



CITY of NOVI CITY COUNCIL

Agenda Item L
August 8, 2011

SUBJECT: Approval of employee agreement with Sandy Fisher for the position of Senior Center Older Adult Coordinator in the amount of \$37,500.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$37,500
AMOUNT BUDGETED	\$53,702
APPROPRIATION REQUIRED	\$N/A
LINE ITEM NUMBER	208-695.00-960.558

BACKGROUND INFORMATION:

The Senior Center Older Adult Coordinator position became vacant upon the retirement of Jan McAlpine on June 3, 2011. This position has been a long standing partnership with Oakland Livingston Human Services Agency (OLHSA) for the past 28 years. The salary for the position was split with the City of Novi responsible for 32 hours per week and OLHSA paying for the remaining 8 hours. This position has traditionally been housed at the Senior Center but reported to OLHSA. After Jan's retirement OLHSA wished to continue supervising the position, but they were unable to fund any portion of the salary. After discussions with OLHSA, it was decided that the position would be filled as a City of Novi contract employee. The City of Novi and OLHSA will remain partners and continue to jointly work together to provide programs and services to the community. This full time position is needed for Older Adults in the community as the aging population continues to increase and social service needs continue to rise.

The position is responsible for assisting Older Adults with Medicaid/Medicare, health programming, loan closet for medical needs, housing placements, food commodities, home health care needs, volunteers and servicing the needs of Older Adults in social services.

The position was posted and based on interviews; staff felt the best candidate was Sandy Fisher who is currently an Older Adult programmer. As a current employee Sandy is familiar with Novi policies and procedures and has a good relationship with the members of the Older Adult community. Sandy has also worked closely with the former coordinator and is familiar with the responsibilities.

Human Resources and the Legal Council have prepared the attached employment agreement. The full time agreement provides a salary of \$37,500, five days of paid vacation upon the signing of this Agreement along with 2 personal business days and 2 paid sick days. After January 1, 2012, vacation, sick and personal business days would

then accrue in accordance with the language in the contract. The agreement does not provide medical or retirement benefits.

RECOMMENDED ACTION:

Approval of employee agreement with Sandra Fisher for the position of Senior Center Older Adult Coordinator in the amount of \$37,500.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on this ___ day of July, 2011, by and between the City of Novi, a Michigan municipal corporation (herein referred to as "Employer", and Sandra Fisher (herein referred to as "Employee").

WHEREAS, the Employer wishes to employ Employee and Employee wishes to enter into the employ of the Employer under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual Agreement, the parties agree as follows:

1. Employer hereby employs Employee in the position of Senior Center Older Adult Coordinator and Employee agrees to work for Employer, for an indefinite period beginning July 25, 2011.
2. Employee promises and agrees to devote conscientiously and exclusively during employment with the Employer the entire time, best efforts, skill and attention to such duties as may be assigned by the Employer, including, but not limited to, the following duties: coordinating older adults at the Senior Center. This agreement is non-assignable by the Employee.
3. Employee agrees and understands that employment with the Employer, and the corresponding compensation and benefits, can be terminated with or without cause, and with or without notice at any time, at either Employee's option or the option of the Employer, it being mutually understood and agreed that Employee's relationship with the Employer is one of employment at-will and that no representative of the Employer has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the terms and conditions herein unless such agreement is in writing and signed by the Mayor and City Clerk.
4. Employer shall pay Employee an annual compensation of Thirty-Seven thousand Five Hundred dollars (\$37,500). Said compensation will be reviewed annually and will be based upon the successful completion of a Performance Agreement, which shall be reviewed in connection with annual or shorter in duration, previously discussed Department Goals and Objectives. Performance reviews shall be between the Senior Services Manager and Employee. The first Performance Agreement shall commence within 90 days of the signing of this Agreement. Performance and/or salary reviews shall commence annually.

