MABA - MAPS, 2024-2027 CONTRACT

Table of Contents

ARTICLE I – RECOGNITION	
ARTICLE II – MABA AND EMPLOYEE RIGHTS	2
ARTICLE III – BOARD RIGHTS	4
ARTICLE IV – VACANCIES AND PROMOTIONS	6
ARTICLE V – LEAVES OF ABSENCE	. 7
ARTICLE VI – OTHER	10
ARTICLE VII - PROFESSIONAL COMPENSATION	11
ARTICLE VIII - GRIEVANCE PROCEDURE	13
ARTICLE IX – WORK YEAR	16
ARTICLE X – SEVERABILITY	17
ARTICLE XI – ALL INCLUSIVE AGREEMENT	17
ARTICLE XII- MISCELLANEOUS PROVISIONS	17

ARTICLE I - RECOGNITION

The Marquette Area Public Schools (Board) hereby recognizes the Marquette Area Building Administrators (MABA), in accordance with the applicable provisions of Act No. 379, as amended, as the exclusive collective bargaining representative for the personnel employed by the Board as building administrators (principals and assistant principals), as follows. Position titles in the MABA membership and covered by this Agreement are:

High School Principal Middle School Principal Assistant Principals Elementary School Principals

The Board agrees not to negotiate on matters covered by the law with any administrative organization other than the MABA for the duration of this agreement. However, nothing contained herein shall be construed to prevent any individual building administrator from presenting an individual grievance and having that grievance adjusted without intervention of the MABA, provided the MABA has been given an opportunity to be present at such adjustment and provided the adjustment is not inconsistent with the terms of this agreement.

The Board agrees to continue its policy of non-discrimination against building administrators on the basis of race, creed, color, age, national origin, sex, marital status, or membership, participation in, or association with any professional education organizations.

ARTICLE II - MABA AND EMPLOYEE RIGHTS

- 1. The Board, prior to changing or adopting any major job classification duties or work rules having direct and significant application to the employment conditions of building administrators, will notify the MABA, in writing, one month in advance of the scheduled Board action to allow the MABA to make a recommendation to the Board.
- 2. The MABA shall have the right to use school buildings and facilities for meetings, use of office equipment, and inter-school mail service.
- 3. The Board agrees to furnish, within a reasonable time, information requested by the MABA, concerning the finances of the District.
- 4. No building administrator shall be required to perform duties outside the bargaining unit on a regular basis unless mutually agreed upon between the Board and the MABA.

- 5. Tenure. Administrator agrees that [he/she] shall not be deemed to be granted continuing tenure in the position initially assigned or to which [he/she] may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act. If removed from a Building Administrator's position, the building administrator will be given credit on the Salary Schedule of the Marquette Area Public Schools teacher's bargaining unit consistent with the total number of years served in the District in a position which required a teaching certificate.
- 6. Any building administrator shall have the right to inspect his/her District Office personnel file upon proper notification to the Superintendent or his designee.
- 7. Each building administrator shall have the responsibility and authority to assign building staff to best meet the overall needs of the students. For assignment purposes, building staff shall not include personnel (professional or other) performing service in Special Education or personnel (professional or other) performing service in more than one building on a regular basis. Such assignment will be made by the Superintendent or his/her designee, considering the advice of the affected building administrators, in accordance with Board Policy and any applicable Master Agreement.
- 8. A written complaint from any source against a building administrator will be called to the attention of the individual by the Superintendent or another Central Office Administrator within ten (10) working days. No complaint will be placed in a building administrator's personnel file without the knowledge of the building administrator.
- 9. The Marquette Area Public Schools Drug and Alcohol Testing Policy shall be applied to building administrators as "Drivers" under the policies, and in their capacity as building administrators, except that "Random Testing" shall not apply to building administrators. The "Work Related Period" under each of the aforementioned policies shall, for purposes of application to building administrators, include the building administrator's regular work day and any activity that the building administrator has been previously scheduled to attend but, shall not include times when the building administrator is not anticipated to work, but, has been called out to respond to an emergency situation.

ARTICLE III – BOARD RIGHTS

SECTION 1

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. **Termination.** Throughout the term of this Contract, the Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for a violation of Board policy or for any reasons that are not arbitrary or capricious. The Superintendent shall notify the Administrator in writing of the reason(s) for the recommendation of termination. The Administrator shall have the right, upon their written request, to an open or closed hearing before the Board concerning the recommendation for termination. Such a request must be received by the Board within five (5) days of the Administrator's receipt of the Superintendent's notice. If a hearing is requested, the hearing must be held before the Board takes action on the recommendation for termination. The hearing need not be conducted using formal trial or evidentiary procedures, but the Administrator will be afforded applicable due process to respond to the recommendation for termination.
- B. <u>Contract Nonrenewal</u>. As required by Revised School Code Section 1229(2), the Board shall provide notice of nonrenewal to Administrator at least sixty (60) days before the Contract's expiration. The Board's decision not to continue or renew Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.
- C. <u>Layoff</u>. This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator 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.
- D. **Reassignment/Transfer.** The Administrator shall be subject to reassignment and/or transfer into a new or different administrative position at the sole discretion of the Board or the Superintendent. In the event that the Administrator is reassigned to a different position, they will be provided with a written statement of the reason for the transfer. The Board may adjust the Administrator salary if it acts to reassign or transfer the Administrator to another position.
- E. <u>Insurance Carrier</u>. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, as determined and maintained by Board during this Contract. The Board reserves the right to self-fund any of the above benefits. Additionally, the Board shall not be required to remit premiums for any insurance coverages for Administrator and [his/her] eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or

- policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the insurance coverage. The District, by payment of the premium payments required to provide insurance coverage, shall be relieved from all liability with respect to insurance benefits.
- F. Premium Contributions. Administrator agrees that Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages, as may be determined by the Board and in its discretion. This contribution shall not be less than the amount determined by Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. If PA 152 is repealed during the term of this Contract, the District's contribution shall remain capped at the previous PA 152 levels, with annual increases requiring the percentage increase in the premium costs up to three (3) percent per year. The Board shall determine annual increases for percentage increases to premium costs. The Board will notify Administrator of the insurance costs including taxes, assessments, and copayments or which [he/she] is responsible in excess of Board paid premium contributions, subject to payroll deduction.
- G. Retirement Contribution. Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Administrator's behalf, contribute to the Michigan Public School Employees' Retirement System (MPSERS), those amounts (exclusive of MIP contributions) as required by law. All items under this Contract's compensation section are direct compensation for contractual duties performed by the Administrator and the District will pay all applicable MPSERS contributions on that direct compensation.
- **H.** To the executive management and administrative control of the school system and its properties and facilities and the activities of all of its staff;
- I. 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;
- J. To decide upon the means and methods of work; and,
- **K.** To determine schedules and hours of work, and the duties, responsibilities, and assignments of staff with respect thereto.

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.

ARTICLE IV – VACANCIES AND PROMOTIONS

- 1. Vacant administrative positions, including newly created positions, shall be shared in writing with all building administrators. The communication shall contain the responsibilities and duties of the position and set forth the desired qualifications.
- 2. Building administrators who apply for any bargaining unit position for which they are qualified by training and/or experience shall be interviewed. For administrative positions outside the bargaining unit, MABA candidates shall be given preference for an interview over candidates outside the bargaining unit.

ARTICLE V – LEAVES OF ABSENCE

1. Personal Days:

Over the life of this Agreement, all building administrators shall earn four (4) personal days per school year. One unused Personal Day may be carried over to the following year with the approval of the Superintendent. Except for illness, or death in the immediate family, personal days may be used only at times when, in the Superintendent's discretion, the building administrator's absence will not be significantly disruptive to normal school operations. Personal Days will be approved in advance by the Superintendent.

2. Sick Leave:

All building administrators employed full-time will have available a total of twelve (12) cumulative sick leave days for any school year to be used as defined herein. Building administrators employed less than full-time will have available a total of twelve (12) sick leave days for any school year pro-rated in direct proportion to FTE. Unless used as defined herein, each building administrator's current accumulated sick leave, earned in the District, will be kept in the building administrator's sick leave bank. Administrators' sick leave will accumulate to a maximum of 200 days. Upon departure from the District, accumulated sick days will be paid out at a rate of \$100 per day. All such days used in excess of twelve (12) days for any school year shall be deducted from the building administrator's sick leave bank.

Not more than five (5) such sick leave days may be used for illness in the immediate family, and not more than five (5) such Sick Leave days may be used for bereavement in the immediate family; with immediate family defined as spouse, parent of current spouse, step-child, child, step-parent, parent, step-sibling, sibling, sibling of current spouse, aunt or uncle, grandparents, and grandchildren. Building administrators may be required to furnish medical certification for continued or extended illness of more than three (3) days, where the building administrator has accumulated five (5) sick leave occurrences during the current school year, or where the District believes that the building administrator has abused sick leave.

For any given year within this contractual agreement, with the Superintendent's approval, bargaining unit members shall be allowed to donate up to five (5) sick days to other bargaining members in serious circumstances, documented by a physician.

Medical certification as used in this agreement means verification by a duly licensed physician, or other medical personnel acceptable to the District, that they performed a medical examination of the building administrator (or immediate family member) and that the building administrator has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the building administrators inability to perform their or otherwise substantiating the medical opinion given. The medical certification must include the physician's diagnosis and, for immediate family members, the need for the building administrators absence from work. Any

requirement in this agreement for medical certification includes medical recertification (s) whenever required by the District. Medical recertification (s) will, unless otherwise specifically provided, be at the building administrator's expense, and will be retained in the confidential medical file.

Medical examination (s) as used in this agreement means physical and psychiatric/psychological examinations to establish or re-establish the building administrator's fitness, or inability, to perform their work.

