

MASTER AGREEMENT

MARION BOARD OF EDUCATION

AND

**THE MARION EDUCATIONAL
SUPPORT PERSONNEL MEA/NEA**

March 2, 2017 thru December 31, 019

Preamble

WHEREAS, the parties (Board and Association) recognize and declare their dedication in service to the community and the Marion Area; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall promote cooperation between the Board and its Bargaining Unit Members, establish rates of pay, hours of work, and terms and conditions of employment herein; and

WHEREAS, the parties recognize the underlying purpose of the Board and the Bargaining Unit Members is to contribute materially to a high quality program of education for the students of the Marion Public Schools; and

WHEREFORE, if it is the intent and purpose of the parties to provide an orderly means of resolving any misunderstandings or differences which may arise and to set forth with this document the full agreement between the parties;

THEREFORE, the Board and the Association do hereby covenant and agree as follows:

**ARTICLE ONE
AGREEMENT & RECOGNITION**

This Agreement is entered into this 2nd Day of March, 2017 between the Marion Public Schools and the Marion Educational Support Personnel Association MEA/NEA, the exclusive agent of any and, Paraprofessionals and Health Aides hired by the Marion Public Schools.

Unless otherwise indicated, use of the term Employee or Bargaining Unit Member when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. With the various classifications of Bargaining Unit Members covered herein, there shall be the following categories:

- A. Full-time: A Bargaining Unit Member who is employed thirty (30) hours per week.
- B. Part-time: A Bargaining Unit Member who is employed less than thirty (30) hours per week.

**ARTICLE TWO
BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan Revised School Code, or any other law or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Employer has as established by law prior to this Agreement are retained by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of personnel; determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work or school hours or days consistent with the terms of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, discharge or otherwise discipline Bargain Unit Members for cause; assign work or duties to Bargaining Unit Members; and to lay off Bargaining Members, consistent with the terms of this Agreement.
 4. Determine the qualifications of Bargaining Unit Members, including ability to perform the job functions, in accordance with applicable state and federal statutes or administrative regulations.
 5. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. To establish courses of instruction and in-service training programs for Bargaining Unit Members and to require attendance at any workshop, conference, etc. by Bargaining Unit Members, including special programs. Bargaining Unit Members shall be compensated for these activities when attendance is required outside of regular working hours.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer; 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.
- C. The listing or specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE THREE DISCIPLINE

- A. No Bargaining Unit Member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions, (with or without pay) reductions in rank, compensation, and discharge. The specific grounds forming the basis for disciplinary action will be made available to the Bargaining Unit Member and the Association in writing.

- B. A Bargaining Unit Member shall be entitled to have a representative of the Association during any meeting which the Bargaining Unit Member believes may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the Bargaining Unit Member until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the Bargaining Unit Member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. The Bargaining Unit Member may have up to forty-eight (48) hours to obtain Association representation if representation is not immediately available.
- C. It is agreed and understood that the following progressive system of discipline shall be followed:
1. Verbal warning by appropriate administrator.
 2. Written warning by appropriate administrator.
 3. Written reprimand by appropriate administrator.
 4. Suspension with pay pending an investigation for "just cause".
 5. Suspension without pay.
 6. Dismissal for just cause only.

ARTICLE FOUR GRIEVANCE PROCEDURE

- A. A grievance is defined as a controversy between the parties or between the Board and the Bargaining Unit Member covered by this Agreement as to any matter involving the interpretation or violation of any provisions of this Agreement.
- B. For the purpose of effectively representing the members of the Marion Educational Support Personnel Association MEA/NEA, the Association shall select a grievance committee. The Association shall furnish the Board with the names of the grievance committee members, and the Board agrees to deal with these representatives of the Association in settling grievances and in bargaining under this Agreement.
- C. Grievances shall be submitted in writing (using a grievance form) and shall stipulate the portion of this Agreement affected, as per the first paragraph of this article, and recommended solution. Grievances shall be taken up for adjustment as may be necessary in each case as follows:
1. By the Association Rep, the Superintendent of Schools and Bargaining Unit Member(s).
 2. By the Association Rep, the Board of Education and the Bargaining Unit Member(s).
- D. In the event the matter that gave rise to a grievance occurs during a period of vacation of the Marion Public Schools, the time periods for submitting the grievance, holding a meeting, and rendering a written report, shall be by calendar days with the exception that weekend days and/or holidays shall not be included in computing such calendar days.

