

**MASTER AGREEMENT
(CONTRACT)**

between the

Marquette Area Public Schools

and its

Non Union Personnel

July 1, 2021 – June 30, 2024

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ARTICLE I – RECOGNITION

The Marquette Area Public Schools (Board) hereby recognizes this Agreement in accordance with the applicable provisions of Act No. 379, as amended, as the collectively bargaining agreement for the personnel employed by the Board known as Non Union Personnel.

Position titles covered by this Agreement are:

Category 1 Employees, 12 Months, Administrative

Special Education Supervisor / Manager / Director

Director of Technology

Business Manager

Human Resources Manager

Category 2 Employees, 12 Months, Administrative Support

Human Resources Specialist

Technology Specialist

Programs Specialist

Secretary to the High School Principal / HS Office Manager

Administrative Assistant to the Superintendent / Board of Education

Category 3 Employee, 195 – 220 Work Days

Food Service Manager

Athletic Director

Transportation Director

Certified Occupational Therapy Assistant

ARTICLE II –EMPLOYEE RIGHTS

SECTION 1 – Termination Notice

Category 1 employees may terminate this contract by giving the Board written notice of his / her election to do so at least ninety (90) days prior to the intended termination date and such notice shall be delivered to the Superintendent. This time may be reduced by mutual agreement of the parties.

Category 2 and 3 employees may terminate this contract by giving the Board written notice of his / her election to do so at least sixty (60) days prior to the intended termination date and such notice shall be delivered to the Superintendent. This time may be reduced by mutual agreement of the parties.

SECTION 2 – Tenure Rights

Employees shall not have the right to tenure in any position which is defined as other than a classroom teacher position under the Michigan Tenure Act, as amended, or any successor statute thereto.

ARTICLE III – BOARD RIGHTS

SECTION 1 – General Powers

The Board on its own behalf and on the 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 all of its staff;
- B. To hire all staff and, subject to the provisions of the law; to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; to promote and transfer all such staff, and to establish, amend and enforce policies, and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs, or other controlled substances;
- C. To decide upon the means and methods of work; and,
- D. To determine schedules and hours of work, and the duties, responsibilities, and assignments of staff with respect thereto.
- E. The Board reserves the right to terminate the contract for incompetence, inability to perform the duties, inefficiency or misconduct of said Employee at any time, upon giving the Employee notice in writing. Additionally, this Contract may be terminated during its term pursuant to a reduction in personnel, as determined by the Board. The employee shall be given at least thirty (30) days' notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this contract.

SECTION 2 - Limitations

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.

ARTICLE IV – LEAVES OF ABSENCE

Personal Days:

Over the life of this Agreement, employees shall earn five (5) personal days per school year. Except for illness, death in the immediate family, or Act of God Days, personal days may be used only at times when, in the supervisor's discretion, the employee's absence will not be significantly disruptive to normal school operations. Personal Business Leave may not be carried over or have a payout provision.

Category 2 Hourly Employees may use compensatory, personal, or vacation time for "waived" Act of God Days.

Act of God Days:

Up to two non-cumulative Act of God days for Category 1, 2, and 3 employees may be used for "waived" Act of God Days. They will not transfer to any other type of leave or accumulate at year end. In the event no "waived" Act of God days occur prior to the beginning of Spring Break, these Act of God days may be used during Spring Break and/or after the last day of instruction through June 30.

Sick Leave:

Category 1, 2 and 3 employees will accrue one paid sick leave day per month for a total of 12 paid sick leave days per year with a maximum accumulation of 200 days.

Funeral / Bereavement Leave:

Category 1, 2 and 3 employees shall be granted three (3) days paid leave of absence (not to be subtracted from sick leave) for death in the immediate family to be taken at the time of the funeral provided the Employee actually attends the funeral. Immediate family shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, sibling of spouse, brother, sister, child, or any person who lives in the immediate household. Two (2) additional days shall be granted by the Superintendent, deducted from Employee's sick leave, upon request as needed (such days deducted from sick leave may include leave for death of brother-in-law and sister-in-law).

Holidays:

Category 1 and 2 employees will be granted the following ten (10) paid holidays per year: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve.

