MASTER AGREEMENT

between the

DAVISON COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

DAVISON PARAPROFESSIONAL ASSOCIATION - MEA-NEA

2026/2027 and 2027/2028

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AGREEMENT

This Agreement is entered into on this 23rd day of June 2026, effective the 1st day of July, 2026, between the Davison Community Schools Board of Education (hereinafter called the "Employer") and the Davison Paraprofessional Association - MEA-NEA (hereinafter called the "Association").

PURPOSE

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the paraprofessional services determined by the Employer under methods which will further, to the fullest extent possible, the economic and efficient realization of the maximum quantity and quality of such services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

The Employer and the Association recognize the importance of orderly and peaceful relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 1 - RECOGNITION

A. Unit Description

The Employer recognizes the Association as the exclusive bargaining representative for the following employees:

All regular full- and part-time paraprofessionals, including Title I paraprofessionals, at-risk paraprofessionals, special education paraprofessionals, library paraprofessionals, vocational education paraprofessionals, technology program paraprofessionals, detention paraprofessionals, and GSRP Associate Teachers.

Excluding substitute paraprofessionals, office assistants, health nurse helper, playground monitors, lunchroom monitors, child care program/Latch Key teachers, child care program/Latch Key assistant directors, child care program/Latch Key care givers, and all other employees.

B. Definitions

The term "employee" when used herein shall refer to all employees represented by the Association in the bargaining unit defined above. References to one gender shall include the other.

ARTICLE 2 - EMPLOYER RIGHTS

A. Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.

2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.

3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.

4. Determine job descriptions.

5. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians at the Employer's expense for any amount not covered by insurance.

6. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.

7. Determine the number and location or relocation of its facilities and work stations.

8. Adopt rules and regulations not in conflict with this agreement or any applicable laws.

9. Determine the financial policies, including all accounting procedures.

10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

11. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Contract Interpretation

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.

C. Limitation on Employer Rights

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement. The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

A. Use Of Buildings and Equipment

1. The Association may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request stating the reason is submitted by the Association President or designee and advance written approval is received from the Superintendent or designee except in emergency situations when a verbal request and approval would be sufficient.

2. Upon request of the Association President or designee demonstrating need, and with prior approval of the Superintendent or designee, the Association may use certain Employer designated office equipment at reasonable times when not otherwise in use. The Association will comply with Board prescribed rules pertaining to the use of all school equipment. The Association shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.

3. The Association shall have use of the internal mail delivery system of the Board without cost.

B. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. Grievances shall normally be processed outside work hours. However, this section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

C. Information

The Employer agrees to furnish, at cost according to Board policy, to the Association President or designee in response to reasonable requests in writing, a copy of available public information.

D. Association Insignia

Employees may wear insignia, pins, or other identification of membership in the Association either on or off district premises.

E. New Hire Packets

As part of the onboarding process for new hires, the Board agrees to provide all new hires with a packet of materials designated by the Association. It shall be indicated on the

materials that these documents are not the opinions, beliefs or representative of Davison Community Schools. If the Association decides to change the materials, they will provide the Board with the changes. If the Board has concerns with the materials, they will reach out to the Association who will make every effort to accommodate the Board's concerns. The Board will provide the updated materials to the next new hire. This provision may only be subject to a grievance if multiple individuals have been affected.

ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discipline or discharge. Among the reasons for dismissal, suspension, or other disciplinary action of any employee at the option of the Employer are the following, by way of illustration and not limitation: unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; theft or misappropriation; horseplay; violence or destruction of property; possession of a weapon; immoral conduct; neglect of work or leaving the work area without permission; driving in an improper or unsafe manner while operating a school vehicle; abuse of sick leave, personal business leave, or other leave days; violation of Board rules or policy unacceptable rapport with students, parents, or other employees or harassment of students or employees, sexual or otherwise; threatening, intimidating, coercing, or interfering with employees or supervision at any time; making false or malicious statements about others; falsification of information; conviction of a felony or misdemeanor; engaging in unlawful or improper conduct during non-working hours which may affect the employee's relationship to her job or the district's reputation.

B. Discipline

Employees shall not be disciplined or discharged for arbitrary or capricious reasons.

C. Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question. The statement is limited to five (5) sheets of 8.5" x 11" paper. (MCL 423.505)

D. Representative

An employee may have present a representative of the Association during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. If representation is desired, no action will be taken until an Association representative is present unless immediate action is necessary.

