

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE  
FOWLerville COMMUNITY SCHOOLS

AND

THE FOWLerville EDUCATIONAL  
ADMINISTRATIVE ASSISTANTS &  
PARAPROFESSIONALS  
ASSOCIATION  
MEA/NEA

2014-2016

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This Contract is entered into this first day of July 2014, 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 two (2) years and shall expire on the 30th day of June, 2016.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.

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 work force, and to expand or reduce the work force;
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.

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

Shall be consistent with Board policies then in effect and the specific and express terms of this Agreement providing the same are legal.

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.

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 his/her 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 Work Load: The Administration will be cognizant of the employee's workload. When an employee believes that his/her 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 first aid to students. The Administration will be responsible for all major medical decisions involving the student when the Administrative Assistant is administering first aid. 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. Paraprofessionals who are provided training will assist diabetic students with insulin injections.
- Field Trips: Paraprofessionals and/or assistants will not be required to go on a field trip that exceeds their regularly scheduled school day. If an assistant or paraprofessional volunteers for a field trip, he/she will only be paid for his/her "regular" hours at his/her "regular" rate. The extra hours will be considered "volunteer" time and the paraprofessional will not be compensated for these "volunteer" hours. A letter of understanding for the field trip time and compensation shall be signed by the employee and the building Administrator prior to the field trip. If no paraprofessional volunteers and one is required for an overnight trip, Administration, including one from central office, and the Association shall meet prior to the field trip to reach an Agreement on the time and compensation for the paraprofessional.
- H. 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 ten (10) working days in the high school office, junior high school office, middle school office, both elementary offices, central office and the bus garage. 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 the Association secretary. Interested employees must apply in writing to the Superintendent, or designee, within the ten (10) working day posting period.

The Association will designate an individual and notify the central office of that designee in order that summer vacation bargaining position openings can be mailed to him/her.

- B. Filling Positions: When filling open bargaining positions the District will consider;
- a) Skill
  - b) Experience
  - c) Qualifications
  - d) 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 his/her 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



his/her pay on the last workday preceding the payday. Employees working 200 days or more shall deliver in writing to the business office two (2) weeks prior to their first pay period their written choice of bi-weekly work year or 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.

- B. Beginning Pay Period: For those employees whose work year begins in August, they shall receive their pay on the next regularly scheduled pay day and if the employee has selected the twenty-six (26) pay period option it shall continue from his/her 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) year's experience credit. Experience for similar type 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.

#### ARTICLE VI FRINGE BENEFITS

The Employer shall provide the following cost of fringe benefits for twelve (12) months for the bargaining unit member and his/her dependents as follows with financial participation by the members. New employees (either new to the District or eligible position) receive no health insurance or cash-in-lieu. Current bargaining unit members moving into a new position are eligible for health insurance or cash-in-lieu equal to their current eligibility.

**Group I Administrative Assistants**  
**Plan A**

Employees whose work year is 225 days or more, and works six (6) hours a day, or thirty (30) hours per week, shall be eligible for the following plan:

MESSA Choices II, \$500/\$1000 Deductible in-network, \$1000/\$2000 Deductible out-of-network.  
SaverRx \$10.00 generic, \$40.00 brand name.

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50  
Annual Maximum \$2000.00  
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

For the 2012-2013 school year, the Board will pay a co-pay as defined by the limits in PA152 toward to employee health insurance coverage. After the 2012-2013 school year the contract will reopen to negotiated health insurance coverage for year two, of the two year contract expiring June 30, 2014.

**Group I Administrative Assistants**

**Plan B**

Employees who qualify but waive full insurance

- Cash-in-Lieu of Insurance: \$250.00 per month
- Dental Benefits: SET/SEG Self Funded 75/75/75/50  
Annual Maximum \$2000.00  
Orthodontics Lifetime Maximum \$1000.00
- Vision Benefits: SET/SEG Self Funded
- Negotiated Life: \$10,000.00
- Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

**Group I Administrative Assistants**

**Plan C**

Employees whose regularly scheduled work day is four (4) hours or more a day but less than six (6) hours a day as of April 1, 2006 (Appendix C) will be eligible for MESSA Choices II, \$500/\$1000 Deductible in-network, \$1000/\$2000 Deductible out-of-network. SaverRx \$10.00 generic, \$40.00 brand name, **50% co-pay district/50% co-pay employee.**

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

- Dental Benefits: SET/SEG Self Funded 75/75/75/50  
Annual Maximum \$2000.00  
Orthodontics Lifetime
- Vision Benefits: SET/SEG Self Funded
- Negotiated Life: \$10,000.00
- Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

**Special Note:** Each September and January employees covered by health insurance will provide documentation for children ages 19-26 that they qualify to be covered by the districts health insurance policy.

