

Master Agreement

between

Marysville Paraprofessional Association/MEA/NEA

And

Marysville Public Schools District

2012-2013

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2012 between MARYSVILLE PUBLIC SCHOOLS DISTRICT, hereinafter referred to as the "District", and MARYSVILLE PARAPROFESSIONAL ASSOCIATION/MEA/NEA, hereinafter referred to as the "Association".

The Board reserves and retains full rights, authority, and discretion to control, supervise, and manage the operation of all schools and to make all decisions and policies not inconsistent with the terms of this Agreement.

Article I
Recognition

A. The Board recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment as defined in Section II of Act 379, Michigan Public Acts of 1965, for all full-time and part-time paraprofessional personnel.

B. All full-time and part-time paraprofessional personnel shall be defined as any employee regularly employed on a continuing basis.

C. The District agrees not to negotiate with any other representative of personnel described in B above, so long as the Association shall be certified as the exclusive bargaining agent for personnel covered by their unit.

Article II

Employee Rights

Section 1

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq., MSA 17.455(1) etc. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

C. Non-discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap.

D. Discipline and Discharge

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warning; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Any such discipline shall be subject to the grievance procedure. An adverse evaluation shall not be considered discipline and shall not be subject to the grievance procedure except as to alleged procedural error. The specific grounds for disciplinary action will be presented in writing to the bargaining member and the Union no later than at the time discipline is imposed. In the event an employee is suspended or discharged from employment and believes such action violates the contract, such suspension or discharge shall constitute a grievance and shall be handled in accordance with the grievance procedure.

E. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator within five(5) working days . Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written

disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

Section 2

Protection of Employees

It is agreed and understood that the following disciplinary procedure shall be followed when bargaining unit members are disciplined:

A. Any bargaining unit member who may require any disciplinary action must be first contacted by their immediate principal/supervisor in private.

The building principal/supervisor will advise said person prior to a principal/supervisor-employee conference, if at that conference, disciplinary action will take place.

Any such bargaining unit member shall have the right to have a representative of the Association present during the time that said employee is being disciplined. When request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

Any complaint not called to the attention of the bargaining unit member within five (5) working days of the administrator becoming aware of the problem may not be used in any disciplinary action against the bargaining unit member. This notice requirement shall not apply if it would compromise the ability of the district to conduct a meaningful investigation of a serious matter (e.g. police related matter, inappropriate involvement with a student).

If any further disciplinary actions are to take place, the principal/supervisor may then refer the matter to the Superintendent of Schools in writing, in triplicate, and dated; one copy going to the Superintendent, one to be kept by the principal/supervisor, and one given to said employee.

B. No bargaining unit member shall be disciplined within the view of, or hearing of, other persons.

C. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review.

No adverse communications will be placed in the bargaining unit member's file without their knowledge.

Any adverse communications from students, parents, or school personnel shall be brought to the member's attention within five (5) working days.

Employees may request that derogatory materials placed in the bargaining unit member's file be removed.

Section 3

A. Agency Shop - Service Fees

Each bargaining unit member shall:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member.
3. The payroll deduction of membership dues and nonmember service fees shall be made each pay period for ten months beginning with the second pay in September and ending in June of each year. The Association agrees to furnish the District with an initial list including the name of each unit member, the amount to be deducted, and the total amount to be remitted to the Association each month. The withholding of the portion of the dues which is allocated for political action committees shall be done in compliance with current law. The District will issue a check to the Association in the total amount indicated to be submitted. Any modifications of this list will be submitted by the Association through its Treasurer. Staff changes shall be supplied to the Treasurer of the Association as they occur.

B. Payroll Deduction

The District shall make payroll deductions for

1. Credit Union
2. Association Dues/PAC
3. United Way
4. United States Bonds

5. Tax Sheltered Annuities to District approved vendors
6. MEA Financial Paradigm

or for any other plans or programs jointly approved by the Association and the District.

C. The Association shall indemnify and save the District harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with Section 3A and 3B of Article II of this Agreement and in reliance upon signed authorization cards or lists furnished to the District by the Association for the purpose of payroll deduction or dues.

Section 4

Evacuation

Bargaining unit members will not be asked to perform bomb searches that are performed by law enforcement personnel. Bargaining unit members will perform visual searches before leaving their work station and while leaving the building or when outside the building. Bargaining unit members will report any unusual or suspicious items to the District Administrator on site or to the law enforcement representatives on site.

