

MASTER AGREEMENT

BETWEEN

FULTON BOARD OF EDUCATION

AND

FULTON EDUCATION ASSOCIATION

September 2010 through August 2012

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ARTICLE 1
AGREEMENT

This Agreement entered into this 12th day of July, 2010 is between the Board of Education of the Fulton Schools, Middleton, Michigan hereinafter called the “Board” and the Fulton Education Association, hereinafter called the “Association”.

ARTICLE 2
PURPOSE

The general purpose of this Agreement is to set forth agreements reached between the Board and the Association with respect to wages, hours and other conditions of employment for employees in the bargaining unit described in the Recognition clause which follows.

ARTICLE 3
EXTENT OF AGREEMENT

- 3.1 This Agreement shall be effective to the extent permitted by law and if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.
- 3.2 Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- 3.3 This Agreement shall supersede any rules, regulations or practices of the parties which shall be contrary to or inconsistent with its terms.

ARTICLE 4
RECOGNITION

- 4.1 The Board recognizes the Association (FEA MEA/NEA) for the term of the Agreement as the collective bargaining agent with respect to wages, hours and other conditions of employment for regular certified employees of the Board included in the bargaining unit described as follows:

Classroom teachers, guidance counselors, certified school librarians, certified speech and hearing therapists, visiting teachers, department heads, and coaches of the Fulton School System who also hold one of the aforementioned positions in the bargaining unit, excluding substitute teachers, Superintendent of Schools, Assistant Superintendents, administrative assistant, principals, assistant principals, administrators, and all other employees.

- 4.2 Wherever the word “teacher” appears in this Agreement, that term shall include all persons described in #4.1 of this Article. Wherever the word “Board” appears in this Agreement, that term shall include the Fulton Schools, the Board of Education of the Fulton Schools, and administrative employees or agents of the Fulton Schools.
- 4.3 The Board shall not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining or make any agreement with such agents for the purpose of undermining the Association.

ARTICLE 5
ASSOCIATION RIGHTS

- 5.1 A person not in the bargaining unit chosen by the Association to assist the Association with its representation of bargaining unit members will be permitted to come on school property during regular school hours and at times when the Association has announced meetings. It is expressly understood that there shall not be any interference or interruption of School operations.
- 5.2 The Board agrees to allow the Association in response to requests by the Association to inspect available information which is on hand concerning the financial resources of the District, including but not limited to: annual financial reports, audits, register of certified personnel, tentative budget requirements, agendas and minutes of Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and salaries paid thereto. It is expressly understood that the Board is not required by this paragraph to compile information for the Association. The Association may have copies of this data by paying the reasonable cost of producing the copies. Reasonable cost shall be calculated in accordance with the Michigan Freedom of Information Act. A written request for information must be made to the Superintendent before a grievance brought for violation of this provision.
- 5.3 The Association and its representatives shall have the right to use school buildings for Association meetings at reasonable hours. No charge shall be made for use of school rooms for such meetings for use in the morning prior to the commencement of classes nor until 10:00 p.m. except that when special custodial service is required, a reasonable charge may be made therefore.
- 5.4 Teachers' mailboxes may be used by the Association for the transmittal of communications.

ARTICLE 6
EMPLOYEE RIGHTS

The Board will not directly or indirectly discourage or encourage or deprive or coerce a teacher in the enjoyment of any rights conferred by Act 379 of the Michigan Public Acts of 1965, as amended, and will not discriminate against any teacher with respect to hour, wages, or other terms or conditions of employment by reason of:

1. Membership in the Association.
2. Participation in any lawful activities of the Association.
3. Collective bargaining with the Board.
4. Institution of any grievance, complaint or proceeding under this Agreement.

It is expressly understood that the exclusive remedy for the Association and teachers for violation of this clause and for violation of said Act 379 is the procedure established by Act 379 and that the grievance procedure established by this contract shall not apply to alleged violations of this article or Act 379.

ARTICLE 7
BOARD RIGHTS

- 7.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and retains all powers necessary or convenient for managing and directing the School district, including without limiting the generality of the foregoing, determination, supervision and direction of:
- A. The executive management and the administration of the School System and its properties and facilities, and the in-school activities of its employees.
 - B. Hiring all employees and subject to the provisions of law, determination of their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote the transfer of all such employees; as well as assignment of staff as limited and bound by said contract.
 - C. Establishing grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, or as deemed necessary or advisable by the Board.
- 7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 8
ASSOCIATION DUES, SERVICE FEES (AGENCY SHOP), AND PAYROLL DEDUCTIONS

- 8.1 During the life of this Agreement, the Board agrees to deduct from the salaries the teachers' dues or service fees of the Fulton Education Association for members of the bargaining unit who individually and voluntarily give the Board written authorization to do so on a form provided by the Board. Such written authorization shall continue unless terminated in writing. The Association and its members individually and severally agree to indemnify and save the Fulton Schools, Board, individual members of the Board and the Board's employees and agents, harmless against any and all claims, suits, or other forms of liability including attorney fees, arising out of the deduction of money for Association dues or service fees from any employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer or other authorized person of the Association.
- 8.2 Dues or service fees may be deducted by the Board in proportionate amounts over the first twenty (20) pay periods or may be deducted in any other manner which is mutually agreeable to the Board and the Executive Council of the Association.

- 8.3 The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues which are to be deducted in the coming school year under this deduction provision. The amounts of deductions for these dues shall not be subject to change more than once during the entire school year by the Association. It is expressly understood that the Board is not required to deduct any assessments under the terms of this article.
- 8.4 For the purposes of this provision, the term “school year” shall include the period beginning with the first day of school in the fall and the last day of school in the spring.
- 8.5 Dues or service fee deductions shall be transmitted by the Board to the Association Treasurer within fourteen (14) days after the pay period from which they are deducted and shall be forwarded to the Association Treasurer who shall furnish in writing the address to which dues are to be sent to the Board on, or before, the first day of school of each year during the term of this Agreement.
- 8.6 All refunds claimed for dues or service fees of the Association under this provision shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues or service fees deducted by the Board and paid to the Association which deduction is by error in excess of the proper deduction and agrees to hold the Fulton Schools, Board, individual members of the Board and the Board’s employees and agents harmless from all claims of excessive dues or service fee deductions.
- 8.7 Deductions under all properly executed authorization for deduction of dues forms shall become effective at the time the application is tendered to the Board and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the bargaining unit member has sufficient net earnings to cover such payment.
- 8.8 The Association and its members individually and severally will indemnify and save harmless the Fulton Schools, Board, individual members of the Board and the Board’s employees and agents, from any and all claims, demands, suits, costs, expenses, and other forms of liability, including attorney fees, incurred by reasonable action taken or not taken by the Board or its designated agent(s) for the purpose of complying with this article. In case of termination of teaching duties, any dues or service fees overpaid to the Association shall be deducted from subsequent checks to the Association by the Board.
- 8.9 All teachers shall, as a condition of employment, pay the regular dues of the Association or service fee for the duration of this Agreement.
- 8.10 Service Fee Payers: Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding objections to political-ideological expenditures. The Association agrees that the MEA policy and procedures shall meet all requirements by law.
- 8.11 Non-payment of dues or service fees: If a bargaining unit member does not pay the appropriate amount of dues or 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

same to the Association. New employees must make application for membership or elect the service fee within thirty (30) days of employment in the system.

- 8.12 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.

ARTICLE 9 **EMPLOYEE EVALUATION**

Article 9 will be amended after a six member committee has convened to revise the Evaluation Tool to meet State requirements/deadlines for compliance. Three members of this committee will be appointed by the Superintendent and three members are to be appointed by the FEA President. The recommendation of the committee is due to the Negotiating Committee by March 1, 2011.

