

# PROFESSIONAL EMPLOYMENT CONTRACT

BETWEEN

FOWLERVILLE BOARD OF EDUCATION

AND

THE FOWLERVILLE EDUCATIONAL ADMINISTRATIVE  
ASSISTANTS & PARAPROFESSIONALS ASSOCIATION  
MEA/NEA

2021-2025

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This Contract is entered into this first day of July 2021, 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, DUES, FEES AND PAYROLL DEDUCTION**

- A. 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.
- B. The term of this Contract shall be four (4) years and shall expire on the 30th day of June, 2025.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.
- D. The Board agrees to provide the Association the following information within fifteen (15) 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**

- A. 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.
- B. 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:
  - 1. 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;



2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the workforce, and to expand or reduce the workforce;
5. Establish, continue or revise policies and adopt work rules and regulations;
6. Dismiss, demote and discipline employees;
7. Establish, modify or change any work, business or school hours or days;
8. 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;
9. 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;
10. 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.
11. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith
  - i. Shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal.
  - ii. 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.
  - iii. 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**

- A. Workweek: For the purpose of this Contract, the workweek shall consist of five (5) consecutive days, Monday through Friday. The full-time administrative assistant shall work an eight (8) hour day. The full-time assistant/paraprofessional shall work a six (6) hour 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.
- B. Overtime: Employees in the bargaining unit who are required 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 1/2) 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 and triple the regular rate of pay if an employee is required to work on a District holiday.
- C. Ten Hour Days: Notwithstanding the provisions of subsection B of this Article, should the District adopt a ten (10) hour, four-day work week for any employees in the bargaining unit, those employees shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all authorized hours worked in excess of ten (10) hours in any one (1) day.
- D. Extended Work Year: The District reserves the right to require more days of work per year than the minimum specified under the heading "Work Year" 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.
- E. Breaks: 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 work day and one (1) ten (10) minute relief period in the second half of the day. Employees working less than six (6) hours per day shall be entitled to a thirty-minute uninterrupted lunch. Employees required to perform playground duty shall be given reasonable time for necessary change of clothing exclusive of relief time.

Assistants/paraprofessionals will be designated an appropriate place to secure personal belongings during the workday. All employees working six (6) hours or more a day shall be provided an unpaid duty-free thirty (30) minute lunch period.

- F. Excessive Workload: The Administration will be cognizant of the employee's 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.
- G. First Aid Duties: Administrative Assistants shall administer basic first aid to students. The building Administrator and/or the school liaison officer will be responsible for all major medical decisions involving student emergencies. Administrative Assistants will store, house and dispense meds/prescriptions as students need them following established District policies, procedures and care plans. 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. 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. Annual training will be conducted in dispensing prescribed medication in non-traditional methods. 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. Administration will ensure that more than one qualified individual is available to administer the meds in non-traditional methods. Any additional first aid training, blood borne pathogens training, or medical equipment training that is required by the District will be paid for by the District. Staff will follow applicable Fowlerville Board of Education policy and the District will provide adequate liability protection for District first responders and those involved in providing assistance or dispensing prescribed medication.

- H. Stipend: A Stipend for Special Education Paraprofessionals who dispense prescribed medication in non-traditional methods that are unique to each child will receive a \$250.00 stipend per semester. Employees may submit a request for a 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.
- I. 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. Administration, including one from central office, and the Association including the assigned paraprofessional, shall meet prior to the field trip to reach an Agreement on the expected time and compensation for the paraprofessional. All parties will sign the agreement prior to the field trip with the recognition that extenuating circumstances could arise that may logically require an adjustment of the agreement (ie., emergency change of itinerary, transportation issues or delays, cancellation of all or part of the planned trip, etc.)
- J. Notification: Administration, as soon as feasible, will make every effort to notify Administrative Assistants and Paraprofessionals of their building and position assignments for the upcoming school year.

#### **ARTICLE IV POSITION VACANCY**

- A. Postings: All bargaining position vacancies shall be posted for six (6) 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. A copy of each posting shall be sent to all District staff via District email. Interested employees must apply utilizing the online application through the District's website, within the six (6) working day posting period.

- B. Filling Positions: When filling open bargaining positions, the District will consider;
1. Skill
  2. Experience
  3. Qualifications
  4. Other factors deemed relevant by the District.