5. Hours of Work: the normal basic workday shall be eight hours. This position may be required to work in excess of 40 hours in a week. The employee will not receive extra compensation for having worked in excess of eight hours in a day or forty hours in a week. Employee shall receive compensation for all holidays observed by the City's Administrative Employee group. Should Employee be required to work on any observed holiday, there shall be no additional compensation paid to Employee.
6. The employer further agrees to provide Employee with five (5) days of paid vacation upon the signing of this Agreement. On January 1, 2012 Employee shall receive five (5) days of paid vacation. Annual vacation credits thereafter awarded must be earned before taken as follows:
 - a. On January 1 following the Employee's second year of employment (1/1/2013) as the Senior Center Older Adult Coordinator: (10) days of paid vacation.
 - b. On January 1 following the Employee's fifth year of employment as the Senior Center Older Adult Coordinator: (15) days of paid vacation.
 - c. On January 1 following the Employee's tenth year of employment as the Senior Center Older Adult Coordinator: (20) days of paid vacation.
 - d. On January 1 following the Employee's sixteenth year of employment as the Senior Center Older Adult Coordinator and beyond: one (1) additional days of paid vacation per year of employment up to a maximum of twenty-five (25) annual paid vacation days.
7. If Employee does not use all allotted annual vacation days, Employee may carryover the unused time to next year, however, there shall never be more time in the vacation bank than the total of the previous year and the current year's total. Any vacation time not used that exceeds this two-year limit will be lost. Vacation time shall be scheduled through, and approved by the Senior Services Manager in advance. Employee shall be paid out for all unused vacation days remaining in the bank at the time of termination of employment to maximum of 25 days.
8. Employee shall receive Sixteen (16) hours of personal business time effective the date of signing of this Agreement. Effective each January 1, thereafter, Employee shall receive five (5) personal business days. Personal business days shall be scheduled through and approved by, the Senior Services Manager in advance, if possible. Any unused personal business at the end of the calendar year shall be rolled into the Employee sick bank. Employee shall be paid for any unused personal business days upon termination of employment.

9. The Employer further agrees to provide two (2) paid sick days effective on the date of signing of this Agreement. On January 1 of each year thereafter Employee shall receive five (5) paid sick days. If there is a balance in Employee's sick bank at the end of the calendar year, Employee may bank unused sick time to a maximum of thirty (30) days, to be used in cases of medical emergency involving the Employee, Employee's spouse or Employee's child(ren), which must be approved by the Director of Human Resources. If there is a balance in Employee's sick bank at the time of termination of employment, Employee shall be paid up to a maximum of ten (10) days. If Employee has paid sick time remaining in the sick bank, Employee must first use one half of the banked paid sick time to leave under the Family and Medical Leave Act ("FMLA") for a serious health condition of the Employee or Employee's spouse, son or daughter or parent (as defined by the FMLA) and take any remaining leave time under the FMLA as unpaid. The Employee may also choose, however, to substitute paid vacation or personal business days, or any portion of the unused time remaining in the sick bank, until exhausted, for leave under the FMLA. Any substitute paid time off will be designated as FMLA leave, applicable, and run concurrently with FMLA leave. Under no circumstance will FMLA exceed 12 weeks.
10. Employee understand and accepts that they shall not be eligible to participate in the City's health care plan or pension plan or any other benefits unless set forth in this Agreement.
11. This Agreement contains the entire agreement between the parties as to the matters of which it pertains, and supersedes and annuls all other agreements, contracts, promises, or representations, whether written or oral. Each of the parties hereto further declares or represents that no promise, agreements, or representations relied upon by either party in executing this Agreement, except as expressly set forth herein. Both the Employee and the Employer hereby declare have read this Agreement and hereby further declare and represent that they fully understand its terms and conditions.
12. This Agreement shall be interpreted and governed by the laws of the State of Michigan.
13. Employee hereby represents and warrants that he/she has no agreements with, or obligations to, any other person, firm, partnership, corporation, or other entity that is in conflict with this Agreement.
14. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. If any part or provision of this Agreement shall be held to be

contrary to law by a court or tribunal of competent jurisdiction, such paragraph shall be void or modified, as ordered by such court. However, all other paragraphs and provisions of this Agreement shall continue in full force and effect.

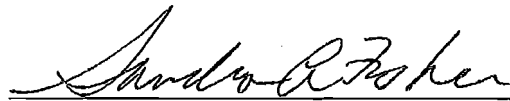
IN WITNESS THEREOF, the parties hereto agree to the Employment Agreement as set forth above.

CITY OF NOVI

A Michigan municipal corporation

By: David B. Landry, Mayor

By: Maryanne Cornelius, City Clerk



Sandra A. Fisher

Dated: 7/25/11