- 9.1 By the beginning of the second year of probation, each probationary teacher shall be provided with a proposed Individualized Development Plan. This plan will be based on, and consistent with, criteria used to evaluate the probationary teacher. The proposed Individualized Development Plan shall be given to and discussed with the probationary teacher at a conference called by the evaluator for that purpose. The Individualized Development Plan will be finalized subsequent to the conference and before beginning of the second year of probation.
- 9.2 Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. Each evaluation shall follow an evaluation cycle; with the evaluation cycle being defined as having: 1) pre-observation conference(s); 2) work station observation(s); 3) a post observation conference(s); and 4) a written evaluation. Each probationary teacher shall be given prior notice of his/her observation.
- A. The first evaluation shall take place at least once during the first four (4) months of the school year.
- B. The second evaluation shall take place at least once during the calendar months of January, February or March.

No later than April 15, the evaluator shall prepare the written evaluation. The completed written evaluation form shall be presented to and reviewed with the probationary teacher in a personal conference called by the evaluator for that purpose. Each rating given by the evaluator on the form related to the evaluation criteria pertinent to classroom observations shall be supported by the evaluator's observations.

In the event a probationary teacher is not recommended for continuing employment, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan and the evaluation instrument if the reasons are based upon performance, rather than misconduct.

9.3 Tenured teachers shall be evaluated at least once every three (3) years. The evaluation tool will be reviewed and, if necessary, adjusted, on an annual basis by a committee made up of an equal number of administrators (3) and teachers (1 from each building). The evaluation tool for counselors and media specialists will be reviewed and adjusted by the individuals affected by the evaluation and the administrator(s) involved. The evaluation will be based on at least two classroom observations, one of which will be no less than 30 consecutive minutes, with the observations taking place in the same school year. Each evaluation shall follow an evaluation cycle, with the evaluation cycle being defined as having: 1) pre-observation conference(s); 2) work station observation(s); 3) post observation conference(s); and 4) a written evaluation.

A. To begin the evaluation cycle, the evaluator shall hold a pre-observation conference with the tenured teacher. The purpose of this conference is to review the evaluator's expectations and to provide a tentative time schedule for the entire evaluation cycle.

Within this time schedule the tenured teacher shall have been provided at least 24 hours prior notice to the work station observation unless otherwise agreed upon between administrator and teacher.

Within the time schedule, the post observation conference shall take place within five (5) school days. The evaluator will review his/her observation notes with the employee. Any unsatisfactory behavior shall be supported by observation and identified by the evaluator. The evaluator will also provide suggestions for remediation.

No later than ten (10) school days after the final classroom observation of the tenured teacher, the evaluator shall prepare the written evaluation. The completed written evaluation form shall be presented to and reviewed with the tenured teacher in a personal conference called by the evaluator for that purpose. Each rating given by the evaluator on the form related to evaluation criteria pertinent to classroom observations shall be supported by the evaluator's observation. In the event that the tenured teacher feels his/her evaluation was incomplete or unjust, he/she may state their position in writing and have his/her writing attached to the evaluation report to be placed in his/her personnel file.

B. If a tenured teacher receives an evaluation that is less than satisfactory in any area, the teacher will be provided with an IDP developed in consultation with the teacher.

This IDP shall:

1. Identify specifically the area(s) that need(s) improvement.
2. Provide the employee with specific, appropriate written recommendations for improvement.
3. Contain a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the area(s) of concern.
4. Provide a positive program of assistance that may include materials, resources, consultant services and sufficient time during the school day to implement the recommendation(s) of the evaluator.

9.4 Evaluation shall only be conducted by a qualified building principal, assistant principal, elementary principal, elementary supervisor, or other qualified administrator. All formal observation or monitoring of the work performance of a tenured teacher shall be conducted openly and with full knowledge of the employee.

9.5 Mentor. A mentor shall be defined in accordance with section 1526 of the school code and shall provide professional support, instruction and guidance. Every effort will be made to provide a mentor who is a master teacher from the bargaining unit.

A mentor teacher shall be assigned in accordance with the following:

- A. Participation as a mentor teacher shall be voluntary.
- B. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
- C. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and mentee after 2 months. If a change is warranted, this may be mutually agreed upon by the mentor, mentee, and administration.
- D. The relationship shall remain confidential (if desired) and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or the mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- E. If there are no appropriate volunteers within the current teaching staff to serve as needed mentor teachers, the administration may seek involvement from the community, i.e., retired teachers, college or university professors, etc.

9.6 Each Teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

- A. TB report and required medical information. The cost of this TB report shall be borne by the Board.
- B. All teacher evaluation reports.
- C. Copies of annual Contracts.
- D. Tenure recommendation.

9.7 A teacher may have an opportunity to file a response to any material in his or her personnel file which becomes part of the file.

9.8 It is recognized that the evaluation procedures for probationary teachers and tenured teachers set forth in Sections 9.2 and 9.3 of this article are not applicable to the evaluation of members of the bargaining unit who are not in classroom teaching positions and that other evaluation procedures may be developed for such employees.

9.9 The time limits in this article shall be adjusted to address absence of the employee.

ARTICLE 10
EMPLOYEE DISCIPLINE

- 10.1 No tenured teacher shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and Association in writing.
- 10.2 Abuses of sick leaves or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of Board policy by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the School System. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing whenever the aforementioned behavior might be used later for discipline of the teacher for alleged delinquencies. The written notice shall indicate expected correction, and indicate a reasonable period for correction. This provision shall not prevent Administrators from informal conferences with teachers, but such conferences may not later be used for discipline unless the writing above indicated is delivered to the teacher. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- 10.3 A teacher shall have the right to request that a representative of the Association accompany him whenever he is required to attend a meeting at which he is to be reprimanded, warned or disciplined for any infraction of rules or other behavior which might result in disciplinary action when such meeting is made a portion of his personnel file. A teacher shall be given at least two (2) hours notice of such a meeting and the fact that a teacher may request a representative to be present shall in no way cause a delay of over twenty-four (24) hours if the representative is unable to attend at the specified time. In the case of infractions related to drugs or alcohol the two (2) hours notice and twenty-four (24) hours delay shall be reduced to twenty (20) minutes. This paragraph shall not be interpreted to prevent administrators and teachers from conferring informally.
- 10.4 Discharge or demotion in the employment status of a tenure teacher shall be for just cause in accordance with the Michigan Teachers' Tenure Act. The term "demotion" shall be as defined in the Michigan Teachers' Tenure Act. If the discharge or demotion is based upon performance, rather than misconduct, the discharge or demotion shall be preceded by the faithful execution of the evaluation procedure. All tenured teachers' rights included in this Agreement and applicable statutes shall be honored.
- A. The discharge or demotion shall be preceded by the forwarding of written charges to the teacher.
- B. If requested by the teacher, the Board shall provide the teacher with a hearing before the Board.
- 10.5 The following procedure will be followed when it is believed that a teacher is consistently tardy or when it is believed that a teacher consistently leaves early:

- A. A warning in writing will be given to the teacher by the building principal with a copy sent to the Superintendent and the Board and a copy of this warning inserted in the teacher's personnel file.
- B. A second warning in writing shall be given to the teacher by the building principal with a copy sent to the superintendent and the Board and a copy of this warning inserted in the teacher's personnel file.
- C. After "A" and "B" above have been performed, a teacher who is tardy or leaves early during the school year, may be subjected to dismissal, but in any event must appear before the Board and the P.N. committee to explain his tardiness or early departure.

ARTICLE 11
WORK DAYS AND WORK HOURS

- 11.1 The scheduled working day for all teachers shall not exceed seven (7) hours, thirty (30) minutes, except on staff meeting days, when the working day is extended to allow time for meetings. It is understood that on Fridays, and on days preceding holidays, teachers shall be free to leave their buildings after departure of the first bus runs. The building principal may excuse a teacher earlier than the agreed to departure time, upon the request of the teacher, for the purpose of taking care of matters which cannot reasonably be cared for after the regular leaving time.

Prior to April 1st of each year of this agreement, if needed, a committee of three (3) teachers and three (3) administrators will provide a suggested format of operation so that each school (elementary school, middle school, high school) will exceed the minimum student hours and meet the recommended days of instruction during the 2010-2011 and 2011-2012 school years, subject to approval by the Board and the Association. If unable to reach consensus by April 14th of each year, the Board of Education shall set the teachers daily schedule during the April Board Meeting. The committee must consider state requirements for hours, minutes, and days. Days, hours, minutes may be added and adjustments to 11.1 and 12.1 may be made to meet these requirements in any recommendation.

