AGREEMENT

between the

MUNISING PUBLIC SCHOOLS

and the

MUNISING EDUCATION ASSOCIATION
AN AFFILIATE OF THE MEA AND THE UPEA

Effective: September 1, 2026
To August 31, 2028

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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 17, 2026

THIS AGREEMENT entered into this **1st day of September 2026**, 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 according to Schedule B, providing a completed Extra Duty Payment Form is submitted to 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.

I. Requests for personal days or earned compensation time shall be entered into a district approved electronic management system for administrative approval and record keeping.

ARTICLE V – TEACHING HOURS

A. The teacher's normal hours of work shall be as designated by the Board except that the Board shall make known its proposed hours to the Association and shall meet, if requested by the Association, to mutually discuss the opening and closing times of the teacher's school day. Hours of work for teachers shall be 15 minutes before start and 10 minutes after dismissal of school. Hours of work for teachers who begin their work day at the middle/high school and end their work day at the elementary shall be 5 minutes before the start of school until school is dismissed. All recesses are duty-free. Teachers shall be released on Fridays and days before holidays as soon as school is dismissed.

B. Cafeteria supervision is on a voluntary basis with both elementary and secondary teachers being paid according to Schedule B.

C. Mandatory Staff meetings may be called by the administration providing three (3) days' notice is given. Meetings shall not exceed one (1) hour.

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 according to Schedule B.

ARTICLE VI – TEACHING LOADS AND ASSIGNMENTS

A. The Board will 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 general 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. Recess may be included as preparation time when it occurs in at least twenty (20) minute increments. 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 general education classes, prorated for part-time. The Board 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 minimum of at least 250 minutes of preparation time, but such time may not be scheduled in the same manner as for elementary teachers of general education classes.

   2. For elementary teachers, the 250 minutes of minimum 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 minimum preparation time may include time contiguous with any non-classroom time within the school day.

   3. The administration and Board will provide additional preparation time for elementary teachers beyond the weekly minimum of 250 minutes that in total is equal to the secondary teachers' weekly preparation time as long as the following conditions are met:
      a. The additional preparation time can be provided through administrative adjustments to the daily and weekly schedule of the elementary that do not cause the district to fall short of the State of Michigan pupil accounting standards for the annual minimum amount of required instructional time for all grade levels.
      b. The provision of additional preparation time does not require the hiring of additional staff and/or cause the district to incur additional costs.
      c. The provision of additional preparation time does not result in changes to the daily/weekly schedule of the elementary that disadvantages any particular grade level or subgroups of students.
      d. The provision of additional preparation time does not require any changes to the approved district calendar outside of those parameters that are subject to collective bargaining.

E. Middle School / High School Prep Time
All middle school and high school teachers will receive daily individual prep time equivalent to one regularly scheduled class period.

F. For online classes, each teacher shall be compensated $100 per student per course per semester according to Schedule B.

G. Teachers teaching a class on their prep time shall be paid one-sixth (⅙) of their current annual salary as specified in Schedule A - Faculty Salaries, prorated by semester (i.e., a semester class would be one-half of one-sixth of the current annual salary).

Assignments of more than five (5) teaching periods shall be subject to the written approval of the teacher involved. A copy of the approval shall be attached to the teacher's contract.

H. Teachers teaching two (2) or more classes in the same hour and/or on their own time for classes like Advanced Child Development, Independent Study Visual Arts, or other classes approved by administration will be compensated the same as online classes according to Schedule B.

I. When classroom space allows, teachers shall be responsible for in-person supervision of online students for which they are compensated and serve as the official teacher of record. Teachers shall not be responsible for in-person supervision of online students for which they do not serve as the official teacher of record without their express consent AND prior administrative approval. Teachers that consent to in-person supervision of online students for which they do not serve as the official teacher of record are eligible for compensation at the same rate as teachers that serve as the teacher of record for online students (see Schedule B).

ARTICLE VII – TEACHING CONDITIONS AND RESPONSIBILITIES

A. The Board will make a continuing effort to reach the state recommended standards as to classroom size.

B. The Board agrees at all times to keep the schools reasonably equipped and maintained subject to the funds available. The Board will confer from time to time with the Association and/or appropriate teacher professional improvement committees on the selection of text materials and educational aids to the end of improving the learning process.

C. The use of staff lounges will be limited to use by staff members only during the working day. After the designated working day, the use of the staff lounges will be limited to staff members and their families.

The Board shall maintain the present existing facilities available in each school regarding lunchrooms, restrooms and lavatory facilities exclusively for teacher use.

D. Telephone facilities shall be made available to teachers for their reasonable use as presently provided. Teachers will not be required to use their personal phone for school business.