E. Personnel File

An employee will have the right to review the contents of his/her personnel file according to law and to have a representative of the Association accompany his/her in such review.

F. Complaints

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to respond to the complaint. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

G. Assault

Any case of assault or threat upon an employee shall be promptly reported to the Employer.

H. Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting corporal punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to district property in accordance with the law.

I. Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the employee's immediate supervisor and to the Superintendent or designee.

J. Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies, equipment, and training as determined by the Employer to perform their assigned tasks.

K. Attire

All employees are expected to dress appropriately according to assignment. If any employee is required to wear a uniform, the Employer will provide the same. The employee will be responsible for maintaining the uniform.

L. Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

M. Medical Information

Employees will be given medical information about students which the Employer determines there is a need for the employee to know.

N. Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy.

ARTICLE 5 - CONTRACT MANAGEMENT COMMITTEE AND NEGOTIATIONS

A. Contract Management Committee

1. The Board and the Association will work as a team to resolve mutual concerns and problems.

2. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.

3. The Contract Management Committee will operate under procedures adopted by consensus.

4. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.

5. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board.

6. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiation proposal. However, the 10-day grievance-filing deadline in of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.

7. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiation process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.

8. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.

9. The Contract Management Committee will be responsible for directing and overseeing the work of committees it may choose to create from time to time.

10. All Contract Management Committee meetings shall be held at times other than when the Association representative are to be on the job except as otherwise arranged by mutual agreement.

B. Negotiations Procedure:

1. Commencement

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

2. Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

3. Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be posted on the District website within thirty (30) days after the Agreement is signed. The District will provide hard copies to the employees or the Association upon request.

4. Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Association may meet to discuss contract issues that may arise. The parties may reduce mutual agreements to writing. Any agreement that adds to or changes any provision of this contract is subject to ratification of the respective parties.

5. Policy Notification

Employees affected by a new or revised policy will be notified within thirty (30) days.

C. Emergency Financial Manager:

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions

A grievance shall be an alleged violation of the express terms of this Agreement. The term days shall mean work days, except that when school is not in session it shall mean weekdays. Holidays shall not count as workdays or weekdays.

B. Oral Discussion

Should any differences, disputes, or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such disagreement promptly through the following steps and using problem solving techniques when possible. An employee with a contract problem must orally discuss the problem with his/her building principal or designee and attempt to resolve the matter within ten (10) days of the occurrence or knowledge of the condition giving rise to the contract problem.

C. Filing

If satisfactory resolution of the problem is not obtained, the employee may submit a written grievance problem to the building principal or designee within ten (10) days of the occurrence of the condition giving rise to the grievance problem. The Grievance/Problem Report Form (Appendix B) shall be used. Should an employee fail to institute a grievance problem within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance problem shall be signed by the grievant and shall specifically state: who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

D. Level One

The building principal or designee shall meet with the grievant and the Association representative not later than ten (10) days following receipt of the written grievance problem. The building principal or designee shall issue the disposition of the grievance problem in writing within ten (10) days of the meeting.

E. Level Two

If the decision of the building principal or designee is not considered acceptable to the Association, the Association may present the written grievance problem to the Director of Human Resources or his/her designee within ten (10) days of receipt of the decision of the building principal or designee. The Association must state the reason(s) why the decision of the building principal or designee was not considered acceptable. The Director of Human Resources or his/her designee shall meet with the grievant and the Association within ten (10) days from the date of his/her receipt of the grievance. The Director of Human Resources or his/her designee shall issue a decision in writing relative to the grievance within ten (10) days of the meeting.

F. Level Three

If the decision of the Director of Human Resources or designee is not considered acceptable to the Association, the Association may present the written grievance problem

to the Superintendent within ten (10) days of receipt of the decision of the Director of Human Resources.

The Superintendent shall meet with the Association within ten (10) days from the date of receipt of the grievance. The Superintendent shall issue a decision in writing relative to the grievance within ten (10) days of the meeting. The disposition of the Superintendent shall be final.

Whenever any grievance pertains to a matter of individual discipline involving more than five (5) days of suspension or termination, then the Association may request that the grievance be referred to a state mediator. The mediator will attempt to resolve the grievance to the satisfaction of both parties. Any suggestions or decisions from the mediator will not be binding on either party.