Article III
Employee & Association Rights

A. Information

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the budget, and such other information. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

B. Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property or to make reasonable use of the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time including internal mail system.

C. Union Leave

A total of ten (10) days may be used by the Association for Association business,. Eight (8) of the ten (10) days shall be without loss of pay to the employee and without cost to the Association. The remaining two days may be purchased by the Association at the rate of actual cost to the District for supplying a substitute. These days may be used in increments of not less than one (1) hour.

Article IV
Paid Holidays

A. Employees (full-time and part-time) shall be granted the following holidays without loss of pay: (1) Labor Day, (2) Wednesday before Thanksgiving Day, if school is not in session, (3) Thanksgiving Day, (4) the Friday after Thanksgiving, (5) Christmas Eve, (6) Christmas, (7) New Year's Eve, (8) New Year's Day, (9) Good Friday, (10) Memorial Day, (11) Easter Monday, if school is not in session. Paraprofessional must work the day before and the day after the holiday, in order to qualify for holiday pay.

B. An employee shall not forfeit their holiday pay if absent due to the following conditions:

1. An employee is absent from work due to a verified personal illness or on paid sick leave.
2. Death in the immediate family as outlined in Article X Section C.

Article V
Hours of Work

A. The normal work week for full time employees will be no less than thirty (30) hours per week. Any employee that works less than thirty (30) hours per week regularly employed on a continuing basis will be considered a permanent part-time employee.

B. All employees who work six (6) hours or more per day shall be entitled to a duty free uninterrupted lunch.

C. All employees shall be paid time and one-half of their base pay for all hours worked in excess of 40 hour per week.

D. The Paraprofessionals work year shall include all student instructional days, one half (½) day on first teacher day prior to the start of school or as arranged by mutual agreement with the building principal, and any professional development days included in the student calendar at the beginning of the school year.

E. If school is called off because of inclement weather, etc., and the day does not have to be made up (current law thirty (30) hours), then the employee will not have to report but will be paid for the day.

If school is called off because of inclement weather, etc., and the State requires the day be made up at a later date, the employee will not be required to report on the day school is closed. Employees will be required to report on the scheduled make up day and they will not be paid for the rescheduled day.

If a regular school day starting time is delayed due to inclement weather etc., the paraprofessionals are to report at the adjusted time and shall not suffer loss of pay.

Article VI
Work Loads and Assignments

Job descriptions will be provided to the Association upon request. The District agrees to provide the Association with all changes before they are initiated.

Article VII
Vacancies, Transfers, & Promotions

A. If a new position is being created, the District shall give written notice to the Association of the position.

B. All vacancy notifications shall include the qualifications, and the location assigned. Job description will be provided to applicant upon request.

C. New positions and job vacancies, full-time and part-time, along with a job description, shall be sent to each association member. No vacancy shall be filled, except in one of an emergency on a temporary basis, until such vacancy has been posted for at least five (5) working days. Vacancies shall be posted internally for five (5) working days before being posted externally. The posting periods may be shortened if mutually agreed upon by the District and Association. A vacancy will include existing positions where the hours have been increased to full-time (30 hrs/week), and temporary positions that become permanent.

D. Any employee may apply for such vacancy. Qualified internal candidates will be given first consideration and interviewed before interviewing any external candidates. Should two or more employees request a transfer to an opening for which they are qualified, the paraprofessional best qualified for the available position shall be transferred. Qualified for purposes of this contract shall be based upon training, experience, ability to perform the job, past performance and evaluations. If any such employees have substantially equal qualifications for the position, the employee with the greatest seniority shall be transferred. If an internal candidate is deemed not qualified for a position, upon request, reason shall be given to the candidate and/or Association in writing. The Board will only interview an external candidate if all of the internal candidates are deemed not qualified, at which time the Board may fill the position with a new employee not within the schools paraprofessional staff.

E. Temporary and/or newly created positions put in place on a trial basis will be considered permanent if still deemed necessary after 90 school days and will be posted.

