MASTER AGREEMENT
(CONTRACT)

BETWEEN

THE MARQUETTE AREA PUBLIC SCHOOLS

And the

MARQUETTE AREA EDUCATION ASSOCIATION/UPEA/MEA

2024-2027

Table of Contents

ARTICLE I - RECOGNITION; DEFINITIONS.....5

ARTICLE II - BOARD RIGHTS.....7

ARTICLE III - GRIEVANCE PROCEDURE.....9

ARTICLE IV - TEACHER RESPONSIBILITIES.....12

ARTICLE V - SCHOOL DAY.....16

ARTICLE VI - TEACHING CONDITIONS.....19

ARTICLE VII - ASSOCIATION RIGHTS AND RESPONSIBILITIES.....22

ARTICLE VIII - PAYROLL DEDUCTIONS; TEACHER CONTRACTS.....24

ARTICLE IX – DUTIES OF DEPARTMENT AND CURRICULUM CHAIRS.....25

MARQUETTE MIDDLE AND SENIOR HIGH SCHOOLS.....25
Section 1 - Qualifications and Length of Appointment.....25
Section 2 - Defined Department List.....25
Section 4 - Responsibilities of the Department/Curriculum Chair.....26

ARTICLE X - PROFESSIONAL COMPENSATION.....28

ARTICLE XI - LEAVES OF ABSENCE.....31
Section 1 - With Pay.....31
Section 2 - Without Pay.....37
Section 3 - Donated Leave Time.....40

ARTICLE XII – INSURANCE.....41
Section 1 – Area Purchasing Agreement.....41
Section 2 - Health and Hospitalization Insurance.....41
A. For the 2024 calendar year, the Board agrees to provide premium payment contributions for medical insurance as follows:.....41

Section 3 - MESSA PAK Plan Summary.....42
Section 4 - National Health Program.....43
Section 5 - Discretionary Fringe Benefit Extension.....43
Section 6 - Termination of Benefits.....44
Section 7 - Open Enrollment.....44
Section 8 - Insurance Committee.....44

ARTICLE XIII - ACCUMULATED SICK LEAVE PAYOUT.....45

ARTICLE XIV - MILEAGE.....46

ARTICLE XV - SCHOOL CALENDAR.....47

ARTICLE XVI – EVALUATION AND DISCIPLINE.....48

ARTICLE XVII -PLACEMENT, AND REDUCTION/RECALLS.....53

ARTICLE XVIII - REDUCTIONS OR NON-TEACHING STAFF (ANCILIARY POSITIONS).....56

ARTICLE XIX - SENIORITY.....58

ARTICLE XX – MENTOR.....60

ARTICLE XXI - MISCELLANEOUS CLAUSE.....61

ARTICLE XXII - PARENT-TEACHER CONFERENCES.....65

ARTICLE XXIII - DURATION OF AGREEMENT.....67

APPENDIX A-1.....68
TEACHER INSTRUCTION MAXIMUMS PER DAY FOR FULL-TIME TEACHERS.....68

APPENDIX A-2.....69

LENGTH OF TEACHER DAY FOR FULL-TIME TEACHERS.....69

APPENDIX B-1.....70
MARQUETTE AREA PUBLIC SCHOOLS - INDEX.....70

APPENDIX B-2.....71
SALARY SCHEDULE.....71
SALARY SCHEDULE.....72
SALARY SCHEDULE.....73

APPENDIX B-3.....75
Merit Pay.....75

APPENDIX C.....76
Extracurricular Schedules.....76

APPENDIX D - Excluding Teachers.....80
INDIVIDUAL AGREEMENT.....80

APPENDIX E.....81
SPRING PARENT/TEACHER CONFERENCE FORM.....81

AGREEMENT – ARTICLE XIII TERMINAL LEAVE PAY FOR SICK LEAVE
ACCRUED PRIOR TO JULY 1, 1997.....82

ATTACHMENT A.....84
TERMINAL SICK LEAVE PAYOUT PLAN APPLICATION/RETIREMENT....84

ATTACHMENT B.....85
TERMINAL SICK LEAVE PAYOUT PLAN – AGREEMENT AND
WAIVER/RELEASE OF CLAIMS.....85

ATTACHMENT C.....90
SCHOOL CALENDAR 2024-2025.....90

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

SCHOOL CALENDAR 2025-2026.....91

SCHOOL CALENDAR 2026-2027.....92

ATTACHMENT D.....93
MDE ARRAIGNMENT AND DISCLOSURE FORM.....93

ARTICLE I - RECOGNITION; DEFINITIONS

Section 1

The Board hereby recognizes the Marquette Area Education Association ("MAEA"), the Upper Peninsula Education Association, and the Michigan Education Association as the exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit shall consist of:

> All regularly scheduled full-time and permanent part-time certificated instructional personnel under probationary contract or continuing tenure, and any teacher of record whose job requires teacher certification inclusive of any non-certified "qualified" personnel allowable under any alternative teaching provisions recognized by the State of Michigan or Federal Laws, including counselors, instructional coaches, autism consultant, teacher consultant, alternative school personnel, department and curriculum chairs, nurses, social workers, psychologists, therapists, Planetarium Director, and Coordinators; but excluding the Superintendent, Business Manager, Principals, Assistant Principals, Alternative School Director, Assistant Superintendents, Community School Director, Student Achievement Coordinator and Special Education Director, custodial and maintenance employees, mechanics, food service employees, bus drivers, secretaries, clerical employees, all aides certificated or otherwise, contractors, substitutes, and all other employees including supervisors.

Section 2

The terms "employee", "member" or "teacher" when used in this Agreement refer to all employees in the above described bargaining unit unless the context requires otherwise.

Section 3

Working days as used herein shall be interpreted as school days (teacher work days) when school is in session (from the first scheduled teacher work day of the school year to the last scheduled

teacher work day of the school year) and, when school is not in session, as Monday through Friday excluding holidays (as recognized by the District for employees in Central Administration).

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE II - BOARD RIGHTS

Section 1

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or permitted, by the laws and the Constitution of the State of Michigan and of the United States including but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

B. To hire all employees and, subject to the provisions of law, and this collective bargaining agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion; to promote and transfer all such employees; and to establish, amend and enforce policies, procedures and work rules, including but not limited to health and safety and rules concerning discipline and concerning possession or use of alcohol, drugs or other controlled substances.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

F. The Marquette Area Public School District is a “General Powers School District” in accordance with Public Act 289 of 1995, Public Act 451 of 1976, M.C.L. 380.11a, as amended, and as such has discretion to enter into intergovernmental agreements with other entities to collaborate, consolidate or jointly perform functions or services.

Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

Section 3

The Board has full right to grant or deny tenure to all teachers not officially holding tenure. The Board further has the right not to re-employ any nontenured teacher. This section shall be applied according to the Tenure Act in the State of Michigan.

Section 4

The Board shall have no obligation to grant the application of tenure laws and related procedures to employees other than those covered by such laws.

Section 5

Nothing in this Agreement shall be construed, directly or indirectly, to in any way interfere with the District's obligation to comply with the state or federal laws, or regulations implementing such laws.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE III - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation or misapplication of a specific provision of this Agreement. Teachers and the Association ("grievants") are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after the occurrence or non-occurrence of the event upon which the grievance is based or after such occurrence or non-occurrence comes to the attention of the grievant as is reasonably possible without interruption of work. In any event, in order to become the basis for a claim, the grievance must be presented at Step 1A within ten (10) working days (and, in writing, at Step 1B within fifteen working days) after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or non-occurrence. In no event shall the grievance be presented more than thirty (30) calendar days from the date of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date. 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:

Section 2 - Procedure

Informal Level: When a bargaining unit employee(s) or the Union believe a grievable incident has occurred, the affected bargaining unit employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit employee at such meeting. If the bargaining unit employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.

Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit employee(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

Formal Level 2: If the principals (or immediate supervisor's or designee's) answer to the grievance is not satisfactory to the teacher, or if no answer was given within the time limit, the teacher or the Association shall present the written Statement of Grievance to the Superintendent of Schools or designee within ten (10) working days after the principal's answer is given, or if no answer was given, within five (5) working days after the principal's answer was due. Upon request at the time of appeal, the Superintendent or designee will

set a time to meet with the Association within five (5) working days.

The Superintendent or designated representative shall give the MAEA representative an answer in writing no later than ten (10) working days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, additional time may be taken by the Superintendent.

Formal Level 3: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Formal Level 2, the Association shall have the right to request the assistance of the Michigan Employment Relations Commission (MERC) mediator. Such mediation shall commence as soon as practicable, recognizing the schedules of the parties, but not later than 30 days. If mediation results in a resolution of the grievance, then the parties shall reduce the terms to writing.

Formal Level 4: If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Formal Level 3, the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties, or selected according to American Arbitration Association rules and procedures. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision or unsuccessful mediation meeting provided for in Formal Level 3. Individual employees may not process a grievance to arbitration.

a. Powers of Arbitrator. It shall be the function of the arbitrator, and they shall be empowered after due investigation, to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. They shall have no power to rule on any of the following:

1. The establishment of salary schedules.

2. The termination of services of or failure to re-employ any teacher.

3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.

4. 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 procedures specified in the Teacher's Tenure Act. (Act IV Public Acts, extra session of 1937 of Michigan as amended.)

5. Board policy unless it is in violation of the contract.

6. Any prohibited subject of bargaining.

b. The arbitrator shall make decisions about arbitrability before considering the substantive allegations. There shall be no appeal from an arbitrator's decision if within the scope of their authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.

c. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source during the period of back pay. No decision in any one grievance shall require a retroactive wage adjustment to any other employee unless such grievance was filed as a class action grievance.

d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Section 3 - Statement of Grievance

The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MAEA with respect to these provisions, shall indicate the specific relief requested and shall be signed by the grievant.

Section 4 - Time Limits

Any grievance not advanced to the next step by the teacher or the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail. If the Administration fails to answer in the given time, the teacher or Association shall so notify the administrator involved. If the administrator fails to answer by the end of the next work day after such notice, the teacher's or Association's position shall prevail.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE IV - TEACHER RESPONSIBILITIES

Section 1

In addition to teaching, the school day will be used for:

A. Planning and preparing for classes.

B. Evaluating pupil progress.

C. Reporting evaluations of pupil progress to the school Administration and to the parents of the children whom they teach at appropriate times during regular working hours except under extenuating circumstances.

D. Providing professional service to the school and the community for the purpose of assisting in the development and implementation of quality education in the system.

E. Furnishing essential reports and information required by administrators.

Section 2

In addition to activities during the Teacher Day (Appendix A-2), teachers are expected to participate in activities such as the following after the Teacher Day:

A. Faculty meetings and departmental meetings. The common meeting day will be Tuesdays (normally alternate Tuesdays). Every effort will be made to keep the duration of meetings to one hour at most.

B. Professional development training sessions which have been mutually agreed upon by the MAEA and the District. Professional development training sessions do not include sessions where teachers are informed or instructed about District or building level policies, procedures and/or interpretations which impact upon the teacher's responsibilities. The district will make an effort to provide any Federal or State mandated training, such as Vector Training on professional development before the start of the regular school year.

C. Meetings of committees on which the teacher has volunteered to serve.

D. Parent-teacher conferences as provided in the Parent Teacher Conference Article (XXII).

E. High School graduation exercises (High School teachers).

F. Participation in up to one three-hour open house program per school building will be required by all MAEA members. The Union Calendar Negotiation Team and the District will identify the dates for Open Houses for each building.

G. When possible or mutually agreed upon, alternative opportunities for PD can be made for SLPs, counselors, OT and PT that align with the certification and continuing education hours required for their state and federal certifications.

H. Any ancillary staff, with prior written consent by the Superintendent or designee, will be provided time during Professional Development Days to pursue Professional Development that aligns with the certification and continuing education hours commensurate with their position. The District will make reasonable efforts to ensure this time is provided regularly during Professional Development Days.

I. Participation in at least 2 Professional Learning Community (PLC) meetings each month.

Section 3

It is understood that the teacher preparation period is subject to the total school program, and as a result, such things as substituting in a classroom, special events, field trips, testing programs, emergency class needs, assemblies, etc., may from time to time be substituted for preparation time. Preparation periods shall be used for such things as preparation, conferences with parents, teachers, and administrators, and special assistance to students. Teachers who substitute for other teachers during normal preparation time shall be compensated at the pro-rated B.A. Step One hourly rate per period. Teachers who are required to participate in STAT, IEPC, MET, REED, CIP, FBA, 504, PC or IEP mandated staffing meetings during their preparation period shall be compensated at the pro-rated B.A. Step One hourly rate per period if thirty (30) minutes or more. Preparation time shall not be used or spent on any unconnected or non-school activity.

Section 4

Except for the lunch period, non-classroom time of a teacher shall be devoted to duties such as the following: the instructional program, supervision of students, conferring with parents, pupils, Administration, and supervisors, studying and maintaining records, and professional development on scheduled professional learning team days. Elementary Administrators will make every effort to limit students in the classroom to ten minutes prior to the start of the pupil school day.

Section 5

The teachers will assume an active role in supervising students in the building throughout the normal school day.

Section 6

Teachers will be expected to remain on duty as long as needed in the event of emergency situations as determined by the Superintendent.

Section 7

It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

Section 8

Teachers will not leave their buildings during working hours without the consent of the building principal or their designated representative.

Section 9

Teachers may not, without written approval of the Employer, request State Board of Education nullification of certifications or endorsements unless, at the time of such nullification, the certification/endorsement has not been used by the teacher for five (5) or more years. Should any teacher have any certification or endorsement currently being used by them nullified (or otherwise terminated) during the school year, without approval of the Employer, their employment may be terminated. Pursuant to this Agreement, any employee (including any employee having their certification/endorsement terminated during the year who is not discharged) obtaining nullification of any certification/ endorsement without required written approval by the Employer will thereafter be considered to have the lowest seniority in the District, notwithstanding any other provisions of this Agreement to the contrary, for the balance of such five years. Upon expiration of such five years the employee will be re-credited with the seniority held by them at the time of such nullification and will, at the end of such five years, again commence earning seniority.

Section 10

The teacher will remain with their students until the special teachers of art, music and physical education assume responsibility for the period.

Section 11

A. It is the responsibility of the Administration during teacher illness and absence to cover classes.

B. It is the individual teacher's responsibility to notify the appropriate Administrator, or designee, of the intended absence as soon as the need becomes apparent. The teacher shall notify the appropriate Administrator, or designee, the night prior to the absence, except for an emergency, and at the very latest, one hour before the start of the teacher's day. When continued or extended illness occurs, or otherwise upon the reasonable request of the administration, it is the teacher's responsibility to provide their Administrator, or designee, with information about the length of their absence, and the probable date of return, and to provide such additional information to the Human Resources Office as may be required.

Without limitation on other possible disciplinary action, any teacher failing to fulfill the requirements of this paragraph will not be compensated for the absence in question, even if it would otherwise qualify as paid leave, unless excused in writing by the Superintendent. A teacher will be required to submit a fitness for duty certification if requested by human resources.