- A. If the District believes that the building administrator is not physically and/or mentally able to perform their work, the District may require the building administrator to undergo a medical examination in accordance with the provisions contained herein.
- b. The District shall indicate in writing the reason (s) for requiring an examination, including the conduct of the building administrator that led the District to question whether or not the building administrator was physically and/or mentally able to perform his/her duties.
- c. The building administrator shall be examined by a physician selected and paid for by the District.
- d. The physician shall provide the District with his/her conclusion regarding whether or not the building administrator is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the building administrator's ability to perform his/her duties. The District shall only be entitled to medical or psychological information directly related to the building administrator's ability to perform his/her duties.
- e. If, as a result of this examination, the physician states that the building administrator cannot return to work, the building administrator shall have the right to be examined by his/her own personal physician, at the building administrator's expense.
- f. If there is conflict between the opinion of the two physicians, the building administrator shall have the right to a third opinion. The third physician shall be selected and paid for by the District, and shall be from a different facility, corporation, or practice than the first District selected physician.
- g. The building administrator shall not lose pay or sick leave for work time lost during testing.
- h. The building administrator shall receive a complete copy of all physician's reports or findings. To protect the building administrator's privacy rights, the building administrator shall determine whether or not to provide the District with copies of the physician's reports and findings, except for the information that is required to be provided by #4 stated previously.

- i. If, as a result of these provisions, a building administrator is placed on involuntary leave or the District takes other action (s) which the building administrator disputes, the building administrator may utilize the grievance procedure contained in this agreement.
- j. These provisions are not intended to restrict any of the building administrator's legal rights, including rights pursuant to Michigan's workers compensation laws.

3. Sabbatical Leave

The Board agrees that if a building administrator has completed seven years of service as building administrator within the District, he/she may be granted a sabbatical leave with Board approval. The building administrator on leave shall receive half pay and fringe benefits as described in Section 2 of Article VII for the period of the leave of up to one school year based on the current salary of the position which he/she holds. While on sabbatical leave, seniority will accrue. Upon return, the building administrator will be restored to his/her former position and be granted credit on the MABA salary schedule. If he or she stays less than 24 months after returning from the leave, he or she will reimburse the District (either directly or by payroll deduction from remaining pay, if any) all compensation and fringe benefits received.

4. Special Discretionary Leave

A special or discretionary leave may be granted under certain circumstances to a building administrator by the Board upon recommendation of the Superintendent.

5. Military Leave

A military leave of absence shall be granted to any building administrator in compliance with applicable laws.

6. Returning from Leave

Except for sabbatical leave, building administrators returning from leave shall be reemployed in a same (or similar) position.

- 7. MABA shall be notified in writing of the contractual terms and conditions of leaves affecting building administrators.
- 8. A building administrator on leave for a school year shall notify the Superintendent in writing by March 15 of the year of their leave of their intentions regarding return from leave.

ARTICLE VI – OTHER

- Qualifications. The Administrator represents that [he/she] will obtain and maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Administrator agrees, as a condition of [his/her] continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board, and to maintain current training on the evaluation tool for teachers if evaluating teachers is an assigned function of Administrator's position. If, at any time, the Administrator fails to maintain all necessary certificates, credentials, requirements and/or qualification or fails to satisfy any continuing education and training requirements, as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder. The Administrator shall supply copies of all current certificates. credentials, and continuing education credits to the Superintendent at least thirty (30) days prior to the first day of employment. The Administrator shall supply copies of future certificates, credentials, and continuing education credits to the Superintendent within thirty (30) days of completion.
- 2. Performance. Administrator agrees to devote [his/her] talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and to carry out the educational programs and policies of the District during the entire term of this Contract. Administrator agrees to diligently and competently discharge [his/her] duties on behalf of the Board to enhance the operation of the District and will use [his/her] best efforts to maintain and improve the quality of the programs and services of the District. The Administrator will not perform professional services outside their professional duties or perform work for any other employer or entity without Board approval.
- 3. Evaluation. The Superintendent, or his or her designee, shall evaluate the performance of the Administrator at least annually by June 30 of each Contract year in accordance with Sections 1249 and 1249b of the Revised School Code (or its successor provisions), and shall provide the Administrator with a written report of this evaluation. The Administrator shall have the right to appeal [his/her]evaluation pursuant to MCL 380.1249b(1)(p).
- **Resignation.** Administrator shall provide at least (60) days' written notice to the Board of [his/her] intent to resign and terminate this Contract, unless the parties mutually agree to a different timeline.
- 5. The Board will provide up to \$275, for each building administrator, on an annual basis for educational activities approved by the Superintendent. During a multi-year contract, this amount may be combined and used to fund one activity (e.g. the

administrator may submit a bill for \$550 to fund one activity during the first or second year of a two year agreement). The administrator agrees to reimburse the District if he/she does not complete their contract.

ARTICLE VII - PROFESSIONAL COMPENSATION

1. Compensation for the 2024-2027 contract years will occur as follows:

a. 2024-2025: Step + 3%
b. 2025-2026: Step + 2.25%
c. 2026-2027: Step + 2.25%

In the event an administrator is hired who does not have a master's degree, that administrator will be paid for their administrative portion as follows:

• The Master's Lane will be reduced based on the current MABA lane factor calculation. The lanes less than the Master's level will be based on the format of BA and BA+18 graduate credits.

2. Fringe Benefits

3. The Board agrees to provide premium payments in accordance with Public Act 152 of 2011; Section 3 or 4, as described below for employee Medical and Non-Medical Benefit Plans for a Coverage Year of twelve (12) months (July 1through June 30) provided the individual is employed full-time. Employees employed less than full-time will be prorated accordingly as described in the applicable section of Article IX.

