

MASTER AGREEMENT
BETWEEN
FULTON BOARD OF EDUCATION
AND
FULTON ADULT/ALTERNATIVE
INDEPENDENT EMPLOYEE GROUP

July 2011 through June 2014

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AGREEMENT

This Agreement, entered into on this the 12th day of September, 2011 between the Fulton Board of Education herein called ‘The Board’ and the Fulton Adult/Alternative Independent Employee Group, hereinafter called “The Group”.

Article 2

PURPOSE

The general purpose of this Agreement is to set forth agreements reached between the Board and the Group regarding wages, hours and other conditions of employment for employees in the bargaining unit covered by this Agreement. It is further understood and agreed that only the Board of Education of the School District acting as a fiscal agent of the School may issue policies concerning wages, hours and working conditions which are binding on the School.

Article 3

EXTENT OF AGREEMENT

The express terms of this Agreement sets forth the entire agreement between the Board and the Group. No further agreement shall be binding on either the Board or the Group until it has been put in writing and signed by both the Board and the Group as either an amendment to this Agreement or a letter of understanding.

If any part of this Agreement is invalid because it is contrary to law, the remainder shall nevertheless be in full force and effect.

This Agreement shall supersede any rules, regulations or practices of the parties which are contrary or inconsistent with it’s terms.

Article 4

RECOGNITION

- 4.1 The Board recognizes the Group for the term of this Agreement as the collective bargaining agent with respect to wages, hours and other conditions of employment for employees of the Board included in the bargaining unit decried as follows and as certified in MERC Case No. R97 A-15: All full-time and regularly scheduled part-time employees of the Board working fifteen (15) hours or more per week including adult/alternative education teachers and staff, and adult/alternative education coordinators, etc.
- 4.2 Whenever the word “employee” or “bargaining unit member” or Group member”

appears in this Agreement, those terms shall include all persons in the bargaining unit described in Section 4.1 of this Article. Whenever the word “Board” appears in this Agreement, that term shall include, but not be limited to, the Fulton Schools’ Board of Education and, where appropriate, its authorized administrative employees and agents.

Article 5

GROUP RIGHTS

- 5.1 A person not in the bargaining unit who is chosen by the Group with it’s representation of bargaining unit members will be permitted to come on school property to meet with bargaining unit members during non-work hours. It is expressly understood that there shall not be any interruption of work activities or school operations.
- 5.2 The Board agrees to allow the Group in response to requests by Group to inspect existing public information and to inspect all information pertaining to the Group and those it represents.
- 5.3 The Group and it’s members shall have the right to use school building facilities so long as such use is consistent with established procedures and the proposed use does not conflict with a previously scheduled use.
- 5.4 Group members’ mail boxes may be used by the Group for the transmittal of communications.
- 5.5 Personal use of telephones by the Group members is limited to local calls only.
- 5.6 Group shall obtain the approval of the building administrator prior to use of any school office equipment for the Group business. The Group shall pay the reasonable costs of all materials and supplies attributable to such use.
- 5.7 The Board agrees to provide convenient and visible bulletin board space, which may be used by the Group for the notices.

Article 6

GROUP MEMBER RIGHTS AND RESPONSIBILITIES

- 6.1 Nothing contained herein shall be construed to deny or restrict a bargaining unit member of any rights they may have under the Michigan General School Laws or applicable laws and regulation. The rights granted to members in this Agreement shall be deemed to be in addition to those provided by the laws of the State of Michigan and the written policy of the Board.
- 6.2 Any case of assault on a bargaining unit member by a student shall promptly be reported to the Board. Time spent in court by a bargaining unit member in connection with the incident shall not be charged against the member provided the employee is not determined to be a willing participant in the incident. In the event the bargaining unit member is found to be a willing participant in the incident, the Board may recoup compensation after deducting leave time if the member is contractually entitled to leave time for the time spent in court.
- 6.3 The Board will consider reimbursing a bargaining unit member for loss, damage or destruction of personal effects (including clothing) that results from assault upon the employee, including by animals or pets, while acting within the scope of their duties. In case of other losses, the Board will cooperate whenever possible with authorities in an effort to aid in the recovery of losses while the Group members are acting within the scope of their duties.
- 6.4 Any complaint made against a bargaining unit member which is to become part of their permanent personnel record will be called to the attention of the member.