**Group II Paraprofessionals**

**Plan A Paraprofessionals**

Employees whose work year is 224 days or less and works six (6) hours a day or thirty (30) hours per week as of April 1, 2006, (Appendix C) and continues to work six (6) hours a day or thirty (30) hours per week shall be eligible for the following plan:

MESSA Choices II, \$500/\$1000 Deductible in-network, \$1000/\$2000 Deductible out-of-network. SaverRx \$10.00 generic, \$40.00 brand name.

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50  
Annual Maximum \$2000.00  
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

For the 2012-2013 school year, the Board will pay a co-pay as defined by the limits in PA152 toward the employees' health insurance coverage. After the 2012-2013 school year the contract will reopen to negotiate health insurance coverage for year two, of the two year contract expiring June 30, 2014.

**Group II Paraprofessionals**

**Plan B Paraprofessionals**

Paraprofessionals who qualify but waive full insurance:

Cash-in-Lieu of Insurance: \$250.00 per month

Dental Benefits: SET/SEG Self Funded 75/75/75/50  
Annual Maximum \$2000.00  
Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
 \$3000 Maximum  
 60 Working Days Straight Wait  
 Freeze on Offsets  
 Alcohol/Drug Two Year Limitation  
 Mental/Nervous Two Year Limitation

**Group II Paraprofessionals**  
**Plan C Paraprofessionals**

Employees whose work year is 224 days or less and works four (4) or more a day but less than six (6) hours a day will be grandfathered for the following fringe benefits base upon employment hours as of April 1, 2006 (Appendix C).

If an employee accepts additional hours of six (6) hours or more the benefits in the following paragraph will remain the same:

MESSA Choices II, \$500/\$1000 Deductible in-network, \$1000/\$2000 Deductible out-of-network.  
 SaverRx \$10.00 generic, \$40.00 brand name, **50% co-pay district/50% co-pay employee.**

Office Visit \$20.00 co-pay, Urgent Care \$25.00 co-pay, Emergency Room \$50.00 co-pay.

Dental Benefits: SET/SEG Self Funded 75/75/75/50  
 Annual Maximum \$2000.00  
 Orthodontics Lifetime Maximum \$1000.00

Vision Benefits: SET/SEG Self Funded

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
 \$3000 Maximum  
 60 Working Days Straight Wait  
 Freeze on Offsets  
 Alcohol/Drug Two Year Limitation  
 Mental/Nervous Two Year Limitation

**Group II Paraprofessionals**

**Plan D Paraprofessionals**

Employees who qualify for 50% insurance but decline to participate are eligible for:

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

**Group II Paraprofessionals**

**Plan E Paraprofessionals**

New employees hired after April 1, 2006, (Appendix C) regardless of the number of hours or days will only be eligible for the following:

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

**Group III**

A. Employees whose regularly scheduled workday is less than four (4) hours a day will receive District paid:

Negotiated Life: \$10,000.00

Long Term Disability: 66 2/3%  
\$3000 Maximum  
60 Working Days  
Straight Wait  
Freeze on Offsets  
Alcohol/Drug Two Year Limitation  
Mental/Nervous Two Year Limitation

B. Where more than one member of the same family, (i.e. husband and/or wife), is employed by the Board and is eligible for the above specified health coverage, then only one of said employees shall be eligible for health insurance coverage. In the event an employee's spouse is employed by someone other than the Board and his/her Employer provides similar or comparable health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the

third Monday of September each year every employee shall, certify, in writing, that his or her spouse does not have similar or comparable insurance coverage at his/her place of employment. The Association agrees that the Board will maintain the exclusive right of insurance carrier selection provided the coverage is similar to MESSA Choices II.