G. Level Four

If any grievance is not settled through the previous procedures, the Union (but not individuals) may, within ten (10) days from the conclusion of Step 3, submit the grievance to arbitration in accordance with the current rules of the American Arbitration Association. If not so requested within said ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition. More than one grievance or dispute may not be submitted in one arbitration proceeding except by mutual agreement of the parties.

After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any applicable law or governmental regulation. Either party shall have the right to obtain issuance of subpoenas for any witnesses necessary to the presentation of its case. During arbitration proceedings neither party shall be able to rely upon evidence or assert new grounds or defenses, which have not been previously disclosed to the other party unless the arbitrator determines that just cause exists.

The fee of the arbitrator, including travel expenses, and the cost of any room or facilities shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them. The grievant and steward or president shall be released without loss of wages to participate in the arbitration hearing. Other employees necessary to the hearing shall be released without loss of wages at the request of the Union, provided the Union pays the necessary substitute costs.

The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he/she have the power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a Statute or Ordinance. Any other dispute arising out of, or relating to, the interpretation or proper application of this Agreement, based upon a grievance

of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

The arbitrator shall have no power to order punitive damages and, where no wage loss has been caused by the action of the District, the District shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

H. Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any time limits specified, all further proceedings on the grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.

I. Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job except as otherwise arranged by mutual agreement.

J. Grievance Limitations

Probationary employees may not grieve termination of employment but may grieve discipline less than discharge through Level Two. The decision of the Employer relative to the filling of vacancies in Article 8 (E), Assignment/Reassignment in Article 8 (G), and the granting of Experience and Training pay credit in Article 9 (I) may be grieved only through Level Two and not to Level Three.

ARTICLE 7 - WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The normal work year and schedule of work days for each regular employee shall be as designated by the Employer and may be changed by the Employer at any time.

B. Work Week

The work week shall begin at 12:01 a.m. on Monday and consist of Employer designated work days and hours.

C. Work Day and Hours

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer. The duration and scheduling of lunch periods and breaks, paid or unpaid, shall be determined by the Employer. The employer will notify the Association and affected employees of changes to their normal work schedule no later than two weeks before the change is to occur whenever practicable. Lunch and break time may not be banked and used to reduce the employee's regularly assigned work day. Adjustments in an individual employee's normal schedule on a given day due to unusual circumstances may be approved by the immediate supervisor or building principal or Superintendent or designee, but the decision shall not be the basis for a grievance nor constitute a precedent or past practice.

D. Scheduled Work Day Cancellation

The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable. When an employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will not be required to report on such days, except as required by the Employer. The employee will be compensated for the day. Employees may also be required to work on any make-up days and will be paid for those days. After an employee reports for work, if the rest of the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee (except for those employees required to remain) may leave when released by the building principal and will be paid for the balance of the employee's regular day. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

ARTICLE 8 - VACANCIES, PROMOTIONS, ASSIGNMENTS, TRANSFERS, AND LAYOFFS

A. Definition

A "vacancy" shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is a qualified employee from the classification on layoff.

B. Request for Reassignment and/or Transfer

Employees requesting reassignment or transfer may submit a written request specifically identifying the position and/or building desired to the Superintendent or designee by June 1st annually. The Employer will notify those individuals if such positions become available. Consideration will be given to those individuals still interested before the open position is posted.

C. Posting

After internal reassignments and transfers, all remaining bargaining unit vacancies shall be posted in a conspicuous place for a period of seven (7) calendar days. If a vacancy is posted when school is not in session, notice of the posting will, as soon as feasible, be included on the District web site. Said posting shall contain the following information:

Classification; minimum qualifications; approximate starting date; rate of pay; and approximate hours to be worked.

The Employer may in its discretion determine to post a position which had been filled by an employee on a long-term leave of absence.

D. Application for Vacancy

Interested employees may apply in writing to the Superintendent or designee within the seven (7) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

E. Filling Vacancies

When filling a paraprofessional vacancy, the Employer will interview all presently employed paraprofessionals who apply and meet the posted qualifications. The Employer will take into consideration factors including, but not limited to, past performance, length of service as a paraprofessional, and whom the Employer considers to be the most likely to succeed in a position. (See Section I for definition of length of service.)

The decision of the Employer shall not be grievable beyond Level 2. The Employer may withdraw a posting at any time.

