

# PROFESSIONAL EMPLOYMENT CONTRACT

BETWEEN

FOWLERVILLE BOARD OF EDUCATION

AND

THE FOWLERVILLE EDUCATIONAL ADMINISTRATIVE  
ASSISTANTS & PARAPROFESSIONALS ASSOCIATION  
MEA/NEA

2025 - 2027

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This Contract is entered into this first day of July 2025, between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Administrative Assistants and Paraprofessionals Association MEA/NEA, hereinafter referred to as the "Association." It is mutually agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

1. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all Administrative Assistants, paraprofessionals, and teacher assistants employed by the Fowlerville Community Schools; excluding Central Office employees, substitutes, and all other employees not included above.
2. The term of this Contract shall be two (2) years and shall expire on the 30th day of June, 2027.
3. The terms and conditions of this Agreement are to be effective upon ratification by both parties.
4. The Board agrees to provide the Association the following information within thirty (30) calendar days of hiring a new employee for which this agreement applies: Name, address, phone number, school email address and assignment including location, hours and starting wage.

## **ARTICLE II**

### **BOARD OF EDUCATION RIGHTS**

1. The Board reserves the right to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this Agreement.
2. Rights Reserved by the Board: It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, authority, duties and responsibilities enumerated in the Revised School Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including by way of illustration and not limitation the rights to:
  - a) The executive management and administrative control of the School District, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its employees
  - b) Hire all employees and determine their qualifications and the conditions of their continued employment.
  - c) promote, transfer and assign all employees.
  - d) Determine the size of the workforce, and to expand or reduce the workforce.
  - e) Establish, continue or revise policies and adopt work rules and regulations.

- f) Dismiss, demote and discipline employees.
  - g) Establish, modify or change any work, business or school hours or days.
  - h) Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.
  - i) Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  - j) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
  - k) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulation and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.
3. Shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal.
  4. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication, exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
  5. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

### **ARTICLE III**

#### **WORKWEEK/OVERTIME**

1. Workweek: For the purpose of this Contract, the workweek shall consist of five (5) consecutive days, Monday through Friday. A full-time administrative assistant shall work an eight (8) hour day. A full-time paraprofessional shall work six (6) or more hours a day. Notification of any change in the employee's regularly scheduled work week shall be given to the employee by their immediate Supervisor by Thursday of the week prior to any such change.
2. Overtime: Employees in the bargaining unit who are required and preapproved to work in excess of eight (8) hours in a day or forty (40) hours in any week shall be compensated for those additional hours at one and one-half (1 ½) times the employee's regular rate of pay. All hours that an

employee is required to work on a Sunday will be paid at double the employee's regular rate of pay.

3. Extended Work Year: The District reserves the right to require more days of work per year than the minimum specified under the "Work Year" heading on Wage Schedule A. The normal work schedule may be extended by the immediate Supervisor. Employees shall be given five (5) days' notice of any change in their work schedule. The District reserves the right to employ less than full-time employees. By mutual agreement between an employee and the District, an employee may work less than the minimum number of days specified as "Work Year" on Wage Schedule A.
4. Breaks:
  - a) Employees working six, (6) or more hours a day shall be entitled to one (1) ten (10) minute relief period in the first half of the workday and one (1) ten (10) minute relief period in the second half of the day and shall be provided with an unpaid duty-free thirty (30) minute lunch period.
  - b) Employees working less than six (6) hours per day shall be entitled an unpaid duty-free thirty (30) minute lunch period.
5. Excessive Workload: The Administration will be cognizant of the employees' workload. When an employee believes that their workload is unreasonable, he/she is encouraged to discuss the matter with the person assigning the work. The Administrator assigning the workload will prioritize or adjust the workload. If possible, the workload should be adjusted. Should the overload problem continue, the employee may seek review of the matter through the administrative structure with the Superintendent's decision being final.

First Aid Duties/Distribution of Medication: The building Administrator and/or the school liaison officer will be responsible for all major medical decisions involving student emergencies. Administrative Assistants shall administer basic first aid to students.

  - b) Administrative Assistants will store, house and dispense meds/prescriptions as students need them and will receive and follow established District policies, procedures and care plans.
  - c) All buildings and Administrative Assistants will follow District policies and procedures for logging all meds in our possession. In cases where medications may need to be mixed, Administrative Assistants will perform that function as well.
  - d) Special Education Paraprofessionals throughout the District may be required to dispense prescribed medication in non-traditional methods that are unique to each child. For example, delivering meds through a mickey, dispensing food via a feeding tube, injecting insulin or inserting a suppository for seizures.
    - i) Annual training will be conducted in dispensing prescribed medication in non-traditional methods.
    - ii) Other Paraprofessionals (Title I and At Risk) and Administrative Assistants can be a witness (second adult) to the dispensing of the meds by the Special Education Paraprofessional, though, they would not serve as a "backup" to the Special Education Paraprofessional who

dispenses the prescribed medication.