If all the criteria above are considered equal, an employee with the greater seniority in the open position classification will be given preference. The Board reserves the right to hire an outside applicant for all vacancies.

- C. Probationary Period: 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.
- D. Temporary Vacancies: If an employee is on a leave of absence of less than six (6) months the District is not required to post that position and can fill the position on a temporary basis. If the employee is on a leave of absence in excess of six (6) months the Board shall fill the position for the duration of the leave with the most senior, experienced, qualified bargaining unit member if all other relevant factors are deemed equal by the Board.

Should a temporary vacancy become permanent, and the temporary bargaining member is not selected to fill the position then that bargaining member shall revert back to their former position.

## **ARTICLE V** **COMPENSATION**

- A. 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-work day, 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.

- B. 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
- C. 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.
- D. 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.
- E. Direct Deposit: Employees must properly execute and personally deliver to the business office authorization for payroll deposit. The Board agrees to deposit the specified sum(s) into one or two banking institutions.
- F. 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) and 457's and other approved programs between the Board and Association.
- G. 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.

**ARTICLE VI**  
**FRINGE BENEFITS**

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.

The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective January 1, 2018 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date. Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium. The District and the Association agree that Association bargaining unit members who are otherwise eligible to enroll in these alternatives, which are recognized by parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

The Parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning January 1, 2021 and concluding on December 31, 2025 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of health care coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans.

Nothing in this Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products

and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act.

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 Para-Professionals. Those not taking health insurance will receive \$250.00 per month. If four (4) or more employees do not take health insurance, the rate increases by \$50.00 per month.

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



## **ARTICLE VII HOLIDAYS**

The Employer will pay 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
- July Fourth
- Labor Day
- Wednesday before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Fowlerville Fair - 1/2 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 work day prior to and the scheduled work day after the scheduled holiday.

## **ARTICLE VIII VACATIONS**

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.

- A. 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 June 15, 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.

B. Assistants/Paraprofessionals Vacation: Assistants/paraprofessionals shall receive five (5) paid vacation days each year to be taken during non-student days.

C. Vacation Time

1. 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.
2. Paraprofessionals & other assistants 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 work days 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. The administrative assistants shall have their tentative calendar completed by June 30th for the next school year and submitted to the building administrator. The calendar may be altered during the year with mutual Agreement of the administrative assistant and the building Administrator.
3. Due to the costs of benefits (insurance, retirement, social security, workers' compensation) and assistants'/paraprofessionals' positive influence in the classroom, the District is not in favor of dock days for assistants/paraprofessionals.

**ARTICLE IX**  
**LEAVES**

A. Sick Leave: Sick leave shall be granted monthly to employees at the rate of ten (10) days per year for assistants and for 225 day or less administrative assistants. Those administrative assistants whose regular work year is from 226 days up to and including 240 days shall earn eleven (11) sick leave days per year. All administrative assistants working more than 240 days will earn twelve (12) sick leave days per year.

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 including vacation time.

Sick leave will be granted for the following reasons:

1. Personal illness of a nature that prohibits successful fulfillment of duties.
2. Quarantine of an employee.
3. Illness in the immediate family of the employee. Limited to: parents, siblings, spouse, guardian, child or ward.
4. Illness or disability due to pregnancy

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.

All Association employees may accumulate up to one hundred fifty (150) days of sick leave.

- B. 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 \$50 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 1<sup>st</sup>. Sick day compensation will be paid with longevity in the first regular pay of June of the same fiscal year.
- C. Bereavement Leave: Absence with pay will be granted for each day necessarily lost from work for the following reasons and not be charged against sick leave:
1. Death of a spouse, sibling(s), parent(s), step-parents, guardian(s), or children, stepchildren or ward(s), not to exceed five (5) days.
  2. Two (2) days per year may be used per death of an employee's grandparents, mother-in-law, father-in-law, grandchild, niece, nephew, aunt, uncle, brother-in-law, or sister-in-law. Other deaths are covered under personal business leave.
  3. Emergency situations may be handled at the discretion of the superintendent.
- D. 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. 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.

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 not using their personal business days in a given school year will have two (2) days added to their sick day accumulation.