The Board provided premium contributions for an employee's applicable Medical Plan shall not exceed the maximum allowed under Public Act 152 for Section 4 if elected by the Board of Education prior to June 30, otherwise the Section 3 hard caps as posted by the State.

The Board provided premium contributions for an employee's Non-Medical Benefit Plans shall be 100% of the total annual costs.

Employees will also pay all deductibles, co-pays, payments into health savings accounts and flexible spending accounts associated with the employee Medical and Non-Medical Benefit Plans.

Any portion of the actual applicable plans Coverage Year's 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.

The Board will contribute toward insurance premiums for District building administrators employed full-time to provide insurance coverage substantially equivalent to:

Plan A, Medical and Non-Medical Benefit Plan:

- A. Health insurance: One of the plans in the APA agreement as decided by the APA Coalition team. The Employee will pay any amount exceeding the allowed employer share under Section 3 or 4 of Public Act 152, 2011 towards the monthly insurance premiums for health insurance (July 1 June 30), via payroll deduction of twenty-six (26) pays:
- B. A building administrator not electing health insurance will receive the Plan B, Non-Medical Benefit Plan (dental, vision, life, dependent life, disability, and survivor income insurances) and, pursuant to the Employer's IRS qualified Section 125 Plan, \$266.67 cash per month to be paid in equal payments, which may, to the extent permitted by such Plan, be used to purchase additional optional benefits or annuities from companies acceptable to the Employer.
- C. Dental benefit with Class IA at 100%, Class IB at 90% and Class II at 80% with \$1,500 annual maximums; Class III at 80% with \$2,000 lifetime maximum. Increased Dental Benefits effective 8/1/2021 per MESSA
- D. Vision benefit Plan VSP 3 Plus or equivalent.
- E. LTD benefit based on 66 2/3% of annual salary to a maximum benefit of \$7,500 per month, with a 30 calendar day qualification period.
- F. Term life insurance at two times salary with AD&D, term dependent life insurance at \$2,000.
- G. Survivor Income Plan.
- H. Liability insurance for performance of their duties, except where proven negligent, in the amount of \$7,000,000.00.

The Board will pay premiums for District building administrators employed less than full-time to provide, on a pro-rated basis in direct proportion to actual FTE insurance coverage substantially equivalent to the foregoing, provided, that eligibility criteria is met. Term life insurance for building administrators employed less than full-time shall be \$25,000.00.

1. The Board will pay dues for one association, which includes liability coverage, for all building administrators.

- 2. Building administrators required to work extra days beyond their normal work year, as defined in Article XII "Work Year", will be compensated at the established daily rate for said extra days.
- 3. The Board will budget \$5,000 per year for building administrators to attend conferences approved by the Superintendent.
- 4. Nothing in this agreement would prohibit a building administrator from receiving an award for recognition of excellence in performance pursuant to a policy of the Board of Education.
- 5. Each year the Board shall pay, by August 31, \$3,500 into an annuity of the building administrator's choice.
- 6. The District shall provide the Administrator with \$750 for other expenses related to job duties, payable on the first pay period of the contractual year.

ARTICLE VIII - GRIEVANCE PROCEDURE

1. Definition

- a. A "grievance" is a dispute or claim involving only the application or interpretation of this agreement.
- b. Any grievance not filed within five (5) working days from the time the member knew or should have known of the alleged violation, if they exercised reasonable diligence and attention to the matter, shall be considered automatically closed. In no event shall the grievance be presented more than thirty (30) calendar days from the date of the occurrence or non-occurrence. The term occurrence or non-occurrence shall be deemed to include the time at which such action is effectively taken by the District notwithstanding that actual implementation of such action may take place at some future date.
- c. The term "building administrator" may include a group of building administrators who are similarly affected by a grievance.
- d. The term "days" when used in this Article, except as otherwise indicated, means Monday through Friday inclusive. However, except for the summer recess, legal holidays and all other recesses shall not be counted as days under this section.

2. Purpose

The primary purpose of this procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievances raised. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of such procedure.

3. Procedure

- a. <u>Level One:</u> The building administrator with a grievance shall first discuss the matter with the Superintendent, or his designee, alone or with his/her representative present, with the objective of resolving the matter. The Superintendent shall make his/her decision known within ten (10) days following said conference.
- b. <u>Level Two:</u> If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Level 1, 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.
- c. <u>Level Three</u>: If the grievance is not satisfactorily resolved by the Personnel Committee, the MABA may, within ten (10) days, appeal the decision to impartial arbitration by sending a request to the American Arbitration Association requesting their services. The selection of an arbitrator and conduction of the hearings will be in accordance with their procedures. The decision of the impartial arbitrator shall be final and binding on all parties. The expenses and fees, if any, of the impartial arbitrator shall be shared equally by both parties.

4. Arbitration

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The Arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- b. Shall have no power to establish salary schedules or fringe benefits or change any salary schedules or fringe benefits.
- c. Shall have no power to rule on any prohibited subjects of bargaining.
- d. His/her powers shall be limited to deciding whether the District or the MABA or the building administrator has violated the express written articles or sections of this Agreement, and shall not imply obligations and conditions binding upon the District or the MABA from this agreement.
- e. There shall be no appeal from an arbitrator's decision, if within the scope of his/her authority, as set forth above. It shall be binding on the MABA, its building administrators, the employee or employees involved, and the District.