F. Notice of Selection

The Employer shall notify the interviewed applicants to indicate whether they have been hired.

G. Assignment and Reassignment

The Employer will attempt to avoid involuntary reassignments. However, employees are subject to assignment and reassignment (which may include transfer to another building) at any time at the discretion of the Employer and such decision shall not be grievable beyond Level 2.

H. Temporary Assignment

An employee assigned to perform the work of an absent bargaining unit employee in excess of one hour will be paid at a rate for those duties based on the minimum rate for the position temporarily assigned. However, an employee's pay rate shall not be reduced as a result of such assignment. Placement in a temporary assignment will give the employee no additional benefits in that position, nor the right to expect permanent assignment in that position.

I. Length of Service/Seniority

Length of service shall be defined as continuous service in the bargaining unit starting with the most recent start date as a paraprofessional with Davison Community Schools.

J. Transfers

The need for involuntary transfer or change in hours will be determined by the administrative supervisor. When transferring people, the following should be considered:

- Allow paraprofessionals to stay in building, if desired.
- Offer voluntary transfers or changes in hours.
- Displaced people get first priority when openings occur.
- Lowest seniority person within a classification in a building would be displaced when hours are cut, if all other factors are equal.
- If more than one person will be displaced, seniority, experience, job performance, full-time/half-time, and scheduling will determine who will fill openings.
- Based on the above considerations, the decision as to who will be transferred or reduced/increased in hours, will be determined by administrative supervisor.
- Post available openings.

K. Layoff and Recall

In the event of a layoff, the person with the most recent date of hire within a classification will be laid off first. Layoff for purposes of this section shall mean reduction in the number of paraprofessionals.

When a senior employee is scheduled for layoff, the employee shall have the right to bump the lowest seniority employee in another classification, provided the employee is capable and qualified to perform the job as determined by administration.

Employees laid off may apply for vacancies in another classification (as listed in Appendix A).

When being recalled, the person with the most seniority and who is qualified to hold the position that is open will be recalled first, and continued in that manner until all openings are filled.

If a laid off employee refuses recall or does not answer the recall notice within fourteen (14) calendar days then that employee is considered a voluntary quit. If all laid off employees have either been recalled or are not qualified for the vacant position, then the administration may hire from the outside in order to fill the position.

Classification categories of this unit are Title I, At-Risk, GSRP, Special Education, Library, Detention, Vocational, Technology, Program, Braillist.

ARTICLE 9 - COMPENSATION AND INSURANCE

A. Compensation

The basic hourly wage rates of each employee shall be as set forth in Appendix A.

B. Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.

2. Double time will be paid for all hours worked on the following holidays: Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Memorial Day.

3. Paid leave shall not count toward hours worked.

4. Compensatory time off may be given if mutually agreeable to the Employer and the employee. Said time shall be at time and one-half if in excess of forty (40) hours per week.

C. Meetings

Employees may be required to attend meetings, including I.E.P.T. meetings, outside regular work hours. Employees required to attend such meetings will be compensated at their regular hourly wage rate subject to the provisions of Section B above. Required meetings will be so specified, otherwise they will be considered voluntary.

Unless explicitly notified otherwise, employees may attend building staff meetings relevant to their role and shall be compensated at their regular hourly wage for the actual time of attendance. If a staff meeting is scheduled during a GSRP Associate Teacher's Friday planning workday, their workday will be extended and they will be compensated at their regular hourly wage subject to the provisions of Section B above for the actual time of the meeting.

D. Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate provided they work for two (2) hours. This section is subject to the provisions of Section B above.

E. Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), as assigned by the Employer, which results from non-employer groups using school facilities will be paid at the employee's regular pay rate for that work subject to the provisions of Section B above.

F. Reimbursement for Medical Examinations

Any employee (except new hires) who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam which is not covered by insurance. A doctor selected by the Employer will perform the exam.

G. Individual Contracts

Compensation for doing bargaining unit work pursuant to any individual contract between the Employer and an employee shall be consistent with the compensation rates specified in this Agreement or as agreed otherwise between the Employer and Association. However, this shall not apply to non-regular or ad hoc security type work that is contracted out to anyone, including an employee. This also shall not apply to substitute work performed by an employee from a different classification.

H. Non-Bargaining Unit Work

Any employee who agrees to do non-bargaining unit work shall be paid at the rate designated for the work performed. He/she shall have no expectation of being paid his/her bargaining unit rate.