Vacation:

Category 1 employees shall earn vacation at the rate of 1.67 days per month for an annual Employee allocation of twenty (20) vacation days. The Employee shall be eligible to use the annual vacation day allotment at the start of each contract year, but in the event the Employee leaves their position prior to the end of the contract year, the Employee shall be obligated to reimburse the school district a pro-rated amount equivalent to the applicable per diem rate for any vacation days that were not accrued.

Any accumulated vacation days not used at the time of termination of employment will be paid to the Employee at their daily rate. Vacation days may be accumulated from year to year. The employee shall not exceed more than thirty (30) days at the end of any year (June 30th).

Category 2 employees shall earn vacation days at the rate of .83 days per month for an annual Employee allocation of ten (10) days for the first through second years of district employment. The Employee shall be eligible to use the annual vacation day allotment at the start of each contract year, but in the event the Employee leaves their position prior to the end of the contract year, the Employee shall be obligated to reimburse the school district a pro-rated amount equivalent to the applicable per diem rate for any vacation days that were not accrued.

Any accumulated vacation days not used at the time of termination of employment will be paid to the Employee at their daily rate. Vacation days may be accumulated from year to year, except the employee shall not exceed more than fifteen (15) days at the end of any year (June 30th). Unused vacation days in excess of the fifteen (15) days will be forfeited.

After two (2) years of district service the annual vacation allocation will be increased to fifteen days annually. The carry forward amount allowable will also increase to a total possible bank of 22.5 days.

After five (5) years of district service the annual vacation allocation will be increased to twenty (20) days annually. The carry forward amount allowable will also increase to a total possible bank of 30 days at the end of any year (June 30th).

Jury Duty:

Full time employees shall be granted jury leave with pay for the period they are required to serve. Such leave shall be reported to the supervisor and/or department head. Jury pay stipends will be turned in to MAPS' business office excluding mileage and/or lodging if applicable.

ARTICLE V - PROFESSIONAL COMPENSATION

Salary:

Compensation for the 2021-2022 school year will include a 3.75% increase for Category 1, 2 and 3 employees by individual contract.

Compensation for the 2022-2023 school year will include a 3.75% increase for Category 1, 2 and 3 employees by individual contract.

Compensation for the 2023-2024 school year will include a 3.5% increase for Category 1, 2 and 3 employees by individual contract.

Retirement:

As a public school employee, Non Union Personnel will be eligible for retirement benefits in accordance with the Michigan Public School Employees Retirement System (MPSERS).

Tax Sheltered Annuity:

For Category 1, 2 and 3 employees, the Board will pay an annual amount towards a Tax Sheltered Annuity with a vendor that is part of the MAPS 403B plan. Category 1 employees shall receive \$2,200 annually and Category 2 and 3 employees shall receive \$1,000 annually.

Advanced Education Recognition:

For Category 1, 2 and 3 employees, the Board will pay an annual amount of \$2,000 for the attainment of an advanced degree that is approved by the superintendent for job relativity with the first pay in August..

ARTICLE VI – INSURANCE BENEFITS

SECTION 1- Fringe Benefits

For Category 1, 2 and 3 employees electing medical and/or non-medical benefits:

From July 1, 2020 through June 30, 2021, the Board provided annualized premium contribution amount for health insurance benefits shall not exceed the established State Hard Cap amount unless Board elects to comply with Section 4 of PA 152, 2011 for an 80% contribution amount. For dental, vision, life and disability insurance benefits, the Board provided annualized premium contribution amount shall be 100% of the annual premiums.

Employees electing the non-medical benefit plan also receive, pursuant to the Employer's IRS qualified Section 125 Plan, \$3,200 per year in cash paid in equal payments throughout the school year, which may, to the extent permitted by such Plan, be used to purchase Tax Sheltered Annuities from companies acceptable to the Employer.

Hospitalization

If an Area Purchasing Agreement (APA) is in place, the plan selection and premiums are determined by the Coalition Team of the APA.

Health Savings Account

MESSA ABC plans include Health Savings Accounts for the high deductible plans. The Board will deposit equally to category 1, 2 and 3 employees the amount over the total group premiums up to the calculated hard cap in total. The board will not contribute to an H.S.A. under Section 4 (80%) of P.A. 152, 2011.