- iii) The responsibility to administer medication is first assigned to a special education paraprofessional; if that is not applicable, the assignment may be given to another qualified non-special education paraprofessional.
- e) Stipend: A Stipend for Special Education Paraprofessionals who dispense or are expected to carry prescribed medication in non-traditional methods that are unique to each child will receive a \$250.00 stipend per semester. Article VI Compensation Dues, Fees and Payroll Deduction
- 7. Field Trips: Paraprofessionals and/or assistants will not be required to go on a field trip that exceeds their regularly scheduled school day. If the paraprofessional/assistant who routinely works with a student (who will be attending a field trip) does not wish to attend, the District will make every effort to seek a volunteer to take their place. The paraprofessional/assistant attending the field trip will be paid for all hours they are working with the student and any hours over 40 for the week will be paid at the OT rate. For overnight field trips Administration will work with the employee and Association to ensure coverage and compensation.
- 8. High Needs Paraprofessional Assignment Paraprofessionals assigned to students whose needs are defined by an IEP, 504 plan, safety plan, or behavior intervention plan will receive appropriate training from specialized personnel as necessary. The designation of a student as "high needs" is based on documentation within the IEP, 504 plan, or other formal support plan indicating that the student requires support above and beyond what is typical. Simply having an IEP or 504 plan does not automatically qualify a student as high needs; the need for enhanced or intensive support must be clearly stated in the plan. Paraprofessionals who are assigned to work with high needs students will receive a stipend of \$600 per semester. This stipend will be paid in the last paycheck of February (for first semester) and the last paycheck of June (for second semester), provided the paraprofessional is responsible for the student(s) 50% or more of student days in that semester. All opportunities addressed in Article VI Compensation Dues, Fees and Payroll Deduction
- 9. Notification: Administration, as soon as feasible, will make every effort to notify Paraprofessionals position assignments for the upcoming school year.

#### **ARTICLE IV**

#### **WORKING CONDITIONS**

- 1. Paraprofessionals and Administrative Assistants will be designated a secure location for personal belongings during the workday.
- 2. Each member shall have adequate instructional supplies to perform their daily duties. Electronic devices shall be supplied to support members in their daily duties of providing adequate support to students and staff members as needed.

3. Employees who are toileting, diapering, suctioning, catheterizing or otherwise handling body fluids or waste shall be provided with disposable gloves, bags, and such other materials as are necessary toward maintaining the health and safety of both the student and the assistant. Members performing such duties/tasks where a student's clothes must be removed shall have another adult present during performance of the duty/task, if an adult is available.
4. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety or well-being.
5. The Board shall provide restrooms for employee use.
6. The Board shall support employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to assist the employee with respect to students who are disruptive or repeatedly violate rules and regulations.
7. Employees required to perform playground duty shall be given reasonable time for necessary change of clothing exclusive of relief time.

## **ARTICLE V**

### **POSITION VACANCY**

1. Postings: All bargaining unit position vacancies shall be posted for a minimum of five (5) working days. The posting shall contain the job description, location of work, starting date, rate of pay, hours to be worked, job title and the minimum requirements. Interested employees must apply utilizing the online application through the District's website, within the five (5) working day posting period.
2. Filling Positions: When filling open bargaining unit positions, the District will consider;
  - a) Skill
  - b) Experience
  - c) Qualifications
  - d) Other factors deemed relevant by the District.
3. If all the criteria above are considered equal, an employee with the greater seniority in the open classification will be given preference. The Board reserves the right to hire an outside applicant for all vacancies.
4. Wage Placement and Classification Transfer Guidelines
  - a) New Hire Placement:
    - i) New employees may be placed no higher than the middle step (e.g., Step 2 on a 4-step scale) of the wage scale for any classification and category, based on relevant school experience in the position. Placement beyond the middle step may only occur if mutually agreed upon by the Superintendent and the Association.



b) Probationary Period:

- i) New employees shall be regarded as probationary for the first sixty (60) actual days of work of their employment as regular employees. No employee who has completed the probationary period shall be disciplined or discharged without just cause. The termination of a probationary employee shall not be subject to arbitration.

c) Transfers to Higher Classification & Category When an employee transfers to a position in a higher paying classification and category, the following applies:

- i) The employee will be placed on a step in the new classification that results in at least a \$0.50 per hour increase in pay. This step may be lower than the employee's current step.
- ii) If no step in the new classification provides at least a \$0.50 per hour increase, the employee will be placed on the next higher step that does.

d) Transfers to Lower Classification & Category

- i) If an employee transfers to a position in a lower paying classification and category, they will be placed on the same step they held in their previous classification and category.

e) Temporary Vacancies:

- i) If an employee is on leave of absence for less than six (6) months, the District is not required to post the position and may fill it on a temporary basis without posting.
- ii) If the leave of absence exceeds six (6) months, the District shall post the position as a temporary vacancy for the duration of the leave.
- iii) When filling a posted temporary vacancy, the position shall be offered to the most senior, experienced, and qualified bargaining unit member who applies, provided all other relevant factors are considered equal by the Board.
- iv) Should a temporary vacancy become permanent, and the temporary bargaining member is not selected to fill the position then that bargaining unit member shall revert back to their former position.

5. MTSS paraprofessionals: MTSS paraprofessional positions may be posted and hired as district paraprofessionals assigned to either K-5 (MTSS Group 1) or 6-12 (MTSS Group 2). These positions are district-wide and may transition between MTSS Groups each year based on staffing needs. If the district determines that staffing levels need to shift between Group 1 (K-5) and Group 2 (6-12), the following process will apply:

- a) Any necessary reductions in the impacted MTSS group will follow the procedures outlined in Article XIII- Reduction in Personnel or Article V - Vacancies.
- b) The vacated position(s) in the reduced group will not be replaced for the remainder of the school year.