I. Experience and Training Credit

The Employer may grant to new hires, or employees being reassigned from one classification to another, experience credit based on experience in a similar role as determined by administration that was gained within fifteen (15) years of being hired. Experience gained prior to this window will not be considered for salary calculation purposes. New hires shall not be granted more experience credit than an existing employee with the same number of years of experience in the Davison Community Schools. Such decisions shall not be grievable beyond Level 2.

J. Life Insurance

The Employer shall provide $30,000 group life insurance protection that shall be paid to the employee's designated beneficiary. Said policy shall provide AD&D and wavier of premium coverage to all employees working at least twenty (20) hours per week.

K. Medical Insurance Option

Employees within this bargaining unit regularly scheduled to work at least 30 hours per week will be eligible to elect either the MESSA ABC Plan 1 High Deductible Health Plan single subscriber coverage only or the Essentials by MESSA Plan single subscriber coverage only. Paraprofessionals may choose to pay up to two person or full family coverage at their own expense.

The District will contribute $7,747.78 toward the cost of the premium for Single Subscriber Coverage.

The District contribution to the single subscriber premium will increase by the same percentage as the state hardcap each year. The employee shall pay any required deductible and pay any amount above the Board contribution for the premium through automatic payroll deduction for his/her selected MESSA program. This provision shall remain unchanged for the life of the contract.

If the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. (PA 152) is amended or repealed during the term of this Agreement, the parties will meet and negotiate a letter of agreement regarding insurance costs.

The Employer shall provide paraprofessionals not scheduled to regularly work 30 hours per week the option of purchasing medical health insurance at their own expense through payroll deduction. Employees may pay premiums only through payroll deduction with either after tax dollars or with pretax dollars through an IRS Section 125 Premium Contribution Plan.

L. Payroll Deduction Options

The Employer agrees to reasonable payroll deductions for the following areas and other deductions as agreed through the Contract Management Committee:

1. United Way
2. FASECU
3. Approved Tax Deferred Annuities
4. MESSA and MEFSA programs
5. Davison Education Foundation
6. Horace Mann programs

M. Mileage Reimbursement

Employees required to use their personal car for school business will be reimbursed at the current IRS rate.

ARTICLE 10 - EVALUATION

A - Evaluation

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Evaluations may not be grieved past level two.

B - Response

Following each formal evaluation, which shall include a conference with the evaluator or designee to be scheduled by the evaluator or designee at a mutually agreeable time, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires within ten (10) calendar days which shall be attached to the evaluation. All written evaluations are to be placed in the employee's personnel file.

Employees who disagree with their evaluation rating may submit a written appeal to the Assistant Superintendent stating rationale for the disagreement and request reconsideration of the evaluation rating. The Assistant Superintendent shall hold a conference with the employee and the immediate supervisor responsible for the rating within ten (10) working days of the request. The Assistant Superintendent shall render his/her decision whether or not to change the rating within ten (10) working days of the conference.

C - Termination

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

ARTICLE 11 - LEAVES

PAID LEAVES

A - Sick Leave

1. Employees who normally work at least fifteen (15) hours per week will be granted ten (10) days per year of sick leave upon reporting at the beginning of the employee's work year. The employee will only be credited with hours of sick leave equivalent to the scheduled average number of hours worked per day. Sick leave for employees who only work part of the year for that employee's classification will be prorated. Effective with the 2008/2009 school year, unused sick leave may accumulate from year to year up to a maximum of 330 hours. Employees who normally work less than fifteen (15) hours per week shall receive sick leave as required by law.

2. At the beginning of the contract year, the employee will have the current year's allowance available provided the employee reports for work. However, if an employee terminates employment before the sick leave hours used would have been earned, the amount for those hours used in excess will be deducted from the employee's last paycheck.

3. An incentive will be paid at the end of the school year to an employee that works the entire school year and meets the following criteria:

Zero (0) days used	=	3.5 days' pay bonus
One (1) day used	=	2.5 days' pay bonus
Two (2) days used	=	2 days' pay bonus

   An employee who uses dock time will not be eligible for the incentive. The use of personal time, approved bereavement time, and jury duty will not be a factor in determining eligibility for payment under this incentive.