- 11.2 Teachers shall attend staff meetings by buildings or on a system-wide basis, unless excused by the Principal specifically for medical, dental, professional or legal appointments. Such meetings may extend beyond the normal school day, if the meeting begins prior to the end of the teacher work day. Meetings that extend beyond the school day above shall not exceed sixty (60) additional minutes per month. The intent of the administration is to give advance notice of staff meeting dates and times and utilize the time for such meetings to the best possible professional advantage.
- 11.3 The High School and Middle School Teachers daily schedule shall consist of either six (6) teaching periods and one conference period for a total of thirty-five (35) periods per week or three (3) teaching periods and one conference period for a total of twenty (20) periods per week. Teachers with assignments in more than one building (High School, Middle School Program, Elementary School) will have a total conference period equal in length to the Middle School Teachers' conference period.

- 11.4 Teachers shall be entitled to a minimum thirty (30) minute duty-free lunch period. This lunch period shall be duty free except that teachers must assist in emergencies and exceptions may be made by the Board for special events.
- 11.5 When schools are closed to students due to “Acts of God”, mechanical failure, or other reasons, teachers shall not be required to report for duty. When school is canceled after being convened for the day, teachers will assist with the departure of students and then may be released upon direction of the building principal. The Board shall be entitled to reschedule any days lost if it is necessary to receive full state aid or in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation. Such days shall be built into the calendar for the school year. Any additional days needed will be added to the end of the school year, unless the Board and Association mutually agree otherwise.
- 11.6 All teachers included on a building master schedule will be required to attend the events listed below.

<u>Elementary Bldg.</u>	<u>Middle School Bldg.</u>	<u>High School Bldg.</u>
Open House	Orientation	Academic Awards
Christmas Program	Commencement	Commencement

Teachers failing to attend the listed events, other than absences excused by the building principal, will be charged the cost of a full-day substitute teacher from that pay period.

ARTICLE 12 WORKING CONDITIONS

- 12.1 The normal weekly workload in the high school/middle school will be fifteen (15) periods under the block schedule or thirty (30) periods under the traditional schedule and five (5) conference periods. This normal load includes teaching assignments, study halls, and other assignments. Elementary teachers will not teach more than thirty (30) hours per week, unless recommended to do so by procedures set forth in Article 11.1.
- 12.2 The Board, or its designee, at the request of the Association, will confer for the purpose of improving the selection and use of educational tools such as appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals and similar materials used as tools by the teaching profession.
- 12.3 A teacher reference library committee is hereby established with two members to be appointed by the Association and one member to be appointed by the Board. The committee is charged to compile a list of teaching reference material consisting of texts, periodicals and other literature thought appropriate by the committee for the purpose of assisting teachers in maintaining a high level of professional competence. The Board shall provide the sum of \$250.00 per year while this Agreement is in effect to be spent by the committee for materials chosen by it for the teacher reference library which shall be kept in a place or places designated by the Board.

- 12.4 The Board shall furnish without charge, once per school year, upon request, a smock for art teachers, apron for home economics teachers, industrial-type apron for industrial arts teachers, protective apron for science teachers, and smock for vocational agriculture teachers. The Board will provide a sweat suit or warm-up suit for teacher use during the school year, for each Physical Education teacher having three (3) or more periods of Physical Education. For teachers of Physical Education having fewer than three (3) periods of Physical Education, the Board will pay a clothing allowance of \$4.00 per period.
- 12.5 Elementary teachers without a scheduled preparation period will not be required to supervise recess. In addition to the common time before and after school, they will be provided two (2) fifteen (15) minute preparation periods each day, (relief time from teaching specialists may count as a preparation period), unless an emergency situation would require their assistance. This time shall be used as teacher conference and preparation time. If students are required to stay in their classrooms during recess because of inclement weather, the allotted fifteen (15) minutes of relief time may be reduced to ten (10) minutes.
- 12.6 The Board makes available in each school a lunchroom and restroom. Lavatory facilities for teacher use are separated from those used by students.
- 12.7 The Board shall provide in each building's faculty area a refrigerated storage facility.
- 12.8 Teachers shall have reasonable use of telephones for local calls.

ARTICLE 13 **CALENDAR**

A detailed calendar shall be set forth in Appendix A. For the 2010-2011 school year and the 2011-2012 school year there shall be 180 student days and 184 teacher days. Each calendar will exceed the minimum student hours and meet the recommended days of instruction.

ARTICLE 14 **QUALIFICATIONS AND ASSIGNMENTS**

- 14.1 Teachers shall not be assigned outside their area of certification except for good cause and with written consent of the teacher. This provision shall not apply to classes or assignments for which certification is not required.
- 14.2 Teachers will be given written notice of their assignments as the principal tentatively has them planned for the forthcoming year on or before June 1. If a change in the schedule is planned after June 1, the teacher will be notified in writing at the teacher's address on file with the Board of the planned change. The teacher, upon request to the Board, may have a conference with the principal on the planned change. Changes in the assignment after August 15 will not be made except for urgent or unexpected reasons.

- 14.3 Teachers shall not be required to teach adult education courses or drivers' education. Preference to teach adult education and drivers' education will be given to bargaining unit members who are qualified and able to do the work.
- 14.4 Teachers assigned to instruct in I.T.V. as part of their assignment will receive more instruction at Board expense. The Teacher will receive a \$25.00 stipend per day for attendance in an instructional class if required outside of regular school day.
- 14.5 Teachers shall be qualified for their assignments. The term "qualified" shall be defined as:
- A. To be qualified to teach in elementary classrooms, K-5, a teacher must hold an elementary teaching certificate. Teachers in specialized positions such as music and physical education must also possess specific certification in the subject to be taught.
 - B. To be qualified to teach in grades 6-8, a teacher must be certified secondary (7-12), elementary (K-8) or have a middle school endorsement and:
 - 1. have a major or minor in the subject area to be taught, or
 - 2. have taught in the subject area for at least one year within the last five (5) years, or
 - 3. have taken twelve (12) semester hours or equivalent term hours in the subject area.
 - C. To be qualified to teach in grades 9-12, a teacher must have a major or minor appropriate for the teaching assignment.
 - D. It is understood and agreed that the Board may make exceptions to the above requirements for up to two (2) classes in the teacher's assignment.
 - E. It is understood and agreed that to be qualified a teacher must also have sufficient credit hours in the academic area to which the teacher is assigned to meet the accrediting agency standards of North Central Accreditation. Teachers required to take unanticipated active steps to meet accrediting agency standards will have necessary tuition shared by the Board of Education at a rate of 50%, provided said teacher completes accreditation required classes in a timely manner to fulfill assignment and receives a grade of A or A- from the University of said class(es). Unanticipated is defined as one high school semester or less notification of the inability to meet N.C.A. Standards in the area of assignment.
 - F. It is understood and agreed that to be qualified a teacher shall also meet all applicable standards for a "highly qualified" teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR 200-55-200.56, and the Michigan Definition for identifying Highly Qualified teachers, as approved by the State Board of Education.
 - G. If a teacher who is required to meet the NCLB "highly qualified" standards (as outlined above) by the end of the 2005-2006 school year does not meet those standards, he/she

shall be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under this Agreement.

If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified (as outlined above) he/she will be placed on layoff status, under the provisions of this Agreement, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified (as outlined above). The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in this Agreement.