- E. A regular Bargaining Unit Member discharged or suspended without just cause shall present a grievance in accordance with this Article.

LEVEL ONE

The Bargaining Unit Members(s) and/or Association Rep shall have ten (10) school days after occurrence to present the grievance in writing to the Principal or Supervisor. If the grievance is not submitted within ten (10) school days, it shall be deemed to have been settled.

The Principal or Supervisor shall hold a meeting within ten (10) school days in which he is in attendance after receiving the written request to discuss the grievance. The Superintendent will give a written response within ten (10) school days after the meeting. If the Superintendent on Level One (1) will not be available on account of extended illness or any other reason, the grievance may be forwarded to the next step upon mutual agreement.

LEVEL TWO

The grievant shall have ten (10) school days to submit his/her grievance to the Superintendent. The Superintendent shall hold a hearing on the grievance no later than its next scheduled meeting.

LEVEL THREE

If the Association is not satisfied with the disposition of the grievance by the Superintendent at Level Two, within ten (10) school days of receipt of the Level Two response, the Association may submit the grievance to the school board.

LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance by the school board the Association may submit the grievance to mediation before an impartial mediator. The mediator shall be appointed by the Michigan Employment Relations Commission in accord with its rules, which shall likewise govern the mediation process. Neither the Employer nor the Association shall be permitted to assert in such mediation proceeding any ground or to rely on any evidence not previously disclosed to the other party.

LEVEL FIVE

Only the Association shall have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, or if no disposition has been made within the period provided, it may, within five (5) school days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association in writing and request the appointment of an arbitrator to hear the grievance. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense at Level Five not previously raised or disclosed at other written levels unless the arbitrator finds just cause to do so. Each party or their representative may conduct a telephone conference fifteen (15) school days before the hearing in an attempt to settle the grievance.

3. The decision of the arbitrator shall be final and binding upon the parties. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. The arbitrator shall not have the power to:
 - a. Add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. Establish salary scales or to change any salary.
 - c. Change any practice, policy or rule of the Board, which is not in conflict with the provisions of the agreement.
 - d. Decide any question which, under this Agreement, is within the sole responsibility of the Board to decide.
 - e. Interpret State or Federal law, except where there is clear court precedent upon which to rely.
5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the issue of arbitrability before proceeding on to hear the merits of the case. In the event that the arbitrator finds he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits unless the parties mutually determine otherwise.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
7. The cost of the arbitration shall be borne by the party who loses the arbitration, except each party shall assume its own cost for representation including any expense of witnesses.
8. Should a Bargaining Unit Member fail to process a grievance within the time limits specified, the grievance will be concluded. Should an Bargaining Unit Member fail to appeal a decision of the arbitrator within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously, instituted grievance shall be barred.
9. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a member or a participating Association Representative are to be at their assigned duty stations.
10. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
11. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based

MARION ESP GRIEVANCE FORM

<u>BUILDING</u>	<u>CLASSIFICATION</u>	<u>NAME OF GRIEVANT</u>	<u>DATE FILED</u>

Level One

A. Date Grievance occurred: _____

B. Statement of Grievance: _____

C. Article (s) of the contract that were violated: _____

D. Relief Sought: _____

Grievant: _____ President or Steward: _____
Date: _____ Date: _____

E. Date received by Principal/Supervisor: _____

F. Disposition of Principal/Supervisor: _____

Signature: _____ Date: _____

If additional information is needed at any step, please attach paperwork to this form.

G. Grievant and/or Association Position: _____

Grievant: _____ President or Steward: _____
Date: _____ Date: _____

Level Two

A. Date received by Superintendent: _____

B. Disposition of Superintendent _____

Signature: _____ Date: _____

C. Position of Grievant and/or Association: _____

Association President: _____ Date: _____

Level Three

A. Date received by Board of Education: _____

B. Disposition of Board of Education _____

Board Secretary: _____ **Date:** _____

C. Grievant and/or Association Position: _____

Association President _____

Date: _____

Level Four

A. Date submitted to Mediator _____

B. Hearing Date and Name of Mediator _____

C. Mediator's Decision (Attach decision to this form)

Association President: _____

Date: _____

Level Five

D. Date submitted to Arbitrator: _____

E. Hearing Date and Name of Arbitrator: _____

F. Arbitrator's Decision (Attach decision to this form): _____

Please note: Grievances must be signed by the association before filing! Only the Association may move grievances to Arbitration (Step Four).