- C. LTD Coverage: the Board shall provide non-duty related sickness and accident coverage through a carrier which shall commence once the employee has served a sixty (60) work day waiting period. This benefit shall provide the bargaining unit member sixty-six and two thirds (66 2/3%) percent of his/her wage, including social security benefits for the duration of the disability or to age sixty-five (65) whichever occurs first.

All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining employee eligibility for disability benefits. Disability of any employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

- D. Whenever an employee is absent and is not paid (i.e. dock day), the employee must pay the insurance premium cost paid by the Employer for each such dock day through payroll deduction from his/her pay.

- E. During the length of the contract and mutually agreeable by the Association and District, other health insurance plans could be reviewed if it is beneficial to both parties.

**Special Note:** Each September and January employees covered by health insurance will provide documentation for children ages 19-26 that they qualify to be covered by the districts health insurance policy.

## ARTICLE VII HOLIDAYS

- A. 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

- B. 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. For Paraprofessionals, called back the day prior to Labor Day shall not meet the requirement for holiday pay.

#### 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 pro-rated 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. Paraprofessionals can use up to four (4) vacation days during the December holiday break.



2. a. Administrative assistants will be eligible for five (5) vacation days consecutively during student time once in a three (3) year period. Administrative assistants will be eligible for vacation time during the school year after a minimum of three (3) years with the District. Multiple requests for the same time period would require advance approval by the superintendent.
3. 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 30<sup>th</sup> for the next school year. The calendar may be altered during the year with mutual Agreement of the administrative assistant and the building Administrator.
4. Due to the costs of benefits (insurance, retirement, social security, workers' compensation) and their 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 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
- B. Bereavement Leave: Up to five (5) days of bereavement leave shall be granted to employees for the death of an employee's spouse, siblings, parents, guardians or children or wards. Up to maximum of (2) days per year may be used for the death of an employee's grandparent, grandchild, mother or father-in-law, brother or sister-in-law, niece or nephew, son or daughter-in-law.

- C. 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 his/her immediate Supervisor. Three (3) consecutive personal business days must have the prior approval of the Superintendent or his/her 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.

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

- D. 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 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) 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 his/her job.

- E. 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 his/her job during the leave. An employee on such a leave must confirm his/her intent to return, or not return, to employment in writing by April 1.

- F. 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.

- G. Emergency Leave: In the event of an emergency, leave may be granted at the discretion of the Superintendent.
- H. Upon leaving: the employment of the District after a minimum of ten (10) years, the employee shall be paid at the rate of \$20.00 per day for all accumulated sick leave up to and including fifty (50) days
- I. Dock Leave: Under extenuating circumstances, an employee may request in writing to the superintendent or his designee to take unpaid leave. In the event that it is granted, the employee is responsible for the cost of the insurance premium through payroll deduction.

#### ARTICLE 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.

- 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 assistant's 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. 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.
- 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.
- 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 and LESA Administration.

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 his/her 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 his/her designated agent shall render his/her 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 his/her 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 his/her 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 preceding 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 there under 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.
- 4.

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  
Technology

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)

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. In 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 his/her 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:

- a. 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.
- b. 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.
- c. The displaced employee (or employees) may only bump the employee (or employees) with the lowest seniority in the same classification within the District.
- d. 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 employees 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 workdays 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

##### 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 3 A and B 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:
  - A. Be an employee with at least five (5) years of service in this unit as of June 30, 2002.
  - B. 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 his/her 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 his/her 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.

FLAT FEE INCENTIVE SCHEDULE

Administrative assistants will receive credit for each year of service according to the following schedule:

\$654.00 for every year employed as an administrative assistant in Fowlerville.

\$436.00 for every year employed as an administrative assistant in another school district.

Total Incentive payment shall not exceed \$8,400.00.

Assistants/paraprofessionals will receive credit for each year of service according to the following schedule:

\$250.00 for every year employed as an assistant/paraprofessional in Fowlerville.

\$167.00 for every year employed as an assistant/paraprofessional in another school district.

Total Incentive payment shall not exceed \$3,300.00.

ARTICLE XV  
BUS ASSISTANTS

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 \$7.29. 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 his/her 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 shall 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 his/her sole discretion. This authority is prohibited subject of bargaining under the Public Employment Relations Act (PERA).