Article 7

EMPLOYER RIGHTS

- 7.1 **Rights and Powers** - Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan General School Laws or any other laws or regulations. All the rights, powers and authority the Board had prior to this Agreement are retained by the Board, with the sole exception of rights, powers and authority which are specifically limited by express terms of this Agreement.

Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, equipment and its operations and to direct the working forces and affairs of the Board.
- B. Continue its rights, policies and practices of assignment and direction of

it's personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

- of
- C. Determine, establish and change the curriculum, the means and methods of instruction and the methods and means to carry on the operations of the Board.
 - D. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the express provisions of this Agreement.
 - E. Require medical certification of fitness.
 - F. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 - G. Utilize independent contractors, other entities, volunteers and non-bargaining unit employees to perform work.
 - H. The executive management and administrative control of the school system, and its properties and facilities.
 - I. Adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 - J. Determine job content.
 - K. Provide comp time in lieu of overtime pay with the agreement of affected employee.

7.2 **Subcontracting** - The Group recognizes the right of Board to subcontract any work.

7.3 **Limits of Rights** -The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

- 7.4 **Accommodation of Disabilities** - Notwithstanding any provision of this Agreement, the Board shall be entitled to take any steps deemed necessary by the Board in order to accommodate any employee's disability and comply with state and federal laws prohibiting discrimination on the basis of disability, such as the American with Disabilities Act (ADA).

Article 8

GROUP 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 bargaining unit member's dues or service fees of the Fulton Independent Employee Group 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 for the duration of this Agreement unless terminated in writing between August 1, and the beginning of any school year. The Group and its members individually and severally agree to indemnify and save the Board harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Group dues or service fees from any employee's pay. The Group 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 Group.
- 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 officers of the Group.
- 8.3 The Group 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 Group. 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 Group Treasurer within fourteen (14) days after the pay period from which they are deducted and shall be forwarded to the Group 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 Group under this

- provision shall lie solely with the Group. The Group agrees to reimburse any employee for the amount of any dues or service fees deducted by the Board and paid to the Group which deduction is by error in excess of the proper deduction and agrees to hold the Board 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 Group member has sufficient net earnings to cover such payment.
- 8.8 The Group and its members individually and severally will indemnify and save harmless the Board 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 duties, any dues or service fees overpaid to the Group shall be deducted from subsequent checks to the Group by the Board.
- 8.9 All employees, shall, as a condition of employment, pay the regular dues of the Group or service fee for the duration of this Agreement.
- 8.10 Service Fee Payers: Bargaining unit members not joining the Group shall pay a service fee to the Group. The Group does not have any political-ideological expenditures. The Group agrees that the Group 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 Group, upon written notification by the Group, the Board shall deduct that amount from the bargaining unit member's wages and remit same to the Group. 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 Board shall, at the written request of the Group, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Group. 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 and is not subject to grievance nor arbitration under the terms of this Agreement.
- 8.13 All employees as a condition of continued employment shall either sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Group.

1. This authorization shall continue in effect from year to year unless revoked in writing between August 1st and August 31st of a given year.
 2. Any employee who is not a member of the Group in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay as a fee to the Group an amount equal to membership dues payable to the Group provided, however that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph 8.13, the Board shall immediately cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provision of the Article is just and reasonable for discharge from employment. All employees new to the district will be informed of this requirement when being offered employment in the district.
- 8.14 The Board agrees to advise the Group within five (5) working days, in writing, of all additions and deletions, or change in status of members of the bargaining unit.
- 8.15 Authorized deduction of membership dues shall be made from a paycheck each month for twenty (20) pays beginning with the second pay period of the new school year and ending in June of each year and the Board agrees to promptly and monthly remit to the Group treasurer all monies so deducted, accompanied by a list of employees from who the deductions has been made. Employees may also pay their dues in full to the Group treasurer within thirty (30) days of the onset of each school year.
- 8.16 The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Group and the Board:
1. Group dues
 2. Financial Institution (Direct Deposit)
 3. Tax Sheltered Annuities
 4. Other deductions mutually agreed to by the Board and the Group.