**ARTICLE FIVE
EMPLOYEE FILES AND RECORDS**

- A. A Bargaining Unit Member shall have the right to review the contents of his or her own official personnel file and Employer records, and shall have the right to have a representative of the Association accompany him/her during such review.
- B. The only individual who shall have access to a Bargaining Unit Member's official personnel file shall be the Bargaining Unit Member, the Superintendent, the Association through its designated representatives, officers as needed for official business, and any individuals authorized by the Bargaining Unit Member unless otherwise indicated in D, except as provided by FOIA or law.
- C. No materials, including but not limited to, students, parental, or Employer personnel complaints originating after initial employment shall be placed in an Bargaining Unit Member's official personnel file unless the Bargaining Unit Member has had an opportunity to review, initial and date the materials. Complaints against the Bargaining Unit Member shall be put in writing, with names of complainants, administrative action taken, and remedy clearly stated. The Bargaining Unit Member may submit a written statement regarding any materials, including complaints, and the same shall be attached to the file copy of the material in question within thirty (30) days of the Bargaining Unit Member's review. If the Bargaining Unit Member believes that material to be placed in his/her file is inappropriate or in error, adjustments may be obtained through the grievance procedure. All written recommendations shall be based solely on the contents of the Bargaining Unit Member's official personnel file.
- D. The Employer further agrees that no personnel files or employment records will be released to third parties unless ordered by a court, MERC, FOIA, or pursuant to a lawfully issued order, subpoena or as otherwise ordered by law. In the event a request is made for such records, the Employer shall promptly notify the Bargaining Unit Member and Association.
- E. The Board will promptly notify the Bargaining Unit Member with respect from whom a Freedom of Information Act (PA 442 of 1976) demand is made and will follow up with written confirmation by mailing a copy of the FOIA request to the Bargaining Unit Member's address of record.
- F. There shall be only one official personnel file for each Bargaining Unit Member; the only records kept in this file shall be items specified in the Records Retention and Disposal Schedule for Michigan Public Schools.
- G. Letters of discipline shall be kept for two (2) years from the date of the incident. Should no other similar incidents be recorded, then such letters shall be removed from the personnel file.

ARTICLE SIX SENIORITY

The word “seniority” means service in the employ of the Board from the first date the Bargaining Unit Member reports to work in any position represented by the Association. In the circumstance of more than one individual reporting to work on the same day, a drawing will be conducted to determine position on the seniority list.

Seniority Lists:

The seniority list for the Bargaining Unit will show the name, first day of work, job title, and classification in which the Bargaining Unit Member most frequently works. The Employer will keep the seniority list up-to-date at all times and provide the Association president with a copy of the list when requested. The Board will notify the Association president in writing of any changes within the seniority list between dates of posting.

Loss of Seniority:

Seniority shall be lost for any of the following reasons:

1. If the Bargaining Unit Member quits.
2. If the Bargaining Unit Member retires.
3. If the Bargaining Unit Member is discharged for just cause and not reinstated.
4. If the Bargaining Unit Member does not return to work within ten (10) working days after date of recall from layoff unless the Bargaining Unit Member submits an acceptable reason for not responding to the recall.

ARTICLE SEVEN WORKING CONDITIONS

Unsafe Work:

Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which will endanger their health, safety or well-being. Bargaining Unit Members will be given proper safety equipment and instruction in regard to handling and disposal of dangerous substances.

Sick Students:

Students who are sick enough to present health and/or safety concerns to the member and/or other students shall be sent to the office for evaluation. Exception shall include headaches, minor colds, and toothaches.

Student Medical Concerns:

A list of students with severe reactions, allergies or other medical concerns when available shall be given to Bargaining Unit Members who work with those children.

Student Discipline:

The Employer shall support and assist Bargaining Unit Members with respect to the legitimate maintenance of control and discipline of students in accordance with Board policies in the Bargaining Unit Members assigned work areas.

**ARTICLE EIGHT
CERTIFICATIONS**

Any Bargaining Unit Member required to take testing or certifications for continued licensure, employment, legal or regulation requirements shall be reimbursed by the Board for any costs.

