Munising Education Association for the school years of 1991-92 and 1992-93. Such unencumbered funds are defined as those funds which are not denoted by the State as restricted in nature and are not allocated to specific programs and/or categories.
2. Said funds due to the Munising Education Association shall be equally distributed to each Association member. Part-time employees shall receive a pro-rated portion of said funds.
3. Such additional salary compensation adjustments shall be paid and distributed to the bargaining unit members within sixty (60) calendar days of the receipt of said unencumbered monies.

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>BA+40/MA</u>	<u>MA + 15</u>
0	\$20,955	\$21,652	\$22,995	\$23,946
1	21,325	22,044	23,401	24,369
2	21,717	22,459	23,831	24,818
3	22,134	22,889	24,287	25,294
4	22,558	23,326	24,751	25,778
5	22,910	23,668	25,092	26,118
6	23,266	24,007	25,432	26,458
7	23,621	24,348	25,772	26,799
8	23,922	24,660	26,084	27,112
9	24,573	25,313	26,739	27,764
10	25,226	25,964	27,393	28,416
11	25,879	26,619	28,044	29,071
12	26,532	27,271	28,700	29,723
13	27,187	27,925	29,350	30,376
14	27,840	28,578	30,004	31,030
15	28,492	29,231	30,657	31,683
16	29,146	29,885	31,311	32,335
17	29,990	30,730	32,131	33,188
18	30,640	31,384	32,784	33,839
19	31,293	32,035	33,435	34,492
20	31,944	32,700	34,089	35,145
21	32,598	33,339	34,740	35,797
22	33,112	33,850	35,250	36,305
23	33,762	34,174	35,900	36,945
24	35,050	35,787	37,188	38,241
25	35,699	36,436	37,838	38,892
26	36,348	37,087	38,488	39,542
27	36,943	37,691	39,114	40,293
28	37,537	38,298	39,656	40,668
29	37,896	39,324	40,197	41,043
30	38,255	39,586	40,741	41,420
31	38,614	39,849	41,282	41,796
32	38,973	40,110	41,761	41,912
33	39,331	40,726	42,240	42,261
34	39,691	40,966	42,718	42,822
34+	40,486	41,784	43,572	43,677

Longevity - 2% additional of Step 34 and above.

SALARY COMPENSATION ADJUSTMENT

A portion of the financial funds that become available to the District as a result of the Oakland County Lawsuit (refer to Detroit News article dated July 7, 1989) shall be utilized for salary compensation adjustments according to the following criteria:

1. The District shall pay fifty percent (50%) of all above unencumbered funds to the members of the Munising Education Association for the school years of 1991-92 and 1992-93. Such unencumbered funds are defined as those funds which are not denoted by the State as restricted in nature and are not allocated to specific programs and/or categories.
2. Said funds due to the Munising Education Association shall be equally distributed to each Association member. Part-time employees shall receive a pro-rated portion of said funds.
3. Such additional salary compensation adjustments shall be paid and distributed to the bargaining unit members within sixty (60) calendar days of the receipt of said unencumbered monies.

MUNISING PUBLIC SCHOOLS - SCHOOL CALENDAR 1991-92

Sept. 3 School starts - Teachers 8 a.m.; Students 10 a.m.
 Oct. 11 Inservice Day
 Nov. 27 Dismissal at 11:30 a.m.
 Nov. 28-29 Thanksgiving Break
 Dec. 23 Christmas Break
 Jan. 6 School Resumes
 Mar. 16-20 Spring Break
 Mar. 23 School Resumes
 Apr. 17 Dismissal at 11:30 a.m.
 Apr. 20 Easter Break
 May 25 Memorial Day
 June 8 Last Day - Dismissal at 11:30 a.m.

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	H	O	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27*	H	H	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	V	V	H	V	V	28
29	V	V				

JANUARY						
S	M	T	W	T	F	S
			H	V	V	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	V	V	V	V	V	21
22	23	24	25	26	27	28
29	30	31				

APRIL							
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17*	18	
	H	V	21	22	23	24	25
26	27	28	29	30			

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H	26	27	28	29	30
31						

JUNE							
S	M	T	W	T	F	S	
		1	2	3	4	5	6
7	L*	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

O - Orientation/First Day for Students
 H - Legal Holiday
 V - Vacation Day * - 1/2 Day
 I - In-Service L - Last Day

Sept. - 20 Days The first two snow days need not be made up according to law.
 Oct. - 23 Days Additional days needed for snow make up days will be added at
 Nov. - 19 Days the end of the school year.
 Dec. - 15 Days
 Jan. - 20 Days
 Feb. - 20 Days
 Mar. - 17 Days
 Apr. - 21 Days
 May - 20 Days
 June - 6 Days
 181 Days