Each assistant/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 assistant/paraprofessional employee's sick leave. Any assistants/paraprofessionals not using their personal business days in a given school year will have one (1) day added to their sick day accumulation.

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.

E. Paid Medical Leave Act:

The Paid Medical Leave Act (PMLA) requires that the District provide paid leave time to hourly staff members for specific circumstances:

1. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
2. The eligible employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care or treatment of the eligible employee's family member's mental or physical illness, injury or health condition; or preventative medical care for the eligible employee's family member.
3. If the eligible employee, or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a

victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

4. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency, for an eligible employee's need to care for a child whose school or place of care has been closed in certain circumstance; or in certain circumstances if the eligible employee or a family member has been exposed to a communicable disease.
5. Employees are granted sufficient paid leave under this bargaining agreement to satisfy the Paid Medical Leave Act requirement.

E. 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:

1. Due to the birth of the employee's child in order to care for the child.
2. Due to the placement of a child with the employee for adoption or foster care.
3. Due to the need to care for the employee's spouse, child, or parent who has a serious health condition.
4. 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. 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.

- F. **Unpaid Leave:** After fifteen (15) years of service in the Fowlerville Community Schools, an employee may request an 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.

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.

- G. **Maternity Leave:** Maternity/child care 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/child care leave for physical illness or disability but not during the unpaid maternity/child care 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.

- H. **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.

- I. **Upon leaving:** the employment of the District after a minimum of ten (10) years, the employee shall be paid at the rate of \$30.00 per day for all accumulated sick leave up to and including fifty (50) days

- J. 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.

Attendance Incentive: Employees who have used two or fewer sick days between July 1st and December 31st may submit a request for a payment of a \$100 attendance incentive to the Human Resources Director at Central Office by January 31st. Employees who have used two or fewer sick days between January 1st and June 15th may submit a request for a payment of a \$100 attendance incentive to the Human Resources Director at Central Office by June 15th to be paid from the same fiscal year. If the attendance incentive is met throughout the entire year, the request for payment on June 15th should be for \$200.00, as the employee will have earned \$300.00 total for the year.

1. Sick days used for Act of God days will not be counted against earning the attendance incentive.
2. An employee's use of school business days, jury duty, union business days, bereavement leave, personal days, vacation days or sick/personal/vacation leave on (Act of God days in accordance with the contract will not be counted against earning the attendance incentive.

## **ARTICLE X MISCELLANEOUS**

- A. 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/assistants. Paraprofessionals/Assistants 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/assistant may use a vacation, personal or sick day to receive compensation for the lost days at the end of the school year.

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.

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 work day.

- B. Jury Duty: Employees called for jury duty, shall be paid a sum to make up the difference in their court pay and their regular work wage for the duration of their duty. Any compensation paid by the court shall be turned into the business office (minus mileage). Any compensation, which exceeds the employee's daily wage, shall not be turned into the District office.
  
- C. Employee Training: 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.
  
- D. Employee In-Service: 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 one Professional Development day per year for the administrative assistants and paraprofessionals. The District will pay a reasonable fee for administrative assistants to attend job-related functions or conferences that have been approved or required by their Supervisors if funds are available.
  - 1. 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. A committee of



paraprofessionals and District Administrators will work on planning meaningful Professional Development, with demonstrated need and approval of the Special Education Director and/or Assistant Superintendent.

- E. 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.
  
- F. All employees are to be under the supervision of the District Administration. In addition, the District Special Education Director will provide supervision and oversight of any employee working within the District special education systems.
  
- G. All employees who are eligible for accumulated sick-leave pay and/or Flat Fee Incentive Pay shall participate in the 403(b) Qualified Retirement Plan for Accumulated Sick Leave /Incentive Pay/” Special Pay” (403 B Vendor on the District Approved List)
  - 1. All accumulated sick-leave pay, and/or Flat Fee Incentive pay shall be paid by the employer to an approved 403(b) account provider by June 30th.
  
  - 2. Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.
  
  - 3. Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59.5. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of their total deposit added to the 403(b) account.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

- A. 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:

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 (5) 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:

1. it shall be signed by the grievant(s)/(Association).
2. it shall be specific;
3. it shall contain a synopsis of the facts giving rise to the alleged violation;
4. it shall cite the section or subsections of this Contract or written Board policy alleged to have been violated;
5. it shall contain the date of the alleged violation;
6. it shall specify the relief requested;
7. it shall indicate approval or disapproval by the Association.