4. An employee who retires shall receive fifty percent (50%) of their full daily pay rate upon retiring for each unused sick leave day he/she has accumulated up to a maximum of seventy-five (75) days.

B - Leaves of Absence Charged to Sick Leave

Personal or Family Illness:
An employee may use sick leave as allowable by law for their own personal or family illness, injury, or disability, or doctor appointments which cannot be scheduled outside of work time, as needed up to the number of days available to the individual. The Employer may require verification of need for absence from a physician when abuse is suspected, when there is a pattern of use, when there is an extended absence, or upon return to work when fitness may be an issue.

C - Personal Time

Each employee who normally works at least fifteen (15) hours per week may use up to three (3) days per fiscal year (July 1 to June 30) (out of the ten (10) sick leave days per year) for personal business. The employee will only be credited with personal time equivalent to the scheduled average number of hours worked per day. Personal time for employees who only work part of the year for that employee's classification will be prorated. The use of this time must be arranged in advance with the employee's immediate supervisor.

Unused personal hours shall accumulate as sick leave annually up to the maximum accumulation allowed.

An employee planning to use personal time shall submit his/her written request on the Employer approved form to his/her immediate supervisor for approval at least twenty-four (24) hours in advance, except in cases of emergency.

Effective with the beginning of the 2016/2017 school year, paraprofessionals may be allowed to convert one sick day per school year to a personal day with approval from their immediate supervisor. Paraprofessionals shall enter their absences in the District's Absence Management System.

D - Bereavement Leave

1. Each employee who normally works at least fifteen (15) hours per week will be granted up to three (3) days paid leave per fiscal year for bereavement. The employee will only be credited with bereavement leave equivalent to the scheduled average number of hours worked per day. Bereavement leave for employees who only work part of the year for that employee's classification will be prorated.

2. Any additional unpaid funeral leave may be granted by the Superintendent or designee upon written application on the district approved form.

E - In-Service

A leave of absence with pay may be granted for in-service activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the Employer.

F - Witness

Leave of absence with pay will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his/her employment with the Employer, provided that the legal action is not instigated by or on behalf of the employee or Association against the Employer. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

G - Jury Duty

1. An employee who normally works at least fifteen (15) hours per week and who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer the amount of wages the employee otherwise would have earned by working straight time hours for the Employer on that day [and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service) will be turned in to the Employer]. The obligation of the Employer to pay the employee for jury duty is limited to a maximum of ten (10) days in any fiscal year. Supervisors may approve additional paid jury duty time.

2. In order to receive payment, the employee must give the Employer prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported to or performed jury duty on the days for which he/she claims such payment.

3. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

H - Association Business

The union president or designee will be allowed paid leave time for one (1) day per year to conduct union business. Additional time may be requested at union expense.

I- Incremental Use of Paid Leave Time

Paid leave time of less than an employee's full work day must be used in increments of fifteen (15) minutes.

Parapros shall be paid the number of hours they are scheduled to work on the day of the absence, but shall be charged leave time up to the average hours for their position.

Ie: An employee who works 25 hours per week at 6.25 hours/day for four days shall be paid for 6.25 hrs and be charged 5 hours of leave time. If an employee is absent for 3 hours of a 6.25/hr work day, they will be charged 3 hours of leave time.

UNPAID LEAVES

J - Leave of Absence Without Pay or Fringe Benefits

1. A leave of absence of up to twelve weeks will be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.

2. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.

3. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns, or travel. The granting of personal leave shall be at the Employer's discretion. Allowing a leave under this subsection will not constitute a precedent or past practice. Denial of a leave request will not be grievable.

4. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.

5. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.

6. An employee, on an approved leave of absence, shall notify the Employer of his/her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.

7. An employee on an approved leave of absence will be returned to a generally comparable position as determined by the Employer.

K - Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage, if any, maintained for one 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; or
(d) due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

L - Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence.

ARTICLE 12 - NO STRIKE

There shall be no interruption of services nor any abstention in whole or in part from the full, faithful, and proper performance of the duties of employment by any employee. The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

ARTICLE 13 - EXTENT OF AGREEMENT

A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C - Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 - HOLIDAYS

A - Paid Holiday

All employees shall be entitled to the following paid holiday provided that it falls within their regularly scheduled work year:

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve (Beginning with the 2015/2016 school year)

New Year's Day

Memorial Day

One Floating Holiday

CMC will annually determine the date for the floating holiday, which shall be scheduled on a non-student day.