- f. The fees and expenses of the arbitrator shall be shared equally by the District and the MABA. 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.
- g. All grievances must be filed in writing within five (5) working days from the time the member knew or should have known that the alleged violation had occurred. The District shall not be required to pay back wages more than five (5) days prior to the date a grievance is filed.
 - 1. All claims for back compensation shall be limited to the amount of wages that the building administrator would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay claim.
 - 2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE IX - WORK YEAR

As salaried staff, the work year for all building administrators shall include all days that teaching staff are scheduled, or required to be present. Act of God days (scheduled days of student instruction which are not held because of conditions not within the control of the school authorities) shall not be considered as scheduled or required teaching staff days, and may require the MABA work year to go beyond June 30 without additional compensation.

Full and part-time building administrators shall be expected to report according to the following schedule:

	<u>EL</u>	<u>MS</u>	<u>HS</u>	<u>A/P</u> *
Total days	209	213	226	206

Building administrators shall be expected to report ten (10) work days prior to the first student attendance day. All building administrators will remain at least ten (10) work days after the last student attendance day; work all days school is in session and all professional development days. The remaining work days shall be flex days based on total contract days. Prior to July 1 each year, all building administrators will individually establish tentative flex day schedules, to be approved by the Superintendent or designee. Changes to initial flex day schedules must be approved in advance by the Superintendent or designee. Assistant principals will establish flex days schedules through respective building principals.

ARTICLE X – SEVERABILITY

If any provision of the agreement or any application of the agreement to any building administrator or group of building administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The terms of this Agreement shall supersede any expressly conflicting or contrary terms governing the same subject matter continued in any individual contract of employment between the Board and an Administrator covered by this Agreement. The terms of this Agreement shall prevail over the terms of any individual contract of employment to the extent of any express inconsistency or conflict.

ARTICLE XI – ALL INCLUSIVE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the MABA for the life of this agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered in this Agreement shall continue to be subject to the Board's discretion and control.

ARTICLE XII- MISCELLANEOUS PROVISIONS

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

Article XIII – DURATION OF AGREEMENT

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

Marquette Area Building Administrators

Marquette Area Public Schools

2).

MABA President

Zack Sedgwick, Superintendent

By:

Kristen Cambensy, Board of Education

By:

By James Hewitt, Board of Education

Secretary/Treasurer

Appendix A-1 ASSISTANT PRINCIPAL SALARY SCHEDULE

STEP	MA 206 DAYS	MA+40 206 DAYS	ED.S./PHD 206 DAYS
1	\$ 84,294	\$ 86,825	\$ 89,430
2	\$ 86,823	\$ 89,430	\$ 92,113
3	\$ 89,428	\$ 92,113	\$ 94,876
4	\$ 92,111	\$ 94,876	\$ 97,722
5	\$ 94,874	\$ 97,722	\$ 100,654
6	\$ 97,720	\$ 100,654	\$ 103,674
7	\$ 100,652	\$ 103,674	\$ 106,784
8	\$ 103,672	\$ 106,784	\$ 109,988
9	\$ 103,672	\$ 106,784	\$ 109,988
10	\$ 103,672	\$ 106,784	\$ 109,988
11	\$ 103,672	\$ 106,784	\$ 109,988
12	\$ 106,782	\$ 109,988	\$ 113,288
13	\$ 107,850	\$ 111,088	\$ 114,421
14	\$ 107,850	\$ 111,088	\$ 114,421
15	\$ 107,850	\$ 111,088	\$ 114,421
16	\$ 107,850	\$ 111,088	\$ 114,421
17	\$ 107,850	\$ 111,088	\$ 114,421
18	\$ 107,850	\$ 111,088	\$ 114,421
19	\$ 107,850	\$ 111,088	\$ 114,421
20	\$ 111,086	\$ 114,421	\$ 117,854

Appendix A-1 Continued ASSISTANT PRINCIPAL SALARY SCHEDULE

STEP	MA 206 DAYS	MA+40 206 DAYS	ED.S./PHD 206 DAYS
1	\$ 86,191	\$ 88,779	\$ 91,442
2	\$ 88,777	\$ 91,442	\$ 94,185
3	\$ 91,440	\$ 94,185	\$ 97,011
4	\$ 94,183	\$ 97,011	\$ 99,921
5	\$ 97,008	\$ 99,921	\$ 102,919
6	\$ 99,918	\$ 102,919	\$ 106,007
7	\$ 102,916	\$ 106,007	\$ 109,187
8	\$ 106,003	\$ 109,187	\$ 112,463
9	\$ 106,003	\$ 109,187	\$ 112,463
10	\$ 106,003	\$ 109,187	\$ 112,463
11	\$ 106,003	\$ 109,187	\$ 112,463
12	\$ 109,183	\$ 112,463	\$ 115,837
13	\$ 110,275	\$ 113,588	\$ 116,995
14	\$ 110,275	\$ 113,588	\$ 116,995
15	\$ 110,275	\$ 113,588	\$ 116,995
16	\$ 110,275	\$ 113,588	\$ 116,995
17	\$ 110,275	\$ 113,588	\$ 116,995
18	\$ 110,275	\$ 113,588	\$ 116,995
19	\$ 110,275	\$ 113,588	\$ 116,995
20	\$ 113,583	\$ 116,996	\$ 120,505