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) work days 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.

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) work days 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.

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) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

1. 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) work days, then:
2. 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.
3. 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.

- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.
- C. The grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.
- D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.
- E. 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.
- F. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- G. The Association will have on file, in the office of the Superintendent, the names of the Association representative in each building.
- H. 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.
- I. 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 XII**  
**REDUCTION IN PERSONNEL**

A. **SENIORITY:**

1. Seniority shall become effective after completion of the sixty (60) actual days of work probationary period and shall date from the first day of work as a regular probationary employee in the applicable category.
2. The Employer agrees to post a list of employees by seniority in each of the categories.

3. Seniority in category 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.

B. CATEGORIES: Displacement rights and layoff procedures shall be followed within the following categories:

Category A – ADMINISTRATIVE ASSISTANTS

- Elementary Office/Elementary Principal
- Facilities-Custodial/Maintenance
- H.S. Asst. Principal/Attendance
- H.S. Athletics
- H.S. Counseling
- H.S. Principal
- Jr. High Office
- Jr. High Principal

Category B – SPECIAL EDUCATION PARAPROFESSIONAL(S)

Category C – TITLE I AND AT RISK PARAPROFESSIONAL(S)

Category D – CLASSROOM ASSISTANT(S)

Category E – SPECIAL EDUCATION BUS ASSISTANT(S)

Category F – CAREER PREP COORDINATOR(S)

Category G – FOOD & NUTRITION ADMINISTRATIVE ASSISTANT/BOOKKEEPER

Category H – STUDENT INTERVENTION AND PROGRAM ASSISTANT

Category I – LIBRARY/MEDIA CLERK(S)

Category J – VIRTUAL LEARNING EXPERIENCE INTERVENTIONIST(S)

C. LAYOFF

1. In the event a reduction in the number of positions within any given category becomes necessary, the employee with the least seniority within the category shall be laid off first providing there are qualified employees within the category to fill the position. Seniority within the category shall prevail in the layoff of employees provided the more senior employee has the ability to satisfactorily perform the job skills and requirements as set forth in the job description, including public relations and interpersonal skills.

2. For purposes of layoff in the classroom assistant/paraprofessional category, an administrative assistant who has been a classroom assistant/paraprofessional in the District may displace an employee in the classroom assistant category and count total seniority time as both an assistant/paraprofessional and administrative assistant.
3. If two or more employees in the same 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 the higher seniority.
4. In the event employees are to be laid off, twenty-one (21) calendar days' notice will be given.

#### D. RECALL

1. Seniority within the category shall prevail in the recall of employees within the category provided the more senior employee has the ability to satisfactorily perform the job skills and requirements as set forth in the job description, including public relations and interpersonal skills.
2. In a layoff or recall situation, if an employee is unable to satisfactorily perform in the position assigned on the basis of seniority in the category during the first sixty (60) workdays, the employee may be replaced by an employee with less seniority within the category.
3. In the event an employee fails to make him/herself available for work at the end of seven (7) calendar days of receipt, by certified letter, of notice of recall, he/she shall be deemed terminated.
4. Employees shall have recall rights for two (2) years from the date of layoff, or their length of service, whichever is less.

**E. DISPLACEMENT AND BUMPING:**

1. Displacement shall be defined as any person whose position within a classification and building is eliminated by reduction and the employee has sufficient seniority to avoid layoff.
2. In the event a position is eliminated causing an employee to be displaced, the employer will first seek volunteers, beginning with the highest seniority employee within the classification and affected building only. If no volunteer comes forward, the lowest seniority employee within the building shall be displaced.
3. The displaced employee (or employees) may only bump the employee (or employees) with the lowest seniority in the same classification within the District.
4. In the event a vacancy exists, in the same classification at the same time displacement occurs, a one-time only 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.