Section 12

A teacher shall endeavor to give proper notification of their intent to leave the system as soon as such intent is known and tenured teachers should give sixty (60) days' notice before the start of the school year. Whenever possible, this notification shall be no later than April 1 for the next school year so that continuity of program and adequate planning can be achieved by the Administration.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE V - SCHOOL DAY

Section 1

A. Normally, teachers in the High School will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.

B. Normally, teachers in the middle schools will be expected to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day and to remain at least thirty-five (35) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.

C. Normally, teachers in the elementary school will be expected to report for duty at least thirty-five (35) minutes before the opening of the pupils' regular school day and to remain at least fifteen (15) minutes after the close of the pupils' regular school day. This shall be considered non-classroom time as specified in Article IV, Section 4.

D. Individual buildings may change the amount of time the teacher remains in the building before and after the pupil day as long as the total number of minutes remains the same as stated in Section 1, paragraphs A, B, and C.

E. On Fridays or on days preceding holidays or vacations, teachers' days shall end fifteen (15) minutes after the close of the pupils' regular school day.

F. Exceptions may also be made for good cause by the principal to the provisions relating to time after school.

G. The normal workday for non-teaching professionals shall be as defined in Appendix A-2.

H. Non-classroom time may be adjusted as necessary for compliance with Appendix A-2.

Section 2

The Administration shall have the right to determine the starting and ending time of the school day and class and lunch period schedules. No teacher shall have less than thirty (30) minutes of uninterrupted duty-free lunch time. If student lunch periods are more than 30 minutes, the teacher's non-classroom time in excess of 30 minutes shall be considered non-classroom time as specified in Article IV, Section 4, and the non-classroom time before and after the pupils' regular school day, as specified in Section 1 above, will be adjusted if necessary for compliance with Appendix A-2 (length of Teacher Day). The amount of time each teacher is engaged in student instruction per day shall not exceed that stated in Appendix A-1. The length of the Teacher Day (including lunch) shall not exceed that defined by Appendix A-2.

Section 3

A. Elementary Prep Time

1. All Elementary educators, up to and including special area and special education teachers, will be provided 240 minutes per full week of teacher preparation time (exclusive of recess time) for each full-time educator, prorated for part-time. The District will make reasonable efforts to schedule at least one (1) preparation period per full day for each Elementary teacher.

2. For elementary teachers, up to and including special area and special education teachers, the 240 minutes of preparation time will normally include periods of at least twenty-five (25) minutes each. Preparation times will be within the normal pupil school day.

3. Elementary building principals will meet with special area teacher representatives while preparing future schedules to attempt to schedule in accordance with the Association's request. Any recommendation for additional staff, or otherwise involving cost to the District, is subject to Board approval. When elementary specials are being scheduled, a voluntary representative from each special area will be invited to participate.

B. Middle School / High School Prep Time

1. Whenever possible, on each full school day, all middle school and high school teachers will receive daily individual prep time equivalent to one regularly scheduled class period.

2. Advisor / Advisee session(s) shall not be counted as prep time.

Section 4

Certificated teachers assigned to teach non-elementary regular education or special education classes full-time are entitled to a teacher preparation period (Appendix A-1), prorated for part-time. Librarians, counselors, social workers, therapists, nurses, at-risk coordinators and elementary special education teachers have no designated preparation time. As in the past they, as professionals, will need time during the work week for conferring with parents, pupils and Administration, maintaining records and other such duties.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE VI - TEACHING CONDITIONS

Section 1

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are desirable for the instruction of children. The Board will continue its policy of providing necessary attendance books, paper, pencils, pens, and other materials required for daily teaching responsibilities.

Section 2

The Board will continue its policy of providing typing and duplicating facilities in each school for the preparation of instructional materials. The Board shall permit reasonable copying and reproducing of materials by teachers.

Section 3

A. The ratio of students to full-time high school counselors shall not exceed 450-1.

B. Equalization of class sizes within a building, including consideration of students with special needs, will be discussed with the classroom teachers involved. Reasonable attempts will be made to equalize class sizes within each building.

C. The following are established as maximum class size/caseload goals.

1. Elementary (K-5):
   - Kindergarten 22 students
   - Grades 1-3 25 students
   - Grades 4-5 27 students

2. Secondary, Middle school (6-8): 32 students in six period high school day; 30 students in seven period high school day; caseload of 150 students in a six period day and 180 students in a seven period high school day.

   High School (9-12): 32 students in six period high school day; 30 students in seven period high school day; case load of 150 students in a six or seven period high school day.

3. Middle School and High School instrumental music, choral, PE: No maximums per hour; caseload of 175 students in a six period high school day and 210 students in a seven period high school day.

D. The following procedure will be used if a teacher wishes to appeal a class size concern:

1. Step One:
   The individual teacher will meet with their building principal or their designee to discuss the teacher's concerns and address possible solutions. If a resolution is not reached, the teacher may proceed to Step Two.

2. Step Two:
   If the affected teacher does not feel their concern has been adequately resolved, he/she may contact and set up a meeting with the Association President or their designee. At the President's discretion a meeting may be set up with the Superintendent or their designee to try to address the concern and discuss possible solutions.

3. Step Three:
   If the Association President sets up a meeting with the Superintendent or their designee, it is agreed the Superintendent or designee will consider the teacher's concerns and make a good faith effort to reach an equitable solution where appropriate. Upon request by either of the parties, the building administrator may be involved.

4. Possible Remedies:
   (a) An aide may be provided.
   (b) Class size may be adjusted.
   (c) Monetary remuneration as mutually agreeable to the Association and the District may be provided.
   (d) Any other remedy as mutually agreed upon by the Association and the District may be provided.
   (e) Unless otherwise specifically agreed in writing, any remedy is limited to the particular teacher and particular class, will not be considered binding upon the District in any other circumstances, and will not be considered precedent for the same, similar, or other matters in the future.

Section 4

A. The Employer agrees that supervisors or noncertificated personnel shall not be used at any time to replace certificated employees regularly employed in the bargaining unit, except in emergencies when bargaining unit employees are not available to do the work assigned. However, this clause shall in no way prevent the Administration from executing its managerial authority within the classrooms of the school system.

B. No work shall be involuntarily assigned to teachers which is not part of normal teacher responsibilities. Examples of such non-teaching activities would include bus driving, maintenance or custodial work.

Section 5

A. Any case of assault upon a teacher that is job related shall be promptly reported to the Administration. The Administration shall take prompt and appropriate action.

B. The District will maintain a School Board policy concerning suspension of disruptive students in accordance with law.

Section 6

A. The Administration will assign staff to certain buildings on a regular basis. It shall maintain the right to place non-teaching professional staff into any buildings where needs or demands may arise. This process shall not be subject to the transfer clauses of this Agreement.

B. Appropriate work space will be provided in each building (whenever possible) for non-teaching professional staff to work with students. Regular work space shall be provided for each non-teaching professional staff person.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE VII - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1

The MAEA shall have the right to use school buildings for local union meetings under the following terms:

A. The intended use of the school facilities shall not interfere or conflict unduly with regular school or pre-scheduled functions. If there is a conflict, the Superintendent makes the final judgment.

B. Requests for use of school facilities for meetings shall be made to the school principal, Superintendent or designee. This request must be made three (3) days prior to the meeting.

C. The MAEA and its representatives shall have the right to use the school facilities between 7 a.m. and 10 p.m.

D. The Association shall be responsible for damages beyond ordinary wear and tear, and for the conduct and discipline of those attending. Fire and safety regulations must be followed at all times.

E. These meetings cannot be political or religious in nature without Board approval.

Section 2

The Association shall have the right to post national, state, and local educational newsletters, information relating to the programs of the NEA-MEA, and MAEA; and notices pertaining to the MAEA, such as notices of meetings, elections, appointments, and social activities. At least one bulletin board in each school shall be designated by the building principal for this purpose. In addition, the MAEA may use the inter-school mail service and teacher mailboxes for distributing the above materials, upon notification to the building principal. No political matter or advertising of any kind will be so posted or distributed. However, the Association's internal political materials (on the local, state, or national levels) shall be considered allowable. The MAEA shall have the right to use school copy machines, printers, and computers for preparing such notices, upon first notifying the building principal when the equipment is not otherwise in use. In addition, the MAEA President may use such equipment under the previously outlined provisions in the building in which assigned to teach. The Association shall pay the school the cost of all materials and supplies incident to such use. There is no expectation of privacy with these uses.

Section 3

A. The MAEA shall be credited with a total of twenty (20) days for each year of the Agreement to be used by teachers who are officers or agents of the Association while acting in their official capacities. Such days may also be used by the Association for processing of grievances and, at the discretion of the Association, may also be used by the grievant. During a multi-year Agreement such days may be granted at any time during the Agreement term but unused days may not be carried over beyond the end of the current Agreement term.

B. The MAEA agrees to notify the Board no less than twenty-four (24) hours in advance of taking such leave. Less than twenty-four (24) hours shall be on the approval of the Superintendent (or designee).

C. The MAEA further agrees to attempt to limit the requests for any one (1) teacher to insure continuity in the classroom.

D. The MAEA and the Board will alternate payment of a substitute teacher. The MAEA will indemnify the Board for the even numbered days.

Section 4

Upon request, the Employer agrees to furnish to the Association available information requested concerning the financial resources of the District together with information which may be necessary for the Association to process any grievance. The Administration shall make available to the MAEA President the packet of information that is provided to members of the Board prior to Board meetings, excluding information that is not disclosed to the public. The MAEA President shall pick up this packet of information at the Board of Education offices. The packet shall be made available to the MAEA President at the same time it is provided to Board members.

Section 5

The Superintendent and Association representatives shall have the opportunity to meet at a minimum of once every three (3) months for the purpose of discussing issues of concern to either party.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE VIII - PAYROLL DEDUCTIONS; TEACHER CONTRACTS

Section 1

Any bargaining unit member may choose to be a member of the Union by signing and delivering to the Association an assignment form authorizing the collection of dues, assessments and contributions by the Association.

Section 2 - Teacher Contracts

A. Probationary teachers shall be required to sign an individual contract each year. Tenure teachers shall be required to sign a continuing contract. Any contract offered to a bargaining unit member shall contain the following provision:

> This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Employer. This contract is also subject to Board policies pertaining to prohibited subjects of bargaining, including, but not limited to, Board policy pertaining to reduction of staff. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article VIII (Payroll Deductions; Teacher Contracts).

B. An individual notice shall be sent to each bargaining unit member specifying changes in salary and extracurricular assignments by October 1.

Section 3

The Board will notify the Association of any changes in the status of a bargaining unit member.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE IX – DUTIES OF DEPARTMENT AND CURRICULUM CHAIRS

MARQUETTE MIDDLE AND SENIOR HIGH SCHOOLS

Section 1 - Qualifications and Length of Appointment

A. The Chair is a teacher who has been selected by the members of a Defined Department by means of an advisory vote with confirmation of the respective principal. In the event the principal does not feel that a candidate reflects the curriculum knowledge and leadership suitability, the principal has the full right to reject the individual and request another candidate. In the event that the department members and the principal cannot mutually agree on an appropriate candidate, the principal has the right to appoint the curriculum chair for the department and the school. For departments not on the Defined Department list, serving as Chair is voluntary and unpaid.

B. A Chair will be elected for a two (2) year term. Elections will be conducted by April 1 of the academic year so that incoming Chair will assume the positions at the beginning of the next academic year.

Section 2 - Defined Department List

A. Building Level Departments are identified by Academic Areas. The departments will be defined as follows regardless of teacher FTE by subject area:

Grade Level – Building	Department
6 – 8 Bothwell	Mathematics
6 – 8 Bothwell	English – Language Arts
6 – 8 Bothwell	Science
6 – 8 Bothwell	Social Studies
6 – 8 Bothwell	Special Education
9 – 12 MSHS	Mathematics
9 – 12 MSHS	English – Language Arts
9 – 12 MSHS	Science
9 – 12 MSHS	Social Studies
9 – 12 MSHS	World Languages
9 – 12 MSHS	Special Education
9 – 12 MSHS	Electives (Physical Education, Music, Shop Class, etc.

Section 3 - Compensation

Chair shall be compensated as follows:

5% of the BA Base salary annually with quarterly release time for data review, research, and reporting during the school year. Professional development opportunities to assist in growth and development of curriculum knowledge and skills.

Section 4 - Responsibilities of the Department/Curriculum Chair

The primary focus of the Department/Curriculum Chair is to assist the District in an area of expertise of curriculum and to evaluate current or future curriculum needs. In general, these duties and responsibilities shall include the following:

A. Upon data review with department, the Chair will work with colleagues and administration to establish gaps and goals for improved student achievement in subject area.

B. Communicate with the principal throughout the school year the progress of the department, together with recommendations for changes and improvements.

C. Coordinate with building administrators and teachers for the review, analysis, and evaluation of curriculum taught within the subject area. (curriculum cycle). Concerns regarding specific achievement standards should be submitted with a written report of the data analysis and review.

D. Make recommendations for the adoption of curriculum resources and for the purchase of equipment and supplies for the department. Facilitate exploration of new curricular options within the subject area.

E. Establish system for curriculum transparency including use of outside resources.

F. Coordinate with staff members in the department, and assist new personnel and current teachers in the department.

G. Discuss and recommend with the department: Attendance at appropriate conferences in the light of values to the department and School Improvement Plan, money appropriated for conference attendance, and fair representation, subject to approval of the building principal.

H. See that departmental books, equipment and supplies are properly cared for and that a written inventory is maintained.

I. Assist in coordinating the work of teacher aides in the Special Education department. (Special Education Services Chairs only)

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE X - PROFESSIONAL COMPENSATION

Section 1

The salaries for the employees are those set forth in Appendix B. Nothing contained in this Agreement shall be construed as a guarantee of pay for a minimum number of hours of work or days of work nor as a limit on the Board's right to schedule work in excess of the normal work day or normal work week.

Section 2

A. Teachers shall be paid September through August in biweekly, equal payments.

B. Teachers may have the option of having their paychecks directly deposited into a financial institution of their choice upon notification in writing to the Business Office by October 1. If not electing direct deposit, a payroll debit card will be issued.

Section 3

A. Prior to taking graduate hours which are intended for advancement on the salary schedule, the teacher and the Superintendent or their designee will meet to discuss the teacher's professional growth including their advanced degree intentions and course work contemplated. Only graduate hours approved in advance, and earned after completion of the indicated degree, will normally be counted toward advancement horizontally on the salary schedule. (For example, only graduate hours taken after completion of the MA degree will be counted for advancement to the MA+20 column. If approved in advance, but earned prior to completion of the MA degree, such hours would be credited only toward advancement to the BA+18 or BA+40 columns even if more than 40 hours were completed.)

B. Advancement on the salary schedule will be subject to the following conditions:

1. (a) As long as the graduate program is reasonably related to professional development in the field of education, or district needs, the teacher may choose their own degree program.

   (b) Once a specific graduate program has been chosen, graduate hours which are requirements for such an advanced degree will be credited toward advancement on the salary schedule.

2. Graduate hours taken for improvement in the education field will be credited so long as they are reasonably related to professional development or district needs.

3. Hours will be credited only upon approval by the Superintendent or their designee

and must be from an accredited institution. To be credited the teacher must have completed the course satisfactorily (Grade C or better).