Appendix A-1 Continued ASSISTANT PRINCIPAL SALARY SCHEDULE

2020-2027			
	MA	MA+40	ED.S./PHD
STEP	206 DAYS	206 DAYS	206 DAYS
1	\$ 88,130	\$ 90,777	\$ 93,499
2	\$ 90,774	\$ 93,500	\$ 96,304
3	\$ 93,497	\$ 96,305	\$ 99,193
4	\$ 96,302	\$ 99,194	\$ 102,169
5	\$ 99,191	\$ 102,170	\$ 105,234
6	\$ 102,167	\$ 105,235	\$ 108,391
7	\$ 105,232	\$ 108,392	\$ 111,643
8	\$ 108,389	\$ 111,644	\$ 114,992
9	\$ 108,389	\$ 111,644	\$ 114,992
10	\$ 108,389	\$ 111,644	\$ 114,992
11	\$ 108,389	\$ 111,644	\$ 114,992
12	\$ 111,641	\$ 114,993	\$ 118,442
13	\$ 112,757	\$ 116,143	\$ 119,626
14	\$ 112,757	\$ 116,143	\$ 119,626
15	\$ 112,757	\$ 116,143	\$ 119,626
16	\$ 112,757	\$ 116,143	\$ 119,626
17	\$ 112,757	\$ 116,143	\$ 119,626
18	\$ 112,757	\$ 116,143	\$ 119,626
19	\$ 112,757	\$ 116,143	\$ 119,626
20	\$ 116,140	\$ 119,627	\$ 123,215

Appendix A-2 ELEMENTARY PRINCIPAL SALARY SCHEDULE

STEP	MA 209 DAYS	MA+40 209 DAYS	ED.S./PHD 209 DAYS
1	\$ 85,526	\$ 88,091	\$ 90,735
2	\$ 88,092	\$ 90,734	\$ 93,457
3	\$ 90,735	\$ 93,456	\$ 96,261
4	\$ 93,457	\$ 96,260	\$ 99,149
5	\$ 96,261	\$ 99,148	\$ 102,123
6	\$ 99,149	\$ 102,122	\$ 105,187
7	\$ 102,123	\$ 105,186	\$ 108,343
8	\$ 105,187	\$ 108,342	\$ 111,593
9	\$ 105,187	\$ 108,342	\$ 111,593
10	\$ 105,187	\$ 108,342	\$ 111,593
11	\$ 105,187	\$ 108,342	\$ 111,593
12	\$ 108,343	\$ 111,592	\$ 114,941
13	\$ 109,426	\$ 112,708	\$ 116,090
14	\$ 109,426	\$ 112,708	\$ 116,090
15	\$ 109,426	\$ 112,708	\$ 116,090
16	\$ 109,426	\$ 112,708	\$ 116,090
17	\$ 109,426	\$ 112,708	\$ 116,090
18	\$ 109,426	\$ 112,708	\$ 116,090
19	\$ 109,426	\$ 112,708	\$ 116,090
20	\$ 112,709	\$ 116,089	\$ 119,573

Appendix A-2 Continued ELEMENTARY PRINCIPAL SALARY SCHEDULE

STEP	MA 209 DAYS	MA+40 209 DAYS	ED.S./PHD 209 DAYS
1	\$ 87,450	\$ 90,073	\$ 92,777
2	\$ 90,074	\$ 92,775	\$ 95,560
3	\$ 92,776	\$ 95,558	\$ 98,427
4	\$ 95,559	\$ 98,425	\$ 101,380
5	\$ 98,426	\$ 101,378	\$ 104,421
6	\$ 101,379	\$ 104,419	\$ 107,554
7	\$ 104,420	\$ 107,552	\$ 110,781
8	\$ 107,553	\$ 110,779	\$ 114,104
9	\$ 107,553	\$ 110,779	\$ 114,104
10	\$ 107,553	\$ 110,779	\$ 114,104
11	\$ 107,553	\$ 110,779	\$ 114,104
12	\$ 110,780	\$ 114,102	\$ 117,527
13	\$ 111,888	\$ 115,243	\$ 118,702
14	\$ 111,888	\$ 115,243	\$ 118,702
15	\$ 111,888	\$ 115,243	\$ 118,702
16	\$ 111,888	\$ 115,243	\$ 118,702
17	\$ 111,888	\$ 115,243	\$ 118,702
18	\$ 111,888	\$ 115,243	\$ 118,702
19	\$ 111,888	\$ 115,243	\$ 118,702
20	\$ 115,245	\$ 118,700	\$ 122,263

