

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE
FOWLerville COMMUNITY SCHOOLS

AND

THE FOWLerville EDUCATIONAL
ADMINISTRATIVE ASSISTANTS &
PARAPROFESSIONALS
ASSOCIATION
MEA/NEA

2006-2009

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This Contract is entered into this first day of July 2006, 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 three (3) years and shall expire on the 30th day of June, 2009.
- C. The terms and conditions of this Agreement are to be effective upon ratification by both parties.
- D. Association Members. In accordance with the terms of this Article, each bargaining unit member within thirty (30) work days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- E. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political/ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.
- F. Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages, and remit it to the Association. Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of

the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

- G. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.
- H. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- I. The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

The damages have not resulted from the gross negligence, misfeasance, or malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.

The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the cost of defense which may be assessed against the Board by any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available. The Association shall have the right to compromise or settle any claim made against the Board under this section.

- J. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular wage check of the bargaining unit member each month for ten (10) months beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in the Agreement.
- K. Upon appropriate authorization from the bargaining unit member, the Board shall remit within fifteen (15) working days all monies to the appropriate business for annuities, credit union, or other programs approved between the Employer and the Association.

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. 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.
- H. 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.

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. Payroll Deduction: For those employees who properly execute and personally deliver to the business office authorization for payroll deduction cards, the Board agrees to deduct the specified sum and shall remit same to the Livingston-Oakland Federal Employees Credit Union, approved annuities, and any other plans or programs jointly approved by the Association and the Board. Employees who volunteer for direct deposit will have only one option for deposit.

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.

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:

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits: SET SEG Self Funded
 75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded

Long Term Disability: 66 2/3 %
 \$3,000 maximum
 60 work days-straight wait
 Freeze on offsets
 Alcoholism/Drug Addiction – 2 year
 Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the insurance increase over June 30, 2006 Blue Cross/Blue Shield and including an estimate of dental/vision/life/and disability effective July 1, 2006 and each of the following years.

Employee will cover any increase over 5%, effective July 1, 2006 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible. January 1, 2007 – December 31, 2007 and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1st - \$1,000; April 1st \$500; July

1st \$500; October 1st \$500. If the employee's HSA account has a deficit more than \$200, the district will loan the employee up to \$1,300 to cover actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Group I Administrative Assistants

Plan B

Employees who qualify but waive full insurance:

Cash In Lieu of Insurance	\$250 per month
Long Term Disability	66 2/3% \$3,000 maximum 60 work days-straight wait Freeze on offsets Alcoholism/Drug Addiction – 2 year Mental/Nervous – 2 year
Dental	75/75/50: \$1,000-\$800 SET SEG – Third Party Administrator
Negotiated Life:	\$10,000 AD&D
Vision	SET SEG – Third Party Administrator

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 will be eligible for BCBS Flexible Blue 2 High Deductible.

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx –
50% District/50% Employee

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits:	SET SEG Self Funded 75/75/50: \$1,000/\$800
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Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded

Long Term Disability: 66 2/3 %

\$3,000 maximum

60 work days-straight wait

Freeze on offsets

Alcoholism/Drug Addiction – 2 year

Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the insurance increase over June 30, 2006 Blue Cross/Blue Shield and including an estimate of dental/vision/life/and disability effective July 1, 2006 and each of the following years.

Employee will cover any increase over 5%, effective July 1, 2006 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible. January 1, 2007 – December 31, 2007 and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1st - \$1,000; April 1st \$500; July 1st \$500; October 1st \$500. If the employee's HSA account has a deficit more than \$200, the district will loan the employee up to \$1,300 to cover actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Special Note: Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they are enrolled fulltime and are attending college. Fulltime is 12 credits or more.

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 and continues to work 6 hours a day or thirty (30) hours per week shall be eligible for the following plan:

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits: SET SEG Self Funded
75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded

Long Term Disability: 66 2/3 %
\$3,000 maximum
60 work days-straight wait
Freeze on offsets
Alcoholism/Drug Addiction – 2 year
Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the hospitalization increase over June 30, 2006 Blue Cross Blue Shield and estimated dental/vision/life/and disability.