**ARTICLE XIII  
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 event 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 XIV**  
**FLAT FEE INCENTIVE PROGRAM**

**A. General Guidelines**

1. Employees who are eligible for the Flat Fee Incentive as of June 30, 2002 will continue to be eligible for the Flat Fee Incentive on a prorated basis. The maximum Flat Fee Incentive will be the amount earned as of June 30, 2002. If an employee has met the requirements listed in 3i and 3ii below, he/she shall receive the Flat Fee Incentive for the years employed in each category (administrative assistant and paraprofessional/assistant). The total Flat Fee Incentive amount as of June 30, 2002 will be decreased by the total additional longevity increase received by the employee above the 2000-2001 Appendix A longevity schedule amounts.
2. This Flat Fee Incentive Program (FFIP) is limited to administrative assistants and assistants/paraprofessionals who are employed by Fowlerville Community Schools and who meet the eligibility requirements set forth below.
3. To be eligible for the FFIP an employee must:
  - i. Be an employee with at least five (5) years of service in this unit as of June 30, 2002.
  - ii. Be actively employed by the Fowlerville Community Schools in good standing and cannot be on layoff or on leave of absence.
4. The employee must submit their written notification of intention to resign and a fully executed Waiver and Release of Claim, a copy of which is available in the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
5. The School Board shall not take action to accept the resignation until the next regular School Board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the Superintendent's office, at any time prior to formal Board approval. If the employee does not withdraw their resignation by the date of Board action, such resignation shall become irrevocable.
6. In consideration of the employee's resignation, the Board shall provide the following: The total due will be paid by September 1 of the year the employee resigns. The payment is in addition to any other benefits provided under this Agreement.



7. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Board and the Association make no representations as to the tax consequences or liabilities that may occur as a result of an employee selecting the flat fee incentive program.

**B. FLAT FEE INCENTIVE SCHEDULE**

1. Administrative assistants will receive credit for each year of service according to the following schedule:
  - i. \$654.00 for every year employed as an administrative assistant in Fowlerville.
  - ii. \$436.00 for every year employed as an administrative assistant in another school district.
  - iii. Total Incentive payment shall not exceed \$8,400.00.
2. Assistants/paraprofessionals will receive credit for each year of service according to the following schedule:
  - i. \$250.00 for every year employed as an assistant/paraprofessional in Fowlerville.
  - ii. \$167.00 for every year employed as an assistant/paraprofessional in another school district.
  - iii. Total Incentive payment shall not exceed \$3,300.00.

**ARTICLE XV  
BUS ASSISTANTS**

- A. All provisions of this contract shall apply to the bus assistants, except as altered below.
1. 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.
  2. 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 busses.

3. 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.
4. 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..

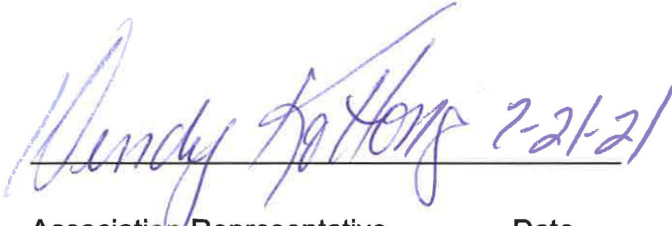
IN WITNESS WHEREOF the parties have hereunto set their hand and seals.

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, 2021 through June 30, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOWLerville EDUCATION ASSOCIATION

FOWLerville BOARD OF EDUCATION

 Wendy Kottler 7-21-21

 Michael D. Brown 7-13-21

Association Representative                      Date

School Board President                      Date

 Lissa Magusin 7/21/21

 Joshua Reed 7-13-21

Association Representative                      Date

School Board Secretary                      Date

**APPENDIX A**  
**LONGEVITY**

YEARS OF SERVICE	LONGEVITY PAY
9-10 years	\$650.00
11-15 years	\$850.00
16-20 years	\$1,000.00
21-25 years	\$1,150.00
26+ years	\$1,250.00

Longevity payment shall be included in the first or second paycheck in June. Longevity pay for each step increases \$100 June 2024.

**APPENDIX B**  
**ADMINISTRATIVE ASSISTANT VACATION TABLE**

GROUP A		GROUP B	
EMPLOYMENT EXPERIENCE	VACATION EARNED	EMPLOYMENT EXPERIENCE	VACATION EARNED
1-6 years	5 days	1-6 years	10 days
7 years	6 days	7-11 years	15 days
8 years	7 days	12 years	16 days
9 years	8 days	13 years	17 days
10 years	9 days	14 years	18 days
11 years	10 days	15 years	19 days
		16 years	20 days

Group A employees work at least 200 days but not more than 245 days a year.