Long term disability

Provided at the time that the employee has met the minimum service eligibility requirements of the insurer, the board shall provide a disability income plan with or comparable to the terms outlined in the MESSA PAK.

Dental insurance

The board shall provide a dental insurance plan with or comparable to delta dental with coverage of 100/90/80/80 with \$1500 annual max and \$2000 lifetime max on ortho.

Vision insurance

The board shall provide a vision insurance plan with or comparable to vsp3-plus.

Life insurance

The board shall provide life insurance coverage equal to two times the employee's annual salary, rounded to the nearest \$1,000.

Dependent life

The board shall provide a dependent life plan with or comparable to MESSA.

ARTICLE VII– MISCELLANEOUS PROVISIONS

SECTION 1 – Emergency Financial Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

SECTION 2 – Professional Development

The Board will pay for employees to attend work related educational activities, professional development, organization memberships and conferences as approved by the supervisor.

SECTION 3 – Professional Certifications

Each employee will maintain their required certifications for their position and comply with all statutory requirements for fulfilling their position.

ARTICLE VIII – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until the 30th day of June 2024.

In witness whereof the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2021.

Marquette Non-Union Group

By _____
Heather Marshall, Negotiator for Group

By _____
Alex Tiseo, Negotiator for Group

Marquette Area Public Schools

By _____
William Saunders, Superintendent

By _____
James Randall, Board President

By _____
Kristen Cambensy,
Board Secretary/Treasurer

**Letter of Agreement
between the
Non Union Personnel (“Association”)
and the
Marquette Area Public Schools (“District”)**

COVID-19 Leave

Rationale. The COVID-19 pandemic has had a profound impact on operations within Marquette Area Public Schools, and perhaps a longer impact than expected. To provide for the safety and welfare of the District’s students and employees, authorizing the implementation of leave as described below shall encourage eligible employees to not work in person under the identified circumstances. For purposes of this Agreement, this leave will be known as “COVID-19 Leave.”

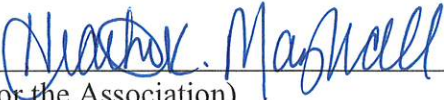
The parties agree as follows:

1. **Effective Dates.** COVID-19 leave is available from July 1, 2021, through June 30, 2022. Leave will apply retroactively from July 1, 2021, until the date of Agreement.
2. **Application.** COVID-19 leave is available to an employee who provides written or virtual proof of a positive COVID-19 test result, or a written or virtual order to isolate/quarantine from the health department. COVID-19 Leave allocation will be up to ten (10) regular scheduled workdays, as outlined in the required documentation, to the employees’ sick leave.
3. **MDHHS Guidance.** The isolation/quarantine standard shall be in accordance with the Michigan Department of Health and Human Services Guidance (MDHHS Guidance) dated September 8, 2021, or any successor MDHHS Guidance issued before June 30, 2022.
4. **Return to Work.** An employee shall return to work pursuant to the MDHHS Guidance and District Policy, and not be eligible for continued COVID-19 leave.
5. **Conformity to Collective Bargaining Agreement.** The terms of this Agreement have been developed through the collective bargaining process between the District and the Association. Accordingly, the District and the Association acknowledge and agree that nothing in this Agreement will be regarded as inconsistent with or contrary to the terms of their current collective bargaining agreement or any successor contract.
6. **Conformity to Law.** If any provision or application of this Agreement is determined to be invalid or contrary to law by a court or administrative District, such provision shall be severed (to the extent required by law) but the remaining provisions of this Agreement shall not be affected unless the severance results in a material change in the benefits or rights of any party under this Agreement. In the latter event, the party claiming to be adversely affected shall give prompt written notice to the other party and shall confer with that party regarding an appropriate resolution of the matter.
7. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Michigan.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter.


9. **Non-Precedential.** This Agreement does not constitute the establishment of a precedent, custom, practice, or binding working condition as to the interpretation, enforcement, or application of this Agreement between the parties, or any successor labor agreement between them as to any situation or circumstance other than the matter specifically addressed in this Agreement.

10. **Sunset Provision.** This agreement expires on July 1, 2022.



(For the Association)

1/14, 2022



(For the District)

1/14, 2022