Employee will cover any increase over 5%, effective July 1, 2006 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible if the employee qualifies for full insurance and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1st - \$1,000; April 1st \$500; July 1st \$500; October 1st \$500. If the employee's HSA account has a deficit more than \$200, the district will loan the employee up to \$1,300 to cover actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Group II Paraprofessionals continued

Plan B Paraprofessionals

Paraprofessionals who qualify but waive full insurance:

Cash In Lieu of Insurance	\$250 per month
Long Term Disability	66 2/3% \$3,000 maximum 60 work days-straight wait Freeze on offsets Alcoholism/Drug Addiction – 2 year Mental/Nervous – 2 year
Dental	75/75/50: \$1,000-\$800 SET SEG – Third Party Administrator
Negotiated Life:	\$10,000 AD&D
Vision	SET SEG – Third Party Administrator

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 based upon employment hours as of April 1, 2006.

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

Blue Cross/Blue Shield Flexible Blue 2 High Deductible 0% Rx -
50% Employees/50% District

Deductible Exposure: \$1,250 single, \$2,500 full

Dental Benefits: SET SEG Self Funded
75/75/50: \$1,000/\$800

Negotiated Life: \$10,000 AD&D

Vision: SET SEG Self Funded

Long Term Disability: 66 2/3 %
\$3,000 maximum
60 work days-straight wait
Freeze on offsets
Alcoholism/Drug Addiction – 2 year
Mental/Nervous – 2 year

Fowlerville Community Schools will pay the first 5% of the hospitalization increase over June 30, 2006 Blue Cross Blue Shield and estimated dental/vision/life/and disability.

Employee will cover any increase over 5%, effective July 1, 2006 and each of the following years. The employee contribution carries over each year of the contract.

District will fund the deductible of \$1,250 for single and \$2,500 for family if employee qualifies for full insurance.

January 1, 2007: District will convert the HRA to a HSA (Health Savings Account). District will fund \$1,250 for single and \$2,500 for a family deductible if the employee qualifies for full insurance and each additional year of the contract if the employee qualifies for full insurance. The HSA deposit schedule into the employee's accounts will be as follows: January 1st - \$1,000; April 1st \$500; July 1st \$500; October 1st \$500. If the employee's HSA account has a deficit more than \$200, the district will loan the employee up to \$1,300 to cover actual expenses until the district deposits funds into the account to make it whole. The employee will need to keep copies of all actual medical expenses incurred during this time period.

Group II Paraprofessionals

Plan D

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

Negotiated Life: \$10,000 AD&D

Long Term Disability: 66 2/3 %

\$3,000 maximum

60 work days-straight wait

Freeze on offsets

Alcoholism/Drug Addiction – 2 year

Mental/Nervous – 2 year

Special Note: Paraprofessionals who were eligible to participate at the 50% level but declined may participate in the future during the open enrollment period.

Group II Paraprofessionals

Plan E

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

Negotiated Life: \$10,000 AD&D

Group II Paraprofessionals

Plan E Continued:

Long Term Disability: 66 2/3 %
\$3,000 maximum
60 work days-straight wait
Freeze on offsets
Alcoholism/Drug Addiction – 2 year
Mental/Nervous – 2 year

Special Note: Each September and January employees covered by health insurance will provide documentation for children ages 19-25 that they are enrolled fulltime and are attending college. Fulltime is 12 credits or more.

Group III

- A. Employees whose regularly scheduled workday is less than four (4) hours a day will receive District paid:
- 1) \$10,000 negotiated term life insurance policy which provides accidental death benefits.
 - 2) Long Term Disability: 66 2/3 %
3,000 maximum
60 work days-straight wait
Freeze on offsets
Alcoholism/Drug Addiction – 2 year
Mental/Nervous – 2 year

Special Note: Any employee who is responsible for a pro rata share of the above benefits shall sign a payroll deduction authorization form before coverage can begin.

- 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 her/his 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 BCBS Flexible Blue 2.

- 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.

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 day prior to and the day after the scheduled holiday.

ARTICLE VIII
VACATIONS

Employees shall be entitled to vacations with pay at the employee's per diem/hourly amount under Appendix B. (Eligibility from July 1 to June 30 employment shall be 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 five (5) year period. Administrative assistants will be eligible for vacation time during the school year after a minimum of three (3) years with the District.
b. Paraprofessionals & other assistants will be eligible for five (5) vacation days consecutively during student time once in a five (5) 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.

3. The administrative assistants shall have their tentative calendar completed by June 30th 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 a 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.

This shall not preclude the employee from using any benefits provided which are greater than the FMLA Act. 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.

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. 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 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.