ARTICLE 15 **VACANCIES, PROMOTIONS AND TRANSFERS**

- 15.1 A vacancy is defined as a newly created position or a position unfilled because a former staff member has severed his/her employment. Vacancies in any position to be filled in the District shall be publicized by the Board in the following ways:
- A. Sending written notice of the vacancy to the President of the Association.
 - B. During the school year, posting the vacancy in each school building (except temporary school classrooms) for a period of, at least five (5) working days prior to the filling of the vacancy.
- 15.2 Teachers having a specific interest in possible vacancies which might occur during the normal summer months between school years may indicate and be considered for vacancies which may occur as follows:
- A. Teachers having such interest shall notify the Superintendent of their interest in writing on, or before, the last regular week of school indicating the particular position or positions the teacher is interested in, provided a vacancy occurs, and setting forth an address to which the Administrator may mail a notice that the vacancy has occurred. The teacher will then make letter of application (if so desired), under guidelines set forth. The teacher has seven (7) calendar days in which to respond to the notice vacancy.
- 15.3 Teachers in the bargaining unit who indicate an interest to the Board in vacancies arising during the school year in which they are posted will be considered for the positions. If the teacher is selected for the position, arrangements may be made for the temporary filling of the position until the end of the school year where the Board feels that immediate transfer of the teacher may interfere with the course of instruction of the students. An individual temporarily employed to fill a vacancy occurring during the school year for all or a portion of the remainder of the school year shall not acquire seniority or any contractual rights to continued employment and shall not be considered a member of the bargaining unit.
- 15.4 If a vacancy may be filled by the recall of a certified and qualified staff member on layoff status, the vacancy shall be filled pursuant to Article 17 rather than Article 15.

ARTICLE 16
STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

- 16.1 Teacher shall provide the building principal with the names of students that the teacher believes present a danger to the teacher or other students or whose presence prevents educational advancement of the remainder of the class because of disruptions.
- 16.2 Teachers may temporarily exclude pupils from class for gross offenses, persistent misbehavior or gross disruption which has a substantial adverse effect on the classroom educational process or which is reasonably thought by the teacher to be dangerous to other students or to the teacher. In such cases the teacher will furnish full particulars of the incident to the principal as promptly as his teaching obligations will allow. The principal may require that the particulars be placed in writing by the teacher. The pupil shall not be returned to class until after consultation by the principal with the teacher. This section is subject to section 1309 of the Revised School Code and the policy adopted by the Board pursuant to legislation.
- 16.3 Any assault or battery by a student or fellow employee to a teacher will be promptly reported by the teacher to the teacher's building principal.
- 16.4 Liability insurance carried by the Board will provide coverage for teacher liability to pupils for pupils' bodily injury to the extent of \$500,000 for each pupil with a maximum of \$1,000,000 for each occurrence. The policy will provide for legal assistance in connection with claims for bodily injury by pupils against teachers. The assistance and coverage to which the teacher is entitled shall be limited to the terms of the policy.
- 16.5 Teachers who sustain damage to their personal effects (such as clothing, watch, glasses) while engaging within the scope of their employment as a teacher in disciplinary action of a student or group of students, shall either have the same replaced or be reimbursed for the value of same.
- 16.6 Written complaints by a parent of a student or by a student toward a teacher shall promptly be called to the teacher's attention. Unless this complaint warrants an official reprimand, it will not be placed in the teacher's personnel file.
- 16.7 Teachers are covered by Workers' Compensation Insurance.
- 16.8 Teachers shall be responsible to be informed and aware of their responsibilities in fulfilling district harassment policy. Lack of information of policy does not hold the teacher harmless for his actions.

ARTICLE 17
SENIORITY, LAYOFF AND RECALL

- 17.1 For the purpose of this Agreement seniority is defined to mean the amount of time an individual is continuously employed in the bargaining unit. Periods of leave of absences (more than 90 school days) including layoff, teachers will not lose their salary position, but also will not accrue seniority or continuous years of service. When two or more teachers have the same length of service in the bargaining unit, a drawing will be held to determine the ranking. For

purposes of this Article only, service at less than the full teaching load shall count as if the service was at the full teaching load.

- 17.2 It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying-off personnel. In order to promote an orderly reduction in personnel when the educational program, curriculum or staff is curtailed, the following procedure will be used:
- A. The Board will determine the curriculum and the positions which should be eliminated, reduced, or continued.
 - B. Probationary teachers shall be laid off first. A tenured teacher may be laid off while a probationary teacher is employed if the tenured teacher is not certified and qualified to be employed in the position to which the probationary teacher is assigned.
 - C. If the layoff of tenured teachers is necessary, then tenured teachers shall be laid off based upon seniority. However, a tenured teacher may be laid off while a tenured teacher with less seniority is employed if the more senior teacher is not certified and qualified to be employed in the position to which the less senior teacher is assigned.
 - D. A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority.
 - E. This procedure shall be subject to the Michigan Teachers Tenure Act.
- 17.3 Recall Procedure - Teachers on layoff shall be recalled in order of greatest seniority provided the more senior teacher(s) are certified and qualified for the vacancy or vacancies to be filled. No new teacher shall be employed by the Board to fill a vacancy when there are laid off teachers with proper certification and qualifications to fill the vacancy. Pursuant to the Tenure Act, rights to recall employment shall end in the event the said employee is not recalled within three (3) years from the effective date of layoff.
- 17.4 The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to accept an offer of recall within ten (10) calendar days from the date of receiving notice of the recall, unless an extension is granted in writing by the Board, this shall be deemed to constitute a voluntary quit and the termination of his/her individual employment contract and any other employment relationship with the Board.
- 17.5 Individual Contract - The individual contract, executed between each teacher and the Board is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- 17.6 An updated seniority list shall be presented to the Association prior to December 31 of each year.

ARTICLE 18
PAID LEAVES OF ABSENCE

18.1 Sick Leave

- A. Definition of Immediate Family - Current spouse, children, parents, sister, brother, grandchildren, grandparents, mother-in-law, father-in-law of the employee.
- B. Sick Leave Days
 - 1. At the beginning of each school year each teacher shall be credited with ten (10) days of sick leave which shall accumulate from year to year not to exceed one hundred twenty-five (125) days.
 - 2. All bargaining unit members will continue to accrue sick leave credit as long as they are on the payroll even though they are absent because of sickness. Employees on leave of absence without pay will not receive any sick leave credit during such leave.
- C. Use of Sick Leave Credit
 - 1. Bargaining unit members may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the School.
 - 2. All absences of teachers due to illness or injury will be debited against the teacher's record on a 1/2 day basis.
 - 3. Partial sick days may be combined with workmen's compensation benefits.
 - 4. Each bargaining unit member, desiring consideration for sick leave benefits, may as a condition for such leave benefits be required to file with the Superintendent, principal, or other supervisor, a physician's statement or a sworn affidavit (whichever is elected by the Board) that the claim of absence for any of the reasons stated is bonafide.
 - 5. Whenever an employee has used up all of his/her sick leave credit, he/she will be removed from the payroll until he/she reports back to duty and shall forfeit the daily rate of his/her salary for each day he/she is not on the payroll. If a teacher leaves employment during the year after consuming that year's sick leave, the teacher shall reimburse the district at their daily rate of one day per month left in the school year (Sept. to June). The amount owed by the teacher may be deducted from any salary payments owed to the teacher.
 - 6. Sick leave may be utilized by an employee in the event of serious illness in the bargaining unit member's family if such illness necessitates the employee's absence from work. Sick leave used under this provision shall be limited to an accumulative total not to exceed six (6) days in any one contractual year. This limit of six (6) days may be increased upon approval of the Superintendent.

7. In case of death in the bargaining unit member's immediate family, the bargaining unit member will be given approved absence not to be charged against sick leave and not to exceed three (3) days for any such occurrence. Additional days may be allowed at the discretion of the Superintendent and would be deducted from sick leave. Attendance at funerals other than those mentioned above shall be made at the discretion of the Superintendent. The decision of the Superintendent shall not be subject to the grievance procedure.
8. Employees must notify their immediate supervisor, principal or designee at the earliest opportunity when they will be off work because of illness, but in any event, by 7:00 a.m. of the day they will be off work.