Article 9

EMPLOYEE EVALUATION

By the end of the first semester, each probationary teacher/employee shall be provided with an Individual Development Plan. This plan will be based on, and consistent with; criteria used to evaluate the probationary teacher/employee. The Individualized Development Plan shall be given to and discussed with the probationary teacher/employee at a conference called by the evaluator for that purpose.

Article 9 will be amended after a five member committee has convened to revise the Evaluation Tool to meet State requirements for compliance. The committee will consist of the superintendent, building principal and three (3) members of the FAAIEG staff appointed by the FAAIEG president. The final evaluation model is due December 20, 2011.

9.1 A written job description shall be given each bargaining unit member in order to facilitate the performance of his/her duties. It is acknowledged that job descriptions are general in nature and do not specify each and every duty and responsibility of the bargaining unit member. Further, the existence of a job description shall not be considered to limit the Board's right to change the job description or direct employees to perform duties and responsibilities.

9.2 Probationary teachers shall be observed for the purpose of evaluation at least two (2) times a 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/employee shall be given prior notice of their evaluation.

A. The first evaluation shall take place at least once during the first four 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 ten (10) school days after the final classroom observation of the probationary teacher/employee, the evaluator shall prepare the written evaluation. The completed written evaluation form shall be presented to and reviewed with the probationary teacher/employee in a personal conference called by evaluator for that purpose. Each rating given by the evaluator on the form shall be supported by the evaluator's observations. In the event a probationary teacher/employee is not recommended for continuing employment, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan and evaluation instrument.

9.3 Tenured teachers shall be observed for the purpose of evaluation once per year. The evaluation will be based on at least two (2) classroom observations, one 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 the time schedule, the post observation conference shall take place within five (5) school days. The evaluator will review their 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 shall be supported by the evaluator's observation. In the event that the tenured teacher feels his evaluation was incomplete or unjust, they may state their position in writing and have their writing attached to the evaluation report to be placed in their personnel record.

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

This plan of action shall:

1. Identify specifically the area(s) that need(s) improvement.
2. Provide the employee with specific, appropriate written recommendations for improvement, which area stated in behavioral terms, measurable and observable.
3. Develops a fair and workable timeline for such improvement. This timeline shall include follow-up visit(s) to evaluate the areas 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 recommendations of the evaluator.

9.4 Evaluation shall only be conducted by the Administrator, his/her designee, or

other qualified administrator. All observation or monitoring of the work performance of a tenured teacher shall be conducted openly and with full knowledge of the employee.

- A. Employees not covered by the Michigan Teachers Tenure Act will be evaluated at least annually.
- B. Failure by the Board to evaluate an employee in accordance with this article shall be construed to mean that the employee's performance for the school year in question is satisfactory.
- C. Final decision on the status of probationary teachers/employees will rest with the Board.

9.5 **Master Teacher Language** A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code. To provide professional support, instruction and guidance. Every effort will be made to provide a mentor teacher from the bargaining unit.

- A. A mentor teacher shall be assigned in accordance with the following:
 - 1. Participation as a mentor teacher shall be voluntary.
 - 2. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.
- B. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after 2 months. If a change is warranted, this may be mutually agreed upon by the mentor, mentee and administration.
- C. 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 nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
- D. 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 employee shall have the right, upon request, to review the contents of his

own personnel file. A representative of the Group may, at the employee's request, accompany the employee in this review. Each employee personnel record shall contain the following minimum items of information:

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

Article 10

EMPLOYEE DISCIPLINE

- 10.1 No bargaining unit member shall be disciplined without just cause, except as otherwise explicitly provided in this Agreement. Any such discipline shall be subject to the grievance procedure herein set forth. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing. The termination of a probationary employee does not constitute discipline within the meaning of this section.
- 10.2 Abuses of sick leave or other leaves, chronic tardiness or absences, deficiencies in performance, or other violations of Board policy by an employee reflect adversely upon the employee's profession and create undesirable conditions in the School District. It is recognized that an employee who engages in such activity is subject to discipline up to and including discharge. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing whenever such notice might be used later for discipline of employee of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. This provision shall not prevent the Administrators from informal conferences with the employee, but such conferences may not be used later for discipline unless the writing above indicated is delivered to the employee. Alleged breaches of discipline shall be promptly reported to the offending employee.
- 10.3 An employee shall have the right to request that a representative of the Group accompany them whenever they are required to attend a meeting at which they are 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 their personnel record. An employee shall be given at least two (2) hours notice of such a meeting and the fact that an employee 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 specific time. This paragraph shall not be interpreted to prevent administrators and employees from conferring informally.
- 10.4 Discharge or demotion in the employment status of a bargaining unit member shall be for just cause and preceded by:
- A. The faithful execution of the evaluation procedure and the honoring of all employee's rights included in the Agreement and applicable statutes.
 - B. The forwarding of a written explanation to the employee.
 - C. A hearing before the Board, if requested by the employee.
- 10.5 The following procedure will be followed when it is felt that an employee is consistently tardy or when it is felt that an employee consistently leaves early.
- A. A personal warning in writing will be given to the employee by the building Administrator with a copy sent to the Superintendent.
 - B. A second personal warning in writing shall be given to the employee by the building Administrator with a copy sent to the Superintendent and a copy of this warning inserted in the employee's personnel record.
 - C. After "A" and "B" above have been performed an employee who is tardy or leaves early during the school year, may be subject to dismissal.

Article 11

WORK DAYS, HOURS AND CLASS SIZE

- 11.1 The Board/Group agree to comply with the minimum state requirements regarding clock hours of instructional time for full receipt of foundation allowances and other appropriations. Student contact hours are subject to adjustment for that purpose. Additionally, the Board/Group agree to meet to discuss the implementation of any necessary action to be taken to comply with the aforementioned State requirements during the term of this Agreement.
- 11.2 Work day may be scheduled to start and end a different times for different buildings. The normal work day may be extended for the purpose of activities normally expected of the bargaining unit member, such as faculty meetings. Normal work day for full time employees is a seven (7) to eight (8) hours per day. Part time employee hours are assigned by the Director and should be considered their work day hours. Any position that is being filled by a substitute, the

substitute will work the hours of the person they are working for at a pay rate designated by the Board.

- 11.3 Professional development time will be scheduled in conjunction with the negotiated school calendar.
- 11.4 Inclement weather – With the present program existing at three different sites in three different communities it becomes a possibility that inclement weather may not effect all sites on any given day. With this understanding, each individual site will close if the school district in which the site is located closes due to the inclement weather.
- 11.5 However, if schools are closed due to reasons which do not allow scheduled days to be counted as days of student instruction and allow the school district to receive full state aid for those days, the Board shall have the right to require employees to report for work and work the rescheduled days without additional wages, compensation or benefits.
- 11.6 Overtime – Advance notice of overtime shall be given to the affected employee(s) whenever possible.

Article 12

WORKING CONDITIONS

- 12.1 All employees shall be issued the supplies, materials, tools and equipment the administration deems necessary to complete assigned duties.
- 12.2 If an employee feels they have not been provided adequate tools to complete their assigned duties, they should file a report in writing to the Administrator explaining the situation. The Administrator will respond to the report within five (5) school days.
- 12.3 Employees shall have reasonable use of telephones for local calls.

Article 13

CALENDAR

A yearly Adult/Alternative school calendar will be provided by the administration annually. School calendar and corresponding schedules will exceed the minimum required student hours and meet the recommended student/teacher days of instruction as

identified by the State of Michigan for the duration of this Agreement. Students will not report to school after 11:00 a.m. on days when Parent-Teacher Conferences are scheduled. At the discretion of the Board of Education the instructional day requirement may be altered.