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

Category A – ADMINISTRATIVE ASSISTANTS

Community Education
Elementary Office
Elementary Principal
H.S. Asst. Principal/Attendance
H.S. Athletics
H.S. Counseling
H.S. Principal
Jr. High Counseling/Attendance
Jr. High Office
Jr. High Principal
Middle School Office
Middle School Principal
Technology

Category B – MEDIA PARAPROFESSIONAL(S)

Category C – SPECIAL EDUCATION PARAPROFESSIONAL(S)

Category D– TITLE I PROGRAM COORDINATOR(S)

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

Category F – CLASSROOM ASSISTANT(S)

Category G – SPECIAL EDUCATION BUS ASSISTANT(S)

Category H – CAREER PREP COORDINATOR(S)

Category I – FOOD & NUTRITION ADMINISTRATIVE ASSISTANT

Category J - FOOD & NUTRITION BOOKKEEPER/PARAPROFESSIONAL

Category K – OFFICE ASSISTANT(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 the event two or more employees in the same category have the same seniority, the last four (4) digits of their social security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.
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: When an employee's position has been eliminated, he/she shall have the option of exercising any one of the following:

1. If the displacement will necessitate a layoff, the displaced employee may choose to take the layoff, or;
2. The District will ask for volunteer (s) to leave the building. The displaced person will then get the choice of: #1, #2, #3, #4 or #5. The volunteer gets a choice of #1, #3, or #5.

OPTIONS

DISPLACED PERSON	VOLUNTEER
1. Lay off	1. Lay off
2. Volunteer's Position	3. Least senior in District
3. Least Senior in Building	5. District Vacancy
4. Least Senior in District	
5. District Vacancy	

3. The employee may displace the least senior employee with comparable* hours, within the category in his/her present building for which he/she is qualified., or;
4. The employee may displace the least senior employee with comparable* hours, within the category in the District for which he/she is qualified.
5. The employee may take any District vacancy in the category for which he/she is qualified.

* Comparable hours are defined as the same or one half (1/2) hour more or less, as long as there is no change in eligibility for benefits.

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.

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

THE FOWLerville ADMINISTRATIVE ASSISTANTS and PARAPROFESSIONALS
ASSOCIATION – MEA/NEA

Letitia P. Smith
Letitia P. Smith Association President

5-8-06
Date

Donna Aldrich
Donna Aldrich Association Secretary

5/8/06
Date

BOARD OF EDUCATION FOWLerville COMMUNITY SCHOOLS

Michael D. Brown
Michael D. Brown School Board President

4-4-06
Date

Elaine M. Esch
Elaine M. Esch School Board Secretary

4/4/06
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: Ruth Hoag, Sally Nygren and Cindy Donovan.

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
Donovan, Cindy
Hoag, Ruth
Kottong, Wendy
Kunde, Elizabeth
Magusin, Lisa
McCarter, Janette*
McGill, Tina *
Nowka, Barbara
Nygren, Sally
Shook, Kathy
Shreve, Laura
Simon, Janet
Simonson, Alyce
Verhelle, Amy
Webb, Sandee

* 5.75 Hours; everyone else is 8 Hours

MEDIA PARAPROFESSIONAL

Mueller, Trina 4 Hrs.

SPECIAL EDUCATION PARAPROFESSIONAL

Browne, Debbie	6+ Hrs.
Davis, Cheryl	6+ Hrs.
Dillingham, Diane	5.75 Hrs.
Duggan, Debbie	6+ Hrs.
Hackett, Marie	5.75 Hrs.
Hasenbusch, Peggy	5.75 Hrs.
Hune, Kim	6+ Hrs.
Joins, Mary	2 Hrs.
Kargel, Kami	5.75 Hrs.
Lardie, Diane	5.75 Hrs.
Larner, Patti	5.75 Hrs.
McClain, Connie	4 Hrs.
Pringle, Lisa	5.75 Hrs.
Roberts, Kim	5.75 Hrs.
Roddenberg, Bonnie	6+ Hrs.
Schulkins, Karen	5.75 Hrs.
Swails, Lorrienne	5.75 Hrs.
Szelkowski, Peggy	4 Hrs.
Thorton, Shirely	5.75 Hrs.
Wallace, Pam	5.75 Hrs.

TITLE I / AT RISK COORDINATOR

Vaapel, Cathy 6+ Hrs.

AT RISK & TITLE I PARAPROFESSIONALS

Blue, Charlene 6+ Hrs.
Bowling, Cynthia 4.50 Hrs.
Britten, Cynthia 3 Hrs.
Dale, Theresa 3.50 Hrs.
Green, Suzanne 3.75 Hrs.
Hague, Joann 6+ Hrs.
Martindale, Janet 4 Hrs.
Nutter, Lisa 3 Hrs.
Smith, Letitia 6+ Hrs.
Szura, Theresa 3 Hrs.