18.2 Personal Leave

- A. Up to one (1) day leave of absence with a forty-eight (48) hour prior written notice, with reason stated, forwarded to the Superintendent for personal affairs non deductible from sick leave may be granted at the discretion of the Superintendent. In cases of emergency the forty-eight (48) hour written notice need not apply. In all cases written approval of the Superintendent is required. Personal affairs, for this purpose, shall be for such items as real estate closure, IRS audit, funerals, or like items which cannot be taken care of outside of school hours. This day cannot be used for profit or pleasure. The decision of the Superintendent shall not be subject to the grievance procedure.
- B. An additional one (1) day leave of absence with forty-eight (48) hour prior written notice forwarded to the Principal for personal affairs as defined in A, shall be allowed each bargaining unit member. In cases of emergency, the forty-eight (48) hour notice need not apply, but notice of some type must be given the Principal or Superintendent. A cost equal to the cost of a substitute teacher shall be deducted from each teacher's salary who elects to use such days.
- C. Up to two (2) days leave of absence with forty-eight (48) hour prior written notice forwarded to the Principal for personal affairs shall be allowed each bargaining unit member. A reason for the leave day does not need be stated, with no cost of the substitute teacher to be deducted from the teacher's salary. This day is limited to two (2) persons per building per day.
- D. Personal leaves of absences will not be granted immediately before or after a vacation period except at the discretion of the Superintendent. The decision of the Superintendent shall not be subject to the grievance procedure.
- E. Up to three (3) days annually of personal leave time may be utilized (one day at a time) to attend a funeral of a non-immediate family member. Said leave will be assigned against sick leave days.
- F. Unused personal leave days shall be added to the bargaining unit member's accumulated sick leave.

18.3 Each teacher may use professional days for educational purposes at the discretion of the teacher

and the principal, subject to the approval of the Superintendent. The teacher approved to use a professional business day shall notify his/her principal at least one week in advance of his/her absence. The teacher may be requested to file a written report, within one week of his/her attendance at such visitation, workshop, conference, or seminar.

- 18.4 Leave for Court-Required Service - Members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties (except if also a witness for the Board when the Board is a party) to an action will be paid the difference between their regular pay and the amount received for serving as a juror or serving as a witness. A bargaining unit member is expected to report for regular school duty when his attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A bargaining unit member should check with the Superintendent's Office before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.
- 18.5 Association Educational Leave - Members of the Association may use up to eight (8) working days per school year for the purpose of attending educational classes or meetings conducted, sponsored, or selected by the Association. No more than two bargaining unit members may be absent from the district at any one time because of this leave. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of the date for the intended use of the leave. The Association agrees to pay the wages for substitute teachers, unless the classes of a teacher using this leave are covered by members of the Association with the approval of the Board.
- 18.6 Medical Condition Following Leave - A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to that member's condition with respect to carrying on regular duties. If the member's condition might interfere with the performance of the member's duties, or might result in injury while working or result in aggravating the condition, reasonable conditions may be placed on reemployment including but not limited to time for commencement of reemployment and type of work performed in reemployment.
- 18.7 Any teacher that does not use more than three (3) sick and/or personal leave days during any school year will receive an additional \$100.00 in the final June pay.

ARTICLE 19 **UNPAID LEAVES OF ABSENCE**

- 19.1 A leave of absence, without pay, is obtained only for special reason such as poor health; advanced study related to the teacher's academic field of study; study to meet eligibility requirements for a certificate other than that held by the teacher; study, research or special teaching assignments involving a probable advantage to the Board; and service in the Peace Corps. Each request for such leave is made to the Superintendent who will refer the matter to the Board. Leaves of absence without pay for the reason of poor health must be accompanied by a written statement from a doctor setting forth his opinion as to whether the condition of the teacher is such that the teacher is unable to carry out the teacher's regular duties for the Board. The Board may require examination from another doctor concerning the condition of the teacher, at the expense of the Board. Leaves of absence under this provision do not exceed one (1) year, but may be renewed at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position. On return from leave for study, or leave for service in the Peace Corps, Teacher Corps, and special

teaching assignments, a teacher will be given the step increases for the time spent in the manner provided in this Agreement.

19.2 Military Leave

- A. Military leave shall be allowed as provided by Federal and State Law.
- B. Time necessary to take the Selective Service physical examination shall be allowed with pay not to exceed two (2) days.

19.3 A leave of absence may be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association.

ARTICLE 20
SABBATICAL LEAVE

20.1 Teachers who have been employed in the district for seven (7) years may apply for sabbatical leave for one (1) year. During this sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall receive a salary equivalent to one-half (1/2) of his annual salary.

20.2 To qualify for sabbatical leave a teacher must hold a permanent, continuing, life or professional teaching certificate and shall have accumulated at least ten (10) semester hours toward a master's degree.

20.3 No more than two (2) teachers may be on sabbatical leave during the year.

20.4 Sabbatical leave may be granted for one of the following reasons:

- A. Formal study at an accredited college or university toward an advanced degree.
- B. Research work under the guidance of competent research personnel.
- C. Special program accepted by the Board as recommended by the Superintendent.

20.5 Sabbatical leave must be applied for by February 15 of the year prior to the requested leave. Sabbatical leave must be requested in writing on the proper forms from the Superintendent. Teachers may be asked to be present during the consideration of their request for sabbatical leave at the Board meeting.

20.6 The Board shall act upon the sabbatical leave requests prior to June 1.

20.7 Any teacher granted a sabbatical leave shall be required to work for a minimum of three (3) years upon his return from sabbatical leave for the Board. Any Teacher who does not complete the three (3) years minimum will return to the Board all monies funded him under this agreement and shall proportionately return these monies funded him under this agreement as follows: works one (1) year after sabbatical, refunds two-thirds (2/3) monies; works two (2) years after sabbatical, refunds one-third (1/3) money. Any teacher who does not work for the Board at all after his leave shall return all monies afforded him under this agreement. The

teacher shall obtain a performance bond which meets these conditions prior to the final approval for said sabbatical leave.

- 20.8 Restitution of said sabbatical leave money does not apply in cases where the teacher becomes incapacitated or where the rule is waived by the Board.
- 20.9 During the sabbatical leave the teacher shall not be allowed to hold any full-time paid position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants and aides, or other scholastic stipends. The granting of sabbatical leave shall be made solely upon the recommendation of the Superintendent and the authorization of the Board, providing funds for such sabbatical leaves are available. The Board reserves the right to reject any request for any reason for leaves as defined by this Agreement.
- 20.10 An employee who is absent on sabbatical leave for academic study shall be required to furnish evidence of satisfactory progress in his academic study. Specific details of this requirement shall be arranged at the time of approval of the sabbatical request. Any employee on sabbatical leave who fails to meet the agreed upon requirements in his application for said sabbatical leave shall forfeit all rights to continue leave unless specifically permitted to continue by the Board.

ARTICLE 21
**CURRICULUM, INSTRUCTIONAL MATERIALS
AND IN-SERVICE EDUCATION**

- 21.1 Building level teams will plan annual in-service programs. Teams will communicate plans between buildings to combine programs when appropriate and when efficient for the district. The District level team may plan district wide activities when appropriate and inform the building level teams of such plans in advance. District level plans would supercede building level plans.

ARTICLE 22
GRIEVANCE PROCEDURE

- 22.1 A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- 22.2 Grievances shall be presented and processed as set forth below. Two or more bargaining unit members alleging the same violation of this Agreement may bring the same grievance under this procedure. The Board shall have the right to consolidate similar grievances.
- 22.3 Bargaining unit members are encouraged to work out claimed violations of this Agreement within their schools or through their principals without resorting to the informal or formal grievance procedure whenever possible.
- 22.4 Presenting an Informal Grievance (unwritten)
A bargaining unit member believing himself/herself to have a grievance shall ask his/her building principal, or other person designated by the Board for this purpose, for a personal conference within seven (7) days after the occurrence of the grievance, for the purpose of resolving the matter. The conference shall be attended by the building principal, or person designated by the Board for this purpose. The grievant may request any bargaining unit

member or agent of the Association, to attend the meeting. The principal, or other person designated by the board for this purpose, may request any employee or agent of the Board to attend. If both parties feel that the matter may be resolved by additional conference, they may hold one (1) or more for this purpose. If a solution is achieved in the conferences, the matter shall be terminated. Any solution achieved at the informal stage of this grievance procedure shall not constitute a binding precedent in the settlement of similar grievances.

22.5 Presenting a Formal Grievance - Level One

- A. If the matter is not resolved at the informal level the grievance may be filed in writing with the building principal or other person designated by the Board. The grievance must be filed within fourteen (14) days after the occurrence of the grievance.
- B. The written grievance will contain:
 - 1. The article(s) alleged to be violated.
 - 2. A synopsis of events leading to the grievance.
 - 3. The date(s) of the events leading to the grievance.
 - 4. The relief sought.
 - 5. Certification by the Association that the Association Committee for Contract Grievances has reviewed the grievance and approved it for filing as a formal grievance.