4. Hours for credit beyond the BA degree must normally be graduate hours. The District may grant credit for undergraduate hours where the District (after the teacher has been employed) has identified a need for the teacher to take undergraduate hours, but approval must be obtained prior to taking the hours and must specifically state, in writing, that the hours are not graduate hours but will be credited toward advancement horizontally on the salary schedule.

Section 4

The Board shall pay the tuition costs for all courses that are mandated by the Board. This does not apply to courses required for continuing certification.

Section 5

A. Teachers earning approved credits prior to any semester shall be compensated and/or placed in the appropriate category to be effective the semester following the completion of the credits. Notification of additional hours must be made prior to the succeeding semester of that school year. Proof of credits earned must be furnished by transcript within sixty (60) days after the beginning of the semester.

B. A bargaining unit member shall be placed on the longevity steps (salary steps 13-16-20-24-28) at the beginning of the semester following the date they have completed their 12th, 15th, 19th, 23rd, or 27th year of employment as a teacher or bargaining unit member; e.g., if they complete their year on October 15, they would be placed on the longevity step at the beginning of the second semester.

Section 6

A teacher's daily rate shall be determined by dividing the number of teacher work days into the teacher's salary (Appendix B). The hourly rate will be determined by dividing the daily rate by seven (7) hours and thirty-five (35 minutes per day.

Section 7

A. Extracurricular programs not related to teaching assignments shall be posted per Article XVII Vacancies.

B. Extracurricular assignments include all assignments listed in Appendix C. Compensation for extracurricular assignments not listed in Appendix C shall be negotiated. Such assignment shall not be deemed to grant a person tenure in such position, nor be precedent for employment to such position in future years. A teacher wishing to discontinue an extra-curricular position shall notify the Administration by April 1.

Section 8

The Board shall determine whether bargaining unit employees shall work additional days beyond those set forth in the calendar. In this event employees shall be paid additional compensation for each day worked at their daily rate.

Section 9

If a teacher is unable to report for work on a scheduled work day and he/she is not considered to be on an approved leave covered by Article XI, the teacher shall forfeit a day's pay as determined by Article X, Section 6. Unless such day(s) exceeds three (3) in any school year, there shall not be loss of seniority.

Section 10

Upon pre-approval from the Superintendent or designee, bargaining members are eligible to receive up to a $500 stipend for professional work completed during the summer months.

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - With Pay

Seniority shall accrue in this section.

A. Sick Leave

1. Full-time employees absent from duty shall be allowed eight (8) days sick leave per year; such days may be accumulated if not used to a maximum of two hundred (200). Employees working less than full time shall receive prorated sick leave days.

2. Sick leave will be granted for:

   a. personal illness or quarantine

   b. serious illness or death in the immediate family (spouse, parent, parent of current spouse, child, sibling, sibling of current spouse, grandparent, aunt or uncle) or death of a student that is on a teacher's current roster.

   c. sick leave will be granted for doctor and dental appointments not to exceed four (4) per year.

   d. an employee who contracts lice, pinkeye, impetigo, or scabies as a result of performing their professional duties and is absent from work as a result shall suffer no loss of compensation nor loss of sick leave days.

   e. other reasons approved by the Superintendent.

   f. Any quarantine required pursuant to a government mandated order.

   g. Bargaining Unit Member Assistance

      1. Substance Abuse Treatment: The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.

      2. Upon request, the Administration shall provide information to bargaining unit members about substance abuse treatment. A bargaining unit member's involvement will be voluntary and confidential to the extent allowable by law.

3. In order to qualify for sick leave, the employee may be required to furnish Medical

Certification for continued or extended illness of more than three (3) days, where the employee has accumulated five (5) sick leave occurrences during the current school year, or where the Employer has a reasonable basis for believing the employee has given false reasons for an absence.

4. Parental Sick Leave

   a. Upon a doctor's certification of inability to work, a pregnant employee shall be granted the necessary time for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the parental sick leave unless otherwise extended by the physician.

   b. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as their condition does not interfere with their assignments and duties.

5. Parental Leave Without Accumulated Sick Days. Employees who require a parental sick leave due to continuing medical inability to work, who do not have enough (or any) accumulated sick days, shall be granted unpaid sick time (with proper Medical Certification) according to the provisions of Article XI Section 2E. (Unpaid Sick Leave) and Section 2I. (FMLA Leave) below. Fringe benefits will continue for up to four (4) months during such Unpaid Sick Leave as provided in such Sections.

6. It shall be the responsibility of each employee to notify the district as soon as possible as to their unavailability of work due to illness or other cause.

B. Personal Business Leave. Over the life of the contract four (4) days per contract year shall be granted for personal use. During a multi-year contract such days may (subject to scheduling as provided below) be used at any time during the contract term. No more than five (5) such days may be used at any one time. Except, on special request, for observance of recognized religious holidays for the established religion of which the employee is a member, personal leave days will not be approved during a period of two (2) days before or two (2) days after a recess (a break of more than one consecutive weekday) or during the first two (2) weeks or last two (2) weeks of the school year. Probationary teachers, and tenured teachers on an Individualized Development Plan, may not use Personal Business Leave on professional development days. Not more than ten (10) percent of the bargaining unit employees of any one building may be granted personal leave for any given day. An employee must have the approval of a personal leave day(s) with the Administration at least forty-eight (48) hours in advance. If five (5) days of personal leave days are to be

used at any one time, the employee must have approval of such days with the Administration at least ten (10) working days in advance.

If the employee does not use such day(s) the employee shall have the following options:

1. To accumulate such days to a maximum of six (6); during the term of this Agreement, unused days may be carried over from one year to the next, but may not be carried over beyond the end of the current Agreement term;

2. To have such days added to the employee's accumulated sick leave; or

3. To receive compensation in the amount of $70 for each day.

Such days shall be prorated for employees working half time or more.

C. Pay The Sub Leave

1. Over the life of the contract one (1) Pay the Sub Leave day per year may be granted for personal use. During a multi-year contract such days may be granted at any time during the contract term. The teacher will indemnify the Board of Education the equivalent of a full day's conventional substitute pay for each day granted. Pay the Sub Leave may only be granted for a full school day (1.0) or on a half-day (.5) at a rate of half of a conventional substitute pay.

2. Employees elected to political office may use one (1) of such Pay the Sub Leave days per year for attendance at required political meetings and obligations. So long as they use no more than one normal Pay the Sub Leave day that school year, they may be granted up to an additional three (3) Pay The Sub Leave days during such school year for political meetings and obligations.

D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Leave Without Fringes. An unpaid leave of absence of up to one (1) year without fringe benefits paid by the Employer may be granted. An appropriate basis for leave must be established in writing to the Superintendent or appointed designee for consideration.

F. Jury Duty Leave. Teachers will be granted a leave of absence for required performance of jury duty. Upon submission of an appropriate statement from the court of the time served and compensation paid while on jury duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise have been paid by the District.

G. Witness Leave. Teachers will be granted unpaid leave as may be required for appearance in court when subpoenaed as a witness. For such appearances pursuant to subpoena, however, the teacher may use Pay The Sub Personal Leave, the teacher being paid for such leave reduced by the equivalent of a full day's conventional substitute pay for each day granted, without deduction from the number of Pay The Sub Personal Leave days provided above. Paid Witness Leave will be granted for appearance in court as a witness on behalf of the District (or in any action by a third party, not involving the teacher, which arises out of performance of their teaching duties); upon submission of an appropriate statement from the court of the time served and compensation paid while on witness duty, and payment to the District of such compensation, the teacher will be paid the salary (Appendix B) they would otherwise have been paid by the District. Leave will be without pay in actions between a teacher and the District, or between the Association and the District, unless the teacher is appearing on behalf of the District. (The provisions of Article III Section 2 Step Three Paragraph 3E notwithstanding, the Association may call up to two witnesses, neither of whom may be the grievant, to testify during an arbitration hearing pursuant to this Agreement, without loss of pay, and without the necessity for use of Association Days as provided by Article VII, Section 3.)

H. Compensatory Leave Time

1. Professional Development Programs

Professional staff members are encouraged to contribute their expertise through participation as presenters for professional development programs as approved by the Superintendent or designee. When such professional development programs are provided by District employees at a state mandated District provided professional development day or approved conference where teacher is not receiving any compensation:

(a) One half day of preparation time will be authorized from the teacher's normal teaching day for each state mandated District provided presentation day that the teacher is engaged for formal presentation.

(b) The teacher may elect either to be paid for the formal presentation time or to accrue compensatory leave time on the following basis:

1. For each hour of formal presentation time the teacher will either be paid for one hour ($1/6^{th}$ day) of the current substitute rate or accrue one hour of compensatory leave time.

2. Compensatory leave time will accrue on an hourly basis.

2. Special Education

The parties recognize the extent to which a special education 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 special education student. Accordingly, the Employer shall:

a. Provide in-service training or consultation to general education personnel regarding the instruction and behavioral management of special education 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 disabling conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training or consultation shall be expedited for any general education personnel who shall be asked to provide or supervise instructional services to any special education students.

b. Provide compensatory leave time for members who are required to participate in STAT, IEPC, MET, REED, BIP, FBA, 504, PC, IEP, IRIP, or similar mandated staffing meetings before or after the Teacher Day (Appendix A-2) for thirty (30) minutes or more. (If required to participate for 30 minutes or more, compensatory time is measured from the start/end of the Teacher Day.) For every four (4) full hours accumulated during one school year, the teacher may use one-half (½) day of such accumulated compensatory leave time.

3. General Education

Provide compensatory leave time for members who are required to participate in STAT, BIP, FBA, 504, IEP, Personal Curriculum, IRIP, or similar meetings before or after the Teacher Day (Appendix A-2) for thirty (30) minutes or more. (If required to participate for 30 minutes or more, compensatory time is measured from the start/end of the Teacher Day.) For every four (4) full hours accumulated during one school year, the teacher may use one-half (½) day of such accumulated compensatory leave time.

4. Compensatory Leave Time Guidelines

(a) Accumulated compensatory leave time not used by the end of the school year will not be carried over to the following year with the following exceptions:

1. Compensatory leave time accumulated after May 1st may be carried over to the following year.

2. If a teacher has less than four (4) full hours of unused compensatory leave time accumulated as of May 1, such time, together with compensatory leave time accumulated after May 1, may be carried over to the following year.

(b) Accumulated compensatory leave time may not be used in conjunction with Personal Business Leave or Pay The Sub Leave but may be combined with other District approved compensatory leave time.

(c) Compensatory leave time will only be granted for regular education teachers between the second Friday after Labor Day and the Friday before Memorial Day, inclusive. Special education teachers, School Counselors, Social Workers, School Psychologists, and Title I teachers and staff may use compensatory leave any time.

(d) Accrual and use of compensatory leave time will be documented in a form acceptable to the District. The teacher will be responsible for recording such compensatory leave time and shall have such time verified by the building administrator. The administrator shall initial the documentation which is kept by the teacher.

(e) The employee may elect to be compensated for unused compensatory leave at the end of the school year at a rate of $65 per day for up to five (5) days.

I. Work-Related Injury or Illness.

1. Michigan's Workers' Compensation Laws currently provide no compensation for the first week of a work-related injury or illness. Compensation commences for qualifying absence the second week of absence, with payment for the first week of a qualifying absence if the absence extends beyond two weeks. Accordingly, for absence the Employer agrees is due to injury or illness incurred in the course of the teacher's employment, the teacher will continue to be paid by the Employer for up to the first week without deduction from the employee's accumulated paid sick leave. Following the first week they will be compensated in accordance with Michigan's Workers' Compensation Laws. Should they receive Workers' Compensation wage replacement benefits for any period during which they have been paid regular salary by the Employer, the Employer will be reimbursed by the employee, or otherwise receive credit, for all wage replacement benefits received during such period of duplicated benefits.

2. The employee may elect, in writing, to be paid sick leave equal to the difference between their normal take home pay at the time of their injury and the Worker's Compensation wage replacement paid, but the leave will continue to be considered a leave without pay. Any such amount paid by the District will be deducted on a pro rata basis from the employee's accumulated sick leave.

3. Seniority accrual shall be limited to two (2) years from the date of an absence that qualifies under Workers' Compensation. FMLA leave shall run concurrently with Workers' Compensation Leave.

Section 2 - Without Pay

Leaves under this section shall not accrue seniority**,** except as described in Sec. 2, I.

A. Child Care Leave

1. A leave of absence without pay or seniority shall be granted to any male or female bargaining unit member for the purpose of child care at the time of birth or at the time of adoption of a pre-school age child. This leave shall be granted for a time period up to one (1) year; it may be extended for one (1) additional year upon the approval of the Superintendent or designee. A bargaining unit member must return from said leave at the beginning of a semester.

2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as their condition does not interfere with their assignments and duties.

3. In the case of child adoption, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.

4. Insurance benefits shall remain in effect for the summer months provided the member has completed their contractual year.

B. Personal or Professional Leave. Personal or professional leave of absence for teachers without pay for good cause shown may be granted for a period of up to one (1) year for personal or professional reasons. The failure to grant a personal or professional leave shall not be the basis for a grievance or subject to the grievance procedure. There shall be no experience or salary credit and accumulated sick leave shall be frozen at the current level; however, seniority shall not accrue. A second year of leave may be granted. If a teacher accepts employment while on personal or professional leave, the teacher will notify the Board of Education immediately. The Board shall have the right to re-evaluate leave.

C. Bereavement and Funeral Leave

In the event of death among family or friends, a teacher shall be entitled to funeral or bereavement leave without the loss of pay, and without deduction from sick leave as outlined below:

1. Each teacher shall be allowed up to four (4) such leave days in connection with the death of the teacher's spouse, children, parents or siblings and corresponding relatives-in-law; plus grandchildren or grandparents and "step" relatives corresponding to any of these.

2. Each teacher shall be allowed one (1) such leave day per school year for the funeral of a person who is not a member of the employee's family as defined above.

3. If necessary, and if recommended by the building principal, additional such leave days will be granted and deducted from accumulated sick leave by the Superintendent or designee.

4. A teacher shall submit a written request for such leave to the Superintendent or designee in as timely a manner as permitted by the circumstances.

D. Special or Discretionary Leave. A special or discretionary leave may be granted under certain circumstances to a tenure teacher by the Board.

E. Unpaid Sick Leave

1. Any employee whose personal illness extends beyond the period compensable as Paid Sick Leave shall be granted a leave of absence without pay for reasons of health, or member assistance as described in Section 1A.2.f., not to exceed one (1) year beyond exhaustion of Paid Sick Leave. Extensions of such leave may be granted by the Board upon written request of the employee. An employee anticipating extended illness may be granted such leave prior to the expiration of accumulated Paid Sick Leave and upon returning from Unpaid Sick Leave will have the unused portion of their Paid Sick Leave reinstated. Fringe benefits to the employee shall continue for up to four (4) months during Unpaid Sick Leave.

2. Each bargaining unit member may at their discretion use their accumulated sick leave days or freeze those days in order to receive benefits under any compensable benefit program to the extent allowed by the carrier. If the employee does freeze their accumulated sick leave days, the employee shall not be able to reinstate those sick leave days for the remainder of the recuperation period.