F. The District will be responsible for determining the need for training and will provide such as it deems necessary.

Article VIII
Reduction in Personnel, Layoff and Recall

- A. An employee who is being transferred may apply for any other open positions.
- B. In the event of reduction of staff, elimination of positions, or reduction of hours, the following procedure will be followed:
1. Layoff will be according to seniority within the bargaining unit.
 - a. Notification of layoff will be in writing.
 - b. Probationary employees will be laid off first.
 - c. Following the lay off of probationary employees, the necessary number of least senior employees shall then be laid off or displaced.
 - d. An employee whose position has been reduced, eliminated, or becomes displaced shall have the option to accept lay off or to bump the least senior person with the same or similar hours.
 - e. The employee shall notify the Superintendent of Schools of intent to bump or accept layoff, in writing, within ten (10) days of signed receipt of written notification of layoff, reduction, or elimination, as outlined above. Failure to notify the Superintendent of intent will indicate choice of layoff.
 - f. Bumping procedure will be completed within twenty (20) days of employee notification of intent to the Superintendent.
- C. The District will make every reasonable effort to provide advance notification of transfer, layoff, reduction, or elimination of positions.
- D. When laid off employees are recalled, they will be recalled in order of seniority, with the most senior being recalled first to any position for which they are qualified as outlined in Article VII Section D. Notice of recall shall be sent to the employee's last known address by registered mail. It shall be the responsibility of the employee to keep the District informed of their address. If an employee fails to notify the District within five (5) days after receipt of recall notice of their intent to return to work, they shall be considered a voluntary "quit".
- E. Refusal to accept recall will result in termination of employment unless position being offered is less than 3.5 hours per day. Employees on layoff will remain on recall list for 2 years from date of layoff.
- F. If any employees on layoff status substitute in any bargaining unit position, they will be paid at their former rate of pay at the date of layoff.
- G. All days indicated in this article shall be calendar days unless otherwise indicated.

Article IX **Seniority**

A. New employees hired in the unit shall be considered as probationary employees for the first calendar year of their employment. When an employee finishes the probationary period, they shall have been evaluated by their immediate principal or supervisor on the Marysville Educational Support Personnel Employee Performance Appraisal form and either recommended for continued employment or released. Upon successful completion of the probationary period, the probationary employee's seniority shall be based on the first day of employment. There shall be no seniority among probationary employees. The District shall have the right to discharge and discipline probationary employees and the action is not subject to appeal or grievance.

Upon completion of the probationary period, and upon approval of the Board, the employee will be given one step increase on the salary schedule.

B. On occasion, the Board may employ non-classified personnel for part-time or full-time work. These individuals will not receive sick leave benefits or vacation pay. These employees are intended to be temporary personnel only.

C. Seniority shall be based on the first day of permanent continuous employment (continuous meaning without unpaid leave, lay off, termination, or voluntary resignation). An employee will not lose their seniority if they are on an approved leave of absence granted by the District. Seniority will accrue throughout the paid period of approved leave of absence. When two or more employees are hired on the same day, their order of seniority will be determined by a draw.

The Board shall provide the Association with an up-to-date seniority list by the first Monday in October of each year, and they shall keep the same on file in the personnel department. The Board agrees that only the names of the employees covered by this Agreement shall be placed on the seniority list. Any employee desiring to protest the correctness of their position on the seniority list shall file their protest in writing with the personnel department within ten (10) work days after the first Monday in October publishing date. For purposes of this Agreement, such lists shall be deemed to be correct for any period prior to the date of filing such protest. A final draft shall be provided to each bargaining unit member by November 1 of each year.

D. Seniority shall be lost by a bargaining unit member upon separation from employment. A member who transfers to a non-bargaining unit position shall not accrue seniority; seniority will remain frozen. An employee will not lose his/her seniority if on a leave of absence from their job to fill a temporary position at the request of the Superintendent or Board of Education.

Article X
Leave Days

A. All employees, full-time and permanent part-time, shall be allowed leave days which shall accrue at the rate of one and two tenths (1.2) days per month or twelve (12) days per year. The accrual for the school year will normally be credited to the employee's account at the beginning of each school year in September. If any employee is paid for any credited sick leave days that have not accrued to their benefit and terminates their employment with the District, they shall repay to the District all moneys received for all such un-accrued sick leave. The District reserves the right to require doctor's slips for any absences over three (3) days.

B. Each employee shall be entitled to an accumulation of the unused portion of each year's leave which may be used at some subsequent time for the reasons mentioned in Paragraph C only. One hundred twenty (120) days shall be the maximum accumulative leave time for each employee.