Article 14

QUALIFICATIONS AND ASSIGNMENTS

- 14.1 Teachers will be assigned within their certification area, if at all possible. It is understood and agreed that to be qualified, a teacher shall meet all applicable standards for a “highly qualified” teacher under the No Child Left Behind Act (NCLB), including the NCLB Final Regulations, 34 CFR 200-55-200.56, and the Michigan Definition for identifying High Qualified teachers, as approved by the State Board of Education. It is the teacher’s responsibility to be aware of and meet the requirements to be considered highly qualified. If a teacher cannot be assigned to a position for which they are qualified, they will be placed on layoff notice, under the provisions of this Agreement. The layoff procedure as described by this Agreement will be followed. Any teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in this Agreement.
- 14.2 Other Group members will meet the qualifications, including those that apply from the NCLB Act, as outlined in their job descriptions.

Article 15

VACANCIES, PROMOTIONS AND TRANSFERS

- 15.1 A vacancy shall be defined as any bargaining unit position which is unfilled because it is newly created or because the person holding that position has permanently severed his/her employment with the Board or been permanently transferred to a non-bargaining unit position. It is understood that a vacancy shall not, however, exist until the school Board determines the position should be filled. Any bargaining unit member may apply for a posted vacancy.
- 15.2 Vacancies shall be posted on employee bulletin boards for at least five (5) working days before the appointment is made. The Group president shall receive a copy of the vacancy notice on the first day of posting. The posting will contain a description of the duties of the position, and state the requirements for the position. The school board may fill the position on an interim basis during the posting period.
- 15.3 A letter will be sent to each applicant informing him/her of the appointment

- decision. Upon employment, the name of each new employee and his/her job description shall be provided to the Group.
- 15.4 The responsibility for the filling of any vacancy rests solely with the Board.
 - 15.5 The qualifications for positions will be established by the Board. Qualified bargaining unit members seeking a position will be considered. The final discretion and authority to determine who shall be awarded a vacancy rests with the Board.
 - 15.6 Any new bargaining unit position which is created by the Board will be posted accordingly. The Board will send the Group a copy of the posting along with a description of the duties.
 - 15.7 Bargaining unit members desiring to transfer to another job description may put in writing their interest, their qualifications, and the reasons for the transfer. The Board agrees to consider any such request but is under no obligation to comply and is not required to either create a new position or assign the employee to existing vacancy in the position requested.
 - 15.8 Involuntary reassignment shall not take place without prior discussion with the affected bargaining unit member, in which any objections to the assignment by the member shall be considered. If the bargaining unit member object to the reassignment, the member shall have the right to a full review of the case by the Group and the Administrator.

Article 16

STUDENT DISCIPLINE AND BARGAINING UNIT MEMBER PROTECTION

- 16.1 It is recognized that it is the responsibility of the employee to maintain control and discipline in the classroom. It is the responsibility of the employee to inform his/her immediate supervisor in the event assistance is necessary or it appears that a particular pupil requires the assistance of special counselors, social workers, special education staff, law enforcement personnel, physicians or other professional persons. The Board recognizes it's responsibility to support and assist employees with respect to the maintenance of control and discipline in the classroom with the understanding that the Board shall have the ultimate discretion to determine what support and assistance should be provided.
- 16.2 It is recognized that discipline problems are more likely to occur in non-traditional classes with at-risk students; so, when acting in the scope of their duties, a Group member may use such force as is necessary:

- A. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 - B. For self-defense or the defense of another.
 - C. To prevent a pupil from inflicting harm on himself or herself.
 - D. To quell a disturbance that threatens physical injury to any person.
 - E. To obtain possession of a weapon or other dangerous object or within the control of a pupil.
 - F. To protect property.
- 16.3 A Group member may temporarily exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the Group member will furnish the Administrator with knowledge of the exclusion and as promptly as possible full particulars of the incident. The report shall be presented, in writing, within twenty-four (24) hours upon request of the Administrator.
- 16.4 It will be the Group member's responsibility to follow established building procedures and policy for the handling of student discipline.
- 16.5 Individual records will be maintained on student discipline and will be available to Group members as an aid in determining disciplinary recommendations concerning particular pupils.
- 16.6 Time lost for appearance before a judicial body or legal authority in connection with any incident covered by Section 16.1 through 16.6 above shall not result in loss of wages or reduction in accumulated leave.