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

THE FOWLerville ADMINISTRATIVE ASSISTANTS AND PARAPROFESSIONALS  
ASSOCIATION - MEA/NEA

Barbara Nauka  
Association President

6/26/14  
Date

Dana Alford  
Association Secretary/Treasurer

6/26/14  
Date

BOARD OF EDUCATION FOWLerville COMMUNITY SCHOOLS

Michael D. Swan  
School Board President

Jul 22 2014  
Date

Angela M. Brundage  
School Board Secretary

8/26/14  
Date

APPENDIX A  
LONGEVITY

| YEARS OF SERVICE | LONGEVITY PAY |
|------------------|---------------|
| 11 – 15 years    | \$700.00      |
| 16 – 20 years    | \$850.00      |
| 21 – 25 years    | \$1000.00     |
| 26+ years        | \$1100.00     |

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

**APPENDIX B**  
ADMINISTRATIVE ASSISTANT VACATION TABLE

| EMPLOYMENT EXPERIENCE |              | VACATION EARNED |         |
|-----------------------|--------------|-----------------|---------|
| GROUP A               | GROUP B      | GROUP A         | GROUP B |
| 1 YR-6YRS             | 1 YR-6 YRS   | 5 DAYS          | 10 DAYS |
| 7 YEARS               | 7 YRS-11 YRS | 6 DAYS          | 15 DAYS |
| 8 YEARS               | 12 YEARS     | 7 DAYS          | 16 DAYS |
| 9 YEARS               | 13 YEARS     | 8 DAYS          | 17 DAYS |
| 10 YEARS              | 14 YEARS     | 9 DAYS          | 18 DAYS |
| 11 YEARS              | 15 YEARS     | 10 DAYS         | 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. The following Administrative Assistants shall be grand fathered under Group B vacation time earned: Sally Nygren.

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  
Kunde, Elizabeth  
Magusin, Lisa  
Nowka, Barbara  
Nygren, Sally  
Romanow, Kathy  
Shreve, Laura  
Simonson, Alyce

8 Hours

**MEDIA PARAPROFESSIONAL**

**SPECIAL EDUCATION PARAPROFESSIONAL**

|                    |           |
|--------------------|-----------|
| Browne, Debbie     | 6+ Hrs.   |
| Davis, Cheryl      | 6+ Hrs.   |
| Duggan, Debbie     | 6+ Hrs.   |
| Hackett, Marie     | 5.75 Hrs. |
| Hasenbusch, Peggy  | 5.75 Hrs. |
| Joins, Mary        | 2 Hrs.    |
| Kargel, Kami       | 5.75 Hrs. |
| Pringle, Lisa      | 5.75 Hrs. |
| Roddenberg, Bonnie | 6+ Hrs.   |
| Schulkins, Karen   | 5.75 Hrs. |
| Swails, Lorrienne  | 5.75 Hrs. |
| Szelkowski, Peggy  | 4 Hrs.    |
| Wallace, Pam       | 5.75 Hrs. |

**TITLE I / AT RISK COORDINATOR**

**AT RISK & TITLE I PARAPROFESSIONALS**

|                   |           |
|-------------------|-----------|
| Bowling, Cynthia  | 4.50 Hrs. |
| Britten, Cynthia  | 3 Hrs.    |
| Dale, Theresa     | 3.50 Hrs. |
| Green, Suzanne    | 3.75 Hrs. |
| Martindale, Janet | 4 Hrs.    |
| Nutter, Lisa      | 3 Hrs.    |
| Szura, Theresa    | 3 Hrs.    |

**CLASSROOM ASSISTANTS**

|                    |        |
|--------------------|--------|
| Paternoster, Nancy | 2 Hrs. |
|--------------------|--------|