**ARTICLE NINE
PROFESSIONAL DEVELOPMENT**

The parties agree that an ongoing training program that assists Bargaining Unit Members to become more professional and able to respond to daily problems that the Bargaining Unit Members encounter is in the best interest of both. To this end the parties agree to establish a Professional Development Committee composed of two (2) members of the Association, selected by the Association and one (1) member of the Administration, selected by the Superintendent.

Committee Responsibilities

- A. Establish a yearly Professional Development Calendar that will correspond with the Marion Teacher calendar, by the fall student count day each year, that will include Professional Development activities for each classification.
- B. When developing the professional development activities the committee will consider, but not be limited to:
 - 1. The School Improvement Plan and Goals;
 - 2. Specific department needs;
 - 3. Professional needs of the effected classification;

(The listed order does not indicate level of importance)

Pay for Professional Development

Bargaining Unit Members will receive their regular daily rate of pay or be paid their hourly rate for the time spent in the professional development activity, which ever is greater.

**ARTICLE TEN
VACANCIES, TRANSFERS AND PROMOTIONS**

All vacancies shall be posted on a bulletin board in each building or work area. Vacancies shall be posted for a minimum of five (5) working days and a maximum of eight (8) working days. Said posting shall contain the following information and a copy of same shall be provided to the Association.

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked per week and, if possible, scheduled hours per week
6. Classification
7. Qualifications
8. Duties
9. Where to submit a form for the position

Interested Bargaining Unit Members may apply in writing to the office listed on the posting or central office within the posting period. The Employer shall notify appropriate Bargaining Unit Members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Bargaining Unit Member by District email.

Vacancies shall be filled by the most-senior applicant possessing the required (posted) qualifications for the position. Qualifications for the position shall be as determined by the Employer.

The placement of Bargaining Unit Members is the sole responsibility of the District, subject to the following:

- A. Bargaining Unit Members filing application for such vacancies shall be notified within seven (7) working days of the disposition of their application.
- B. Once a posting is made, it is to be considered factual. Should any information in the position be required to change, a new posting shall occur.

ARTICLE ELEVEN LAYOFFS AND RECALLS

“Layoffs” shall be defined as a necessary reduction in the work force or hours beyond normal attrition. Bargaining Unit Members will receive thirty (30) calendar days notice of layoff. In the event of a necessary reduction in the—work force or hours, the District shall first layoff probationary Bargaining Unit Members in the affected classification, then the least-senior Bargaining Unit Member in that classification.

In no case shall a new Bargaining Unit Member be employed by the District while there are laid-off Bargaining Unit Members who are qualified for a vacant or newly-created position.

A laid-off Bargaining Unit Member, at his/her option, be granted priority status on the substitute list according to his/her seniority.

If it is apparent a layoff is imminent, the Association and the District shall work in a timely manner to identify a mutually-acceptable solution. If no such solution can be developed, the provisions of this contract shall apply.

Bargaining Unit Members whose positions have been eliminated due to reduction in work force or who have been affected by layoff shall have the right to assume a position for which they are qualified, according to the job description, which is held by the least-senior full time/part-time member. Part-time members whose positions have been affected by a layoff shall have the right to assume a position for which they are qualified which is held by the least-senior-part-time member.

In the event of a layoff, a full-time Bargaining Unit Member may claim seniority over another Bargaining Unit Member for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the Bargaining Unit Member he/she seeks to replace. A part-time Bargaining Unit Member may claim seniority over another part-time Bargaining Unit Member for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the part-time Bargaining Unit Member he/she seeks to replace.

Recall:

Laid-off Bargaining Unit Members shall be recalled in the order of seniority with the most senior being recalled first to any position for which they are qualified. A Bargaining Unit Member who declines recall to work for which he/she is qualified shall forfeit his/her seniority right to recall. Members have a recall right for one (1) year after date of layoff.

A voluntary layoff will be granted without the Bargaining Unit Member losing seniority or recall rights. The recall rights of a Bargaining Unit Member on voluntary layoff will be as stated above.

The refusal of recall to a position that has less hours than the position the Bargaining Unit Member was laid off from will not cause the Bargaining Unit Member to forfeit his/her seniority right to the recall.