Appendix A-2 Continued ELEMENTARY PRINCIPAL SALARY SCHEDULE

STEP	MA 209 DAYS	MA+40 209 DAYS	ED.S./PHD 209 DAYS
1	\$ 89,418	\$ 92,100	\$ 94,864
2	\$ 92,101	\$ 94,863	\$ 97,710
3	\$ 94,864	\$ 97,709	\$ 100,641
4	\$ 97,710	\$ 100,640	\$ 103,660
5	\$ 100,641	\$ 103,659	\$ 106,770
6	\$ 103,660	\$ 106,769	\$ 109,973
7	\$ 106,770	\$ 109,972	\$ 113,272
8	\$ 109,973	\$ 113,271	\$ 116,670
9	\$ 109,973	\$ 113,271	\$ 116,670
10	\$ 109,973	\$ 113,271	\$ 116,670
11	\$ 109,973	\$ 113,271	\$ 116,670
12	\$ 113,272	\$ 116,669	\$ 120,170
13	\$ 114,405	\$ 117,836	\$ 121,372
14	\$ 114,405	\$ 117,836	\$ 121,372
15	\$ 114,405	\$ 117,836	\$ 121,372
16	\$ 114,405	\$ 117,836	\$ 121,372
17	\$ 114,405	\$ 117,836	\$ 121,372
18	\$ 114,405	\$ 117,836	\$ 121,372
19	\$ 114,405	\$ 117,836	\$ 121,372
20	\$ 117,837	\$ 121,371	\$ 125,013

Appendix A-3 MIDDLE SCHOOL PRINCIPAL SALARY SCHEDULE

STEP	MA 213 DAYS	MA+40 213 DAYS	ED.S./PHD 213 DAYS
1	\$ 88,680	\$ 91,337	\$ 94,079
2	\$ 91,340	\$ 94,077	\$ 96,901
3	\$ 94,080	\$ 96,899	\$ 99,808
4	\$ 96,902	\$ 99,806	\$ 102,802
5	\$ 99,809	\$ 102,800	\$ 105,886
6	\$ 102,803	\$ 105,884	\$ 109,063
7	\$ 105,887	\$ 109,061	\$ 112,335
8	\$ 109,064	\$ 112,333	\$ 115,705
9	\$ 109,064	\$ 112,333	\$ 115,705
10	\$ 109,064	\$ 112,333	\$ 115,705
11	\$ 109,064	\$ 112,333	\$ 115,705
12	\$ 112,336	\$ 115,703	\$ 119,176
13	\$ 113,459	\$ 116,860	\$ 120,368
14	\$ 113,459	\$ 116,860	\$ 120,368
15	\$ 113,459	\$ 116,860	\$ 120,368
16	\$ 113,459	\$ 116,860	\$ 120,368
17	\$ 113,459	\$ 116,860	\$ 120,368
18	\$ 113,459	\$ 116,860	\$ 120,368
19	\$ 113,459	\$ 116,860	\$ 120,368
20	\$ 116,863	\$ 120,366	\$ 123,979

Appendix A-3 Continued MIDDLE SCHOOL PRINCIPAL SALARY SCHEDULE

STEP	MA 213 DAYS	MA+40 213 DAYS	ED.S./PHD 213 DAYS
1	\$ 90,675	\$ 93,392	\$ 96,196
2	\$ 93,395	\$ 96,194	\$ 99,082
3	\$ 96,197	\$ 99,080	\$ 102,054
4	\$ 99,083	\$ 102,052	\$ 105,116
5	\$ 102,055	\$ 105,114	\$ 108,269
6	\$ 105,117	\$ 108,267	\$ 111,517
7	\$ 108,271	\$ 111,515	\$ 114,863
8	\$ 111,519	\$ 114,860	\$ 118,309
9	\$ 111,519	\$ 114,860	\$ 118,309
10	\$ 111,519	\$ 114,860	\$ 118,309
11	\$ 111,519	\$ 114,860	\$ 118,309
12	\$ 114,865	\$ 118,306	\$ 121,858
13	\$ 116,014	\$ 119,489	\$ 123,077
14	\$ 116,014	\$ 119,489	\$ 123,077
15	\$ 116,014	\$ 119,489	\$ 123,077
16	\$ 116,014	\$ 119,489	\$ 123,077
17	\$ 116,014	\$ 119,489	\$ 123,077
18	\$ 116,014	\$ 119,489	\$ 123,077
19	\$ 116,014	\$ 119,489	\$ 123,077
20	\$ 119,494	\$ 123,074	\$ 126,769

Appendix A-3 Continued MIDDLE SCHOOL PRINCIPAL SALARY SCHEDULE

STEP	MA 213 DAYS	MA+40 213 DAYS	ED.S./PHD 213 DAYS
1	\$ 92,715	\$ 95,493	\$ 98,360
2	\$ 95,496	\$ 98,358	\$ 101,311
3	\$ 98,361	\$ 101,309	\$ 104,350
4	\$ 101,312	\$ 104,348	\$ 107,481
5	\$ 104,351	\$ 107,478	\$ 110,705
6	\$ 107,482	\$ 110,702	\$ 114,026
7	\$ 110,706	\$ 114,023	\$ 117,447
8	\$ 114,027	\$ 117,444	\$ 120,970
9	\$ 114,027	\$ 117,444	\$ 120,970
10	\$ 114,027	\$ 117,444	\$ 120,970
11	\$ 114,027	\$ 117,444	\$ 120,970
12	\$ 117,448	\$ 120,967	\$ 124,599
13	\$ 118,622	\$ 122,177	\$ 125,845
14	\$ 118,622	\$ 122,177	\$ 125,845
15	\$ 118,622	\$ 122,177	\$ 125,845
16	\$ 118,622	\$ 122,177	\$ 125,845
17	\$ 118,622	\$ 122,177	\$ 125,845
18	\$ 118,622	\$ 122,177	\$ 125,845
19	\$ 118,622	\$ 122,177	\$ 125,845
20	\$ 122,181	\$ 125,842	\$ 129,620