Eligible employees will be paid 8 hours for each paid holiday.

ARTICLE 15 - MISCELLANEOUS

A - Absence

Any employee who is unable to report for work must notify the designated person as soon as possible but in no event later than one (1) hour prior to the employee's reporting time so that a substitute may be obtained if necessary or other arrangements can be made.

B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor. Failure to give such notice will be sufficient cause for withholding three (3) days pay.

C - Americans with Disabilities Act

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

D - Probationary Employees

New bargaining unit members will serve a probationary period of ninety (90) days. In the event the probationary employee is absent more than a total of ten (10) work days, the probationary period will be extended by the number of work days missed in excess of ten (10). Probationary employees may not grieve termination of employment but may grieve discipline less than discharge through Level 2 but not to Level 3.

E - Planning

If there is no school in session on Fridays resulting in lost planning time, GSRP Associate Teachers may make up that time during the week with up to four (4) planning time hours added either before or after the normal school day starts or ends with administrator approval.

F - Apprenticeship

GSRP Associate Teachers who are a member of the "Child Care Network Early Childhood Apprenticeship Program" will be guaranteed a wage increase as per Appendix A during the length of their program to comply with the requirements of the U.S. Department of Labor.

ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2026 and shall continue in full force and effect through June 30, 2028.

FOR THE EMPLOYER:

Holly Halabicky

Holly Halabicky, Board President

Alicia Hensley

Alicia Hensley, Board Secretary

FOR THE ASSOCIATION:

Jennie R. Lewandowski

Jennie Lewandowski, DPA President

APPENDIX A - HOURLY WAGE RATES
2026/2027 and 2027/2028

For 2026/2027
- $2.25 on scale increase
- One (1) step on scale for all eligible employees

For 2027/2028
- $0.50 on scale increase
- One (1) step on scale for all eligible employees

A. The salary schedule below will apply to the following paraprofessional classifications:
·Title I, At-Risk, · Library ·Detention
·GSRP (Great Start Readiness Program) · Special Education

Salary Step	1	2	3	4	5	6	7	8	9	10
2026/2027	$15.26	$15.55	$15.84	$16.13	$16.42	$16.71	$17.00	$17.29	$17.58	$17.87
2027/2028	$15.76	$16.05	$16.34	$16.63	$16.92	$17.21	$17.50	$17.79	$18.08	$18.37

* Salary Step	11	12	13	14	15
2026/2027	$18.16	$18.45	$18.74	$19.03	$19.32
2027/2028	$18.66	$18.95	$19.24	$19.53	$19.82

* The "Beyond Step 10 Paras" are placed respectively on-scale steps 11 through 15.

There is no further advancement beyond step 15.

B. The above salary schedule, beginning at Step 6 through 15, will apply to Braillist paraprofessionals.

C. The Director of Personnel may determine the salary step of a new paraprofessional based on related work experience. The President will be notified whenever this occurs.

D. Longevity: The following payment will be paid to employees according to the years worked:

6 - 10 years	4 days' pay
11 - 15 years	5 days' pay
16 - 19 years	6 days' pay
20+ years	7 days' pay for full-time & $1,000 for part-time

A longevity payment shall be made in June. If the member resigns for the purpose of retirement prior to June, the longevity payment they would have received will be instead paid in their final check..

APPENDIX B - GRIEVANCE REPORT FORM
DAVISON PARAPROFESSIONAL ASSOCIATION

Grievance #:	Date of Violation:	Date of Oral Discussion:	Date of Grievance Filing:

All Contract Articles and Sections Affected:

Statement of Grievance – use additional paper as needed. PRINT or TYPE.

Relief Sought – (What do you want done?) – BE SPECIFIC

Grievant:	Position:	Building:
DPA Representative:		

Received by (Name – Building Principal):	Date Received by Building Principal or Designee:

Date of Level 1 Meeting:

Signatures:

Level 1 Administration Disposition (to be written after Level 1 Meeting)

Signed By (Respondent): Date:

GRIEVANCE REPORT FORM
DAVISON PARAPROFESSIONAL UNIT

LEVEL 2

Grievance #: (from 1st page)	Date of Violation: (from 1st page)	
Date of Level 1 Meeting:	Date Level 1 Administration Disposition Received by Association:	Level 1 Administration Disposition Received by (Name):