Any grievance not fully satisfying these requirements may be rejected. Such rejection shall not extend the time limits for filing/appealing grievances.

- C. Following the submission of the written grievance, a time for meeting between the grievant (and, if he/she requests, a representative from the Association) and the principal, or other person designated for this purpose by the Board, shall be arranged. No longer than ten (10) days shall elapse before the date and time for a meeting are set by the principal, or a person designated by the Board for this purpose. The time limit may be extended by mutual agreement.
- D. The principal, or other person designated by the Board for this purpose, shall answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed, unless the time limit is extended by mutual agreement. A grievance not appealed, as provided in Step Two (2) below, within ten (10) days after the answer from the principal, or a person designated by the Board for this purpose, shall be considered settled on the basis of the last answer and not subject to further review. The time limits may be extended by mutual agreement.

22.6 Level Two - Superintendent

- A. If the matter is not resolved at Level One, the grievance may be filed in writing with the Superintendent or other person designated by the Board. The grievance must be filed at Level Two within ten (10) days from the date the Level One response was received.
- B. The Superintendent shall set a time and place for a meeting with the Association and the grievant within ten (10) days of receipt of written notification from the Association that

it wishes to continue the grievance. The Superintendent shall answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed, unless the time limit is extended by mutual agreement. A grievance not appealed, as provided in Step Three (3) below, within ten (10) days after the answer from the Superintendent shall be considered settled on the basis of the last answer and not subject to further review. The time limits may be extended by mutual agreement.

22.7 Level Three - Board of Education

- A. If the matter is not resolved at Level Two, the grievance may be filed in writing with the Board of Education by sending notice to the Superintendent. The grievance must be filed at Level Three within ten (10) days from the date the Level Two response was received.
- B. Within thirty (30) days from receipt of the notice, the Board will arrange to have the grievance heard by the full Board or a Board committee. The party filing the grievance shall be given written notice of the time and place of this meeting. The Board of Education shall grant an audience to all affected parties to such an issue and shall within fifteen (15) days from the date of such hearing render its judgment in the matter. Such judgment shall be made a matter of public record in the official minutes of the Board and be made known to all parties to the grievance.

22.8 Level Four - Arbitration

- A. If the Association is not satisfied with the disposition of the grievance at the Board level, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association by filing a written demand for arbitration and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
- B. The fees and approved expenses of the arbitrator shall be paid by the loser of the arbitration. In the event the matter is settled, a settlement agreement shall determine the manner in which the arbitrator's fee shall be paid.
- C. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about alleged violations of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he substitute his discretion for that of the Board or the Association, nor shall he exercise any responsibility or function of the Board or the Association.
- D. The decision of the arbitrator shall be binding upon the Association, its members, the employee or employees involved, and the Board. The Association will discourage any attempt on the part of its members or persons in the bargaining unit and will not encourage or cooperate with any of its members in any appeal to any court or labor board from the decision of any arbitrator.

22.9 Miscellaneous Conditions

- A. The term “days” when used in this Article shall mean work days during the academic year and days when the central office is open for business during the summer months between academic years. Time limits may be extended by mutual written agreements.
- B. A grievance not appealed within the time limits set forth in this article shall be deemed to be settled on the basis of the last answer and not subject to further review.
- C. If a grievance is not answered within the time limits, it shall be deemed to be automatically appealed to the next level.

ARTICLE 23
NO STRIKE

The Association, its officers, agents, affiliates, members and employees agree that there will be no strikes, sit-downs, stoppages of work, concerted effort not to meet classes, boycott, withholding of services, or any unlawful acts that interfere with the Board’s operations. Any violation of the foregoing may be made a subject to disciplinary action and damage action, including discharge or suspension, and this provision shall not be by way of limitation on the Board’s right to any other remedy under law for such violation. The Association, its officers, agents, affiliates, members and employees shall be jointly and severally liable under this provision. This section shall not be subject to grievance procedure under this Agreement.

ARTICLE 24
COMPENSATION

Article 24 will be amended after a six member committee has convened to recommend a format to meet State requirements/deadlines for teacher compensation schedule based on the student achievement platform. Three members of this committee will be appointed by the Superintendent and three members are to be appointed by the FEA President. The recommendation of the committee is due to the Negotiating Committee by March 1, 2011.

- 24.1 The basic salaries of bargaining unit members covered by this Agreement are incorporated into a salary schedule format as provided in Appendix B. Such Appendix B Salary Schedule shall remain in effect without deviation during the designated periods.
- 24.2 A. All teachers will be given credit for all years teaching experience with the Fulton Schools, unless they have terminated their teaching in the Fulton Schools and are rehired where by the same conditions will prevail for them as those hired outside the Fulton Schools as new teachers.
- B. Teachers hired into the Fulton Schools may be allowed credit for teaching experience in other school systems.
- 24.3 A. Bargaining unit members required in the course of their work to drive, will be required to use a school owned vehicle. If such vehicle is not available, driving of personal automobiles will be allowed and members will be reimbursed at the maximum IRS

mileage allowance.

- B. Expenses of teachers to attend conferences, workshops and conventions approved by the administration shall be reimbursed in part or in whole at the discretion of the administration from a detailed list which will include cost of meals, lodging, fees or other educational expenses. When more than one teacher attends the same conference, expenses should be shared whenever possible, including two people to a room, shared transportation, etc. Meal allowance will be on the following scale: \$5 for breakfast, \$8 for lunch and \$12 for dinner. When a non-school employee is sharing a room, the additional expense for that person shall be borne by the employee.

24.4 A. Retirement Plan

All employees are members of the Michigan Public School Employees Retirement Fund which is correlated with the Federal Social Security Program. Information concerning the Fund may be obtained from the Superintendent's office.

B. Mandatory Retirement

Retirement will follow state and federal statutes.

C. Severance Payment

Employees eligible for non-disability retirement through the Michigan Public Schools Employee Retirement System and having at least fifteen (15) years of consecutive service to the Board shall be paid a severance payment on the following schedule:

1. After fifteen (15) years of service, five (5) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
2. After twenty (20) years of service, ten (10) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
3. After twenty-five (25) years of service, fifteen (15) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.

- D. Teachers shall notify the Association and Administration of their intent to retire as early as possible and not later than March 30 of the year in which they choose to retire, to participate in said severance payment. Exceptions may be approved by the Superintendent for unexpected situations, such as accidents or death in the family.

- E. Severance pay or remuneration will be forfeited in case a teacher's tenure contract is terminated because of cause, including but not limited to, a morals or indecency conviction.

24.5 Teachers, in all grades, required by the Administration to take over a class of another teacher shall be reimbursed at the rate of one-fourth of a substitute teacher's daily rate for high school teachers covering a block period and one-sixth of a substitute teacher's daily rate for grades K-8

to the nearest five minute fraction of an hour. (In the case of a teacher being called away from a class in an emergency, this need not apply.)

- 24.6 In the event of changes in the school laws concerning the number of days of instruction and/or the beginning date of school, the Association and the Board agree to open the contract for calendar purposes if necessary.

ARTICLE 25
SCHEDULE B COMPENSATION

Teachers employed at Fulton Schools will be given preference for all positions if the administration determines they are qualified. (This is not subject to the grievance procedure.)

CLASS ADVISORS¹

Freshman	2% if 1 advisor	1% each, if 2 or more	
Sophomore	2% if 1 advisor	1% each, if 2 or more	
Junior	8% if 1 advisor	4% each, if 2 or more	
Senior	4% if 1 advisor	2% each, if 2 or more	
FFA ²			4%
FHA ³			4%
PLAYS	per 3-act play or equivalent and approved for general admission		4%
BAND ⁴			9%

ACADEMIC EXTRA-CURRICULAR

Academic Curricular positions only with approval of the principal.