F. Exchange Teaching Programs. A leave of absence up to two (2) years may be granted for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities, provided said teacher states intention to return to the school system. Further extension of such a leave may be granted at the discretion of the Board upon application.

G. Leave for Study Relating to Professional Responsibilities. A leave of absence of one (1)

year may be granted to any teacher for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university upon application wherein the teacher states intent to return to the school system and sets forth requirements and goals to be accomplished or worked toward during such leave. Extension may be granted at the discretion of the Board upon application.

H. Short-Term Discretionary Leave. Employees may at the discretion of the Superintendent be permitted to take an unpaid leave of absence. Such leave shall not extend over twenty (20) working days and will not result in a loss of seniority for the first three days of such leave.

I. Family and Medical Leave Act (FMLA) Leave. Leave time qualifying for FMLA leave may be designated by the employee and/or the Employer as FMLA leave. The employee may, however, take any leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave. Medical Certification may be required for such leave and for return from such leave.

J. Military Leave

Military leave will be in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") as currently in effect or as hereafter amended. Upon return from such leave, pursuant to USERRA employees receive the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the additional seniority and rights and benefits (including advancement on the salary schedule) that such person would have attained if the person had remained continuously employed. FMLA leave may be taken intermittently for serious health conditions or military leave. It will be calculated on a rolling backward basis, except military caregiver leave which must be calculated on a rolling forward basis by law.

K. Returning from Leave

Upon return from a leave of absence the employee, excluding teachers, will be placed in a position based on educational considerations, and the qualifications and seniority of the employee.

L. Notice of Payroll Status During Leaves

The MAEA will be provided with copies of Payroll Change forms, for bargaining unit members, showing the type of leave as described in this Article (Leaves of Absence).

M. Notification of Intent to Return

The employee shall notify the Superintendent in writing sixty-five (65) days prior to the end

of a leave whether they shall be returning to their position. If the employee fails to do so, the Board shall mail a letter by certified mail, return receipt requested, to the employee at their last address on record with the District notifying them of their failure. Except as may otherwise be required by law, if the employee still fails to so notify the Superintendent within fourteen (14) days after such letter is mailed, the employee shall be deemed to have voluntarily resigned from their employment with the School District, and the School District shall have no further obligations to the employee.

Section 3 - Donated Leave Time

A. The Board's present Donated Leave Time policy will be applied to allow Association members to donate up to four (4) accumulated paid leave days annually to other Association members, under the conditions set forth in the policy.

B. Donated leave requests may be emailed to all faculty members or a member may distribute the form personally to maintain confidentiality of the request

C. Members receiving donated paid leave time will continue to accrue seniority.

ARTICLE XII – INSURANCE

Section 1 – Area Purchasing Agreement

The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UP APA). 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 UP APA, or if the UP APA 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 agreement and are listed elsewhere in this contract.

Section 2 - Health and Hospitalization Insurance

A. For the 2024 calendar year, the Board agrees to provide premium payment contributions for medical insurance as follows:

- Single subscriber: $ 641.90 / mo.
- Two person subscriber: $ 1,342.42 / mo.
- Full family subscriber: $ 1,750.65 / mo.

In accordance with Public Act 152 of 2011; Section 3 or 4, as described below for an employee Medical and Non-Medical Benefit Plans for the remaining calendar year covered by this contract; increase the contribution amounts to the maximum amount allowed by the State hard caps; however, if no hard caps exist, increase the contribution amounts by the percentage increase in insurance costs from the previous year, up to 2%. The Coverage Year shall run twelve (12) months (September 1 through August 31) provided the individual is employed full-time, employees less than full-time will be prorated accordingly as described in the applicable section of Article-XII.

Any portion of the actual applicable plans Coverage Year total annual cost not covered by the Board paid Medical and Non-Medical Benefit Plans monthly premiums shall be paid by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable plans premium contribution via payroll deduction as a condition to be eligible for the Medical and Non-Medical Benefit Plans. Deductions will occur over regularly scheduled biweekly pay periods.

B. Regular part-time employees (half-time or more) may elect MESSA Pak Plan A so long as they make arrangements with the District to pay their prorated share of the necessary premiums. Effective October 1, 2011, regular part-time employees (half-time or more) must elect either MESSA Pak Plan A, Plan C or Plan B and pay their prorated share of the premiums. Part-time employees electing Plan B will not be eligible for any cash in lieu of health.

C. Full-time employees not choosing hospitalization as provided by MESSA PAK Plan A or Plan C may elect MESSA PAK Plan B, pursuant to the Employer's IRS qualified Section 125 Plan, including the option of $2,000 per year in cash which may, to the extent permitted by such Plan, be used to purchase additional MESSA optional benefits or annuities from companies acceptable to the Employer. Employees electing MESSA PAK B will receive an increase to $3,200.00 in cash, if at least 20% of eligible MAEA members have elected MESSA PAK B benefits by the end of the open enrollment period, and the members can first prove they otherwise have insurance that meets the affordability and coverage limits required by the Affordable Care Act.

D. In the event that two married individuals are both employed within the District, one spouse shall select Plan A or Plan C and the other spouse shall be on Plan B. It is understood by the parties that these employees shall not have dual health insurance coverage within the District.

E. Dental and vision coverage shall include internal and external coordination of benefits (COB) for all bargaining unit members and their eligible dependents as defined by MESSA.

Section 3 - MESSA PAK Plan Summary

- For employees electing health insurance

Plan A Medical Benefit Plan (Pak-A, Part-1)

MESSA Health	Choices (includes $5,000 life with AD&D)
Annual Deductible	$300/$600 In-Network Deductible
	$10.00 Office Visit Co-pay
Prescription Coverage	$10/20 Rx

Plan C Medical Benefit Plan (Pak-C, Part-1)

Effective January 1, 2025:	
MESSA ABC Plan 1	High Deductible Plan
Annual Deductible	$1,300/$2,600 or the IRS limit set for calendar year
Prescription Coverage	ABC Rx

Plan A Non-Medical Benefit Plan-Benefit Options: (Pak-A, Part-2) and
Plan C Non-Medical Benefit Plan-Benefit Options: (Pak C, Part-2):

MESSA Negotiated Life	$50,000 with AD&D
MESSA Vision	VSP-3 PLUS 250 CL
Delta Dental	100% Class I 90% Class II 80% Classes III & IV (Annual Maximum per person $2,000 for Classes I, II & III; Annual Lifetime Max) (Life Time Maximum per person $3,000 for Class IV; Ortho Max)

Board paid amounts will be the Hard Cap rates unless Board elects by majority vote to comply with Section 4 of Public Act 152 (2011) which will provide 80% of medical premiums per month.

- For employees not electing health insurance

Plan B (Pak-B) Non-Medical Benefit Plan- Benefit Options:

MESSA Negotiated Life	$50,000 with AD&D
MESSA Vision	VSP-3 PLUS 250 CL
Delta Dental	Same as Plan A

Board Paid Plan B (Pak-B) Non-Medical Benefit Plan-Benefit Options:

Family Plan:	100% of the total annual costs of the premium per month
Two Person Plan:	100% of the total annual costs of the premium per month
Single Subscriber Plan:	100% of the total annual costs of the premium per month

Section 4 - National Health Program

In the event a national health program is enacted that would affect the benefits in this agreement or there is a change in the tax status of benefits that would adversely affect bargaining unit members or the District, the parties agree to meet to negotiate over the impact of the change.

Section 5 - Discretionary Fringe Benefit Extension

For an employee who becomes ill or disabled the Board may, in its sole discretion, provide, without cost to the employee, the fringe benefits which they are presently receiving for up to twelve (12) months.

Section 6 - Termination of Benefits

For teachers terminating employment with the School District, all fringe benefits will cease upon termination. Teachers who terminate employment at the end of the school year will have their fringes paid through August.

Section 7 - Open Enrollment

An open enrollment period shall be established each year in October with an effective date of January 1.

Section 8 - Insurance Committee

The parties pledge to work in good faith toward the goal of cost containment in the insurance area. A committee will be formed to study and evaluate insurance benefits and costs. Through quotations from different insurance carriers and other methods deemed reasonable by the committee, comparative benefits and costs will be evaluated, as well as modified benefits and costs.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XIII - ACCUMULATED SICK LEAVE PAYOUT

Section 1

Employees who file for retirement, or have become totally disabled, and who have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools, will be entitled to pay for accumulated Paid Sick Leave as provided in this Article ("Accumulated Sick Leave Payout"). The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Office of Retirement Services but, to be eligible for Accumulated Sick Leave Payout, the employee must not only have retired but actually receive retirement benefits within four (4) months after the teacher has retired from the School District.

Section 2

A. Accumulated Sick Leave Payout shall be computed as follows:

One hundred percent (100%) of the unused accumulated sick days up to a maximum of two hundred (200) days as follows:

$75.00 for each day from 0 to 100
$100.00 for each day from 101 to 150
$125.00 for each day from 151 to 200

B. The Accumulated Sick Leave Payout will be made in three payments, each equal to one-third of the total Accumulated Sick Leave Payout, over a period of three years. The first payment will be made in January of the first year following retirement (or disability), with the remaining two payments made in January of each of the following two years.

Section 3

Sick Leave accrued prior to July 1, 1997, will be paid out according to the attached Agreement titled: "Article XIII – (Terminal Leave Pay for Sick Leave Accrued Prior to July 1, 1997)" with Attachment A (Terminal Sick Leave Payout Plan Application / Retirement) and Attachment B (Terminal Sick Leave Payout Plan Agreement and Waiver / Release of Claims).

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XIV - MILEAGE

Section 1

When in the course of their work it is necessary that personal automobiles be driven from one building to another, teachers shall be reimbursed for the use of their automobile the maximum IRS Standard Mileage.

Section 2

Administration approved scouting trips for athletics, Administration approved cheerleader trips, and mileage for transporting athletes to Administration approved athletic contests shall be paid at the rates established in Section 1.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XV - SCHOOL CALENDAR

See Attachment C

SCHOOL CALENDAR
2024-2027

To be determined by mutual agreement by the negotiation team and the District, with a mutual attempt to finalize the calendar no later than April 1 of the final contract year. The length of the calendar will be aligned with the length of the contract agreement.

180 full days of pupil instruction/PD
3 full days of professional development
1 day (2 evening parent teacher conferences)
184 total days for teachers

A. If the parties mutually agree a Calendar Committee needs to be established, it will consist of two (2) representatives from the Association and two (2) representatives from the District. Calendars will contain the number of days for students and teachers indicated in the Agreement, or as otherwise required by law.

B. School Year. The Calendar Committee will meet during the fall of the last School Year of this Agreement to agree upon specific dates for the following School Year.

Section 2

Unless provision has been made in the calendar, or has been otherwise mutually agreed upon, all days and hours of instruction cancelled due to the conditions set forth in Article XXI, Section 3, which are required to be made up will be re-scheduled by extending the school year.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XVI – EVALUATION AND DISCIPLINE

Section 1

A. The performance evaluation system for Marquette Area Public Schools shall include:

1. At least 2 (two) specific performance goals in consultation with and agreed upon by the teacher and their evaluator to improve their effectiveness in the upcoming school year.
2. an evaluation of the teacher's job performance with timely and constructive feedback as required by the Revised School Code.
3. clear approaches to measuring student growth with relevant data on student growth, agreed upon by administration.
4. For the 2024-2025 school year and subsequent contract years, student growth will be determined pursuant to the following process:
    a. September 20, each grade level/subject area will forward to their respective administrator their recommended metric for establishing the student growth component of the evaluation.
    b. By October 15, the respective administrator shall accept or reject the recommended metric.
    c. If rejected, the parties will meet and attempt to reach consensus by October 31.
    d. If consensus is not reached, the metric utilized the preceding year will be utilized for the upcoming year.

Section 2

A. Process - The Association and District have negotiated the Danielson Model Performance Evaluation, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form."

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
    a. The teacher shall be notified no later than September 30 of each year whom the administrator will be that conducts their year-end evaluation, unless there are extenuating circumstances.
    b. The formal classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan, based upon the Danielson Aligned Lesson Plan (see in Appendix ___), for the day of the observation and the state curriculum standard being used in the lesson. For purposes of observations, unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
    c. If applicable, the observation must include a review of pupil engagement in the lesson that is observed.
    d. In order to ensure 1.b and 1.c above, the observation shall be no less than fifteen

(15) minutes.

e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
f. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated
g. There may be additional unannounced observations beyond the two required announced observations.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support," as defined by State Law.
    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than June 1 of each year.

3. Teachers who work 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 or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall be marked "unevaluated" and therefore will receive the rating they previously received in the prior year for the purposes of consecutive years.

4. If a tenured teacher has been rated "highly effective" (from years prior to 2024-2025) or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated triennially, every third year thereafter. If a teacher has been placed on an IDP, or commits a disciplinary offense, or if the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP shall be provided the following:

    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    b. training may be provided by the district to assist the teacher in meeting the goals of the IDP.
    c. a mid-year progress report

6. Probationary teachers cannot grieve any aspect of the evaluation procedure, process, or ratings. A tenured teacher may grieve the process or rating up to arbitration. However, an arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured TOR who receives two (2) consecutive ratings of "needing support."

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

Section 3

A. Training on evaluation system, tools, and reporting forms:

1. By October 1 of each school year, the District shall provide, during contractually scheduled Professional Development time or an after-school staff meeting, training to all teachers new to the district, or new to their position if necessary, on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process. Training will be provided to all teachers at the start of the 2024-2025 school year, and will be arranged for those on Leave to start the year.

Section 4

Provided two business days' notice, a member will have the right up to three times per year to review the contents of all records, excluding initial references, of the District pertaining to said member originating after initial employment, to the extent required by the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association accompany him in such review.

Section 5

No material originating after initial employment will be placed in their personnel file unless the member has had an opportunity to review the material. The member may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question consistent with State Law limits. If the member is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Members' comments relative to evaluations or other written material will be included in their personnel file at their request and will be submitted within thirty (30) days of the provision of the document. All recommendations, written or oral, shall be based solely on the contents of the member's personnel file.

Section 6

To the extent permitted by law, a teacher will be given notice within two (2) working days following any written request from an outside party for information contained in the teacher's personnel file.