CLASSROOM ASSISTANTS

Calus, Joan 2 Hrs.
Paternoster, Nancy 2 Hrs.
Groff, Lisa 2 Hrs.
Nowicki, Kimberly 2 Hrs.
Moulton, Molly 2 Hrs.

SPECIAL EDUCATION TRANSPORTATION ASSISTANTS

Calus, Joan 3 Hrs.
Kunde, Pam 4 Hrs.
Wolverton, Mary 4 Hrs.

CAREER PREP COORDINATORS

Copeland, Kenneth 6+ Hrs.

WAGE SCHEDULE
2006-2007

1.75% Wage Increase

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*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
H.S. Counseling**	260 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
H.S. Asst. Principal/Attendance	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
H.S. Athletics	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Jr. High Principal	240 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Jr. High Office	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Jr. High Counseling/Attendance	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Middle School Principal	240 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Middle School Office	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Elementary School Principal	240 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Elementary School Office	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Technology	235 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Community Ed.	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
Food & Nutrition	225 Days*	\$14.14	\$14.61	\$15.09	\$15.55	\$16.02	\$16.49	\$16.94	\$17.47
<u>Assistants/Paraprofessionals</u>									
Special Education	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
Media	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
At Risk	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
Title I	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
Title I Program Coordinator	Student Days	\$14.11	\$14.43	\$14.78	\$15.12	\$15.45	\$15.76	\$16.09	\$16.41
Classroom Assistants	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
Special Ed. Bus (IEPC)	Student Days	\$11.42	\$11.72	\$12.49	\$12.82	\$13.16	\$13.47	\$13.82	\$14.14
Career Prep	Student Days	\$14.11	\$14.43	\$14.78	\$15.12	\$15.45	\$15.76	\$16.09	\$16.41
Food & Nutrition Bookkeeper	Student Days	\$12.48	\$12.82	\$13.68	\$14.14	\$14.34	\$14.65	\$14.96	\$15.27
Office Assistant (maximum of 4 hours)	Student Days	\$10.34	\$10.60	\$10.88					

*Includes work days plus vacation days and Holidays.

** Ruth Hoag is grand fathered at 240 days.

Wage Increases for 06-07 will be 1%. If other represented groups receive more than 1% and have the same identical insurance coverage, the administrative assistants/paraprofessionals will receive a total wage increase based upon the average. *Due to a settlement of 1.75% with the Fowlerville Education Association, administrative assistants/paraprofessionals will receive a wage increase of 1.75% in 2006-2007.

WAGE SCHEDULE
2007-2008
1% Wage Increase

Category	Work Year	1% Wage Increase											
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8				
<u>Administrative Assistant</u>													
H.S. Principal	260 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
H.S. Counseling**	260 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
H.S. Asst. Principal/Attendance	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
H. S. Athletics	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Jr. High Principal	240 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Jr. High Office	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Jr. High Counseling/Attendance	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Middle School Principal	240 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Middle School Office	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Elementary School Principal	240 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Elementary School Office	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Technology	235 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Community Ed.	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
Food & Nutrition	225 Days*	\$14.28	\$14.76	\$15.24	\$15.71	\$16.18	\$16.65	\$17.11	\$17.64				
<u>Assistants/Paraprofessionals</u>													
Special Education	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
Media	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
At Risk	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
Title I	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
Title I Program Coordinator	Student Days	\$14.25	\$14.57	\$14.93	\$15.27	\$15.60	\$15.92	\$16.25	\$17.11				
Classroom Assistants	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
Special Ed. Bus (IEPC)	Student Days	\$11.53	\$11.84	\$12.61	\$12.95	\$13.29	\$13.60	\$13.92	\$14.80				
Career Prep	Student Days	\$14.25	\$14.57	\$14.93	\$15.27	\$15.60	\$15.92	\$16.25	\$17.11				
Food & Nutrition Bookkeeper	Student Days	\$12.60	\$12.95	\$13.82	\$14.28	\$14.48	\$14.80	\$15.11	\$15.92				
Office Assistant (minimum of 4 hours)	Student Days	\$10.44	\$10.71	\$10.99	\$11.27	\$11.54	\$11.80	\$12.07	\$12.34				

*Includes work days plus vacation days and Holidays.