\*Members in the position will transition into the MTSS Group 1 or MTSS Group 2 based on their assignment at the end of the 2024-2025 school year.

**ARTICLE VI**  
**COMPENSATION DUES, FEES AND PAYROLL DEDUCTION**

1. Pay Period: The wages of an employee shall be paid on a bi-weekly basis. The bi-weekly pay periods begin on a Monday and end on the Sunday preceding the payday. Whenever a payday falls on a non-workday, every effort shall be made to have the employees receive their pay on the last workday preceding the payday. Employees working 200 days or more shall receive their pay in twenty-six (26) pay periods in a fiscal year. Employees working less than 200 days will be on an established bi-weekly work year pay period determined by the weekly timesheet submitted to payroll.
2. Beginning Pay Period: For those employees whose work year begins in August, they shall receive their pay on the next regularly scheduled payday, and it shall continue from their first pay day forward.
3. Experience: Shall be measured in years from July 1st to June 30th. Placement on the wage schedule shall be determined as of July 1st of each year. Employees who have actively worked, including paid sick leave, for at least one-half of their position's regularly scheduled work year ending June 30th, will receive a full one (1) years' experience credit. Experience for similar types of work may be granted upon recommendation of the Superintendent and with the approval of the Board of Education.
4. MPSERS: The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement System on the gross wages for each employee covered by this Agreement.
5. Direct Deposit: Employees must properly execute and submit to payroll via online portal an authorization for payroll deposits. The Board agrees to deposit the specified sum(s) into one or two designated banking institutions.
6. Payroll Deductions: Upon appropriate authorization from the bargaining unit member the Board shall remit within fifteen (15) working days all monies to the appropriate business for 403(b), 457's and other approved programs between the Board and Association.
  - a) For other types of deductions, forms must be submitted via online portal. ie: W-4, HSA, FSA
7. Association Business: The Board agrees that the Association shall be allowed up to eight (8) days, with pay, to attend Association business each year, provided the Association gives the Board at least seven (7) days' notice or approval of the Superintendent if less than seven (7) days. The Association shall reimburse the Board for the retirement expenses incurred by the Board for the person's release time, as well as the substitute costs.
8. Stipend for assignment:

- a) Stipend for Special Education Paraprofessionals who dispense or are expected to carry prescribed medication in non-traditional methods that are unique to each child will receive a \$250.00 stipend per semester. As described in ARTICLE III Workweek/Overtime Item 6e may submit a request for payment of the stipend to the Human Resources Director at Central Office within 30 calendar days of the end of the first semester and prior to June 15 for the second semester to be paid from the same fiscal year
- b) Stipend for Special Education Paraprofessionals who work with high needs students as defined in Article III Workweek/Overtime Item 8 will receive a stipend of \$600 per semester. This stipend will be paid in the last paycheck of February (for first semester) and the last paycheck of June (for second semester), provided the paraprofessional is responsible for the student(s) 50% or more of student days in that semester.
  - i) If Paraprofessional is assigned to a high needs student(s) less than 50% of students days, the stipend will be prorated based on the number of student days worked in that semester.
  - ii) If a student is identified as having high needs during the semester, and the paraprofessional has been assigned to that student for the entire semester, the paraprofessional will receive the full stipend.
  - iii) Paraprofessionals who substitute for another paraprofessional assigned to high needs students shall receive an additional \$1.00 per hour for that day. The substitute paraprofessional must complete their time sheet using the designated high needs account code for the date of the assignment.

## **ARTICLE VII**

### **FRINGE BENEFITS**

1. The District will abide by all PPACA requirements. Employees will be offered coverage, that meets the minimal essential coverage. Employees offered coverage who do not meet eligibility based on contract language will be offered coverage as specified by PPACA. The employee is responsible for 100% of the total additional cost of the PPACA coverage.
2. The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and their dependents. Qualifying employees will be eligible for the benefits outlined in the Consortium plan for the Administrative Assistants and Paraprofessionals. Those not taking health insurance will receive \$300.00 per month.
3. The Board will participate in the Livingston County Health Care Consortium. During the time the District is part of the Consortium, both the District and the Association agree not to negotiate any changes to the insurance plans and benefits provided through the Consortium. This agreement fulfills their shared duty to negotiate over insurance benefits and coverage, and neither side will

bargain over these matters while the current plans are in effect under the Consortium contract.

4. However, this agreement does not change the District's and the Association's right to negotiate how insurance premiums are shared between the District and employees. This negotiation must still follow the limits set by the Publicly Funded Health Insurance Contribution Act. The Consortium agreement does not remove the District's legal duty to follow state and federal laws about how much it can pay toward medical benefits.

a) Section 1: PAK A

- i) PAK A health coverage will follow the plan details provided by the Consortium.

b) Section 2: PAK B (for Employees Not Electing Health Insurance)

- i) The Board will provide PAK B coverage for full-time employees and their dependents.

c) PAK A and PAK B include the following ancillary benefits: Dental, Vision, Life Insurance, AD&D, LTD (District Provided single, 2 person and full family)

d) Employees who choose not to take the District's health insurance may receive a \$300/month medical opt-out payment. To get this payment, employees must:

- i) Submit a written opt-out form provided by the District.
- ii) Show proof of other health insurance that meets Affordable Care Act requirements.
- iii) The opt-out deadline will match the open enrollment deadline.