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 unless the activities interfere with the teacher's ability to effectively educate the students or disrupts the learning environment. The preceding sentence also applies to disciplines.

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 principals of schools concerned. The principals are encouraged to consult department heads regarding released time. 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 as indicated in Schedule B.

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 (2) weeks following the end of the 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. Teachers hired after 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 payment for up to one hundred thirty (130) days of unused accumulated sick leave according to the scale below. 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.

At least 10 years of Service within the District = $50 per day
At least 15 years of service within the District = $75 per day
At least 20 years of service within the District = $100 per day

F. Teachers may "sell" sick days (but not personal days) back to the district at the end of a school year under the following criteria:

1. The bargaining unit employee must maintain at least fifty (50) sick days in their personal sick day bank to be eligible to participate in the sick day buy-back program.
2. The bargaining unit employee must provide notification to the district business office on or before May 1st that the employee intends to "sell" back sick days and how many days the employee intends to "sell" back.

3. The bargaining unit employee may "sell" back no more than five (5) sick days per school year.

4. Sick days that are "sold" back are forfeited.

5. The district will pay the daily substitute rate per sick day sold back.

G. 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 into a retiree's 403(b)ER 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.

H. 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

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for up to twelve (12) months. Paid and unpaid leave time shall run concurrently with the 12 months leave. 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 Superintendent on application.

C. Leaves of absence, when granted, shall be with time chargeable against the teacher's earned and accumulated sick leave time for the following reasons unless other reasons are approved by the Board or its representative:

1. A maximum of ten (10) days per school year for an illness of a family member. A "family member" includes
    a. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis;
    b. A biological parent, foster parent, stepparent, parent-in-law, or adoptive parent or a legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis when the employee was a minor child;
    c. An individual to whom the employee is "legally married under the laws of any state;"
    d. A grandparent or grandchild; and
    e. A biological, foster, or adopted sibling, and other relatives living in the same household as a member of the regular family unit.

2. When a death occurs of a teacher's family member, the teacher may take up to five (5) paid bereavement 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 the death of other relatives may be granted up to three (3) days at the Superintendent's discretion chargeable to sick leave. One (1) day may 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 which shall coordinate with other benefits received under state or federal law or insurance benefits.

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 the Revised School Code.

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 (FMLA), and the Board's FMLA Policy.

1. FMLA leave shall run concurrently with all paid and unpaid leave available to the employee.

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 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.

3. The granting of FMLA leave shall not interrupt seniority and rights attendance thereto.

G. 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 former position, or as nearly a comparable position as possible, with the same benefits, consistent with the Uniformed Services Employment Rights Act.

H. There shall be no interruption in seniority during leaves of absence. For layoff and recall purposes, there shall be no interruption in seniority during a leave of absence.

I. 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 herein.

1. When the Board has reason to believe that a teacher is unable to perform the essential functions of their job due to illness or disability, or when the teacher is seeking an accommodation for a disability, the teacher shall comply with the requests to provide appropriate medical documentation. Pursuant to the ADA, a teacher may be required to undergo an independent medical examination by an employer-selected medical professional for the purpose of evaluating fitness for duty or the necessity for an accommodation at the employer's expense.

ARTICLE X – EVALUATION AND PERSONNEL FILE

Decisions about evaluation of a "teacher" defined under *Revised School Cole Section 1249*, or who is assigned to students in any grades K to 12 as a teacher of record (hereinafter referred to as "teacher") will be made as stated below. The procedures established in this article constitute clear and transparent procedures as required under *Revised School Code Section 1248*.

1. Each teacher shall have the right to review his/her personnel file.

2. ***Evaluation of Teachers.*** Teachers will be evaluated pursuant to a performance evaluation system consistent with *Revised School Code Section 1249* and the *Teachers' Tenure Act.* This performance evaluation system will include, as appropriate, the following:

   A. A year-end evaluation process that meets statutory standards, is rigorous, transparent, and fair, and does all of the following:

      1. Evaluates the teacher's job performance at least annually while providing timely and constructive feedback.

      2. Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.

      3. Evaluates a teacher's job performance, using multiple rating categories that take into account student growth and assessment data;

         i. Student growth must be measured using multiple measures that may include student learning objectives, achievement of individualized education program goals, nationally normed or locally developed assessments that are aligned to state standards, research-based growth measures, or alternative assessments that are rigorous and comparable across schools within the school district.

            a. In consultation with the teacher, the school administrator may allow for the exemption of student growth data attributable to one or more students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that may warrant eliminating that data.