Business Professionals of America Advisor		4%
District School Improvement Coordinator		8%
Christmas Program Chairperson	(Two people may split the compensation)	4%
Christmas Program Pianist		1%
Department Chairperson/District Improvement Team Members		4%
Driver Education		\$23.50/hr.
Enrichment Team	(Per Team)	1%
High School Newspaper ⁵		7%
High School Yearbook ⁶		8%
Elementary School Student Council		3%
Middle School Student Council		3%
National Honor Society		3%
Odyssey of the Mind		2%
Quiz Bowl Coach		3%
Reading Month Chairperson	(Two people may split the compensation)	4%
Reading Strategy Trainers	(per person, up to two people)	2%
Sadd		\$300.00
Safety Patrol		\$250.00

Science Honor Society Advisor		1%
Science Olympiad	(per bldg.)	3%
School Improvement Team	(per person)	1%
School Improvement/Strategic Plan Coordinator/Grant Writer		12%
Student Council ⁵		4%
Study Committee Chairperson		1%
Summer Agriculture		\$3,500
Work Experience Coordinator ⁷	(new position in 2008-2009, base rate)	5%

ATHLETIC EXTRA-CURRICULAR

FOOTBALL

Varsity Head Football	12%
Assistant Football (4 positions)	8%
Middle School Football (limit 2 coaches)	4%

BASKETBALL

Head Basketball	12%
Assistant Basketball (JV)	8%
Freshman Basketball	8%
Middle School Basketball (limit 2 coaches)	4%

VOLLEYBALL

Head Volleyball	12%
Assistant Volleyball (JV)	8%
Middle School Volleyball (limit 2 coaches)	4%

SOFTBALL

Head Softball	10%
Assistant Softball (JV)	6%

TRACK

Head Track	10%
Assistant Track (JV)	6%
Middle School Track (limit 2 coaches)	4%

BASEBALL

Head Baseball	10%
Assistant Baseball (JV)	6%

CROSS COUNTRY

Head Cross Country	7%
Middle School Cross Country	4%

WRESTLING

Head Wrestling	12%
Assistant Wrestling (JV)	6%
Middle School Wrestling (1 coach)	4%

GOLF

7%

WEIGHT TRAINER (may be split)		8%
CHEERLEADING	<u>Fall Season</u>	
	Varsity Football Cheerleading	6%
	Junior Varsity Football Cheerleading	4%
	*No Freshman	
	<u>Winter Season</u>	
	Varsity Basketball Cheerleading	6%
	Junior Varsity Basketball Cheerleading	4%
	Middle School (2 teams, if 2 coaches split 5%)	5%
	*No Freshman	

Varsity Coaching positions shall be computed on the experience level in the activity through ten (10) levels (1,2,3,4,5,6,7,8,9,10) of the BA Schedule.

The percentage amount for all non-varsity positions shall be computed on the experience level in the activity through six (6) levels (1,2,3,4,5,6) of the BA schedule.

Footnotes for Non-Tenure Salary Schedule as follows:

- ¹May be assigned on a rotating basis if there are no volunteers.
- ²Required of Agriculture teacher as a condition of employment.
- ³Required of Home Economics teacher as a condition of employment.
- ⁴Required of High School Band teacher as a condition of employment.
- ⁵Not to be paid if activity is taught as a regular class in the high school.
- ⁶Two percent if taught as a regular class both semesters.
- ⁷Required as a condition of Employment as the business teacher in the high school.

Payment for Schedule B positions shall begin only after the activity has begun.

ARTICLE 26
HEALTH INSURANCE

26.1 The Board will provide teachers and his/her spouse and eligible dependents with either MESSA PAK detailed below or a Blue Cross/Blue Shield health plan that has coverage equivalent to MESSA Choices II plus other insurance components as detailed below. The Association shall notify the Board annually which of the aforementioned insurance options has been selected by the Association. The Board will pay the entire cost of the non-health insurance components of the selected plan and will subsidize to a level equal to the lower of the two aforementioned health insurance programs based on the year-to-year premiums. The amount of the health insurance premium which exceeds the Board's subsidy may be deducted from the teacher's

salary. In calculating the Board's subsidy the premium cost that would be paid if the health insurance was not part of a PAK shall be utilized. (See letter of agreement regarding the term equivalent in Appendix C.)

The Board will pay up to a 12% increase in PAK A & B insurance coverage for the 2010-2011 school year.

The Board will pay up to a 12% increase in PAK A & B insurance coverage for the 2011-2012 school year.

- A. Any amount in excess of the Board's contribution will be payroll deducted as a condition of the Agreement.
- B. The Board agrees to establish a salary reduction plan within the guidelines of the Internal Revenue Service to afford the opportunity to pay with pre tax dollars for out of pocket premium deductions under Article 26.1 above and other variable inservice plans available through the business office.
- C. Teacher shall have the option of purchasing Super Care I, rather than MESSA Choices II. Teachers exercising this option shall pay through payroll deduction the difference between the Super Care I premium and the portion of the MESSA Choices II premium paid by the Board.

MESSA PAK PLAN

- A. For employees needing health insurance: MESSA PAK Plan A, which includes:
 - Health** - MESSA Choices II, with \$10/\$20 prescription co-pay
 - Long Term Disability**
 - 66 2/3%
 - \$2500 maximum
 - 90 calendar days - Modified Fill
 - Pre-Existing Conditions Waiver
 - Freeze on Offsets
 - Life**
 - \$20,000 w/AD&D
 - Vision**
 - VSP-2
 - Dental**
 - 80/80/80 - \$2100 Ortho Max
- B. For employees who do not need health insurance: MESSA PAK Plan B, which includes:
 - LTD: the same as Plan A
 - Life: the same as Plan A
 - Vision: the same as Plan A
 - Dental: the same as Plan A

BLUE CROSS/BLUE SHIELD PLAN

C. For employees needing health insurance:

Health - a Blue Cross/Blue Shield plan with coverage equivalent to MESSA Choices II plan

LTD:	the same as Plan A
Life:	the same as Plan A
Vision:	the same as Plan A
Dental:	the same as Plan A

D. For employees who do not need health insurance:

LTD:	the same as Plan A
Life:	the same as Plan A
Vision:	the same as Plan A
Dental:	the same as Plan A

- 26.2 In addition to the above benefits listed in (D), the Board and the Association shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The Section 125 plan shall provide teachers who do not need or receive health insurance from the Board with a cash option in lieu of health insurance benefits. The monthly cash option shall be an amount equal to the monthly single subscriber premium. The cash option received by the teacher may be utilized to purchase a tax deferred annuity or such benefits which may be available under the Section 125 plan. To purchase a tax deferred annuity, the teacher shall enter into a salary reduction agreement.
- 26.3 Election for coverage by bargaining unit members of the above benefits shall be made according to procedures established by the Board. Payments for the insurance will be on a monthly basis while the bargaining unit member is employed by the Board. Bargaining unit members completing a full school year will receive the benefits for a twelve month period. Teachers not completing the full school year will receive the benefit for the months employed.
- 26.4 The health insurance provided to the teachers shall continue to cover abortion. The premium cost for abortion coverage shall be paid by the teacher.

ARTICLE 27 **NEGOTIATIONS PROCEDURES**

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

- 27.2 There shall be three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.
- 27.3 Negotiations on a successor agreement will commence no later than May 1, 2012.
- 27.4 Special conferences for important matters shall be arranged between the President of the Association or his designee and the Superintendent or his designee upon request of either party. Such meeting shall be between a maximum of three (3) representatives of the Association and three (3) representatives of the Board with more attending by mutual agreement of the parties. Arrangements for such a special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conference shall be confined to those included on the agenda. If the Board and the Association both consent, agreements reached at a special conference may be reduced to writing and then serve as precedent for future similar issues during the life of this Agreement. Special conferences shall not be used as a substitute for negotiations of agreements between the Association and the Board.