Administrative Assistants	Eligible For
New Employees who work 6 or more hours per day	District-paid (up to the single subscriber hard cap for health insurance) Health, District-paid Dental and Vision, Life and Long-Term Disability Insurance
Employees listed on Appendix C and Appendix D who work 6 or more hours per day	District-paid (up to hard cap for health insurance) Health, Dental, Vision, Life and Long-Term Disability Insurance
Employees listed on Appendix C who work less than 6 but at least 4 hours per day	District-paid (up to 50% of premium for health insurance) Health, Dental, Vision, Life and Long-Term Disability Insurance
Paraprofessionals-New Employees	District-paid Life and Long-Term Disability Insurance

## **ARTICLE VIII**

### **HOLIDAYS**

The Employer will pay for the following holidays, based on the employee's regular scheduled work hours even though no work is performed by the employee if the holiday falls within the employee's work year:

- New Year's Eve Day - December 31
- New Year's Day
- Good Friday\*
- Memorial Day
- Labor Day
- Wednesday before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

To be eligible for the holiday pay the employee must be scheduled to work, and must work, or be on approved District leave, the scheduled workday prior to and the scheduled workday after the scheduled holiday.

\*If students are in attendance on Good Friday, an alternate holiday will be assigned in its place.

## **ARTICLE IX**

### **VACATIONS**

1. Employees shall be entitled to vacations with pay at the employee's per diem/hourly amount under Appendix B. (Eligibility from July 1 to June 30 employment shall be prorated based on time worked for new hires.) Vacation shall not accumulate from year to year.
2. Administrative Assistant Vacation: Earned vacation time for employees shall be taken during non-student contact time, including one week before the beginning of the student contact school year, and one week following the close of the student contact school year. Exceptions to this requirement may be granted by the building Principal. Prior to August 15th the administrative assistant and the building principal will meet to discuss and schedule each individual administrative assistant's upcoming work year calendar. This schedule will document the administrative assistant's workdays, vacation days and any unpaid leave.
3. Paraprofessionals Vacation: Paraprofessionals shall receive five (5) paid vacation days each year to be taken during non-student days. All days shall be taken prior to the end of the school year.

4. Vacation Time Consecutively:

- a) Administrative Assistants will be eligible for five (5) vacation days consecutively during student time once in a three (3) year period. Administrative assistants will be eligible for vacation time during the school year after a minimum of three (3) years with the District. Multiple requests for the same time period would require advance approval by the Superintendent.
  - b) Paraprofessionals will be eligible for five (5) vacation days consecutively during student time once in a three (3) year period. Paraprofessionals will be eligible after five (5) years of service. Employees must apply 20 workdays prior to leave. Approval of leave will be dependent on substitute availability. Multiple requests for the same time period would require advance approval by the superintendent.
5. Due to the costs of benefits (insurance, retirement, social security, workers' compensation), administrative assistants and paraprofessionals' positive influence in the district, the District is not in favor of dock days for administrative assistants and paraprofessionals.

## **ARTICLE X**

### **LEAVES**

Sick Leave:

1. Sick leave shall be granted monthly to employees at the rate of ten (10) days per year for administrative assistants and paraprofessionals whose regular work year is 225 days or less.
  - a) Sick leave shall be granted monthly to employees at the rate of eleven (11) days per year for administrative assistants whose regular work year is from 226 days up to and including 240 days.
  - b) Sick leave shall be granted monthly to employees at the rate of twelve (12) days per year for administrative assistants working more than 240 days.
  - c) Employees employed after the regular start of the work year shall be granted sick leave on a pro-rated basis for the year provided that they have worked at least one-half (1/2) of the month.
  - d) Sick leave will be granted for the following reasons:
    - i) Personal illness of a nature that prohibits successful fulfillment of duties.
    - ii) Medical Appointments
    - iii) Quarantine of an employee. Illness in the immediate family of the employee. Limited to: parents, siblings, spouse, guardian, child or ward.
    - iv) Illness or disability due to pregnancy
2. Should a special situation arise, the Superintendent may, on petition of the Association, grant additional sick leave to individual employees. Any employee leaving the school system who has used sick days in excess of their allowance (e.g., at the rate of one (1) day per month) shall have such sick leave pay deducted from their final check.

3. All Association employees may accumulate up to ninety (90) days of sick leave.
  - a) Purchase of Sick Days: Association employees who have accumulated ninety (90) or more sick days on April 1 may sell back to the District up to twenty-two (22) days in excess of ninety (90) sick days at the rate of \$30 per day. Sold days will be subtracted from the employee's total days. The employee will complete necessary paperwork and submit it to payroll in Human Resources by May 1st Sick day compensation will be paid with longevity in the first regular pay of June of the same fiscal year.
4. Bereavement Leaves:
  - a) Up to five (5) days of absence with pay will be granted to Employees for the death of an employee's spouse or domestic partner, siblings, parents, stepparents, mother or father-in-law, guardians, child, stepchild or ward.
  - b) Two (2) days per year may be used for the death of an employee's grandparents, grandchild, brother or sister-in-law, niece, nephew, aunt or uncle. If, unfortunately, there is more than one death that applies to this paragraph, an additional day will be granted.
  - c) The District will consider extenuating circumstances, if more than two (2) days is needed for an above person. The Employee can request the Superintendent or his/her designee to consider additional days. One (1) of the five (5) days may be set apart to deal with matters related to the death which cannot be dealt with at another time. Emergency situations may be handled at the discretion of the Administration.
5. Personal Business Leave: Personal business days shall be used only for matters of an urgent and crucial nature which requires the personal presence and attention of the employee and cannot be attended to at an alternative time which does not interfere with the duties of employment and for which other leave is not available.
  - a) An employee who is planning to use a personal business leave day on the day prior to a regularly scheduled holiday recess or on the day immediately following a regularly scheduled holiday recess must have prior written approval from their immediate Supervisor. Three (3) consecutive personal business days must have the prior approval of the Superintendent or their designee.
  - b) Each administrative assistant employee shall be granted three (3) non-restricted personal business leave days a year of which the last day used will be charged to the administrative assistant's sick leave. Any administrative assistants who do not use their personal business days in a given school year will have two (2) days added to their sick day accumulation.
  - c) Each paraprofessional employee shall be granted two (2) non-restricted personal business leave days a year of which the last day used will be charged to the paraprofessional employee's sick leave. Any paraprofessionals not using their personal business days in a given school year will have one (1) day added to their sick day accumulation.