Section 7 Discipline

A. Tenured Teacher Discipline: No Tenured teacher shall be disciplined for non-arbitrary or capricious reasons.
B. A probationary teacher is at will, and may be disciplined consistent with the Teacher Tenure Act. Probationary teachers may not challenge any discipline in the grievance process. Tenured teachers may only grieve discipline up thru Formal Step 3.
C. Association Representation: Bargaining unit members maintain full Weingarten rights. The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.
    a. A bargaining unit employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit employee shall be advised immediately of said possibility and be notified by the Employer of the right to representation under this provision of the Agreement.
D. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review, consistent with State Law.
E. Complaints: No complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. The response is limited to five (5) sheets of 8.5" x 11" paper. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
F. Assaults & Property Loss/Damage In the case of a student assault, if a teacher acted in compliance with the law and board policy, the District shall seek financial restitution from the responsible student or insurance (if covered) to the teacher. Financial restitution shall

not be sought for damage to a teacher's automobile, which is covered by their insurance.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XVII -PLACEMENT, AND REDUCTION/RECALLS

Section 1

Concerning teacher placement and reduction/recall decisions, the parties agree as follows:

A. Decisions about placement and reduction/recall of a teacher shall comply with Revised School Code Section 1248.
B. The Superintendent or designee decides placement decisions when a vacancy exists and when a posting is made. A "vacancy" shall be defined as an unassigned, open position or a newly created position that the district intends to fill. A teaching vacancy shall be posted at least five (5) calendar days prior to being filled;
C. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the MAEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.
D. The Superintendent or designee has discretion to place, transfer, layoff or recall a Bargaining Unit member into a position for which they are certified for a reason that is not arbitrary or capricious, including but not limited to the following clear and transparent factors:
    a. Compliance with State and Federal laws, regulatory standards, and state grant and categorical funding requirements;
    b. Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation**;**
    c. Disciplinary record recorded in personnel file;
    d. Effectiveness based on previous evaluations;
    e. Length of service in the grade level or department;
    f. Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom;
    g. Recency of relevant and comparable teaching assignments;
    h. Demonstrated commitment to creating a positive and supportive learning environment for students, in collaboration with colleagues and parents.
E. Seniority shall be a tiebreaker if a teacher placement or reduction/recall decision involves two or more teachers and all other distinguishing factors are equal.
F. The Teacher and the Association will be notified in person of the anticipated placement change and the reason for the change by the Superintendent or designee in a reasonable amount of time.
G. A Teacher is eligible for recall for eighteen (18) months from the date the district implemented the reduction in force. Teachers wishing to continue insurance may do so on their own by purchasing COBRA continuation coverage. Teachers returning

from layoff will be considered active employees upon receiving notice. Should a Teacher refuse to return from layoff within five (5) work days during the school year, or ten (10) calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.

H. If the District re-employs the teacher within 3 years of layoff, their seniority at the time of layoff will be reinstated.

I. The Board shall give written notice of recall from any layoff by sending an email to the affected member. It shall be the responsibility of each member to notify the Board of any change of address. The teacher address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. If the teacher fails to respond within ten (10) days from the date of receipt of the recall and unless an extension is granted in writing by the Board, such teacher shall be considered as a voluntary quit and shall thereby terminate their individual employment contract and any other employment relationship with the Board.

J. A laid-off bargaining unit member shall receive full fringe benefits (i.e., dental, life, and health insurance coverage) through August 31 after completing a full academic year. After that time insurance may be continued at the expense of the employee in accordance with law (COBRA).

   a. Reduction of Hours. If the reduction of teaching hours is necessary, the district will attempt to maintain as many full-time teachers as possible.
   b. A special contract waiver between the Board and the Association may be agreed upon in the event that a present employee does not want to be employed on a full-time basis. Such a waiver shall not establish a precedent and cannot be relied upon as past practice.

K. Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers and non-probationary bargaining unit members may grieve alleged violations of this Article through mediation:

   a. Summer Months: During the summer months when regular school is not in session, the Employer will provide via email to all bargaining unit employees who provide one, all vacancies as above described and shall also forward, at the same time, copies of said vacancies to all bargaining unit employees known by the Employer to be certified for the position (if certification is required) and the Association. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled.

Section 2

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a different assignment shall be made in writing on or before April 1, if possible, one (1) copy of which shall be filed with the Superintendent. The application shall set forth the reasons for reassignment, the school, grade, or position sought, and the applicant's academic qualifications. Such requests may be renewed annually to assure active consideration by the Board.

B. Definition of Transfer: A “transfer” shall be defined as either a voluntary or involuntary

change in a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit. The request shall specify the school, grade, and subject/position sought. No bargaining unit employee shall be discriminated against because of a request to transfer.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XVIII - REDUCTIONS OR NON-TEACHING STAFF (ANCILIARY POSITIONS)

Section 1

In the event the Board decides to reduce the number of ancillary positions employees through layoff of employment or to reduce the number of employees in a given area, field, or program, or eliminate or consolidate position(s), the following procedure shall be used (except for employees covered by the State Tenure Act):

A. Probationary non-teaching ancillary employees shall be laid off first, provided there are employees certified and qualified (or on leave of absence or layoff) to replace them.
B. The order of reduction among non-teaching ancillary employees shall be according to seniority, District needs, certification, and qualifications.
C. Excluding Teachers, an ancillary employee in the bargaining unit may, without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract including the employee's right to be recalled from such layoff. (Appendix E is the Agreement for the individual employee who wishes to waive their seniority rights.)

Section 2 Teacher Layoff/Recall

The system for Layoff/Recall of teachers is identified in Article XVII, Section 1.

A. Teacher layoff and recall decisions shall be made by the Board in its discretion, consistent with Board Policy 3131. Teachers may be recalled for a period of up to one (1) year.
B. The Parties agree Board Policy 3131 sets forth a clear and transparent procedure for layoff/recall of teachers.

Section 3

If the District re-employs the ancillary teacher employee within 3 years of layoff, their seniority at the time of lay-off will be reinstated.

Section 4

The Board shall give written notice of recall from any layoff by sending a registered or certified letter to the last known address. It shall be the responsibility of each member to notify the Board of any change of address. The teacher ancillary employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher ancillary employee. If the teacher ancillary employee fails to respond within ten (10) days from the date of receipt of the recall and unless an extension is granted in writing by the Board, such teacher ancillary employee shall be considered as a voluntary quit and shall thereby terminate their individual employment contract and any other employment relationship with the Board.

Section 5

A laid-off bargaining unit member shall receive full fringe benefits (i.e., dental, life, and health insurance coverage) through August 31 after completing a full academic year. After that time insurance may be continued at the expense of the employee in accordance with law (COBRA).

Section 6

A. Reduction of Hours. If the reduction of teaching ancillary hours is necessary, the district will attempt to maintain as many full-time teaching ancillaries as possible.
B. A special contract waiver between the Board and the Association may be agreed upon in the event that a present teaching ancillary employee does not want to be employed on a full-time basis. Such a waiver shall not establish a precedent and cannot be relied upon as past practice.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XIX - SENIORITY

Section 1

A. Seniority shall be defined as length of unbroken service within the bargaining unit from the first date of work as a bargaining unit member within the Marquette Area Public Schools. An employee must be or have been a member of the bargaining unit in order to accrue seniority in the bargaining unit. An employee working part-time in a bargaining unit position will accrue prorated seniority based upon such bargaining unit work. All bargaining unit seniority is lost when employment is severed by resignation, layoff for a period of more than three (3) years, retirement, and/or by discharge. Previously accumulated seniority within the bargaining unit is retained when transferring out of the bargaining unit. Neither layoff (for a period of up to three years) nor the taking of approved leave as provided under this Agreement shall constitute a break in service. Seniority will not accumulate during layoffs or leaves except those provided for in Article XI (Leaves of Absence).

B. As provided in Article XVII (Vacancies and Transfers), teachers employed to fill temporary vacancies, upon completion of sixty (60) continuous school days of employment in the same assignment, are entitled to leave time and other privileges granted to regular teachers, including pay at the BA base salary, for the duration of that assignment (in accordance with MCLA 380.1236), but have no seniority and are subject to layoff without notice and without any right of recall. If such temporary teachers are subsequently granted tenure, or hired as full-time probationary teachers by the start of the next succeeding school year, their seniority will date from the sixty-first (61st) continuous school day of employment in such temporary assignment. If such temporary teachers are employed 150 days or more during a legal school year of not less than 180 days, they shall, during the balance of that school year or during the next succeeding legal school year only, be given the first opportunity to accept or reject a contract for which they are certified, after all other teachers of the District are re-employed in conformance with the terms of this Agreement.

C. The probationary period for bargaining unit employees not covered by the Michigan Teachers' Tenure Act is the same as for those covered by the Act, including extension at the discretion of the School Board.

Section 2

An accurate seniority list will be provided to the MAEA by October 30 of each school year. The seniority list shall be published with notation of the certifications/endorsements then on file with the Employer of each bargaining unit member. Copies will be posted in each building and provided to the Association. The MAEA and the teachers shall notify the Human Resources Manager, with a copy to the Superintendent (or designee), of any errors in the seniority list thirty (30) days after the list is provided. After the end of this thirty (30) day period, the seniority list as corrected shall be deemed accurate and shall govern until the following school year. (In the event of midyear layoff, however, or other situations where relative seniority is a factor, the seniority list may be updated to reflect any relevant seniority changes between the date of the list and the date of such layoff.) Following the thirty (30) day review period, the seniority list as corrected may be conclusively relied upon by the Employer as accurate as of the date of the list for purposes of preparation of any future seniority lists; revisions to future lists will be based only upon seniority accrued following the date of the prior list.

Section 3

The seniority list shall be in rank order of the bargaining unit members' first date of work as set forth in preceding section. A lottery will be conducted for all new employees with the same first day of work to determine their place on the seniority list. The notice of the drawing including date, place, and time will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the MAEA or their designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing.

Section 4

There shall be one (1) seniority list, and all individuals accreted to the bargaining unit shall be incorporated at their appropriate level into the present seniority list.

Section 5

Administrators and other non-bargaining unit members, who work part-time in bargaining unit positions, shall accrue no bargaining unit seniority. Previously accumulated seniority is retained, however, and may be used if they return to the bargaining unit. Nothing herein shall be construed as prohibiting administrators and others from continuing as part-time teachers.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XX – MENTOR

Section 1

Selection of mentor teachers, and the mentor process, will be in accordance with District policies and procedures, and state law. No more than two (2) mentee teachers will be assigned to one mentor teacher during the same school year. Mentor teachers will not be responsible for evaluation of mentee teachers.

Section 2

Mentor teachers will choose between being paid an annual stipend of one (1%) percent of the BA Base for each mentee teacher assigned to them for the school year (prorated for less than a full school year) or the mentor teacher will be allowed two (2) Mentor Incentive Days for each assigned mentee teacher each school year (not to exceed four days per year). Mentor incentive days will be subject to the same terms and conditions as Personal Business Leave. Payment will be in two equal installments, the first installment to be paid on the last pay period of the first semester of the school year and the second installment to be paid on the pay period following the end of the school year or following receipt of the completed mentor/mentee packet by the Human Resources Department.

Section 3

Mentor teachers shall attend training classes, workshops and/or other activities for mentor training (whether or not credit is offered which may lead to advancement on the salary schedule) at the discretion of the administration. The District will reimburse the mentor teacher for fees associated with such training.

Section 4

Mentor teachers will be allowed two (2) days per school year for release time to meet with mentees to perform the functions of a mentor. Mentees will be allowed up to two (2) days release time to meet with and/or observe their mentor teacher, but may not leave the building for such meetings without prior approval of the Administration.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XXI - MISCELLANEOUS CLAUSE

Section 1

The Board will furnish one (l) copy of the Master Agreement to all teachers and five (5) copies to the MEA. New teachers will be provided a copy at the time of hire.

Section 2

It is the continuing policy of the Employer and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement, including seniority, may be waived, upon mutual consent of the Administration and the Association, to the extent necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments, and to permit modified work schedules or duties for employees with physical/mental disability.

Section 3 - Act of God Days

A. When schools do not open to children due to inclement weather, 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 one (1) hour after students are dismissed unless it is agreed by the parties that teachers should remain for the balance of the regular work day. If school is not open for the day, such information will be disseminated through the local news media.

B. Scheduled days and hours of student instruction which are not held because of conditions not within the control of the school authorities will be rescheduled as provided in Article XV - School Calendar, Section 2 to assure there are a sufficient number of days and hours of student instruction, as prescribed by the Revised School Code and the State Aid Act, to enable the District to receive full pupil membership and categorical appropriations. Teachers will receive their regular pay for days and hours that are cancelled but shall work on the rescheduled days and hours of instruction with no additional compensation.

C. If school is cancelled after a teacher's normal reporting time for work and the day cannot be counted as a session according to state law, the teacher will be compensated one-half (1/2) their daily rate of pay.

D. If school is cancelled on a parent/teacher conference day, when circumstances allowed, the District and Association will discuss alternate arrangements.

Section 4

Individual non-teaching professional personnel shall work with each individual case/referral in accordance with accepted practices or methods, of their discipline. Such methods shall be subject to the approval of their immediate supervisor.

Section 5

A. Medical Certification means verification by a duly licensed physician, or other medical personnel acceptable to the Employer, that they performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the employee's inability to perform their work or otherwise substantiating the medical opinion given. The Medical Certification must include the physician's diagnosis and, for family members, the need for the employee's absence from work. Any requirement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense, and will be retained in the employee's confidential medical file.

B. Medical Examination(s) means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform their work.

C. 1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform their duties, the Employer may require the employee to undergo a Medical Examination.

2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform their duties.

3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.

4. The doctor shall provide the Employer with their conclusion regarding whether or not the employee is able to perform their duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform their duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform their duties.

5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by their own personal doctor, at the employee's expense.

6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.

7. The employee shall not lose pay or sick leave for work time lost during testing.

8. The employee shall receive a complete copy of all doctor's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.

9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.

10. This provision is not intended to restrict any of the Employer's legal rights, including rights pursuant to Michigan's Workers' Compensation Laws.

Section 6 – Non Teaching Professionals Flex Schedule

If requested by the building administrator, any school counselor employed by the District may adjust their 184 work days by up to five (5) days before and up to five (5) days after the school calendar (see Article XV) in exchange for compensatory time. Compensatory time earned prior to the start of the school calendar must be used during that school calendar, as approved by the building administrator. Compensatory time earned after the end of the school calendar must be used during the next school calendar as approved by the building administrator.

The School Nurse may adjust their 184 work days by up to six (6) days during the same school year, in exchange for being released from attending the five (5) Professional Development days and two evening Parent/Teacher Conferences.

Section 7 – Emergency Manager

An emergency financial manager appointed under the Local Financial Stability and Choice Act, P.A. 436, shall have the authority to reject, modify or terminate the collective

bargaining agreement as provided in 2012 P.A. 436. These provisions required by Section 15(7) of PERA, MCL 423.215(7), are prohibited subjects of bargaining.

Section 8 – School Safety – Reportable Crimes

Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged with certain identifiable crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes, and the MDE "Arraignment Disclosure" form is found in Attachment D.

Section 9 – Negotiations Inclusive Clause

During the negotiations of this Agreement, each party made proposals and counter proposals. This Agreement encompasses and incorporates all such proposals. It is the intention of the parties that this Agreement, during its term, shall cover all negotiable items, proposals, and subjects concerning wages, hours and conditions of employment.

Section 10 – Strike and Interruption of the School Program

The Association and Board recognize that strikes and other forms of work stoppages are currently contrary to law. The Association and Board subscribe to the principle that during the life of this Agreement differences shall be resolved by peaceful and appropriate means without interruption of the school program.

Section 11 – Board's Right to Set Policy on Banning Smoking and Tobacco

The Board reserves the right to adopt a policy and enforce work rules prohibiting smoking and/or the use of tobacco products and/or tobacco preparations by any employee to any extent and at any and all times in any school facilities, vehicles, and/or equipment and/or on school premises and/or while involved in duties regarding any school activities.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XXII - PARENT-TEACHER CONFERENCES

Section 1

Kindergarten teachers will have three (3) full-day conferences and one (1) evening conference during the fall semester. Kindergarten teachers will also have two (2) full-day conferences and one (1) evening conference during the spring semester**,** with up to one (1) additional day if a kindergarten teacher needs time to meet with all parents. Substitute teachers will be provided to teach kindergarten classes during the conferences.