Davison Paraprofessional Response to Level 1 Disposition

Signed By (Respondent) Date:

Received by (Name):	Date Received by Assistant Superintendent:

Date of Level 2 Meeting:

Signatures:

Level 2 Administration Disposition (to be written after Level 2 Meeting)

Signed By (Respondent): Date:

GRIEVANCE REPORT FORM
DAVISON PARAPROFESSIONAL UNIT

LEVEL 3

Grievance #: (from 1st page)	Date of Violation: (from 1st page)

Date of Level 2 Meeting:	Date Level 2 Administration Disposition Received by Association:	Level 2 Administration Disposition Received by (Name):

Davison Paraprofessional Response to Level 2 Disposition

Signed By (Respondent) Date:

Received by (Name):	Date Received by Superintendent:

Date of Level 3 Meeting:

Signatures:

Level 3 Administration Disposition (to be written after Level 3 Meeting)

Signed By (Respondent): Date:

APPENDIX C - LEAVE TIME ACCRUAL PROCEDURES - PARAPROFESSIONALS APPROVED BY DPA CMC - DECEMBER 10, 2001

This agreement will be effective at the start of the 2002/2003 school year.

A "day" for the purposes of computing sick, personal and bereavement leave for paraprofessionals shall be as follows:

If "Regularly scheduled work week" is between (inclusive)	Hours per day shall be
15 and 20 hours	4
20+ and 25 hours	5
25+ and 30 hours	6
30+ and 35 hours	7
35+ and 40 hours	8

"Regularly scheduled work week" shall be defined as:

> All work hours in a job that is defined in Article 1 of the Master Agreement. To be considered, the schedule must be long term in nature. Long term shall mean a schedule that is assigned and worked for at least twenty (20) weeks in a year.

"Regularly scheduled work week" shall not include:

> Hours assigned and/or worked by an employee in a classification outside the bargaining unit and hours worked on a temporary basis (less than twenty weeks in duration in a year) in a classification inside the bargaining unit.

Leave hours shall be assigned on a yearly basis. That is, the "regularly scheduled work week" shall be determined for a full year based upon the above definition and shall remain constant during the year.

APPENDIX D
CURRENT PROCEDURES FOR THE LIFTING AND TOILETING OF SPECIAL EDUCATION STUDENTS
Adopted May 21, 2003

Special education students with physical impairments have a wide variety of individual needs based on their physical diagnosis. Accommodations and supports must be developed on an individual basis to meet these needs. In addition, in the case of several disorders such as muscular dystrophy, the student's physical capabilities continue to deteriorate over time and changes periodically need to be made. Thus special education staff realize that any procedures may be revised at any time based on the individual student's needs.

When a paraprofessional is asked to toilet, lift, or transfer a student, a consultation is always made with the Genesee Intermediate School District physical therapist. The physical therapist is responsible for helping to develop the accommodations needed to assist the student. These accommodations are noted in the student's Individual Education Plan. The therapist trains the paraprofessional in appropriate lifting and toileting. When a student transfers into a new school building, every attempt is made to have the new staff visit the student at his current school and to obtain training from the paraprofessionals and physical therapist currently working with the student. The student usually visits the new school prior to the first day of school to ensure that all of our facilities can accommodate his/her needs.

Paraprofessionals are directed to talk with the physical therapist at any time if they have concerns that arise in following the physical therapist's suggestions for lifting or toileting. The physical therapist sees the student on a weekly basis for an individual physical therapy session so he/she can monitor the student's physical needs. The paraprofessionals are directed to talk with the therapist promptly when any difficulties arise on a weekly basis, if needed. In addition, it is part of the paraprofessional's responsibilities to discuss any problems not resolved by the physical therapist with the Director of Special Services.

APPENDIX E
DAVISON PARAPROFESSIONAL ASSOCIATION
VOLUNTARY TRANSFER FORM
Adopted June 11, 2002

Name:_____

Building:_____

Assignment:_____

Request for:

- □ Change in hours: _____
- □ Transfer to a new building: _____
- □ Both:_____

Comments:

Due by June 1st annually.

APPENDIX F - GSRP

When in the absence of a GSRP Lead Teacher, the GSRP Associate Teacher takes on the Lead Teacher role, they shall be compensated according to the pay rates for substitute teachers unless the pay is less than the employee's regular pay.

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