**SPECIAL EDUCATION TRANSPORTATION ASSISTANTS**

Kunde, Pam

4 Hrs.

**CAREER PREP COORDINATORS**

**WAGE SCHEDULE A 2012-2014 Off  
Schedule 1 ¼% Reduction**

| Category                                   | Work Year    | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> |
|--|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <u>Administrative Assistants</u>           |              |               |               |               |               |               |               |               |               |
| H.S. Principal                             | 260 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| H.S. Counseling                            | 260 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| H.S. Asst. Principal/Attendance            | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| H. S. Athletics (4 hours)                  | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Jr. High Principal                         | 240 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Jr. High Office                            | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Jr. High Counseling/Attendance             | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
|  |              | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
|  |              | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Elementary School Principal                | 240 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Elementary School Office                   | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Technology                                 | 260 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
|  |              | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Food & Nutrition                           | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| Facilities-Custodial/Maintenance (4 hours) | 225 Days*    | 14.42         | 14.90         | 15.39         | 15.86         | 16.34         | 16.82         | 17.28         | 17.82         |
| <u>Assistants/Paraprofessionals</u>        |              |               |               |               |               |               |               |               |               |
| Special Education                          | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
|  |              | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| At Risk                                    | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| Title I                                    | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| Student Intervention and Program Assistant | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| Classroom Assistants                       | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| Special Ed. Bus (IEPC)                     | Student Days | 11.65         | 11.96         | 12.74         | 13.07         | 13.42         | 13.75         |               |               |
| Career Prep                                | Student Days | 14.40         | 14.71         | 15.08         | 15.42         | 15.76         | 16.08         |               |               |
| Library/Media Clerk                        | Student Days | 12.39         | 12.70         | 13.48         | 13.82         | 14.16         | 14.49         |               |               |

\*Includes work days plus vacation days and Holidays.

**Letter of Agreement  
between the  
Fowlerville Educational Support Personnel Association  
Administrative Assistants/Paraprofessionals  
and the  
Fowlerville Community Schools Board of Education**

The parties agree to the following language:

**403(b) Qualified Retirement Plan for Accumulated Sick Leave/Annual Leave-Vacation Pay/Incentive Pay/"Special Pay" (MEA Financial Services)**

- A. All employees who are eligible for accumulated sick-leave pay, annual leave-vacation pay, and/or Flat Fee Incentive Pay shall participate in this program.
- B. All accumulated sick-leave pay, annual leave-vacation, and/or Flat Fee Incentive pay shall be placed in to 403(b) account by the Employer by the timelines listed below.
  - 1) Flat Fee Incentive money shall be placed in the 403(b) account by September 1<sup>st</sup>
  - 2) Vacation pay and sick leave pay out shall be placed in the 403(b) account on or before July 15<sup>th</sup>.
- C. Employees who are 55 years or older by December 31<sup>st</sup> 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.
- D. Employees who are less than 55 years old by December 31<sup>st</sup> of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59 1/2. To offset this penalty, any employee who is less than 55 years old before December 31<sup>st</sup> of the year in which they resign, shall receive an additional 2.35% of his/her total deposit added to the 403(b) account.
- E. This plan shall be in effect until January 1, 2010 unless extended by mutual agreement of the parties.

*Rebecca Smith*  
For the Association

5-8-06  
Date

*Donna Alcorn*  
For the Association

5/8/06  
Date

*Michael D Brown*  
For the Board

March 21, 2006  
Date

*Elaine M. Esch*  
For the Board

March 28, '06  
Date

## LETTER OF AGREEMENT

This Letter of Agreement is entered into by and between the Fowlerville Community Schools Board of Education, and the Fowlerville Administrative Assistance and Paraprofessionals Association MEA/NEA.

The parties agree that the position previously held by Becky Kottong and named In-School Suspension shall be renamed Student Intervention and Program Assistant and will have job duties as described in the job description for the position. It is also agreed that Becky Kottong will be recalled to the position for 20 hours per week plus two 3 hour Saturday assignments per month.

The position of Student Intervention and Program Assistant will be added to the contract under Article XII, Section B as Category L.

This Letter of Agreement shall not constitute a precedent or past practice for any purpose.

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Signature Indicating Tentative Letter of Agreement Has Been Reached:

[Signature]  
For the Board  
9-27-10  
Date

[Signature]  
For the Association  
9-27-10  
Date

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Signatures Indicating the Fowlerville Educational Support Personnel Association Administrative Assistance and Paraprofessionals Association MEA/NEA and the School district have approved this agreement:

[Signature] 9-25-10  
School Board President Date

[Signature] 9-27-10  
Fowlerville AA/PP Association Date

[Signature] 10/5/10  
School Board Secretary Date

[Signature] 9-27-10  
Fowlerville AA/PP Association Date