Section 2

A. Teachers of grades 1 through 5**,** except those housed in a middle school building, will have three (3) half-day conferences and one (1) evening conference during the fall semester. Teachers of grades 1 through 5 will also have two (2) half-day conferences and one (1) evening conference during the spring semester.

B. Teachers of elementary classrooms housed in a middle school building will have two (2) half-day conferences and one (1) evening conference during the fall semester; they will also have one (1) half-day and one (1) evening conference during the spring semester. A sub will be provided if the teacher needs an additional half-day to conference at both fall and spring conference times.

Section 3

Middle school teachers will have two (2) afternoon conferences and one (1) evening conference during the fall semester; they will also have one (1) half-day conference and one (1) evening conference during the spring semester.

Section 4

High School teachers will have one (1) afternoon conference during both fall and spring semesters; they will also have two (2) evening conferences during the fall semester and one (1) evening conference during the spring semester.

Section 5

For half-day conferences, dismissal will be at such times as will permit a half-day for the conference.

Section 6

When parent/teacher conferences are scheduled, the schedule will normally include the last work day of the week.

Section 7

With the approval of the majority of teachers within a school building, the conference times for that school may be altered provided the total count of conference time is unchanged and the conferences are confined to the teachers' workday. (For example, spring/fall and half-day/evening conferences could be exchanged or teachers/administrators at the building could agree to provide additional time off during the day to permit an additional evening conference.)

Section 8

Teachers are responsible for keeping parents informed concerning their student's progress. Teachers will schedule conferences with parents, but the time for scheduling of particular parents will be at the discretion of the classroom teacher provided they give due consideration to the parent(s) availability. If an elementary teacher reasonably determines that a scheduled conference is unnecessary in the spring, parents will be notified in writing of the conference schedule and will be advised they may request a conference if they so desire. (The District form for such notification/request is attached as Appendix F.) Teachers will indicate on the parent/teacher conference schedule those parents who will not be scheduled. A copy of the schedule will be provided to the Building Administrator.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024, and shall continue in effect through the 30th day of June, 2027.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____,2024.

MARQUETTE AREA EDUCATION ASSOCIATION	MARQUETTE AREA PUBLIC SCHOOLS
By _____	By _____
MAEA Co-President	Superintendent
By _____	By _____
MAEA Co-President	Board Secretary
By _____	By _____
MEA Uniserv	Board President

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX A-1

TEACHER INSTRUCTION MAXIMUMS PER DAY FOR FULL-TIME TEACHERS

High School — 6 hours and 15 minutes (5 teaching periods for 6 period day, 6 teaching periods for 7 period day)

Middle Schools — 6 hours and 15 minutes (1 prep minimum)

Elementary Schools — 6 hours and 15 minutes (to the extent recognized by State Pupil Accounting regulations, includes recess and specials). Per day instruction maximums may be exceeded provided the amount of time the teacher is engaged in student instruction is reduced on another day(s) to offset such additional time.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX A-2

LENGTH OF TEACHER DAY FOR FULL-TIME TEACHERS

(Including Lunch and Non-Classroom Time)

High School	7 hours and 37 minutes (includes non-teaching professionals)
Middle Schools	7 hours and 35 minutes
Elementary Schools	7 hours and 35 minutes

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX B-1

MARQUETTE AREA PUBLIC SCHOOLS - INDEX

Step *	BA	BA+18	MA or BA+40	MA+20	MSW MA+40, et al.
1	1.00	1.06	1.12	1.17	1.25
2	1.05	1.11	1.17	1.22	1.30
3	1.10	1.16	1.22	1.27	1.35
4	1.15	1.21	1.27	1.32	1.40
5	1.20	1.26	1.32	1.37	1.45
6	1.25	1.31	1.37	1.42	1.50
7	1.31	1.37	1.43	1.48	1.56
8	1.37	1.43	1.49	1.54	1.62
9	1.43	1.49	1.55	1.60	1.68
10	1.49	1.55	1.61	1.66	1.74
11	1.55	1.61	1.67	1.72	1.80
12	1.61	1.67	1.73	1.78	1.86
13	1.68	1.74	1.80	1.85	1.93
14	1.68	1.74	1.80	1.85	1.93
15	1.68	1.74	1.80	1.85	1.93
16	1.75	1.81	1.87	1.92	2.00
17	1.75	1.81	1.87	1.92	2.00
18	1.75	1.81	1.87	1.92	2.00
19	1.75	1.81	1.87	1.92	2.00
20	1.82	1.88	1.94	1.99	2.07
21	1.82	1.88	1.94	1.99	2.07
22	1.82	1.88	1.94	1.99	2.07
23	1.82	1.88	1.94	1.99	2.07
24	1.89	1.95	2.01	2.06	2.14
25	1.89	1.95	2.01	2.06	2.14
26	1.89	1.95	2.01	2.06	2.14
27	1.89	1.95	2.01	2.06	2.14
28	1.96	2.02	2.08	2.13	2.21
29	1.96	2.02	2.08	2.13	2.21
30	1.96	2.02	2.08	2.13	2.21

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX B-2

SALARY SCHEDULE

2023-2024 + 3.50% on base
One step advancement for **2024-2025**. Lane Changes to be paid.
$750 off schedule payment

STEP	BA-0	BA-18	BA-40/MA-0	MA-20	MSW/MSN/MOT MSLP/MP/DPT MA-40/EdS*
1	$42,445	$44,992	$47,539	$49,661	$53,057
2	$44,568	$47,114	$49,661	$51,783	$55,179
3	$46,690	$49,237	$51,783	$53,906	$57,301
4	$48,812	$51,359	$53,906	$56,028	$59,423
5	$50,934	$53,481	$56,028	$58,150	$61,546
6	$53,057	$55,603	$58,150	$60,272	$63,668
7	$55,603	$58,150	$60,697	$62,819	$66,215
8	$58,150	$60,697	$63,244	$65,366	$68,761
9	$60,697	$63,244	$65,790	$67,913	$71,308
10	$63,244	$65,790	$68,337	$70,459	$73,855
11	$65,790	$68,337	$70,884	$73,006	$76,402
12	$68,337	$70,884	$73,430	$75,553	$78,948
13	$71,308	$73,855	$76,402	$78,524	$81,920
14	$71,308	$73,855	$76,402	$78,524	$81,920
15	$71,308	$73,855	$76,402	$78,524	$81,920
16	$74,279	$76,826	$79,373	$81,495	$84,891
17	$74,279	$76,826	$79,373	$81,495	$84,891
18	$74,279	$76,826	$79,373	$81,495	$84,891
19	$74,279	$76,826	$79,373	$81,495	$84,891
20	$77,251	$79,797	$82,344	$84,466	$87,862
21	$77,251	$79,797	$82,344	$84,466	$87,862
22	$77,251	$79,797	$82,344	$84,466	$87,862
23	$77,251	$79,797	$82,344	$84,466	$87,862
24	$80,222	$82,768	$85,315	$87,437	$90,833
25	$80,222	$82,768	$85,315	$87,437	$90,833
26	$80,222	$82,768	$85,315	$87,437	$90,833
27	$80,222	$82,768	$85,315	$87,437	$90,833
28	$83,193	$85,740	$88,286	$90,409	$93,804
29	$83,193	$85,740	$88,286	$90,409	$93,804
30	$83,193	$85,740	$88,286	$90,409	$93,804

* et al.: MSW = Masters of Social Work, MSN = Masters of Nursing; MOT = Masters in Occupational Therapy; MSLP = any Masters required to become a Speech-Language Pathologist; MP = Masters of Psychology; DPT = Doctorate of Physical Therapy; Ed. S. Education Specialist

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027
SALARY SCHEDULE

2024-2025 + 3% on base
One step advancement for **2025-2026**. Lane Changes to be paid.
$750 off schedule payment contingent on continued OPEB/MPSERS Reimbursement

STEP	BA-0	BA-18	BA-40/MA-0	MA-20	MSWMSN/MOT MSLP/MP/DPT MA-40/EdS*
1	$43,718	$46,341	$48,965	$51,150	$54,648
2	$45,904	$48,527	$51,150	$53,336	$56,834
3	$48,090	$50,713	$53,336	$55,522	$59,020
4	$50,276	$52,899	$55,522	$57,708	$61,206
5	$52,462	$55,085	$57,708	$59,894	$63,392
6	$54,648	$57,271	$59,894	$62,080	$65,578
7	$57,271	$59,894	$62,517	$64,703	$68,201
8	$59,894	$62,517	$65,140	$67,326	$70,824
9	$62,517	$65,140	$67,763	$69,949	$73,447
10	$65,140	$67,763	$70,387	$72,572	$76,070
11	$67,763	$70,387	$73,010	$75,196	$78,693
12	$70,387	$73,010	$75,633	$77,819	$81,316
13	$73,447	$76,070	$78,693	$80,879	$84,376
14	$73,447	$76,070	$78,693	$80,879	$84,376
15	$73,447	$76,070	$78,693	$80,879	$84,376
16	$76,507	$79,130	$81,753	$83,939	$87,437
17	$76,507	$79,130	$81,753	$83,939	$87,437
18	$76,507	$79,130	$81,753	$83,939	$87,437
19	$76,507	$79,130	$81,753	$83,939	$87,437
20	$79,567	$82,190	$84,814	$87,000	$90,497
21	$79,567	$82,190	$84,814	$87,000	$90,497
22	$79,567	$82,190	$84,814	$87,000	$90,497
23	$79,567	$82,190	$84,814	$87,000	$90,497
24	$82,628	$85,251	$87,874	$90,060	$93,557
25	$82,628	$85,251	$87,874	$90,060	$93,557
26	$82,628	$85,251	$87,874	$90,060	$93,557
27	$82,628	$85,251	$87,874	$90,060	$93,557
28	$85,688	$88,311	$90,934	$93,120	$96,618
29	$85,688	$88,311	$90,934	$93,120	$96,618
30	$85,688	$88,311	$90,934	$93,120	$96,618

* et al.: MSW = Masters of Social Work, MSN = Masters of Nursing; MOT = Masters in Occupational Therapy; MSLP = any Masters required to become a Speech-Language Pathologist; MP = Masters of Psychology; DPT = Doctorate of Physical Therapy; Ed. S. Education Specialist

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027
SALARY SCHEDULE

2025-2026 + 2.50% on base
One step advancement for **2026-2027**. Lane Changes to be paid.
$750 off schedule payment contingent on continued OPEB/MPSERS Reimbursement

STEP	BA-0	BA-18	BA-40/MA-0	MA-20	MSW/ MSN/MOT MSLP/MP/DPT MA-40/EdS*
1	$44,811	$47,500	$50,188	$52,429	$56,014
2	$47,051	$49,740	$52,429	$54,669	$58,254
3	$49,292	$51,981	$54,669	$56,910	$60,495
4	$51,533	$54,221	$56,910	$59,150	$62,735
5	$53,773	$56,462	$59,150	$61,391	$64,976
6	$56,014	$58,702	$61,391	$63,632	$67,216
7	$58,702	$61,391	$64,080	$66,320	$69,905
8	$61,391	$64,080	$66,768	$69,009	$72,594
9	$64,080	$66,768	$69,457	$71,698	$75,282
10	$66,768	$69,457	$72,146	$74,386	$77,971
11	$69,457	$72,146	$74,834	$77,075	$80,660
12	$72,146	$74,834	$77,523	$79,763	$83,348
13	$75,282	$77,971	$80,660	$82,900	$86,485
14	$75,282	$77,971	$80,660	$82,900	$86,485
15	$75,282	$77,971	$80,660	$82,900	$86,485
16	$78,419	$81,108	$83,796	$86,037	$89,622
17	$78,419	$81,108	$83,796	$86,037	$89,622
18	$78,419	$81,108	$83,796	$86,037	$89,622
19	$78,419	$81,108	$83,796	$86,037	$89,622
20	$81,556	$84,245	$86,933	$89,174	$92,759
21	$81,556	$84,245	$86,933	$89,174	$92,759
22	$81,556	$84,245	$86,933	$89,174	$92,759
23	$81,556	$84,245	$86,933	$89,174	$92,759
24	$84,693	$87,381	$90,070	$92,311	$95,895
25	$84,693	$87,381	$90,070	$92,311	$95,895
26	$84,693	$87,381	$90,070	$92,311	$95,895
27	$84,693	$87,381	$90,070	$92,311	$95,895
28	$87,829	$90,518	$93,207	$95,447	$99,032
29	$87,829	$90,518	$93,207	$95,447	$99,032
30	$87,829	$90,518	$93,207	$95,447	$99,032

* et al.: MSW = Masters of Social Work, MSN = Masters of Nursing; MOT = Masters in Occupational Therapy; MSLP = any Masters required to become a Speech-Language Pathologist; MP = Masters of Psychology; DPT = Doctorate of Physical Therapy; Ed. S. Education Specialist

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

*Steps 1 through 12 are based on full years of continuous service within the bargaining unit (prorated for less than full years) as of September 1. (For example, a teacher with 12.5 years of service would be paid at a rate halfway between steps 12 and 13 for the school year.)

*Steps 13 through 28 are based on full years of continuous service within the bargaining unit as of September 1 for the first semester. The step for the second semester will be based on full years of continuous service as of the start of the Spring Semester. (For example, a teacher with 23.5 years of service would be placed on Step 23 for the first semester and Step 24 at the start of the second semester, if they complete 24 full years of service by the start of the Spring Semester.)

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX B-3

Merit Pay

The parties agree the Board may adopt policies to comply state law requiring merit pay and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX C

Extracurricular Schedules

The following percentages are based on the salary at the applicable step of the BA lane (track). The step for payment is based on the individual's full years of experience in the particular activity and grouping for the Marquette Area Public Schools. (Example: First year in activity, applicable percent of BA Step 1; second year of experience in activity, applicable percent of BA Step 2, etc., not to exceed BA 16. Employees, as of September 1, 2013, whose pay exceeds BA 16 shall be frozen at the current rate. Under THE HIGH SCHOOL "Basketball" grouping, years as Boys Varsity, Girls Varsity, Boys Junior Varsity, Girls Junior Varsity, Boys Freshman and Girls Freshman coach would all be counted for any of the other coach positions in that grouping; years coaching in another grouping such as Other Sports, INTRAMURALS or INTERSCHOLASTICS, would not, however, be counted as years for coaching positions under the Basketball grouping.)