Group B employees work at least 246 days and up to 260 days a year.

Experience, for the purpose of determining the amount of vacation time, is calculated from the original date of hire in this unit.

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

**ADMINISTRATIVE ASSISTANTS**

Aldrich, Donna  
Kottong, Wendy  
Magusin, Lisa  
Shreve, Laura

**MEDIA PARAPROFESSIONAL-SPECIAL EDUCATION PARAPROFESSIONAL**

***6+ hours***  
Davis, Cheryl

***5.75 hours***  
Kargel, Kami

***4.0 hours***  
Szelkowski, Peggy

**SPECIAL EDUCATION TRANSPORTATION ASSISTANTS**

***4.0 hours***  
Kunde, Pam

**WAGE SCHEDULE A  
2021-2022**

Category	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>Administrative Assistants</u>									
H.S. Principal	260 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
H.S. Counseling	260 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
H.S. Asst. Principal/Attendance	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
H. S. Athletics (4 hours)	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Jr. High Principal	240 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Jr. High Office	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Jr. High Counseling/Attendance	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Elementary School Principal	240 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Elementary School Office	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Food & Nutrition	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49
Facilities-Custodial/Maintenance	225 Days*	15.93	16.43	16.95	17.44	17.95	18.44	18.93	20.49

Category		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Assistants/Paraprofessionals</u>							
Special Education	Student Days	14.02	14.35	15.17	15.50	15.88	16.23
At Risk	Student Days	14.02	14.35	15.17	15.50	15.88	16.23
Title I	Student Days	14.02	14.35	15.17	15.50	15.88	16.23
Student Intervention & Program Assistant	Student Days	14.02	14.35	15.17	15.50	15.88	16.23
Special Ed. Bus (IEPC)	Student Days	14.02	14.35	15.17	15.50	15.88	16.23
Library/Media Clerk	Student Days	14.80	15.13	15.94	16.30	16.66	17.01
VLE Paraprofessional	Student Days	14.80	15.13	15.94	16.30	16.66	17.01

2021-2022 -Administrative Assistants step 1-7 are offered single hard cap insurance or cash in lieu starting 2021.  
All other employees receive a \$1 wage increase reflected in the above table.

\$1.00 per hour premium for Paraprofessionals working with high needs students on a daily basis. Eligibility for the premium will be determined by the Special Education Director in consultation with the assigned Paraprofessional and Building Administration.

**2022-2023**

Category	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Assistants</b>									
H.S. Principal	260 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
H.S. Counseling	260 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
H.S. Asst. Principal/Attendance	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
H. S. Athletics (4 hours)	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Jr. High Principal	240 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Jr. High Office	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Jr. High Counseling/Attendance	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Elementary School Principal	240 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Elementary School Office	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Food & Nutrition	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90
Facilities-Custodial/Maintenance	225 Days*	16.25	16.76	17.29	17.79	18.31	18.81	19.31	20.90

Category		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Assistants/Paraprofessionals</b>							
Special Education	Student Days	14.30	14.64	15.47	15.81	16.20	16.55
At Risk	Student Days	14.30	14.64	15.47	15.81	16.20	16.55
Title I	Student Days	14.30	14.64	15.47	15.81	16.20	16.55
Student Intervention & Program Assistant	Student Days	14.30	14.64	15.47	15.81	16.20	16.55
Special Ed. Bus (IEPC)	Student Days	14.30	14.64	15.47	15.81	16.20	16.55
Library/Media Clerk	Student Days	15.10	15.43	16.26	16.63	16.99	17.35
VLE Paraprofessional	Student Days	15.10	15.43	16.26	16.63	16.99	17.35

2022-2023 - 2% increase on schedule for all employees.