**ARTICLE TWELVE
LEAVES OF ABSENCE**

Sick Leave:

When calling in sick, the Bargaining Unit Member must have contact with the designated school building designee prior to the commencement of his/her normal work day. The contact must be in the form of a personal contact (voicemail) or a phone conversation. Each classification must follow the procedures for calling in as designated for their department. If contact cannot be made to the building designee the member may contact the Superintendent.

The Board of Education agrees to pay personal leave at a rate of twelve (12) days per year to a total of one hundred (100) days accumulative. If the absence is more than three (3) consecutive days, a doctor's slip may be required by the Superintendent.

Snow Days:

Three (3) days regular pay for all members will be allowed for snow or inclement weather, or other acts of God. Should more than 3 snow days occur, members may use unused personal leave days to cover any lost days.

Inclement Weather Delay or Cancellation:

If school is scheduled to be held and is cancelled, a Bargaining Unit Member that called in a personal leave day will not be charged with a ~~sick~~ personal day.

For paraprofessionals delays are counted as follows:

Two (2) hour and three (3) hour delays: Unlimited are paid

Funeral Leave:

Funeral days are provided for immediate family (spouse, parents, children, siblings, in-laws, grandchildren, grandparents and dependents living in the immediate household of the Bargaining Unit Member). Funeral leave shall be chargeable to the Bargaining Unit Member's personal leave days.

Jury Duty:

Bargaining Unit Members required to appear for jury duty will be paid full pay for all time missed. However, the Bargaining Unit Member on duty will turn over his "duty pay" to the school.

Unpaid Leaves:

A Bargaining Unit Member requesting a leave of absence for any reason other than illness or FMLA shall make an application to the Superintendent. Approval or disapproval rests solely with the Superintendent or his designee, in writing, stating length of leave requested and purpose thereof. Leaves may be granted for up to one (1) year. If reasonable, the Bargaining Unit Member shall submit a letter of intent to return to work thirty (30) days prior to the return date. The bargaining Unit Member shall assume his/her prior position.

Association Leave:

The Association shall have three (3) days available with pay to be used by the Association members who are officers or agents of the Association. The Association will notify the designated school representative forty-eight (48) hours in advance of such leave.

**ARTICLE THIRTEEN
NO STRIKE CLAUSE**

The Association agrees during the life of this Agreement that it or the Bargaining Unit Members covered under this Agreement shall not engage in any strike, slowdown or stoppage of work.

The Board agrees that during the life of this Agreement there shall be no lockout of Bargaining Unit Members.

**ARTICLE FOURTEEN
OVERTIME**

When requested to work overtime, Bargaining Unit Members, shall be compensated at the rate of one and one-half (1-1/2) times his/her regular rate for hours worked in excess of forty (40) hours. No overtime will be allowed unless no other option is available.

**ARTICLE FIFTEEN
WAGES**

Paraprofessional Wage Schedule: 2016-2017

Step One	\$12.01
Step Two	\$12.47
Step Three	\$13.34
Step Four	\$13.97

Paraprofessional Step Requirements

- Step Two: 24-60 college credits
- Step Three: 72 + college credits
- Step Four: Bachelor Degree or greater

Bargaining Unit Members with longevity at Marion Public Schools shall receive longevity pay each year according to the following schedule:

5-10 years	\$250
11-15 years	\$350
16-20 years	\$450
21-25 years	\$550
26+years	\$650

Bargaining Unit Members will be paid for the following holidays:

Labor Day, 1st Day of Deer Season (excluding Saturdays/Sundays), Thanksgiving Day, Day Following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, & Memorial Day.

"Special Duty Stipend"

Bargaining unit members performing special duty as defined below will receive addition pay in the form of a Special Duty Stipend (SDS) of \$2.00 per hour.

"Special Duty" will be defined as specialized duty in the course of a job assignment that requires assisting a student with one or more of the following:

-

- Special toileting.
- Special feeding.
- Use of communication devices that are highly specialized in nature and require advanced training on the part of the bargaining unit member to operate.
- Use of Braille or Sign Language (that requires advanced training on the part of the bargaining unit member) to effectively work with their assigned student.
- Administering shots.
- Doing blood tests and administering medications to control diabetes.
- Checking for head lice.
- Lesson planning.
- Occupation Therapy or Physical Therapy that requires special training.

Any request for an SDS must be submitted by the building principal for preapproval by Central Office. The SDS will apply for only the hours that the special duty is performed and will last only as long as the special duty is required.