      4. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:
         a. The effectiveness of teachers, ensuring that they are given ample opportunities for improvement.

         b. Promotion, retention, and development of teachers, including providing relevant coaching, instruction support, or professional development.

         c. Whether to grant tenure of full certification, or both, to teachers using rigorous standards and streamlines, transparent, and fair procedures.

         d. Removing ineffective tenured and untenured teachers after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

B. An **evaluation tool** that incorporates components required by law, including:
   1. locally agreed-on student growth and assessment data or student learning objectives, as defined by *Revised School Code Section 1249*; and

   2. the Teacher's performance.

C. An **individualized development plan (IDP)** with performance goals developed by the evaluator in consultation with the teacher and recommended trainings, coaching, professional development or resources designed to improve the teacher's effectiveness for:
   1. All probationary teachers;

   2. Teachers rated developing, needs support; or

   3. At the evaluator's discretion when performance deficiencies are noted

D. **Classroom observations** of at least **30** minutes each which include, at minimum, a review of the Teacher's lesson plan, the state curriculum standard used in the lesson, and student engagement, with appropriate written feedback and a post-observation meeting between the Teacher and the school administrator conducting the observation to discuss those items;

   1. Unless a teacher has received a rating of effective or highly effective on his or her 2 most recent annual year-end evaluations, there must be at least 2 classroom observations of the teacher each school year. At least 1 observation *must* be unscheduled.

   2. Each classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson as well as a review of pupil engagement in the lesson.

   3. The school administrator will give the teacher written feedback on the observation as soon as reasonably possible after the observation occurs but minimally within 30 days of observation. Ideally, the written feedback will be reviewed and discussed at a post-observation meeting

   4. The school administrator will make every reasonable effort to ensure that the teacher shall be notified by September 30th who will be conducting their evaluation. Additionally, the administrator will make reasonable efforts to ensure that the first observation occurs by December 15th of each school year and that observations will be conducted at least 60 calendar days apart.

E. A mid-year progress report, if required by law, which aligns with the Teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator;
    1. teachers who are evaluated with an IDP (received a "minimally effective" or "ineffective" rating prior to July 1, 2026 or "needing support" or "developing" rating thereafter; and/or probationary teachers shall be provided specific performance goals that will be used to assist in improving effectiveness for the next school year. The school administrator may develop these goals in consultation with the teacher, the appropriate department chair, and/or the assigned mentor teacher if applicable.

F. A year-end performance evaluation effectiveness rating, of effective, developing or needing support;
    1. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last scheduled school day of each year. In the event that there is no year-end evaluation , the teacher shall be deemed "effective" per the year end evaluation determination.

    2. Teachers who have been employed for less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of sixty (60) days of more, or who are otherwise not observed and evaluated due to circumstances the district deems extenuating may be, at the district's discretion, exempted from the annual evaluation process and shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

G. Tenured Teachers rated as highly effective on the three (3) most recent consecutive year-end evaluations may be evaluated biennially, but if the Teacher is not rated as effective on one of the biennial year-end evaluations, the Teacher must receive year-end evaluations. If a Teacher on the biennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the Teacher to annual evaluations;

H. A mentor for Teachers rated developing or needing support or for Teachers as required by law;

I. Opportunity for a tenured Teacher rated needing support on a year-end evaluation to request a review consistent with *Revised School Code Section 1249*;

J. A tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with *Revised School Code Section 1249* and corresponding regulations;

K. Website posting of required information for the evaluation tool;

L. Training on the evaluation tool for Teachers and evaluators is required by law.

M. If a tenured Teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the Teacher shall be discharged consistent with due process. The District is not precluded from discharging a Teacher at other times as provided by the Teachers' Tenured Act.

N. If a Teacher receives an unevaluated rating, the Teacher's rating from the school year immediately before the designation must be used for consecutive purposes.

O. By September 1, 2024, the Parties will negotiate and reach consensus about (1) the evaluation tool used for the 2024-25 school year which amounts to 80% of the evaluation, and (2) how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will follow its established Board policies until the parties reach an agreement.

P. A probationary Teacher cannot challenge any aspect of the negotiated evaluation process, including observation, the IDP, the mid-year performance review or assigned rating.

Q. All teachers have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to their year-end evaluation.

Grievance Procedure. An alleged violation of this article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under Article **XIV** grievance process by a tenured Teacher with two (2) consecutive overall evaluation ratings of needing support.

ARTICLE XI – STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Association and Board agree it is the responsibility of both parties to assist in maintaining order in the building, on the school buses, during school sponsored events, and on school grounds. Bargaining unit employees and administrators will follow District policy to respond to disruptive student behavior. Employees shall immediately report unsafe or unhealthy workplace conditions or tasks to the building principal or designee. Unresolved concerns will be referred to the Superintendent's Office. If the matter is not resolved, the employee may file a report with the appropriate government agency, as needed. Both parties agree to comply with State and Federal law when considering workplace safety issues and to consult on matters of classroom management and student discipline.