MUNISING PUBLIC SCHOOLS - SCHOOL CALENDAR 1992-93

Sept. 8 School starts - Teachers 8 a.m.; Students 10 a.m.
 Oct. 9 Proposed Inservice Day
 Nov. 25 Dismissal at 11:30 a.m.
 Nov. 26-27 Thanksgiving Break
 Dec. 23 Christmas Break
 Jan. 4 School Resumes
 Mar. 15-19 Spring Break
 Mar. 22 School Resumes
 Apr. 9 Dismissal at 11:30 a.m.
 Apr. 12 Easter Break
 May 31 Memorial Day
 June 10 Last Day - Dismissal at 11:30 a.m.

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	H	0	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25*	H	H	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	V	V	H	26
27	V	V	V	V		

JANUARY

S	M	T	W	T	F	S
						H
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	V	V	V	V	V	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2	3
						9*
4	5	6	7	8	9*	10
H	V	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	H					

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	L*	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- O - Orientation/First Day for Students
- H - Legal Holiday
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Sept. - 17 Days
 Oct. - 22 Days
 Nov. - 19 Days
 Dec. - 16 Days
 Jan. - 20 Days
 Feb. - 20 Days
 Mar. - 18 Days
 Apr. - 21 Days
 May - 20 Days
 June - 8 Days
 181 Days

The first two snow days need not be made up according to law. Additional days needed for snow make up days will be added at the end of the school year.

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

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. Dated Received by Supervisor/Principal: _____

B. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor Date

C. Disposition of Grievant and/or Union/Association: _____

Signature Date

* If additional space is needed in *
* reporting Section B of Step I, *
* attach an additional sheet. *

(Continued on Next Page)

GRIEVANCE REPORT FORM - CONT'D

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 & Award of Arbitrator: _____

Signature of Arbitrator

Date

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1991, and shall continue in effect until August 31, 1993. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

The Association and Board signatories:

By Joseph B. Brey
Joseph Brey
Munising Association President
and PN Chair

By Patricia Jamros
Patricia Jamros
Board President

By John Dawydko
John Dawydko
Munising Association Vice President

By Walter L. Loope
Walter Loope
Board Secretary

By ~~Paul A. J. Matero~~
Paul A. J. Matero
MEA Representative

By W. Dennis Rose
UPEA Representative

Dated: September 1, 1991

WHITTLE LETTER OF UNDERSTANDING

TO: Munsing Education Association

FROM: Munsing Board of Education

RE: Letter of Understanding

DATE: August 29, 1991

This letter of understanding relates to the Channel One, Whittle Corporation television newscast at the Middle and High School Buildings.

The class schedules of these two buildings to accomodate showing the twelve (12) minute newcasts are as follows:

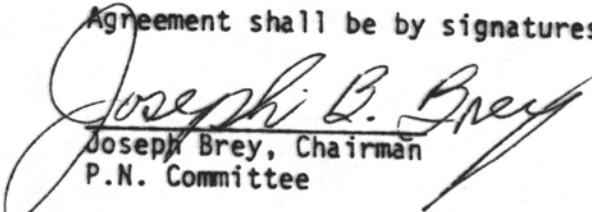
Middle School

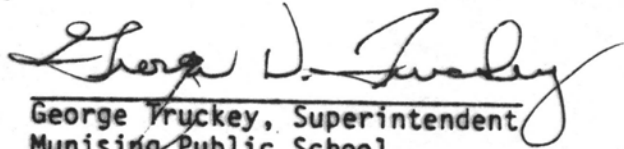
Channel One Homerooms	8:24	-	8:39 AM
First Hour	8:41	-	9:34
Second Hour	9:38	-	10:31
Third Hour	10:35	-	11:28
LUNCH	11:28	-	11:58 (6th and 8th grades)
Fourth Hour	11:32	-	12:25 PM (Seventh Grade)
Fourth Hour	11:58	-	12:51 PM (Eighth Grade)
LUNCH	12:25	-	12:55 PM (Seventh Grade)
Fifth Hour	12:55	-	1:48
Sixth Hour	1:52	-	2:45


High School

First Hour (Channel One Room)	8:30	-	9:35 AM
Second Hour	9:40	-	10:33
Third Hour	10:38	-	11:31
Fourth Hour	11:36	-	12:29 PM
Fifth Hour	12:59	-	1:52
Sixth Hour	1:57	-	2:50

Agreement shall be by signatures below.


Joseph Brey, Chairman
P.N. Committee


George Truckey, Superintendent
Munising Public School


Pat Jamros, President
Munising Board of Education