Appendix A-4 HIGH SCHOOL PRINCIPAL SALARY SCHEDULE

STEP	MA 226 DAYS	MA+40 226 DAYS	ED.S./PHD 226 DAYS
1	\$ 97,722	\$ 100,655	\$ 103,675
2	\$ 100,654	\$ 103,675	\$ 106,785
3	\$ 103,674	\$ 106,785	\$ 109,989
4	\$ 106,784	\$ 109,989	\$ 113,289
5	\$ 109,988	\$ 113,289	\$ 116,688
6	\$ 113,288	\$ 116,688	\$ 120,189
7	\$ 116,687	\$ 120,189	\$ 123,795
8	\$ 120,188	\$ 123,795	\$ 127,509
9	\$ 120,188	\$ 123,795	\$ 127,509
10	\$ 120,188	\$ 123,795	\$ 127,509
11	\$ 120,188	\$ 123,795	\$ 127,509
12	\$ 123,794	\$ 127,509	\$ 131,334
13	\$ 125,032	\$ 128,784	\$ 132,647
14	\$ 125,032	\$ 128,784	\$ 132,647
15	\$ 125,032	\$ 128,784	\$ 132,647
16	\$ 125,032	\$ 128,784	\$ 132,647
17	\$ 125,032	\$ 128,784	\$ 132,647
18	\$ 125,032	\$ 128,784	\$ 132,647
19	\$ 125,032	\$ 128,784	\$ 132,647
20	\$ 128,783	\$ 132,648	\$ 136,626

Appendix A-4 Continued HIGH SCHOOL PRINCIPAL SALARY SCHEDULE

2023-2020			
STEP	MA 226 DAYS	MA+40 226 DAYS	ED.S./PHD 226 DAYS
1	\$ 99,921	\$ 102,920	\$ 106,008
2	\$ 102,919	\$ 106,008	\$ 109,188
3	\$ 106,007	\$ 109,188	\$ 112,464
4	\$ 109,187	\$ 112,464	\$ 115,838
5	\$ 112,463	\$ 115,838	\$ 119,313
6	\$ 115,837	\$ 119,313	\$ 122,892
7	\$ 119,312	\$ 122,892	\$ 126,579
8	\$ 122,891	\$ 126,579	\$ 130,376
9	\$ 122,891	\$ 126,579	\$ 130,376
10	\$ 122,891	\$ 126,579	\$ 130,376
11	\$ 122,891	\$ 126,579	\$ 130,376
12	\$ 126,578	\$ 130,376	\$ 134,287
13	\$ 127,844	\$ 131,680	\$ 135,630
14	\$ 127,844	\$ 131,680	\$ 135,630
15	\$ 127,844	\$ 131,680	\$ 135,630
16	\$ 127,844	\$ 131,680	\$ 135,630
17	\$ 127,844	\$ 131,680	\$ 135,630
18	\$ 127,844	\$ 131,680	\$ 135,630
19	\$ 127,844	\$ 131,680	\$ 135,630
20	\$ 131,679	\$ 135,630	\$ 139,699

Appendix A-4 Continued HIGH SCHOOL PRINCIPAL SALARY SCHEDULE

STEP	MA 226 DAYS	MA+40 226 DAYS	ED.S./PHD 226 DAYS
1	\$ 102,169	\$ 105,236	\$ 108,393
2	\$ 105,234	\$ 108,393	\$ 111,645
3	\$ 108,391	\$ 111,645	\$ 114,994
4	\$ 111,643	\$ 114,994	\$ 118,444
5	\$ 114,992	\$ 118,444	\$ 121,997
6	\$ 118,442	\$ 121,997	\$ 125,657
7	\$ 121,995	\$ 125,657	\$ 129,427
8	\$ 125,655	\$ 129,427	\$ 133,310
9	\$ 125,655	\$ 129,427	\$ 133,310
10	\$ 125,655	\$ 129,427	\$ 133,310
11	\$ 125,655	\$ 129,427	\$ 133,310
12	\$ 129,425	\$ 133,310	\$ 137,309
13	\$ 130,719	\$ 134,643	\$ 138,682
14	\$ 130,719	\$ 134,643	\$ 138,682
15	\$ 130,719	\$ 134,643	\$ 138,682
16	\$ 130,719	\$ 134,643	\$ 138,682
17	\$ 130,719	\$ 134,643	\$ 138,682
18	\$ 130,719	\$ 134,643	\$ 138,682
19	\$ 130,719	\$ 134,643	\$ 138,682
20	\$ 134,641	\$ 138,682	\$ 142,842