B. **Where permitted by law (MCL 380.1309),** a teacher may remove 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. As soon as possible the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the removal. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. This paragraph cannot be utilized to violate state or federal law pertaining to students with disabilities.

C. Any teacher may use reasonable physical force as is necessary on the person of any pupil in conformance with MCL 380.1312 (4) (a)-(f), MCL 380.1307. **Student discipline must comply with state and federal law, and Board Policy.**

D. Any assault upon a teacher during the performance of his/her duties shall be promptly reported to the building administrator and superintendent. The teacher may, through the Association, request legal assistance from the Board if the student raises a criminal or civil claim against the teacher. This request 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. **To the extent permitted by law**, 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 file. **As permitted by *Section 423.505 of the Bullard-Plawecki Employee Right to Know Act 397 of 1978,*** the teacher may submit a written rebuttal regarding any material and the same shall be attached to the file copy of the material in question. 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. Reimbursement is subject to insurance limits.

G. In matters relating to the disciplining of students with disabilities, the Board of Education and bargaining unit employees shall abide by Federal and State laws regarding suspension and expulsion.

ARTICLE XII- VACANCIES, PROMOTIONS, AND TRANSFERS

A. The Board recognizes that it is desirable 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 request, the school, grade or position sought, and the applicant's academic and professional qualifications including related coursework, training, and work history. Such requests shall be renewed once each year to assure active consideration by the Superintendent.

The superintendent or designee shall decide teacher placement, when a vacancy exists, and when a posting is made, based on the following clear and transparent factors:

1. Appropriate certification, approval or authorization for all aspects of the assignment.
2. Year-end effectiveness ratings.
3. Number of years teaching in the grade level or subject area.
4. Relevant professional development and specialized training.
5. Disciplinary record, if any.
6. Other reasoned explanations supported by evidence that are mutually agreed upon between the Association and the superintendent.

If all factors are equal, then seniority within the bargaining unit shall be the determining factor in awarding the position.

A request for transfer may be denied under the following circumstances:

1. The bargaining unit employee is not properly certified, approved or licensed to hold the position.
2. The bargaining unit employee does not meet the qualifications for the position.
3. The bargaining unit employee is on an IDP.
4. The bargaining unit employee has received a developing/minimally effective or needing support/ineffective evaluation rating in the previous 2 school years.
5. The bargaining unit employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill.
6. The bargaining unit employee applied for and received a change of placement in the previous five (5) years (unless the teacher and the superintendent mutually agree to the change of placement.)
7. To avoid violating State or Federal law or receiving a penalty or reduction in funding.

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. When a position occurs, it will be posted for five (5) school days in all schools in the district.

C. Likewise, all supervisory vacancies will be posted for five (5) school days; and the superintendent will give consideration to all professional employees who apply.

When vacancies or new positions occur, the superintendent shall email the Association and all District employees a copy of the notice. 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. The waiting period may be waived by an agreement with the Association.

D. An involuntary transfer will be made only in case of the superintendent assigning present employees to fill the immediate needs of the district due to reduction in personnel, an emergency, or after all reasonable attempts have been made to fill the positions. The superintendent shall notify the bargaining unit member and the Association of the reasons for such transfer.

The superintendent may conduct an involuntary transfer to a vacant position for the following reasons:

1. The teacher's current assignment is eliminated;
2. The administration finds that the teacher's performance or misconduct should result in a change in placement; .
3. The teacher's endorsement or teaching certificate is needed to fill a vacancy the District cannot otherwise fill.

The superintendent may make an involuntary transfer before utilizing the vacancy language under this article (XII).

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 had under this agreement prior to such transfer to supervisory or executive status unless the employee engaged in terminable misconduct while in a supervisory or executive position.

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 review. The parties mutually pledge those representatives selected by each party be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Article XIV - Professional Grievance Negotiation Procedure

A. If an individual employee has a personal complaint which he/she desires to discuss with the Superintendent, he/she is free to do so without recourse to the grievance procedure.

B. Definition: A grievance is a written claim or complaint by a bargaining unit member or a group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

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

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

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

Grievances will be presented in the following steps:

D. STEP 1 – Building Administrator
Before initiating a formal written grievance at STEP 2 the grievant alleging a violation of the express provisions of this Agreement shall orally discuss the grievance with the building administrator.

E. STEP 2 – Superintendent

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

2. Within seven (7) working days of the receipt of the grievance at Step 2, the Superintendent (or his or her designee) and grievant and/or representative of the Association (at the grievant's request) shall meet in an effort to resolve the grievance. The Superintendent (or his/her designee) shall

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

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

G. STEP 4 – Arbitrator
If the Association is not satisfied with the disposition at Step 3, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the Association shall, within fifteen (15) working days following the written disposition of the grievance at STEP 3, file written demand for arbitration in accordance with the rules of the American Arbitration Association and serve the demand upon the Agency within the same fifteen (15) working day interval.

1. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other party.

2. All arbitration proceedings are subject to and will be conducted pursuant to the Uniform Arbitration Act, MCL 691.1681 et seq.

3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall have no power to rule on any of the following:

    a. Termination of services or failure to reemploy any probationary employee.
    b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedure specified in the Teachers' Tenure Act.
    c. Award damages that are not specifically covered in this contract.

4. Both parties are bound by the decision of the arbitrator so long as it is within the scope of his/her authority as set forth above. Judgment may be entered in any court of competent jurisdiction.

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

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

J. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

K. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue, including substantive arbitrability. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. In the event that the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

L. Notwithstanding any other provision in the Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

M. Miscellaneous Conditions

1. Access to personnel records will be in accordance with the Bullard-Plawecki Employee Right to Know Act, Board Policy and other applicable law.

2. If a bargaining unit member must be involved in the grievance procedure during the work day, the member shall be excused from work with pay for that purpose upon administrative approval.

N. An arbitration under this Agreement shall be held at the District's administrative office, unless a different location is agreed to by the parties in writing.

ARTICLE XV – MISCELLANEOUS PROVISIONS

A. Teachers may be requested by the administration to substitute within the school day. 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. 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.

E. Solicitors of non-educational materials and supplies are not to be permitted to solicit teachers in the school during the school day.

F. 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.

G. 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.

H. Each school year, a committee will be formed consisting of two to three administrators, one to two board members, and two teachers from each building (PK-5, 6-12), to establish professional development activities in the district for that school year.

I. An emergency manager appointed under Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided within Fiscal Accountability Act.

ARTICLE XVI – REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

A. In the event the Board decides to reduce the number of bargaining unit members through layoff of employment, all personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. Acting within the approved budget, the superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the superintendent will recommend to the Board the teaching positions to be reduced. Teacher reductions and recalls are by formal Board action.

B. Reduction in force and recall decisions must be made based on the teacher effectiveness criteria and related factors established in Sections 1248 and 1249 of the Revised School Code. The administration shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration in matters of layoff and recall when all other factors, including those listed below, are considered equal amongst the potentially affected teachers.

1. Pursuant to this article, personnel decisions shall be made based on the following factors:
    a. Appropriate certification, approval, or authorization for all aspects of the assignment.
    b. Year-end effectiveness ratings.
    c. Number of years teaching in the grade level or subject area.
    d. Relevant professional development and specialized training.
    e. Disciplinary record if any.
    f. Other reasoned explanations supported by evidence that are mutually agreed upon between the Association and the superintendent.

C. If for any reason the superintendent anticipates a reduction of staff, he/she shall, prior to taking formal action, consult with the Munising Education Association to receive recommendations.

D. The superintendent shall develop a list of necessary staff positions that are to be reduced based on the proposed educational program for the forthcoming school year. The list of staff positions that are to be reduced shall be sent via school email to the Association. An individual on an approved leave of absence shall be considered in the same status as an actively employed bargaining unit member.

E. The superintendent will give notice of layoff to the individual(s) involved within ten (10) business days after the Board has taken action on the layoff. The superintendent shall give written notice of layoff by sending an email to the affected teacher's school email address.

F. 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 according to Article XIV.

G. Any teacher on layoff shall be recalled in inverse order of layoff, as determined by the factors referenced in B.1. An employee shall remain on the recall list for twelve (12) months from the date the district implemented the layoff. No loss of seniority granted by the district shall occur; and a bargaining unit member's accumulated sick leave shall not be canceled but shall remain credited to him/her. A bargaining unit member whose service has been interrupted by layoff will not have their seniority interrupted.

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 as referenced in B.1 to fill any vacancy which may arise.

Teacher Recall Process

1. Before or in lieu of initiating the recall of a laid-off teacher, the superintendent may reassign teachers to fill vacancies in accordance with this article.
2. After or in lieu of any reassignment of existing teaching staff, the superintendent may take either of the following actions to fill a vacancy:
   a. Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the superintendent or designee will fill the vacancy consistent with this article; or
   b. Post the vacancy and consider all applicants if the superintendent determines that the District's educational interests would be served and no teacher on layoff meets the certification and qualification requirements of the position.
3. The superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
4. A laid-off teacher who declines an interview for a vacancy or who fails to appear for an accepted interview forfeits all rights to recall and continued employment.
5. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the superintendent, will forfeit all rights to recall and continued employment unless the superintendent, in the superintendent's sole discretion, has extended the time limit in writing.