C. Leave days will be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness;
2. Illness in the immediate family (maximum ten (10) days per year – additional days may be approved by the Superintendent for extenuating circumstances);
3. Death in the immediate family with a limit of five (5) days per occurrence;
4. For purposes of paragraph C, 2 and 3, immediate family will include: mother, father, son, daughter, stepchild, brother, sister, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, stepmother, stepfather, legal guardian, or any member living within the same household.
5. Not more than three (3) work days in any one year (one reviewed business days and two business days without review) may be used for business and family obligations, including school related events, that cannot be made outside the regular school day if requested in writing and approved by the Building Principal at least five (5) days in advance of the anticipated absence. A day is defined as the number of hours normally worked during a scheduled work day. Business days may not be used on the day before or after a holiday or vacation, for gainful employment, or for the purpose of personal pleasure, such as travel, shopping, hunting, skiing, or sporting events.
6. Childbirth – Leave shall commence when the employee is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

D. Absence which is not chargeable against the employee's allowance shall be granted for the following reasons:

1. Absence when an employee is called for jury service or subpoenaed as a witness. The Board is to make up the difference in pay.
2. Line-of-duty accidents that qualify for Workers Compensation benefits. The District shall make up the difference between the regular wages and the compensation payments for a maximum period of thirty-three (33) weeks for any one injury.
3. Employees absent due to mumps, measles, scarlet fever, chicken pox, conjunctivitis (pink eye, with doctor's note), or head lice shall not suffer loss of personal leave or salary.
4. The Superintendent may authorize additional days in cases of unusual hardship.
5. Employees may request a maximum of three (3) days off without pay per school year, provided such days have been approved at least five (5) days in advance by the Superintendent of Schools. A maximum of two (2) employees throughout the District may take an unpaid day on any given day. The Superintendent, in his/her sole discretion, may waive the advance notice requirement for emergency or unusual circumstances.

E. Family leave act sections of this article will conform to the Federal Family Medical Leave Act of 1993.

Article XI
Insurance Protection

- A. The Board will pay the premium cost , as limited below, of single subscriber health insurance of MESSA Choices I, 200/400 (\$200/\$400 Single/Family deductibles, \$10/\$20 prescription co-payment) for each full-time employee under contract who makes proper application to participate, provided the employee is not already covered by comparable insurance coverage. The carrier shall be determined and selected by the Board. Effective August 1, 2012, the Board will pay the premium cost, as limited below, of single subscriber health insurance of MESSA Choices 300/600 \$10 OV/Rx Saver (\$300/600 Single/Family deductibles, \$10 Office Visit, Rx Saver) for each full time employee under contract who makes proper application to participate, provided the employee is not already covered by comparable insurance coverage. Effective July 1, 2012, employees enrolled in health care will contribute 20 percent toward the annual cost of the health care by way of payroll deduction over 21 pays. Premium contributions due for July and August 2012 shall be included with 2012-13 contribution calculations. The Board agrees to deduct from the employee's salary and remit to the carrier any premiums for any additional coverage over and above the Board provided coverage.

The Board will provide payment for hospital-medical-surgical insurance for the twelve-month period of September through August.

Members of the bargaining unit shall be allowed to participate in the District's Section 125 Plan (the "Cafeteria Plan"). The plan consists of Health Insurance, a Health Care Flexible Spending Account Plan, Cash-In-Lieu of Health Care Insurance and a Dependent Care Flexible Spending Account Plan. This benefit will be effective March 1, 2009, to coincide with implementation of the \$10/\$20 prescription drug card.

Each participating employee may elect to participate in a salary reduction agreement which allows the employee to pay qualifying medical or dependent care expenses incurred by the employee during the Plan Year on a pre-tax basis.

The health care flexible spending account plan and the dependent flexible spending account plan will be subject to applicable requirements of the Internal Revenue Code and associated regulations, as more fully described in the plan, including limits on medical and dependent care expenses that can qualify for reimbursement, the requirements that all requests for reimbursement be supported by adequate documentation, and the requirement that all amounts credited to an employee's account not used before the end of a Plan Year must be forfeited.

- B. The Board will pay the premium for Group Term Life Insurance protection for each employee under a group policy with a carrier selected by the Board. The amount of insurance shall be Twenty-five Thousand Dollars

(\$25,000.00) for employees selecting health care coverage and Thirty Thousand Dollars (\$30,000.00) for employees who do not select health care coverage. Effective March 1, 2009, the amount of insurance shall be Thirty Thousand Dollars (\$30,000.00) for all eligible employees.