ARTICLE 28

DURATION OF AGREEMENT

- 28.1 This agreement shall be effective as of the first day of September 2010 and shall continue in effect until the thirty-first day of August 2012.
- 28.2 The Board shall reproduce this Agreement within thirty (30) days after it is signed by representatives of both parties in sufficient quantity that each bargaining unit member may have one copy while this Agreement is in effect. The Board shall make available to the Association ten (10) copies of this Agreement at no cost to the Association.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective representatives:

FULTON EDUCATION ASSOCIATION

BY _____ BY _____
President Secretary

DATE _____

FULTON BOARD OF EDUCATION

BY _____ BY _____
President Vice President

BY _____ BY _____
Secretary Treasurer

BY _____ BY _____
Trustee Trustee

BY _____ DATE July 12, 2010
Trustee

**APPENDIX A
CALENDAR FOR 2010-2011**

			TEACHER DAYS	STUDENTS DAYS
Aug.	30-Sept.2	Teacher Professional Development/Orientation	4	
Sept.	7	Student Classes begin		
**Oct.	20 & 21	Parent Teacher Conferences (1/2 days for students)		
Oct.	22	1/2 day teachers & students		
Nov.	5	End of 1st Marking Period		
			48	44
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Nov.	8	2nd Marking Period Begins		
Nov.	12	1/2 day for students (PD)		
Nov.	15	No School		
Nov.	24	1/2 day teachers & students (11:00 a.m. dismissal)		
Nov.	25-26	Thanksgiving Break		
Dec.	22	First Day of Christmas Break		
Jan.	4	Classes Resume (Tuesday)		
Jan.	28	End of 2nd Marking Period (1/2 day for students)	48	48
			48	48
<hr/>				
TOTALS			96	92
<hr/>				
Jan.	31	3 rd Marking Period Begins – (1/2 day for students) (PD)		
**Mar.	10	Parent Teacher Conference (1/2 day for students)		
Mar.	11	1/2 day teachers & students		
Mar.	28	Spring Break	45	45
<hr/>				
Apr.	4	Classes Resume		
Apr.	8	3 rd Marking Period Ends		
Apr.	22	No School – Good Friday		
May	30	Memorial Day Break - No school		
June	9	Exams (1/2 day for students)		
June	10	Exams/ Records Day (1/2 day for students)		
			43	43
<hr/>				
TOTALS			88	88
<hr/>				
YEARLY TOTALS			184	180

There will be a progress report for each student at the mid-term of each marking period. The format of the report will be developed by the building administrators and teaching staff.

**Parent/Teacher Conference Schedule is being planned as follows:

Oct. 20 - afternoon (12:30 p.m. - 3:30 p.m.) and evening (5:30 p.m. - 8:00 p.m.) sessions

Oct. 21 - afternoon (12:30 p.m. - 3:00 p.m.) sessions

Mar. 10 - afternoon (12:30 p.m. - 3:30 p.m.) and evening (5:30 p.m. - 8:00 p.m.) sessions

APPENDIX B

**SALARY SCHEDULE
2010-2011**

	STEP	B.A.	B.A.+20	B.A. +40 or M.A.	M. A.+30 or Ed. Spec.
		(1.0)	(1.035)	(1.070)	(1.105)
1	1.000	33,436	34,606	35,777	36,947
2	1.060	35,442	36,683	37,923	39,164
3	1.120	37,448	38,759	40,070	41,380
4	1.180	39,454	40,835	42,216	43,597
5	1.240	41,461	42,912	44,363	45,814
6	1.300	43,467	44,988	46,509	48,031
7	1.360	45,473	47,065	48,656	50,248
8	1.420	47,479	49,141	50,803	52,464
9	1.480	49,485	51,217	52,949	54,681
10	1.540	51,491	53,294	55,096	56,898
11	1.600	53,498	55,370	57,242	59,115
12	1.660	55,504	57,446	59,389	61,332
16◆	1.720	57,510	59,523	61,536	63,548
21◆◆	1.780	59,516	61,599	63,682	65,765
26◆◆◆	1.840	61,522	63,676	65,829	67,982
31◆◆◆◆	1.900	63,528	65,752	67,975	70,199

- ◆ To be eligible to receive Step 16 compensation, the teacher must have been employed by Fulton Schools for 15 years.
- ◆◆ To be eligible to receive Step 21 compensation, the teacher must have been employed by Fulton Schools for 20 years.
- ◆◆◆ To be eligible to receive Step 26 compensation, the teacher must have been employed by Fulton Schools for 25 years.
- ◆◆◆◆ To be eligible to receive Step 31 compensation, the teacher must have been employed by Fulton Schools for 30 years.

APPENDIX B

SALARY SCHEDULE 2011-2012

	STEP	B.A.	B.A.+20	B.A. +40 or M.A.	M. A.+30 or Ed. Spec.
		(1.0)	(1.035)	(1.070)	(1.105)
1	1.000	33,938	35,126	36,314	37,501
2	1.060	35,974	37,233	38,492	39,752
3	1.120	38,011	39,341	40,671	42,002
4	1.180	40,047	41,448	42,850	44,252
5	1.240	42,083	43,556	45,029	46,502
6	1.300	44,119	45,664	47,208	48,752
7	1.360	46,156	47,771	49,387	51,002
8	1.420	48,192	49,879	51,565	53,252
9	1.480	50,228	51,986	53,744	55,502
10	1.540	52,265	54,094	55,923	57,752
11	1.600	54,301	56,201	58,102	60,002
12	1.660	56,337	58,309	60,281	62,252
16♦	1.720	58,373	60,416	62,459	64,503
21♦♦	1.780	60,410	62,524	64,638	66,753
26♦♦♦	1.840	62,446	64,632	66,817	69,003
31♦♦♦♦	1.900	64,482	66,739	68,996	71,253

- ◆ To be eligible to receive Step 16 compensation, the teacher must have been employed by Fulton Schools for 15 years.
- ◆◆ To be eligible to receive Step 21 compensation, the teacher must have been employed by Fulton Schools for 20 years.
- ◆◆◆ To be eligible to receive Step 26 compensation, the teacher must have been employed by Fulton Schools for 25 years.
- ◆◆◆◆ To be eligible to receive Step 31 compensation, the teacher must have been employed by Fulton Schools for 30 years.

APPENDIX C

LETTER OF AGREEMENT

The Board and Association agree that for purposes of Article 26, section 26.1, the term “equivalent” shall not be interpreted to mean identical or equal. It is recognized that insurance programs or plans may be equivalent even though there are differences in the insurance coverage. It is understood that it may not be possible to obtain a

Blue Cross/Blue Shield health plan that is totally identical to the MESSA Super Care I plan. The Blue Cross/Blue Shield plan will be as close to the MESSA plan as is possible to obtain.

LETTER OF AGREEMENT

The undersigned parties agree that notwithstanding the provisions of section 17.8 of the collective bargaining agreement between the Fulton Schools and the Fulton Education Association MEA/NEA all teachers presently in the system are deemed to be qualified provided they do meet or actively take steps to meet accrediting agency standards which the Board is pursuing. Teachers will be notified of applicable accrediting standards.

DATE: April 13, 1992

DATE: April 13, 1992

Fulton Schools
BY: Fred W. Cunningham

Fulton Education Association
BY: Kathryn Parker

LETTER OF UNDERSTANDING

Pursuant to the Collective Bargaining Agreement between the undersigned parties, it is agreed that the employer may formally adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. The Employer shall have this right in order to avoid potential adverse tax consequences that may result from providing employees with certain fringe benefits under the current Collective Bargaining Agreement between the parties. Except as noted in this Letter of Understanding, adoption of a qualified plan under Section 125 of the Internal Revenue Code shall not change the level or type of fringe benefits available under the current Collective Bargaining Agreement. While the current Collective Bargaining Agreement provides employees with the option of receiving a tax deferred annuity instead of certain insurance benefits, it is acknowledged that tax deferred annuities are not an allowable option under Section 125 qualified plan. Therefore, if the Employer exercises his right to adopt a Section 125 qualified plan, the plan may offer employees the choice between the insurance benefits specified in the Collective Bargaining Agreement and cash. The cash option shall be in an amount equal to the value of the tax deferred annuity option under the current Collective Bargaining Agreement. Employees who elect to take the cash option under the Section 125 qualified plan shall utilize the cash to purchase a tax deferred annuity.

DATE: November 13, 1995

DATE: October 16, 1995

Fulton Schools
BY: Phillip Hyde

Fulton Education Association
BY: Scot Henry