H. A seniority list shall be prepared by the Administration and submitted via school email to the Association by November 1 of each year. If changes occur, the list will be updated within thirty (30) days of such change.

Bargaining Unit Members shall be listed according to:

1. Years of Continuous Service

2. Grades in Which the Teacher is Certified

3. Subject Areas Presently Teaching

I. Seniority shall be defined as the teacher's first working day of continuous service in the 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, is laid off for more than one year, 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 position or on a Board-approved leave of absence from a bargaining position.

K. An individual on a Board-approved leave of absence shall only be replaced for that time period during which the leave has been approved.

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 general 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 according to Schedule B.

B. If any bargaining unit member in writing advises the administration 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 administration shall forthwith call an IEPT. The member so advising the administration shall be invited to, and attend, the IEPT.

C. The parties recognize the extent to which a Special Education eligible student can participate in general 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 general education personnel responsible for instructing the student. Accordingly, in order to assure that the Special Education eligible student will be allowed to participate in general education programs and services to the maximum extent appropriate, the administration shall:

1. Provide in-service training to general education personnel regarding the instruction and behavioral management of Special Education eligible students in the general 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 administration and the Association. Such in-service training shall be expedited for any general education personnel who shall be asked to provide or supervise instructional services to any Special Education eligible students.

2. Provide sufficient, 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, as determined by law.

ARTICLE XVIII – SITE BASED DECISION MAKING & SCHOOL IMPROVEMENT

A. Site-based decision-making will be encouraged and implemented in each district building through the Principal's Advisory Committees (PACs). The administrator for each building, in consultation with department heads, will invite and appoint professional staff members to each PAC. The membership of each PAC may change annually or biannually at the discretion of each building and will participate in school improvement efforts as well as to advise administrators on matters of school and district improvement.

B. Pursuant to *MCL Section 380.1277 of the Revised School Code,* the district may develop a District Improvement Team (DIT). Membership on the DIT is at the District's discretion and members will be appointed by the superintendent or his/her administrative designee. The DIT will consist of varied stakeholders and will annually participate in the review, evaluation, and development of district improvement plans and goals as reported in the *Michigan Integrated Continuous Improvement Process* (MICIP) system. It is encouraged that at least one PAC member from each building be invited to participate on the DIT.

C. Each building PAC in concert with the building administrator will establish its own meeting schedule. The DIT will meet 1-2 times annually and employees serving on the DIT may use one day per semester of release time for meetings, trainings, or guided work sessions as needed and approved by the superintendent or his/her designee.

D. DIT decisions must comply with School Board Policy, the Master Agreement, and the *Revised School Code*. The DIT 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

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, 2027, the District shall pay the Medical Benefit Plans Annual cost Limitations as set by the Michigan Department of Treasury in the Fall of the previous year.

Plan A – (For employees electing health insurance)

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

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

Delta Dental	80/80/80/80 $3,000 Ortho lifetime max Class 1 and 2 Benefits - $2,000 annual max
Negotiated Life	$80,000 Life Plus $80,000 AD&D
Dependent Life	$2,000 spouse/$2,000 child(ren)
Vision	VSP III Plus 250 CL
Long Term Disability	66 2/3% - 60-day wait – Freeze on sick days, monthly maximum $6,000
Cash in lieu of	$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.)

When a married couple are both employed by the Board, one may choose to carry health insurance, and the other is eligible for the "in lieu of monies."

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.

For employees hired into a Schedule B position on or after August 20, 2024.

ACTIVITY ADVISORS	Percentage of Step 0 of BA
Category A - 5%	
Drama Club (Minimum of 2 plays)	5
Yearbook Advisor (If NOT a class)	5
Category B - 4%	
Jazz Band	4
Pep Band	4
Fine Arts Festival	4
District Student Council	4
Orange and Black- School Newspaper (If NOT a class)	4
Category C- 3%	
District Forensics	3
HS Quiz Bowl	3
Category D - 2%	
HS National Honor Society	2
HS Robotics	2
Youth in Government	2
Key Club	2
MS Robotics	2
JR National Honor Society	2
Hoop House Supervisor	2