Subject to agreement by the carrier, the policy will include the following privileges: (1) Employees who start work after the effective date of the policy will be covered effective the first day of the month following active employment; (2) Employees leaving employment with the District after the effective date of the policy will be covered until the first day of the month following departure; (3) Employees will have the right to convert coverage when discontinuing employment with the District without physical certification as to insurability.

In the event of accidental death, the insurance will pay double the specified amount.

- C. Effective March 1, 2009, employees qualifying for health insurance who are covered by another health insurance policy may elect to waive the Board provided health insurance, in accordance with the District's Cafeteria Plan, and receive a monthly cash election in the amount of seventy-five dollars (\$75.00). Effective September 1, 2009, the monthly cash election shall be one hundred dollars (\$100.00). Individual employees may elect to receive cash in lieu of health insurance benefits if they meet the following prerequisites:

1. They are eligible to receive health insurance benefits; and
2. They file a Waiver of Health Insurance form within the timelines established by the Plan Administrator; and
3. They certify that they are covered under another health insurance program.

Employees who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash payment prorated.

The maximum annual amount of the cash benefits as stated above shall be payable in 12 monthly payments on the first pay of the month. July and August payments shall be included with the June payment.

To the extent permitted by law, the amount of cash payment may be applied by the employee to a Board approved tax-deferred annuity carrier. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

D. The coverages provided in A, B and C will be subject to the provisions of the group policy, and the rules and regulations of the carriers will govern as to the commencement and duration of benefits, nature and amount of benefits, and all other aspects of coverage. To be eligible for insurance benefits, the employee must work a minimum of thirty (30) hours per week. The Board's sole and only responsibility shall be for the payments of its portion of premiums as set forth above.

Article XII

Grievance Procedure

Definitions

- A. Grievance. A Grievance is defined as a claim by a member, group of members, or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The Grievance must specify the specific Article and Section of this Agreement which has allegedly been violated.
- B. Grievant. The Grievant is the individual, group of members or the Association which has filed the Grievance.
- C. Day. When the term day is used, it shall refer to work days.

Hearing Levels

1. Step One (Informal Level) When a Grievant believes an incident has occurred which would come within the definition of a Grievance, within five (5) days of such event, the Grievant shall request a meeting with the immediate supervisor in an effort to resolve the Grievance. If the Grievant is not satisfied with the result of the meeting they shall have the right to proceed to Step Two.
2. Step Two (Formal Level). If a Grievance is not resolved at Step One, the Grievant shall have the right to proceed to Step Two by filing a written Grievance within five (5) days of the meeting at Step One. The Grievance shall be sent to the member's immediate supervisor with a copy to the Association. Within five (5) days of the receipt of the Grievance, the Supervisor shall file a written response.
3. Step Three. If the Grievant is not satisfied with the disposition at Step Two or if a timely disposition has not been received, the Grievant shall have the right to advance the Grievance to Step Three. In order to advance the Grievance to Step Three, the Grievant shall file the Grievance with the Superintendent of Schools or designee within five (5) days of receipt of the Step Two response or the due date for the Step Two response. Within seven (7) days of the receipt of the Grievance, the Superintendent or his designee shall meet with the Grievant to hear the Grievance. The Superintendent or designee shall within five (5) days of hearing the Grievance render a written decision on the Grievance.
4. Step Four. If the Association is not satisfied with the decision received at Step Three they shall have the right to have the matter heard by an arbitrator, unless the matter involves an alleged violation which is not subject to arbitration. In order to advance a Grievance to arbitration the Association must file a demand for arbitration with the American Arbitration Association within thirty (30) days of the date of the decision by the Superintendent or designee. The failure to file a timely demand for arbitration shall mean the Grievance is abandoned unless the parties have agreed to an extension. In lieu of processing the Grievance through the American Arbitration Association, the parties may agree to the appointment of an arbitrator, however, this process shall not serve to extend the time lines for demanding arbitration unless the

parties so agree in writing. The parties agree to be bound by the decision of the arbitrator so long as the decision is within the scope of the arbitrator's authority under this Agreement.

Rules Governing the Grievance Procedure

The following rules shall govern the Grievance Procedure.

A. Any matter which is excluded from the Grievance Procedure shall not be filed as a Grievance. Such matter shall include, by way of example, the decision to terminate a probationary employee and a decision to grant or deny a continuing education request. If such a matter is filed as a Grievance, the School district shall have the right not to respond and the matter shall be deemed null and void.