**ARTICLE SIXTEEN
FRINGE BENEFITS**

The Board shall provide eighty percent (80%) paid single subscriber healthcare coverage (Plan A) and eighty percent (80%) of the deductible for a full twelve-(12) month period for all full-time Bargaining Unit Members beginning in the second year of service. During the first year, the Board will provide sixty-five percent (65%) of single healthcare coverage and eighty percent (80%) of the deductible during the first year of service, and one hundred percent (100%) of Dental and Vision, and Life and LTD for a full twelve-(12) month period.

For the purposes of insurance coverage, “full-time” for paraprofessional shall be thirty (30) hours per week. The Board will pay sixty-five percent (65%) of the two-(2) person or full family healthcare coverage and eighty percent (80%) of the deductible for a full-time Bargaining Unit Member. If a member chooses full family or 2 person insurance coverage they are to be exempt from paying any single subscriber coverage cost. They are already paying it in their thirty-five percent (35%). Employees working twenty (20) hours or more per week will be entitled to sixty-five percent (65%) paid single coverage and eighty percent (80%) of deductible.

Plan A - For Employees electing health insurance

MESSA Choices II

Deductible:	\$300/\$600
Office Visit:	\$20 co-pay
Prescription:	\$10/20

MESSA

Negotiated Long Term Disability:	70%
	\$2,500 Monthly Maximum Benefit
	90 Calendar Days Modified Fill
	Pre-Existing Condition Waiver - Yes
	Freeze on Offsets - Yes
	Alcoholism/Drug Addiction
	Mental/Nervous Condition

Cost of Living Benefit
Two Year Own Occupation

- Negotiated Life: \$30,000 with AD&D
- Vision: VSP-2 Silver
- Delta Dental: 75/75/75: \$1,000 Annual Max
75: \$1,300 Lifetime Max
Two cleanings per year; no adult Ortho

The Board shall adopt and make available a Section 125 premium conversion option for Bargaining Unit Members who pay a portion of their premium.

Note: The Board provides for Full Family Dental and Full Family Vision for Both Plan A and Plan B.

Plan B - For Bargaining Unit Members not electing health insurance

MESSA

- Negotiated Life: \$30,000 with AD&D
- Negotiated Long Term Disability: 70% (Same as above)
- Vision: VSP-2 Silver
- Delta Dental: 75/75/75: \$1,000 Annual Max
75: \$1,300 Lifetime Max
Two cleanings per year; no adult Ortho

Those Bargaining Unit Members electing Plan B coverage shall receive one hundred and fifty dollars (\$150) per month in an annuity or cash payment after the first year of employment.

Retirement:

At retirement or resignation (with at least five (5) years of employment with the District at the time of resignation) Bargaining Unit Members shall receive thirty-five dollars (\$35) per day for each accumulated sick day to a maximum of four thousand dollars (\$4000).

If an employee resigns, retires, is laid off, or for any reason has his/her employment terminated, the employee's insurance shall be covered through the month that the employment ends. Upon termination of employment, the employee shall receive a refund from the district for any insurance withholdings in excess of what is owed.

**ARTICLE SEVENTEEN
SEVERABILITY**

If any provisions of the Agreement or any application of the Agreement to any Bargaining Unit Member shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

**ARTICLE EIGHTEEN
ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE NINETEEN
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until December 31, 2019. It is understood that in each school year (2017-2018, 2018-2019) that there will be a wage re-opener following the October count. If the Association wishes to re-open insurance, it will be at their discretion. If either party desires to terminate this Agreement, it shall give written notice ninety (90) days prior to the termination date. If neither party shall give notice of termination, this Agreement shall continue in full force and effort from year to year thereafter subject to notice of termination of either party on ninety (90) days written notice prior to the current year of termination.

If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments that may be agreed upon and they shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Negotiations on a new contract and/or modification of this Agreement shall commence within twenty (20) days of the sending of the names of the bargaining committee of the non-notification party.

**FOR THE BOARD OF EDUCATION
MARION PUBLIC SCHOOLS**

FOR THE MARION ESP

BY: _____
PRESIDENT OF THE BOARD

BY: _____
PRESIDENT OF THE ESP

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

BY: _____
NEGOTIATOR

DATE: _____

DATE: _____