- d) Only two (2) personal days will be granted per building per day. The Superintendent or his or her designee can exceed the building allotment in an extenuating circumstance per an individual's request.
6. Earned Sick Time Act (ESTA) Compliance Effective February 21, 2025, the Michigan Earned Sick Time Act (ESTA) replaces the Paid Medical Leave Act (PMLA). The Act mandates paid sick leave for eligible employees under specific conditions. The District affirms that its current paid sick leave provisions meet or exceed all ESTA earning requirements. The district furthermore affirms the compliance with the utilization of ESTA requirements.
  7. Family Leave: Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an employee who has been employed at least twelve (12) months and has worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve (12) weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons:
    - a) Due to the birth of the employee's child in order to care for the child.
    - b) Due to the placement of a child with the employee for adoption or foster care.
    - c) Due to the need to care for the employee's spouse, child, or parent who has a serious health condition.
    - d) Due to a serious health condition that renders the employee incapable of performing the functions of their job.
      - i) A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider.
  8. Any leave taken under this Contract for the above purposes shall be charged against the employee's leave entitlement under the FMLA at the election of either the Board or the employee. Other conditions of the FMLA shall apply to leaves in this section. The employee will be required to use sick and vacation time concurrently with FMLA leave time. Any health condition not covered above shall be discussed between the Employer and the employee in order to permit the employee to be away from their job.
  9. Unpaid Leave: After fifteen (15) years of service in the Fowlerville Community Schools, an employee may request unpaid personal leave for a period of one (1) fiscal year (July 1 to June 30). The request for unpaid leave must be submitted in writing to the Superintendent by April 1st for the ensuing fiscal year. The Board will approve one (1) such request per year, and additional requests at its sole discretion provided the Board is able to replace the employee with a qualified substitute.
  10. An employee granted unpaid personal leave will not receive District paid insurance or any other benefits during the leave nor will the employee accrue seniority during the leave. The employee will have no right to return to their job during the leave. An employee on such a leave must confirm



their intent to return, or not return, to employment in writing by April 1.

11. Maternity Leave: Maternity/childcare leaves will be granted upon written request for a period of up to one (1) calendar year. Sick leave may be used prior to the unpaid maternity/childcare leave for physical illness or disability but not during the unpaid maternity/childcare leave. In the event the pregnancy seriously affects the work and/or attendance of the employee prior to her voluntarily taking a leave of absence, the employee shall be required to take a maternity leave at such earlier date as determined by the Board. In the event the employee fails to indicate readiness to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this Agreement or individual employment contract. Leaves of absence shall commence at such time as the employee is unable to continue on active duty due to her pregnancy, unless the employee requests an earlier leave commencement time which is approved by the Board.
12. Emergency Leave: In the event of an emergency, leave may be granted at the discretion of the Superintendent. While on emergency leave, seniority will continue to accrue for up to one year.
13. Upon leaving: the employment of the District after a minimum of ten (10) years, the employee shall be paid at the rate of \$50.00 per day for all accumulated sick leave up to and including fifty (50) days.
  - a) All accumulated sick leave pay and/or health care waiver payment shall be paid by the employer to an approved 403(b) account provider within thirty (30) days of separation of employment.
  - b) If the employee fails to set up an approved 403(b) account within fourteen (14) days of separation of employment, this redemption shall be paid to the employee according to District payroll procedures and subject to all applicable taxes and deductions.
14. Dock Leave: Under extenuating circumstances, an employee may request in writing to the superintendent or his designee to take unpaid leave. In the event that it is granted, the employee is responsible for the cost of the insurance premium through payroll deduction.

## **ARTICLE XI**

### **MISCELLANEOUS**

1. Act of God Days: The first time that school has been cancelled due to an Act of God, the District will provide a day's compensation to paraprofessionals. Paraprofessionals may elect to use a vacation day, personal day, or sick day for a second Act of God Day and receive full compensation. Any further Act of God days shall not be paid if they are to be made up later in the school year. If the Act of God days are not to be made up, the paraprofessional may use a vacation, personal or sick day to receive compensation for the lost days at the end of the school year.
2. Administrative assistants shall report to work on Act of God days if travel conditions are safe. If the

administrative assistant makes a reasonable determination that conditions are unsafe, the District will provide a full day's pay for the first Act of God Day. For further Act of God days, administrative assistants may use vacation, sick or personal days to receive their regular pay.