B. Powers of the Arbitrator: The Arbitrator shall be empowered, except as limited by this Agreement, to make a decision in cases of alleged violations, misinterpretations or misapplications of a specific Article and Section of this Agreement.

(1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) The arbitrator shall have no power to establish salary schedules or pay levels under this Agreement or increase or change any staffing levels.

(3) The arbitrator's authority shall be limited to deciding whether the District has violated the specific Article and Section cited in the Grievance. It is agreed (except as provided in this Agreement) the arbitrator shall have no power to change any practice, policy, or rule of the District.

(4) The arbitrator shall have the power to make monetary award such as, by way of example, back pay but shall not have the power to award damages.

(5) The arbitrator's decision shall be in writing and rendered in accordance with the time lines of the American Arbitration Association. Any arbitration hearing shall be heard at a mutually agreed location in St. Clair County.

C. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

D. The deadlines in this Article may be extended by the parties. Any agreement to extend time lines shall be confirmed in writing or by e-mail. In the event a party request and is granted an adjournment of an arbitration hearing, if the adjournment results in any costs being assessed, the party requesting the adjournment shall pay such cost.

E. The Association shall have the option of initiating an Association Grievance at Step Three, which is the Superintendent or designee's level.

Article XIII
Severance Leave Compensation

A. A Severance Allowance of one-fourth (1/4) of the regular daily wage earned during the year of Severance for all accumulated sick leave will be paid to the employee who terminates employment, and provided the employee has worked a minimum of ten (10) years in the Marysville Public Schools District and meets the provisions of the Michigan Public Schools Employees Retirement System. The maximum payment under this Article shall be \$1,900.00.

B. An employee who dies while employed by the School District and meets the requirements set in Paragraph A will be eligible for the same benefits as an employee terminating employment. The severance pay in such cases will be paid to a beneficiary designated by the employee.

Article XIV
Resignation

A. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least two (2) weeks prior to the effective date of resignation.

Article XV
General Provisions

A. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association and employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.

B. The Board retains all the rights, power and authority exercised or had by it prior to the date hereof, except as specifically limited by express provisions of this Agreement.

C. 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 on, the District and the Association, except as provided by law.

D. This Agreement is subject to amendment, alteration or additions only by 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.

E. An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate this agreement. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the employer. The Association reserves all rights to assert that this clause is unenforceable.

Article XVI
Evaluation

- A. All members of the Marysville Paraprofessional Association MEA/NEA:
1. Evaluations shall be conducted by the employee's immediate supervisor.
 2. All formal evaluations shall be written evaluations and recorded on "Employee Performance Appraisal" form.
 3. The immediate supervisor will hold a verbal post-evaluation conference with the employee to review the evaluation.
 4. Forms signed by the supervisor and employee shall indicate only receipt of the evaluation, not necessarily agreement.
 5. An employee shall have the right to respond to his/her evaluation, in writing, and have it attached to his/her official evaluation to be placed in the personnel file.
 6. Probationary employees will be evaluated at least twice during the probationary period, using "Employee Performance Appraisal Form."
 7. Permanent employees will be formally evaluated at least once every two (2) years.

Article XVII
Duration

A. This Agreement shall become effective July 1, 2012, and shall continue in full force and effect until midnight June 30, 2013, except that this contract may be opened by either party notifying the other in writing prior to April 1, 2013, for the purpose of commencing negotiations for a new agreement.

B. It is further agreed that in the event that a new agreement is not ratified prior to the expiration date of June 30, 2013, this contract shall remain in effect until such new agreement is ratified.

C. Any portion of the Agreement may be opened upon the written mutual agreement of the Union and the Board.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly-authorized representatives this ____ day of _____, 2012.

MARYSVILLE EDUCATIONAL
PARAPROFESSIONAL ASSOCIATION MEA/NEA

MARYSVILLE PUBLIC
SCHOOLS DISTRICT:

By _____
Marysville Educational Paraprofessional Assoc.

By _____
President of Board

And _____
Marysville Educational Paraprofessional Assoc.

And _____
Secretary of Board

And _____
Marysville Educational Paraprofessional Assoc.

And _____
Marysville Educational Paraprofessional Assoc.

And _____
SCCEA Uniserv Director

Salary Schedule 2012-2013*

Level

Probation	9.70
1	11.00
2	11.62
3	12.36
4	13.11

** All levels are one year in duration.*