** Ruth Hoag is grand fathered at 240 days.

Wage Increases for 06-07 will be 1%. If other represented groups receive more than 1% and have the same identical insurance coverage, the administrative assistants/paraprofessionals will receive a total wage increase based upon the average. *Due to a settlement of 1.75% with the Fowlerville Education Association, administrative assistants/paraprofessionals will receive a wage increase of 1.75% in 2006-2007.

WAGE SCHEDULE
2008-2009
1% Wage Increase

Category	Work Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>Administrative Assistant</u>									
H.S. Principal	260 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
H.S. Counseling**	260 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
H.S. Asst. Principal/Attendance	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
H. S. Athletics	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Jr. High Principal	240 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Jr. High Office	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Jr. High Counseling/Attendance	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Middle School Principal	240 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Middle School Office	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Elementary School Principal	240 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Elementary School Office	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Technology	235 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Community Ed.	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
Food & Nutrition	225 Days*	\$14.42	\$14.91	\$15.39	\$15.87	\$16.34	\$16.82	\$17.28	\$17.82
<u>Assistants/Paraprofessionals</u>									
Special Education	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
Media	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
At Risk	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
Title I	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
Title I Program Coordinator	Student Days	\$14.39	\$14.72	\$15.08	\$15.42	\$15.76	\$16.08	\$16.08	\$16.08
Classroom Assistants	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
Special Ed. Bus (IEPC)	Student Days	\$11.65	\$11.96	\$12.74	\$13.08	\$13.42	\$13.74	\$13.74	\$13.74
Career Prep	Student Days	\$14.39	\$14.72	\$15.08	\$15.42	\$15.76	\$16.08	\$16.08	\$16.08
Food & Nutrition Bookkeeper	Student Days	\$12.73	\$13.08	\$13.96	\$14.42	\$14.62	\$14.95	\$14.95	\$14.95
Office Assistant (minimum of 4 hours)	Student Days	\$10.54	\$10.82	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10	\$11.10

*Includes work days plus vacation days and Holidays.

** Ruth Hoag is grand fathered at 240 days.

Wage increases for 06-07 will be 1%. If other represented groups receive more than 1% and have the same identical insurance coverage, the administrative assistants/paraprofessionals will receive a total wage increase based upon the average. *Due to a settlement of 1.75% with the Fowlerville Education Association, administrative assistants/paraprofessionals will receive a wage increase of 1.75% in 2006-2007.

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

The parties agree to the following language:

With regards to Article VIII

Sandee Webb and Ruth Hoag may take vacation days while school is in session subject to the approval of their building principal. This letter of Agreement shall only apply to these employees and shall not be deemed precedent setting.

THE FOWLerville ADMINISTRATIVE ASSISTANTS and PARAPROFESSIONALS
ASSOCIATION - MEA/NEA

Letitia P. Smith
Letitia P. Smith Association President

1-7-05
Date

Alyce L. Simonson
Alyce L. Simonson Bargaining Member

1-10-05
Date

BOARD OF EDUCATION FOWLerville COMMUNITY SCHOOLS

Michael D. Brown
Michael D. Brown School Board President

1-13-05
Date

Susan L. Kretelman
Susan L. Kretelman School Board Secretary

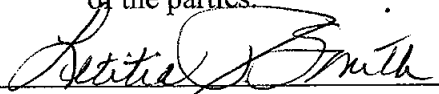
1-13-05
Date

**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 1st
 - 2) Vacation pay and sick leave pay out shall be placed in the 403(b) account on or before July 15th.
- C. Employees who are 55 years or older by December 31st of the year in which they resign, shall have all amounts from above places in the 403(b) account by the timelines listed above and shall incur no penalty for immediate withdrawal.
- D. Employees who are less than 55 years old by December 31st of the year in which they resign and take distribution shall be subject to a 10% penalty for any withdrawal prior to age 59 1/2. To offset this penalty, any employee who is less than 55 years old before December 31st of the year in which they resign, shall receive an additional 2.35% of 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.



For the Association

5-8-06

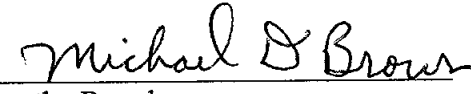
Date



For the Association

5/8/06

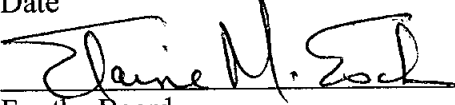
Date



For the Board

March 21, 2006

Date



For the Board

March 28, '06

Date