ATHLETICS	Percentage of Step 0 of BA
Category A - 15%	
Varsity Football Head Coach	15
Varsity Girls Basketball Head Coach	15
Varsity Boys Basketball Head Coach	15
Category B - 12%	
Varsity Wrestling Head Coach	12
Varsity Volleyball Head Coach	12
Varsity Track Head Coach- Combined (1)	12
Category C - 9%	
JV Boys Basketball Coach	9
JV Girls Basketball Coach	9
JV Football Coach	9
JV Volleyball Coach	9
Category D - 6%	
Assistant Varsity Football Coach (1)	6
Assistant JV Football Coach (1)	6
Assistant Varsity Track Coach (1) - Combined (1)	6
Category E - 4%	
HS Sideline Cheer Coach	4
HS Competitive Cheer Coach	4
HS Cross Country Coach - Combined (1)	4
HS Golf Coach - Combined (1)	4
MS Girls Basketball 7th Grade Coach	4
MS Girls Basketball 8th Grade Coach	4
MS Boys Basketball 7th Grade Coach	4
MS Boys Basketball 8th Grade Coach	4
MS Track Coach - Combined (1)	4
Category F - 2%	
Girls Tennis Coach	2
Boys Tennis Coach	2
Girls Softball Coach	2
MS Cross Country Coach - Combined (1)	2
MS Football Coach	2
MS Sideline/Competitive Cheer Coach	2
Weight Room Supervisor	2

CLASS ADVISORS	Percentage of Step 0 of BA - Paid at Year End
Junior Class	2
Senior Class	2
DEPARTMENT HEADS K-12	**Percentage of Step 0 of BA - Paid at Year End**
Career & Tech Education 6-12	4
Language Arts K-5	4
Language Arts 6-12	4
Mathematics K-5	4
Mathematics 6-12	4
Physical Education/Health K-12	4
Science K-5	4
Science 6-12	4
Social Studies K-5	4
Social Studies 6-12	4

LONGEVITY PAYMENTS

Employees hired into Schedule B positions on or after August 20, 2024 will no longer be eligible for longevity payments.

All employees hired into Schedule B positions prior to August 20, 2024 will freeze at their current longevity % of Step of BA in the table below for completed years of experience prior to commencing 2024/2025 season/school year.

No experience - 2 years experience (completed)	% of BA 0 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

CAFETERIA SUPERVISION	Paid at Semester End
Elementary and Secondary Teachers - One Teacher, if necessary, at the Principal's discretion	$12 per Day
DAILY SUBSTITUTE TEACHER PAY	
Rate of a daily substitute teacher	$125 per Day
LOCKER ROOM SUPERVISION	**Paid at Semester End**
Secondary Teachers- On an as needed basis, determined by Principal if locker room issues are occurring	$12 per Day
MENTOR TEACHER STIPENDS	**Paid at Year End**
Mentor a First Year Teacher	$750
Mentor a Second Year Teacher	$500
Mentor a Third Year Teacher	$250
RECESS SUPERVISION	**Paid at Semester End**
Elementary Teachers- One Teacher, if necessary, at the Principal's discretion	$12 per Day
STIPENDS	**Paid at Semester End**
PK-5 Special Education Coordinator, may not be available if Coordination is contracted out	$7,500
PK-5 504 Coordinator	$2,000
6-12 Special Education Coordinator, may not be available if Coordination is contracted out	$7,500
6-12 504 Coordinator	$2,000
TEACHER OF RECORD	**Paid at Semester End**
Teacher of Record for online classes	$100 per student per course per semester
TEACHING SEMESTER CLASS ON PREP TIME	**Paid at Year End**
Prorated by semester	1/6 of Teacher's Schedule A Salary
TEACHER TRAVEL BETWEEN BUILDINGS	**Paid at Year End**
Teachers with Daily Teaching assignments at both buildings - One Way	$150
Teachers with Daily Teaching assignments at both buildings - Round Trip	$200

COMPENSATORY TIME	Paid at Semester End
Compensatory Time for Professional Obligations that occur outside the regular contracted school day and hours, including: • Michigan (and U.S.) Department of Education Required Trainings • Standardized Assessment Trainings Required by MDE/OEAA • Multi-Tiered Systems of Support (MTSS) Trainings • 504/IEP/Child Study Team (CST)/Student Support Team (SST) Trainings & Meetings • Title I & 31a At-Risk Trainings • District Science Fair; Title I Reading & Math Events • School/District (MICIP) Improvement Team Trainings or Meetings not specified under *Article XVIII – SITE BASED DECISION MAKING & SCHOOL IMPROVEMENT* • Substitute teaching during prep time • FOCUS • Middle School Committee • PAC Meetings • Handle With Care/CPI • Curriculum & Software Trainings • Kindergarten or Preschool Registration • Student Handbook Committee • Other professional obligations as mutually agreed upon in advance by both parties	$22 per Hour