3. If an individual building is closed after the start of a school day due to circumstances beyond the control of the district (power outage, water main break, etc.) then the Paraprofessionals/Administrative Assistants who are sent home from the school(s) affected will be compensated for their full, scheduled workday.
4. Jury Duty: An employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the pay and the pay received for the performance of such obligation if it is necessary to be absent for performance of the regular job for which contracted.
  - a) The employee must notify administration immediately upon notification of such duty to allow replacement or cancellation of such duty. This provision will not be observed if the employee is called for such duty as an obligation of an elective position, such as but not limited to township official, etc.
5. Conferences: The Board shall pay the full fee for employees who attend job-related functions or conferences that have been approved or required by their Supervisor. Expenses for said conferences shall be borne by the District according to Board policy. Meals, mileage, travel and/or lodging not prepaid by the District will be reimbursed at a reasonable rate upon delivery of receipts. The employee shall suffer no loss of wages while attending courses or programs required by the District and shall receive their normal daily wage for time in attendance. The employee shall make every reasonable effort to attend required courses or programs that take place outside of normal working hours.
6. In-Service Training: The unit and the District agree to meet and confer on the feasibility of in-service training for employees. With Supervisor pre-approval and on mutually agreeable days limited to two (2) half (1/2) days per year, administrative assistants can meet as a group. The agenda shall be job related and determined by the administrative assistants. The District will offer or provide a minimum of one Professional Development Day per year for the administrative assistants.
  - a) The District may make available paid Professional Development for paraprofessionals. Paraprofessionals may be required to attend. Administration will provide a minimum of seven (7) calendar days' notice when possible. District Administrators will work with paraprofessionals planning meaningful professional development. Professional development may occur on non-student days such as teacher professional development days.
7. If a paraprofessional is having a problem with a special needs student and has first discussed the

problem with the classroom teacher and they have jointly also discussed the problem with the building special education case coordinator, then the paraprofessional may address the issue with the building Administrator(s). In a situation requiring immediate attention the paraprofessional may go directly to the building Administrator.

8. All employees are to be under the supervision of the District Administration. In addition, the Special Education Director will provide oversight of any employee working within the District special education systems.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this Agreement or written Board policies affecting working conditions of the member. Should a member/Association feel that there has been a violation, he/she will take the following steps:

1. Step 1: The member/Association with or without a designated representative, shall discuss the grievance with the Supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the Supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the Supervisor within five work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) workdays following the discussion of the written grievance with the Supervisor, the member/Association shall submit the written grievance within five (5) workdays of the discussion with the Supervisor to step 2. A grievance, which is not within the scope of a Supervisor's authority, may be filed initially at step 2. The written grievance, as required herein, shall contain the following:
  - a) It shall be signed by the Grievant(s)/(Association).
  - b) It shall be specific.
  - c) It shall contain a synopsis of the facts giving rise to the alleged violation.
  - d) It shall cite the section or subsections of this Contract or written Board policy alleged to have been violated.
  - e) It shall contain the date of the alleged violation.
  - f) It shall specify the relief requested.
  - g) It shall indicate approval or disapproval by the Association.
2. Step 2: The Superintendent or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant within ten (10) workdays after receipt of the grievance to discuss the grievance. Within ten (10) workdays of the discussion, the Superintendent or their designated agent shall render their decision in writing,

transmitting a copy of the same to the grievant, the Association secretary, and Supervisor of the building in which the grievance arose, and place a copy of same in a permanent file in their office. If the decision of the Superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting within ten (10) attendance days of receipt of the Superintendent's decision.

3. Step 3: Upon proper application as specified in Step 2, the Board shall allow the Grievant and/or their Association representative an opportunity to be heard at a meeting of the Board within twenty (20) workdays of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) workdays of the meeting. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Supervisor for the building in which the grievance arose, the grievant, and the representative of the Association.
4. Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the Superintendent within ten (10) workdays after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:
  - a) The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) workdays, then:
    - i) The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.
    - ii) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this Agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his authority.
5. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
6. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice against the Association or other members.
7. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.

8. The time limits provided in this Article shall be strictly observed but may be extended by written Agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
9. The Association will have on file, in the office of the Superintendent, the names of the Association representative(s) in each building.
10. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
11. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.

### **ARTICLE XIII**

#### **SENIORITY, CLASSIFICATION & REDUCTION IN PERSONNEL**

##### **SENIORITY:**

1. Seniority shall become effective after completion of the sixty (60) actual days of work probationary period. A newly hired probationary employee shall not accrue seniority until the completion of the probationary period but then shall accrue seniority from the date of hire. Notification of hire will be sent to the designated Association leadership when a new employee is hired who is covered by this bargaining agreement.
2. A seniority list shall be maintained by the District and certified by the Association. Employees shall be ranked in order of bargaining unit date seniority then by classification & category. Said seniority list shall be presented to the association annually during the month of November for review. Corrections shall be brought to the attention of the Administration within thirty (30) days thereafter.
3. If two or more employees in the same classification & category have an equal amount of seniority, the tie shall be broken by a drawing to be held by Administration in the presence of the Association President or their designee. The drawing shall take place within ten (10) working days of the hire date, if possible, and written notification of the outcome shall be sent to the affected employees. Affected employees may attend the drawing. The drawing will consist of placing the names of the

affected employees in a basket for a random drawing. The first name pulled out will be the employee with higher seniority.