HIGH SCHOOL

Football

Varsity Head	10.5%
Varsity Assistant	7.5
Junior Varsity Head	7.5
Junior Varsity Assistant	6.5
Freshman Head	7.5
Freshman Assistant	6.5

Basketball

Boys Varsity	10.5
Girls Varsity	10.5
Boys Junior Varsity	7.5
Girls Junior Varsity	7.5
Boys Freshman	7.0
Girls Freshman	7.0

Hockey

Head	10.5
Assistant	7.5

Track

Boys Head	7.5
Girls Head	7.5
Boys Assistant	6.5
Girls Assistant	6.5

Other Sports

Head Cheer Coach	4.0
Cheer Assistant	2.0

Cross Country Boys/Girls Head	7.0
Cross Country Boys/Girls Assistant	6.0
Golf Head	4.5
Swimming Head	9.0
Swimming Assistant	6.0
Skiing Head	8.0
Skiing Assistant	5.0
Boys Wrestling Head	8.0
Boys Wrestling Assistant	6.0
Girls Gymnastics Head	6.0
Girls Gymnastics Assistant	2.0
Boys Tennis Head	5.0
Boys Tennis Assistant	3.0
Girls Tennis Head	5.0
Girls Tennis Assistant	3.0
Girls Volleyball Head	10.5
Girls JV Volleyball Head Coach	6.0
Girls Freshman Volleyball Head Coach	6.0
E-Sports Head Coach (First Semester)	1.5
E-Sports Head Coach (Second Semester)	1.5

Other Athletic Related

Boys/Girls Intramural Basketball	4.0
Weight Training	5.0
Dance Team	5.0
Athletic Ticket Manager	6.0

Other Extra Duties

Concert Band Director	5.0
Athletic Band Director (Marching/Pep)	5.0
Assistant Band Director	2.0
Choral	5.0
Digital Makers Club/Cybersecurity*	2.0
Dramatics	2.0
First Robotics Coach*	2.0
Health Occupations Advisor	3.0
High School Bowl	2.5
Jazz Band	2.0
Musical (to be divided among advisors)	9.0
National Honor Society	2.0
Newspaper	1.5
Orchestra	5.0
Student Council	5.0
High School Yearbook Coordinator	3.0

Environmental Club	2.0
REDspn Video Streaming	3.0
Foreign Exchange Coordinator	1.0
Chamber Choir	1.5
Wake UP Coffee Shop	1.5
Artists in Excellence	2.0
Sideline Spirit Coach	2.0

Class Advisors

Freshman	2.0
Sophomore	2.0
Junior	4.0
Senior	3.0

MIDDLE SCHOOL
INTRAMURALS

6th Grade Girls Intramural Basketball	2.0
6th Grade Boys Intramural Basketball	2.0
6th Grade Girls Track	2.0
6th Grade Boys Track	2.0

INTERSCHOLASTICS

Middle School 7th Grade Girls Basketball	3.5
Middle School 7th Grade Boys Basketball	3.5
Middle School 8th Grade Girls Basketball	3.5
Middle School 8th Grade Boys Basketball	3.5
Middle School Girls Track Head Coach	3.5
Middle School Boys Track Head Coach	3.5
Middle School Wrestling	3.5
6^{th}, 7^{th}, and 8^{th} Grade Cross Country Head Coach	3.5
6^{th}, 7^{th}, and 8^{th} Grade Cross Country Assistant Coach	2.0

OTHER MIDDLE SCHOOL DUTIES

Band	4.0
Choir	4.0
National Junior Honor Society	1.25
Orchestra	4.0
Science Olympiad	2.0
Student Council	2.25
Yearbook	1.5
E-Sports Head Coach (First Semester)	1.5
E-Sports Head Coach (Second Semester)	1.5
Quiz Bowl	1.0

ELEMENTARY EXTRA DUTY

Cherry Creek	6.0
Graveraet	6.0
Sandy Knoll	6.0
Superior Hills	6.0

Each Elementary school has 6.0% to offer teachers that are running after school academic or sports clubs. Requests in writing should be submitted to school improvement teams or building administration for approval.

*If funded by grant that includes a mandatory stipend amount, these percentages will not apply for Extra Duty.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX D - Excluding Teachers

INDIVIDUAL AGREEMENT

The undersigned employee hereby agrees to waive their seniority for purposes of the Marquette Public Schools impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under this Agreement. This waiver pertains solely to the order in which said employee might be laid off during the period of this Master Agreement.

Signature _____
(Employee)

Signature _____
(Association Representative)

Signature _____
(School District)

Date _____

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

APPENDIX E

MARQUETTE AREA PUBLIC SCHOOLS

SPRING PARENT/TEACHER CONFERENCE FORM

Building: _____

Spring Parent/Teacher Conferences will be held on the following dates:

Day	Date	Time

☐ I have scheduled a conference for _____
Student's name

on _____, _____.
day date

☐ I do not feel a conference is necessary at this time. However, if you would like to meet with me, please indicate below.

_____

PLEASE MARK AND RETURN THE BOTTOM PORTION

☐ Yes, I will attend the conference.

☐ No, I am unable to attend the conference.

☐ I am not available at the scheduled time.
A good day and time would be: _____

☐ I am not scheduled for a conference, but am requesting one.
I am available: _____

Child's Name	Teacher	Grade

Parent's Signature: _____

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

AGREEMENT – ARTICLE XIII TERMINAL LEAVE PAY FOR SICK LEAVE ACCRUED PRIOR TO JULY 1, 1997

During negotiations with the Association concerning the Prior Terminal Leave Plan, and treatment of Sick Leave accrued prior to July 1, 1997 in the same manner as currently provided (by Article XIII of the Collective Bargaining Agreement) for Sick Leave accrued after June 30, 1997, the District has consented to Terminal Sick Leave Pay for Sick Leave accrued prior to July 1, 1997 as follows (the "Terminal Sick Leave Payout Plan"):

A. (1) All Sick Leave accumulated after June 30, 1997 will be accumulated and paid as provided by Article XIII, the Accumulated Sick Leave Payout plan, subject to the limitations in paragraph D below.

(2) Accumulated Sick Leave accrued prior to July 1, 1997 will be paid upon retirement in accordance with this Terminal Sick Leave Payout Plan, subject to the limitations in paragraph D below. Such payment is intended to provide a bridge to the time the employee becomes eligible to receive reduced old-age retirement benefits under Title II of the Social Security Act, as permitted by 29 USC §623(1)(2)(B)(ii).

(3) Sick Leave days used will first be deducted from Sick Leave days accumulated after June 30, 1997.

B. For purposes of this Terminal Sick Leave Payout Plan, Terminal Sick Leave Pay is calculated by multiplying the number of unused Sick Leave days accrued prior to July 1, 1997, up to a maximum of two hundred (200 days), by:

$20.00 for each day from 0 to 100;
$22.50 for each day from 101 to 150; and
$27.50 for each day from 151 to 200

C. For employees who voluntarily retire only (as distinguished from those who terminate employment for any other reason) the District will pay Terminal Sick Leave Pay each year before the recipient's eligibility to receive reduced old-age retirement benefits under Title II of the Social Security Act, such payment to be equal to the lesser of the Terminal Sick Leave Pay as computed above or the reduced old-age retirement benefits to which the recipient would be entitled upon becoming eligible for such reduced benefits. Payment will be made during January of each year commencing with the first calendar year following retirement. An employee retiring at or after such eligibility is qualified for only one payment of Terminal Sick Leave Pay.

D. Combined payments pursuant to this Terminal Sick Leave Payout Plan and the Article XIII Accumulated Sick Leave Payout Plan may not exceed seventy-five (75%) of the teacher's annual salary at the time of retirement. (For example, if the teacher's annual salary at the time of retirement was $40,000, the total combined payments from this Terminal Sick Leave Payout Plan and the Article XIII Accumulated Sick Leave Payout Plan could not exceed $30,000.) Any necessary reduction in payments will be on a pro rata basis.

E. To be eligible to participate in this Terminal Sick Leave Payout Plan for more than one payment of Terminal Sick Leave Pay the employee must satisfy all requirements for eligibility as provided above, and must submit an executed Terminal Sick Leave Payout Plan Application (Attachment A), together with an executed copy of the Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims (Attachment B), at the time of notification to the District of intent to retire.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ATTACHMENT A

TERMINAL SICK LEAVE PAYOUT PLAN APPLICATION/RETIREMENT

I, the undersigned employee, hereby elect retirement effective _____, and apply to participate in the District's Terminal Sick Leave Payout Plan (the "Plan").

I hereby represent and confirm that:

1. I have examined and read the terms of the Plan and understand and knowingly accept its conditions and terms.

2. I hereby submit my resignation, effective the date stated above, for purposes of retirement.

3. I have executed the attached Agreement and Waiver/Release of Claims (Attachment B).

I acknowledge that I have carefully read and fully understand the terms and conditions of the Plan, including Attachments A and B. After careful consideration, I request to participate in the Plan and to unconditionally and irrevocably resign from employment with The Marquette Area Public Schools according to the terms and conditions of the Plan. I agree to the terms of the Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims (Attachment B) which I understand I must sign and submit to the Board prior to my participation in the Plan.

I acknowledge and state that I am making this election as an exercise of my own free will and understand that if I were to reject the offer to participate in the Plan such rejection would have absolutely no impact or consequence on my current or future employment or status with The Marquette Area Public Schools.

Dated:_____

_____
(Employee Signature)

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ATTACHMENT B

TERMINAL SICK LEAVE PAYOUT PLAN – AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Terminal Sick Leave Payout Plan Agreement and Waiver/Release of Claims is entered into this _____day of _____, 20__, by and between _____(hereinafter "Employee"), The Marquette Area Public Schools (hereinafter "District") and its Board of Education (hereinafter "Board"), and the Marquette Area Education Association (hereinafter "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that s/he voluntarily elected to participate in the Terminal Sick Leave Payout Plan (hereinafter "Plan") and accepts the benefits and conditions of the Plan as described therein. Further, Employee acknowledges and agrees that s/he has submitted their resignation from employment with The Marquette Area Public Schools (for the purpose of retirement) according to the terms and conditions of the Plan voluntarily, and that such resignation is irrevocable (other than as provided in paragraph 7 below) when accepted by the Board. Employee acknowledges and understands that s/he could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequence upon their current or future employment or status with The Marquette Area Public Schools.

2. The Board acknowledges and agrees that it will make the Plan payment(s) according the terms and conditions of the Plan, the Plan Application (Attachment A) and this Agreement and Waiver/Release of Claims (Attachment B).

3. Employee acknowledges that in consideration of and in exchange for the Plan benefits; s/he hereby agrees to discharge, waive and release the District (including its individual Board members, employees and/or agents) and the Association (including its individual members, employees and/or agents), from any and all claims, charges, demands, grievances and/or causes of action of any kind whatsoever, including those for: breach of contract; deprivation of constitutional rights; discrimination with respect to disability, age, sex, religion, national origin, color, race, height, weight, family status and/or marital status which may have arisen under the federal Civil Rights Acts, the Age Discrimination in Employment Act and/or the Older Workers Benefits Protection Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act and/or any other pertinent state and federal laws; personal injuries and/or damages including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and any other kind of contractual, legal or equitable claim arising from, The Marquette Area Public Schools, which Employee had or may presently have against any of them.

4. Employee acknowledges and agrees that s/he has contacted and communicated with the Michigan Public School Employees' Retirement System ("MPSERS") to obtain the necessary information and confirmation of their retirement eligibility and benefits and has had the opportunity to seek and obtain information and advice with respect to their retirement eligibility and benefits under MPSERS, including the impact and consequences of Plan benefits thereon, and has determined that the terms and conditions thereof are acceptable and satisfactory to him/her. Employee acknowledges and agrees that the District (including its individual Board members, employees and/or agents) have not made any representations or provided any advice with regard to their eligibility or benefits under MPSERS and s/he agrees that s/he will not attempt to hold them responsible with respect to any dispute or controversy which may arise regarding their eligibility and/or benefits with MPSERS as a result of their retirement and/or acceptance of Plan benefits. This does not affect Employee's right to pursue any such dispute with MPSERS.

5. Employee acknowledges and agrees that s/he is solely responsible for any tax liability and/or consequences regarding payment by the District of Plan benefits and that s/he has had the opportunity to seek and obtain information and advice with respect to the tax liability and/or consequences of such payment. Further, Employee acknowledges and agrees that the District (including its individual Board members, employees and/or agents) has not made any representations or provided any advice with regard to their tax liability and/or consequences as a result of such payments and agrees that s/he will not attempt to hold them responsible with respect to any tax liability and/or consequences which may arise as a result of such payments. Employee agrees to indemnify the District (including its individual Board members, employees and agents), and to hold them harmless, from any taxes, FICA amounts (employee share), penalties or interest which may be owed or due as a result of payment of Plan benefits.

6. Employee acknowledges and agrees that s/he has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/Release of Claims and the decision to retire and participate in the Plan. If employee signs and returns this Waiver/Release of Claims (Attachment B) form prior to expiration of such forty-five (45) day period, s/he represents that this has been done as a matter of their own desire and that no suggestion or request to that effect has been made either by the District (including its individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

7. A. Employee acknowledges that s/he has a period of seven (7) days following the signing of this Agreement and Waiver/Release of Claims within which to revoke this Agreement (hereinafter "Seven Day Revocation Period"). Any such revocation must either be delivered personally to the District's administrative office or be postmarked (certified mail) on or before expiration of the Seven Day Revocation Period.

   B. If such revocation is made, the District shall have the right to cancel the employee's Plan participation and benefits and the Employee, upon demand by the District, shall remit

to the District all amounts which have been paid to Employee, or on Employee's behalf, under the Plan. If this remittance is not made with seven (7) business days of demand by the District, the District shall have the right to recover such sum against Employee in a civil action. Employee agrees that judgment against him/her for such amount may be entered in any court of competent jurisdiction.

8. Employee acknowledges and agrees that s/he has been informed in the writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits applicable to receive payment of Plan benefits. Employee acknowledges and agrees that s/he has received written notification of job titles and ages of all individuals eligible of who have elected to receive Plan benefits and the ages of any individuals in the collective bargaining unit of which s/he is a member who are not eligible for Plan benefits.

9. Any waiver of age discrimination claims provided by this Agreement and Waiver/Release of Claims shall not become effective or enforceable until expiration of the Seven Day Revocation Period. This Agreement and Waiver/Release of Claims does not waive any age discrimination claims that may arise after the date it is signed.

10. Employee acknowledges that s/he is, and has therefore been, advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release of Claims and that s/he has had a reasonable opportunity to consult with an attorney and/or seek other consultation and advice from others of their own choosing with respect to its content and terms. Employee represents that s/he has carefully read and fully understands all of the provision of this Agreement and Waiver/Release of Claims which sets forth the entire agreement between the parties hereto. Employee further agrees that s/he has not relied upon any representation or statement, written or oral, not set forth in this document. Further Employee represents that s/he has entered into this Agreement and Waiver/Release of Claims, and has submitted their resignation pursuant to the Plan, voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the District (including its individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

11. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to District employees in the collective bargaining unit of which s/he is a member. Employee affirms that the terms of the Plan represent good valuable consideration for their relinquishing of employment rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future for members of the collective bargaining unit of which s/he is a member. Employee recognized that increased, different or reduced benefits and/or additional programs of the same nature as the Plan may in the future be made available through the process of collective bargaining between the District and the Association, or otherwise, and expressly disclaims any awareness of, or reliance on, representations to the contrary.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

YOUR SIGNATURE ON THIS AGREEMENT AND ATTACHMENT A RESULTS IN A RESIGNATION FROM AND TERMINATION OF YOUR EMPLOYMENT AT THE MARQUETTE AREA PUBLIC SCHOOLS, AND CONTAINS RELEASES AND WAIVERS OF RIGHTS YOU MIGHT OTHERWISE BE ENTITLED TO, PRIMARILY EMPLOYMENT AND CONTRACT RIGHTS. YOU ARE HEREBY ENCOURAGED TO CAREFULLY READ THIS DOCUMENT AS WELL AS THE PLAN AND ATTACHMENT A, TO TAKE THEM HOME FOR REVIEW BEFORE SIGNING IF YOU WISH, AND TO HAVE THEM REVIEWED BY YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

Your participation in the Plan (provided you satisfy the Plan eligibility criteria) is at your option, and at your sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require you to sign this Agreement or to participate in the Plan. If anyone has made any statements to you which you interpret as directly, indirectly, or "constructively" requiring you or encouraging you to sign this Agreement or to participate in the Plan, you should not rely on such statements, since they do not constitute the position of The Marquette Area Public Schools. If anyone has informed you that no other retirement or severance benefits may become available to you in the future should you <u>not</u> retire and resign now, you should not rely on such statements. If anyone has made statements or representations to you regarding your retirement benefits or conditions, which are inconsistent with or additional to the terms of the Plan (other than any benefits to which you may be entitled pursuant to the collective bargaining agreement between the Board and the Association), you should not rely on such statements or representations in deciding whether or not to participate in the Plan.