**2023-2024**

Category	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>Administrative Assistants</u>									
H.S. Principal	260 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
H.S. Counseling	260 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
H.S. Asst. Principal/Attendance	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
H. S. Athletics (4 hours)	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Jr. High Principal	240 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Jr. High Office	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Jr. High Counseling/Attendance	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Elementary School Principal	240 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Elementary School Office	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Food & Nutrition	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32
Facilities-Custodial/Maintenance	225 Days*	16.58	17.10	17.64	18.15	18.68	19.19	19.70	21.32

Category		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Assistants/Paraprofessionals</u>							
Special Education	Student Days	14.59	14.93	15.78	16.13	16.52	16.88
At Risk	Student Days	14.59	14.93	15.78	16.13	16.52	16.88
Title I	Student Days	14.59	14.93	15.78	16.13	16.52	16.88
Student Intervention & Program Assistant	Student Days	14.59	14.93	15.78	16.13	16.52	16.88
Special Ed. Bus (IEPC)	Student Days	14.59	14.93	15.78	16.13	16.52	16.88
Library/Media Clerk	Student Days	15.40	15.74	16.59	16.96	17.33	17.70
VLE Paraprofessional	Student Days	15.40	15.74	16.59	16.96	17.33	17.70

2023-2024 - 2% increase on schedule for all employees



**2024-2025**

Category	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Administrative Assistants</b>									
H.S. Principal	260 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
H.S. Counseling	260 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
H.S. Asst. Principal/Attendance	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
H. S. Athletics (4 hours)	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Jr. High Principal	240 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Jr. High Office	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Jr. High Counseling/Attendance	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Elementary School Principal	240 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Elementary School Office	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Food & Nutrition	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64
Facilities-Custodial/Maintenance	225 Days*	16.83	17.36	17.90	18.42	19.05	19.48	20.00	21.64

Category		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Assistants/Paraprofessionals</b>							
Special Education	Student Days	14.81	15.15	16.02	16.37	16.77	17.13
At Risk	Student Days	14.81	15.15	16.02	16.37	16.77	17.13
Title I	Student Days	14.81	15.15	16.02	16.37	16.77	17.13
Student Intervention & Program Assistant	Student Days	14.81	15.15	16.02	16.37	16.77	17.13
Special Ed. Bus (IEPC)	Student Days	14.81	15.15	16.02	16.37	16.77	17.13
Library/Media Clerk	Student Days	15.63	15.98	16.84	17.21	17.59	17.97
VLE Paraprofessional	Student Days	15.63	15.98	16.84	17.21	17.59	17.97

2024-2025 - 1.5% increase on schedule for all employees and all Longevity amounts will increase by \$100.00.

# Fowlerville Community Schools

## Letter of Agreement

### Between the Fowlerville Educational Support Personnel Association and the Fowlerville Community Schools Board of Education

This Letter of Agreement is entered into by and between the Fowlerville Community Schools Board of Education, and the Fowlerville Educational Support Personnel Association. Its intention is to revise Article X, Miscellaneous, Paragraph A. Act of God Days.

#### Current Article X – Miscellaneous

- A. 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/assistants. Paraprofessionals/Assistants 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/ assistant may use a vacation, personal or sick day to receive compensation for the lost days at the end of the school year.

#### Revised Article X – Miscellaneous

- A. Act of God Days: Whenever an Act of God day or days are declared by the Employer, the Employee shall be notified by their Supervisor of designee not to report to work, paraprofessionals/assistants will be compensated for their scheduled shift on the first Act of God day. For Act of God days after the first, paraprofessionals/assistants are limited to choosing to elect to use available sick or personal days to cover their scheduled shift for up to (5) additional Act of God days a year, or elect to receive no pay for that cancelled day.
- B. Days above district limit of 6: Paraprofessionals/assistants will be charged a no pay day. If at the end of the school year, the Act of God days are not required to be made up, at this time the paraprofessionals/assistants can submit to be paid for those days lost using available vacation, personal, or sick time.

This Letter of Agreement shall become effective immediately upon Board ratification and shall expire on June 30, 2025. The School District and the Association also agree that this Letter of Agreement shall not be deemed a precedent or past practice for purposes of the labor relations between the parties.

Signatures Indicating Tentative Letter of Agreement Has Been Reached:

Michael D. Brown  
For the Board  
3-15-22

W. Kuhl  
Date  
District Representative  
3-8-22

Date

Nancy H. Kottler  
For the Association  
3-8-2022

J. Blich  
Date  
For the Association  
3/8/22

Date