4. Seniority in the bargaining unit shall be broken only by discharge or voluntary quit. Time spent on medical leave, layoff status, or disability will not be construed as a break in continuous service, and seniority during such period shall continue to accrue. Time spent on other unpaid leaves will not constitute a break in continuous service but seniority during such periods shall not continue to accrue.
5. If an employee transfers out of one classification to another classification, their seniority shall be frozen in the first classification. If they return to the first classification at a later date, seniority shall resume from the previous level.

Classifications & Categories: Displacement rights and layoff procedures shall be followed within the following categories:

#### **CLASSIFICATION 1 - ADMINISTRATIVE ASSISTANTS**

##### **CATEGORY A:**

- Elementary Office/Elementary Principal (Do we want # of days listed here)
- Facilities-Custodial/Maintenance
- H.S. Asst. Principal/Attendance
- H.S. Athletics
- H.S. Counseling
- H.S. Principal
- Jr. High Office
- Jr. High Principal
- Food and Nutrition

## **CLASSIFICATION 2 - PARAPROFESSIONALS**

### **CATEGORY A:**

- Special Education
- Bus

### **CATEGORY B:**

- MTSS
- Title I And At Risk
- General Education
- Student Behavior Intervention

## **CLASSIFICATION 3 - EDUCATIONAL SUPPORT STAFF**

### **CATEGORY A:**

- Library/Media Clerk(S)
- CTE (S)

## **REDUCTION OF PERSONNEL**

1. Layoff: In the event employees are to be laid off, twenty-one (21) calendar days' notice will be given.
2. If a reduction in the number of positions within a specific classification and category becomes necessary, the following process shall apply:
  - a) The employee with the least seniority within that classification and category shall be laid off first, provided there are qualified employees remaining in the category to perform the required duties.
  - b) Seniority shall govern in all layoff decisions within the classification and category, as long as the more senior employee is qualified to perform the essential duties of the position, as outlined in the job description.
  - c) Qualifications include the requirements set forth in the job description, including public relations and interpersonal skills.
  - d) In the event a vacancy exists, in the same classification at the same time displacement occurs, a posting will occur to fill the existing vacancy. If no employee within the same classification applies for the vacancy, then the displaced employee will be placed in the posted vacancy. If an employee within the classification applies for and is granted the posted vacancy, the displaced employee is placed in that employee's newly vacated position.

## RECALL

1. When recalling employees within a classification and category, the District shall consider seniority. A bargaining unit member who is recalled to a position following a layoff shall be placed at the same step on the wage scale as they were on at the time of the layoff.
2. The Board shall issue a written notice of recall by sending a registered or certified letter to the employee's last known address on record with the District.
  - a) It is the employee's responsibility to keep their address up to date with the District. The address on file shall be considered conclusive for all layoff, recall, or other official notices.
  - b) If the employee does not respond and make themselves available for work within seven (7) calendar days of receiving the recall notice, they shall be considered to have voluntarily terminated employment.
  - c) Employees shall retain recall rights for a period of two (2) years from the date of layoff or for a period equal to their length of service, whichever is shorter.
3. No new employees shall be hired into a classification and category while there are laid-off employees from the district, unless no laid-off employee is qualified (as defined in Article XII) to fill the vacancy.

## DISPLACEMENT AND BUMPING:

1. Building-Level Displacement
  - a) If a position is eliminated and results in an employee being displaced, the following steps shall be taken within the affected building:
  - b) The employer will first seek volunteers to be displaced, beginning with the most senior employee in the same classification and category. If no volunteer comes forward, the employee with the lowest seniority in that classification and category within the building will be displaced.
2. District-Level Bumping (Same Classification & Category)
  - a) If the displaced employee in the affected classification and category within their building but has higher seniority than others in the district in the same classification and category, they may displace (bump) the least senior employee in that classification and category anywhere in the district.
3. Bumping into a Previous Classification
  - a) If there are no available positions in the employee's current classification and category, and the employee has sufficient seniority in a previously held classification and category under this Agreement, they may displace (bump) the least senior employee in that previous classification and category. In this case, the employee will be placed on the same seniority step and corresponding wage scale they held when they last occupied that classification and category.



**ARTICLE XIV**  
**STRIKE PROHIBITION**

The Association recognizes that strikes, by public employees, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

The Board shall be entitled in its sole discretion to reschedule as work days any days lost in the vent school is closed due to strikes by employees of the Board which do not allow such days to be counted as days of student instruction.

**ARTICLE XV**  
**BUS Paraprofessional(s)**

1. All provisions of this contract shall apply to the bus assistants, except as altered below.
  - a) Start of the Year Assignment: At the Transportation meeting in August, bus assistants will attend and bid on their yearly assignment. This bidding shall be done on a seniority basis. Payment for attendance at this meeting will be \$15.00. Assistants not in attendance will be assigned by the Transportation Supervisor.
  - b) Alternate Work Assignments: When an employee is assigned to work with an individual student and the student is absent from school, the bus assistant shall be assigned, by the Transportation Supervisor, alternate work within the building/department. Alternate work may include riding another bus, transportation office work, and cleaning buses.
  - c) Long Term Absence of a Student: If it is known that a student will be absent from school for more than fifteen (15) school days, the Transportation Supervisor shall review the situation and determine if a bus assistant is still needed. If the bus assistant is not needed, he/she may displace the least senior bus assistant to maintain their current hours. The bus assistant shall displace only the run(s) which are reduced.
  - d) Permanent Reduction of Hours: If a student no longer requires a bus assistant or the student leaves the District, the Transportation Supervisor shall review the situation and determine if a bus assistant is still needed on the run(s). If the bus assistant is no longer needed and the hours of the bus assistant are reduced, the procedures in Article 12 shall be followed. The bus assistant can displace only the run(s) which are reduced.