SCHEDULE A - MUNISING PUBLIC SCHOOLS
2026-2028 FACULTY SALARIES

Step	Degree	BA		BA +20		BA + 40 CTE Cert MA		MA + 15
0	1.000	39,500.00	1.033	40,783.75	1.065	42,067.50	1.098	43,351.25
1	1.000	45,000.00	1.033	46,462.50	1.065	47,925.00	1.098	49,387.50
2		46,012.50		47,507.91		49,003.31		50,498.72
3		47,047.78		48,576.83		50,105.89		51,634.94
4		48,106.36		49,669.81		51,233.27		52,796.73
5		49,188.75		50,787.38		52,386.02		53,984.65
6		50,295.50		51,930.10		53,564.70		55,199.31
7		51,427.14		53,098.53		54,769.91		56,441.29
8		52,584.26		54,293.24		56,002.23		57,711.22
9		53,767.40		55,514.84		57,262.28		59,009.72
10		54,977.17		56,763.93		58,550.68		60,337.44
11		56,214.15		58,041.11		59,868.07		61,695.03
12		57,478.97		59,347.04		61,215.11		63,083.17
13		58,772.25		60,682.35		62,592.45		64,502.54
14		60,094.63		62,047.70		64,000.78		65,953.85
15		61,446.75		63,443.77		65,440.79		67,437.81
16		62,829.31		64,871.26		66,913.21		68,955.16
17		64,242.97		66,330.86		68,418.76		70,506.65
18		65,688.43		67,823.31		69,958.18		72,093.05
19		67,166.42		69,349.33		71,532.24		73,715.15
20		68,677.67		70,909.69		73,141.71		75,373.74
21		70,222.91		72,505.16		74,787.40		77,069.65
22		71,802.93		74,136.52		76,470.12		78,803.72
23		73,418.50		75,804.60		78,190.70		80,576.80
24		75,070.41		77,510.20		79,949.99		82,389.78

Teachers on Step 25 and above will receive an additional longevity payment of $500 each year.

All teachers eligible for a Full Year Basic Substitute Permit or Interim Teaching Certificate AND enrolled in a program or coursework that leads to a teaching certificate in 3 years or less will be placed on Step 0 and remain there until the Standard Teaching Certificate is earned. Once a Standard Teaching Certificate is earned, the individual will be placed on Step 1, prorated by semester.

Teachers newly employed by the district that provide proof of passing MTTC scores necessary, and the required standard teaching certificate, for that position, will be placed on Step 1.

Employee Grievance Procedure

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

Step 1 Disposition By Building Administrator:

Step 1 Disposition Date:

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

Step 2 Disposition By Superintendent:

Step 2 Disposition Date:

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

Step 3 Disposition By Board of Education:

Step 3 Disposition Date:

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

Date:_____

Munising Public Schools
Employee Grievance Form

Name_____

Title_____

Address_____

Explain Alleged Violation: _____
Contract Section/Subsection: _____

Synopsis of Facts:_____

_____

_____

_____

Date of Alleged Violation:_____

Relief Requested:_____

_____

_____ _____

Signature of Grievant Signature of MEA Representative (optional)

Munising Public Schools

2026-2027 School Year Academic Calendar

September 1 & 2, 2026	Teacher Professional Development Days
Tuesday, September 8, 2026	First Day of School for Students
Monday, October 12, 2026	Teacher Professional Development Day NO SCHOOL for students
Friday, October 30, 2026	End of First Marking Period ½ Day for Students
Monday, November 2, 2026	NO SCHOOL for students Parent Teacher Conferences MS/HS 11 am-1:30 pm and 5-7 pm Mather 11:30 am - 2 pm & 5:30-7:30 pm
November 26 & 27, 2026	Thanksgiving Break
December 23, 2026 - January 3, 2027	Winter Holiday Break
Friday, January 15, 2027	End of First Semester
February 19, 2027	Teacher Professional Development Day NO SCHOOL for students
March 22, 2027 - March 29, 2027	Spring Break
April 9, 2027	End of Third Marking Period
May 29, 2027	Graduation Ceremony at noon
May 31, 2027	Memorial Day - NO SCHOOL
June 9, 2027	Last Day of School ½ Day for Students

Full days for teacher PD are 8 am - 3 pm with lunch from 11am-noon.

In addition, the district will provide two-hour blocks of professional development after school from 3:30-5:30 pm four times during the school year, once each marking period.

ARTICLE XXI – TERMS OF THIS AGREEMENT

A. This Agreement shall become effective September 1, 2026 and shall remain in full force and effect through August 31, 2028.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

"The Association"

By: Dawn Mattson

Dawn Mattson
Munising EA President

By: Mandy Cole

Mandy Cole
Munising PN Chairperson

By: Bill Milligan

Bill Milligan
MEA 17-A UniServ Director

"The District"

By: L Bender

Lara Bender, Board President
Munising Public Schools

By: Megan Hill

Megan Hill, Board Secretary
Munising Public Schools

By: Michelle Paul

Michelle Paul, Superintendent
Munising Public Schools