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

_____ _____
Employee Signature Date

_____ _____
Employee Name (printed) Employee Social Security #

STATE OF MICHIGAN)
) SS
County of Marquette)

On this ____ day of _____, 20___, before me, a Notary Public, in and for said County, personally appeared _____ to me known to be the same person described in and who executed the within instrument, who acknowledge the same to be their free act and deed.

_____
Notary Public

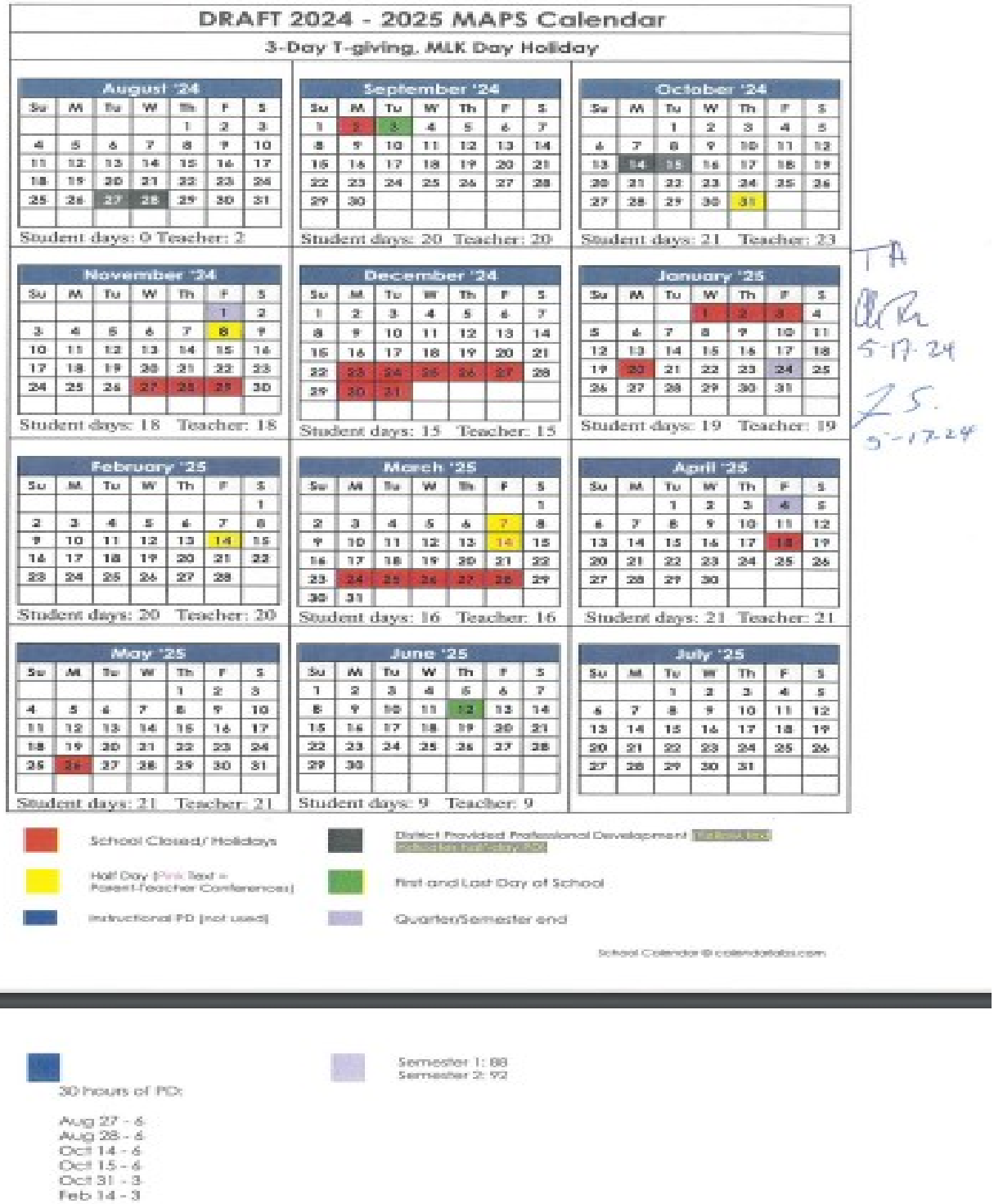
Marquette County, Michigan

My commission expires:_____

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ATTACHMENT C

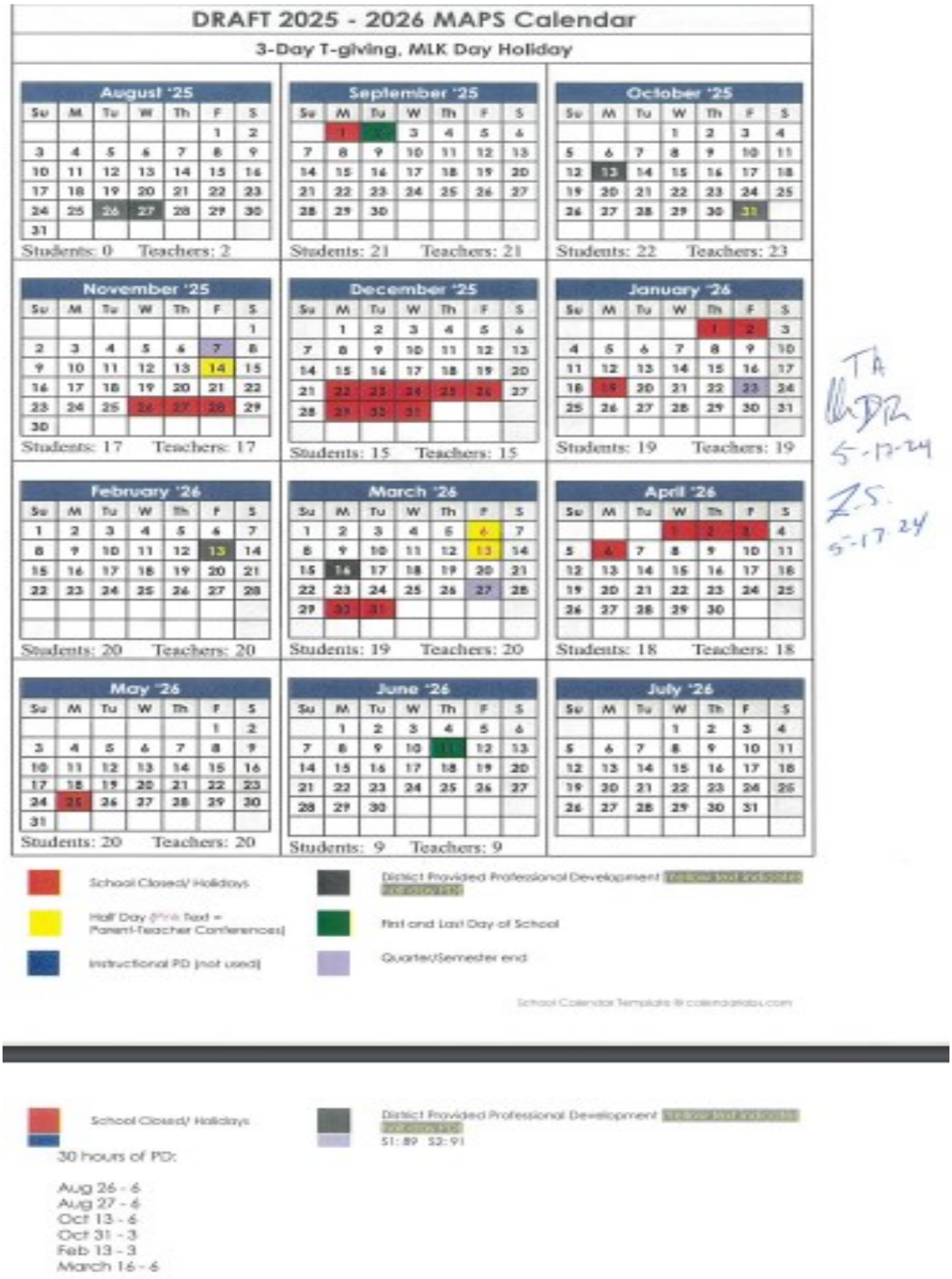
SCHOOL CALENDAR 2024-2025



TA
5-17-24
5-17-24

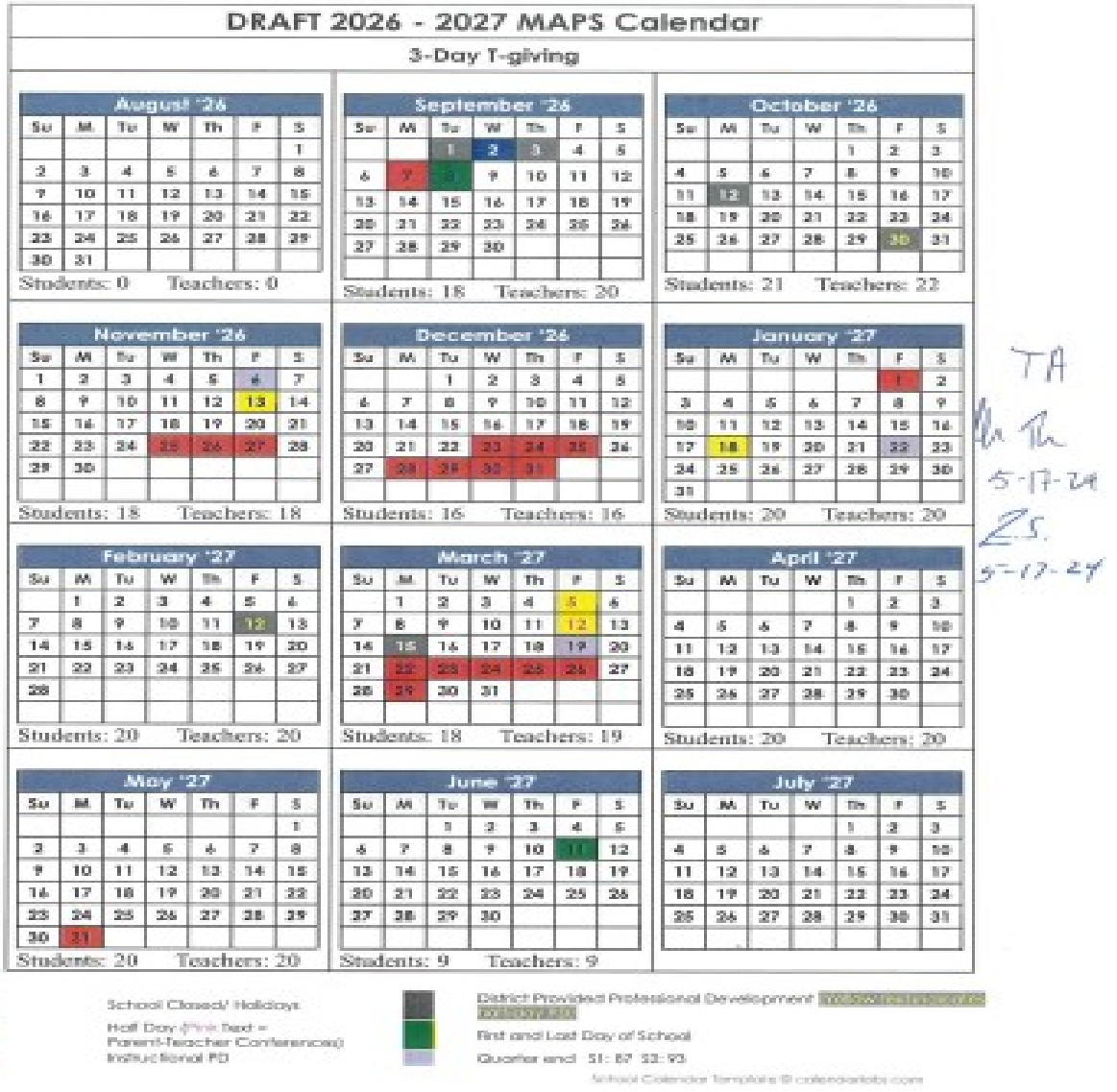
MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

SCHOOL CALENDAR 2025-2026



MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

SCHOOL CALENDAR 2026-2027



TA
5-17-24
5-17-24

30 hours of PD:

Sept 1 - 6
**Sept 2 - IPEV/Double count as Student Day
Sept 3 - 6
Oct 12 - 6
Oct 30 - 3
Jan 18 - TRUE half-day for all faculty and students
Feb 13 - 3
March 15 - 6

MARQUETTE AREA PUBLIC SCHOOLS
and
MARQUETTE AREA EDUCATION ASSOCIATION ("MAEA")
2024-2027

ATTACHMENT D

MDE ARRAIGNMENT AND` DISCLOSURE FORM

MICHIGAN Department of Education

School Personnel & Applicant Criminal Arraignment Disclosure Form

Within 3 days of arraignment for a crime described in Michigan Compiled Laws Section 380.1535a, any school employee, regularly and continuously contracted staff person, or other individual fingerprinted for purposes of school employment, must report those charges to the Michigan Department of Education.

Please complete this form in its entirety and email to MDE-Professional-Practice@Michigan.gov.

Today's Date:

Personal Information

First Name	Middle Name	Last Name
Date of Birth:	Race/Ethnicity:	Gender:
PIC (if available):	SID:	
Email:	Phone Number:	
Current Address:		
School/District:		
Position(s) at the District:		

Arraignment Information

All offenses should include a description (e.g., Criminal sexual conduct in the fourth degree; 257.625 Operating motor vehicle while intoxicated, third offense). Attach additional offenses on a separate page.

☐ Felony ☐ Misdemeanor Date of Arraignment:

Court: Arraignment Description:

☐ Felony ☐ Misdemeanor Date of Arraignment:

Court: Arraignment Description:

Page 1 of 1 2022-0809

608 W. Allegan Street, Lansing, MI 48933 ~ Phone: 517-241-5000 ~ E-Mail: MDE-EducatorHelp@michigan.gov