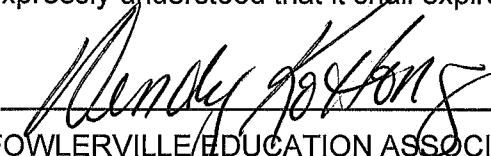
**ARTICLE XVI EMERGENCY**  
**FINANCIAL MANAGER**

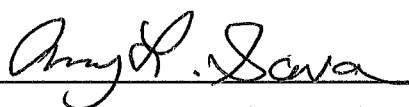
If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify or terminate the collective bargaining agreement in their sole discretion. This authority is prohibited subject to bargaining under the Public Employment Relations Act.


IN WITNESS WHEREOF the parties have hereunto set their hand and seals.


THE FOWLERVILLE EDUCATIONAL ADMINISTRATIVE ASSISTANTS & PARAPROFESSIONALS  
ASSOCIATION MEA/NEA

This Agreement shall be effective upon ratification by both parties. The Agreement shall be in effect from July 1, 2025 through June 30, 2027. This Agreement shall not be extended verbally, and it is expressly understood that it shall expire on the date indicated.

  
\_\_\_\_\_  
FOWLERVILLE EDUCATION ASSOCIATION  
Association President

  
\_\_\_\_\_  
FOWLERVILLE BOARD OF EDUCATION  
School Board President

  
\_\_\_\_\_  
Association Representative

  
\_\_\_\_\_  
School Board Secretary

## APPENDIX A

### LONGEVITY

YEARS OF SERVICE	LONGEVITY PAY
7-8 years	\$550.00
9-10 years	\$750.00
11-15 years	\$950.00
16-20 years	\$1,100.00
21-25 years	\$1,250.00
26+ years	\$1,350.00

Longevity payment shall be included in the first paycheck in June.

## APPENDIX B

### ADMINISTRATIVE ASSISTANT VACATION TABLE

GROUP A	
Employment Experience	Vacation Earned
0-6 years	5 days
7 years	6 days
8 years	7 days
9 years	8 days
10 years	9 days
11 years	10 days

2. Group A employees work at least 200 days but not more than 245 days a year.
  - a) Experience, for the purpose of determining the amount of vacation time, is calculated from the original date of hire in this unit.
3. Paraprofessionals Vacation: Paraprofessionals shall receive five (5) paid vacation days each year to be taken during non-student days. All days shall be taken prior to the end of the school year.

**APPENDIX C**

**DAILY WORK SCHEDULED HOURS AS OF APRIL 26, 2006**

**ADMINISTRATIVE ASSISTANTS**

Wendy Kottong

**APPENDIX D**

**EMPLOYEES WITH FULL FAMILY MEDICAL BENEFITS**

Ericka McClanahan

Tonia Siconolfi

Heather Rudnicki

## WAGE SCHUDLE A

CLASSIFICATION 1 - Administrative Assistants	Administrative Work year 210 – 246 depending on hire date and job assignment	2% Wage Increase in Year 2		
CATEGORY A: Administrative Assistants	Positions	Step	Year 1 2025/2026	Year 2 2026/2027
	Elementary Office/Elementary Principal	1	17.81	18.17
	Facilities - Custodial/Maintenance	2	18.37	18.74
	Food & Nutrition	3	18.94	19.32
	HS Asst Principal/Attendance	4	19.49	19.88
	HS Athletics	5	20.15	20.55
	HS Counseling	6	20.61	21.02
	HS Principal	7	21.16	21.58
	JH Office	8	22.90	23.36
	JH Principal			

CLASSIFICATION 2 - Paraprofessionals	Paraprofessionals Work Year 180 + 2 District Offered Professional Development Days	2% Wage Increase in Year 2		
CATEGORY A:	Positions	Step	YEAR 1 2025/2026	YEAR 2 2026/2027
	Bus	1	16.26	16.59
	Special Education	2	16.62	16.95
		3	17.51	17.86
		4	17.90	18.26
		5	18.29	18.66
		6	18.69	19.06
CATEGORY B:	Positions	Step	YEAR 1 2025/2026	YEAR 2 2026/2027
	General Education	1	15.70	16.01
	MTSS	2	16.06	16.38
	Student Behavior Intervention	3	16.98	17.32
	Title I and At Risk	4	17.35	17.70
		5	17.78	18.14
		6	18.16	18.52

CLASSIFICATION 3 - Educational Support Staff	Paraprofessionals Work Year 180 + 2 District Offered Professional Development Days	2% Wage Increase in Year 2		
CATEGORY A:	Positions	Step	YEAR 1 2025/2026	YEAR 2 2026/2027
	Career & Technology (s)	1	16.57	16.90
	Library/Media Clerk(s)	2	16.94	17.28
		3	17.85	18.21
		4	18.24	18.60
		5	18.65	19.02
		6	19.05	19.43