Article 17

SENIORITY, LAYOFF AND RECALL

- 17.1 New employees hired in the unit shall be considered probationary employees for the first ninety (90) actual working days (excluding personal and/or sick days) of their employment with an additional thirty (30) actual working days if requested by the Board in writing prior to the end of the ninety (90) days. When an

- employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the original date of the hire. There shall be no seniority among probationary employees. Probationary employees may be terminated at any time at the discretion of the Board and the termination shall not be subject to the grievance procedure.
- 17.2 Classification Seniority – Classification seniority is defined as the length of continuous service with the Board in a particular classification. Employees shall have classification seniority in one classification only. Classifications are as follows:
- (1) Salaried Teachers
 - (2) Level 1 Support Staff (recruiters, records, etc.)
 - (3) ESL Coordinator
 - (4) Evening Coordinator
 - (5) Level 2 Support staff (custodial, receptionist, aide, etc.)
 - (6) Hourly Teachers
- 17.3 Board approved leaves of absence shall count toward continued service for the duration of the approved leave in determining seniority.
- 17.4 Seniority shall terminate upon:
- (1) Voluntary Quitting, or
 - (2) The discharge of a Group member if the discharge is not reversed through the procedures set forth in this Agreement.
- 17.5 If it is determined that a reduction of staff is necessary, Group members shall be laid off in accordance with the following procedures:
- A. This procedure is subject to the Michigan Teacher Tenure Act.
 - B. In case the elimination of a position or major cut in hours (to cause reduction of benefits) of a position, the employee affected by the reduction shall have the right to exercise his/her seniority to displace a less senior employee in the same classification to retain the same hours and pay. The least senior employee whenever possible will be displaced or reduced.
- 17.6 Notice of recall will be sent to employee's last known address by registered mail. It shall be the employee's responsibility to assure that the Board's records accurately reflect the employee's address. If the employee does not report to work within five (5) days from the date of mailing, this shall constitute the employee's voluntary resignation from employment. Teachers who have tenure under the Michigan Teachers Tenure Act shall lose all recall rights if they are not recalled within three (3) years following the date of layoff. Employees who do not have tenure under the Michigan Teachers Tenure Act shall lose recall rights if they are not recalled eighteen (18) months following the date of layoff. Recall of

- probationary employees shall be at the discretion of the Board and not subject to the grievance procedure.
- 17.7 Notice of layoff will be given as soon as the Board determines the layoff will definitely occur.
 - 17.8 A seniority list reflecting Classification seniority shall be maintained by the District and shall be transmitted to the Association president not later than January 1 of each year. Changes to the seniority list will be made as they occur.
 - 17.9 The Board agrees to send a seniority list to the Group president. Once the list is posted, all questions or inquiries must be made within the next 30 days.

Article 18

PAID LEAVES OF ABSENCE

- 18.1 Sick Leave
 - A. Definition of Immediate Family: Current spouse, children, parents, siblings, grandchildren, grandparents, mother in-law and father in-law of employee and other regular household members with prior superintendent approved documentation.
 - B. Sick Leave Days
 - 1. At the beginning of each school year, each Group member shall be credited with ten (10) days of sick leave which shall accumulate from year to year, not to exceed one hundred twenty (120) days.
 - 2. All Group members will continue to accrue sick leave as long as they are on the payroll even though they are absent because of sickness. Group members on leave of absence without pay will not receive any sick leave credit during such leave.
 - 3. Absence for attendance at a ceremony where a college degree is conferred upon the employee, son, daughter or spouse or household member, one (1) day.
 - 4. If an employee on paid sick leave also begins receiving worker's compensation benefits, the employee's compensation shall be reduced to the difference between the employee's normal earnings and the amount of the worker's compensation benefits. Payment shall continue for the number of accrued sick leave days the employee had at the time worker's compensation benefits commenced and then sick leave will be deemed to be exhausted.

Once accumulated sick leave expires, the employee may go on unpaid leave of absence.

C. Use of Sick Leave Credit

1. Group members use their sick leave credit in any month of the year in which they are scheduled to be on payroll, but 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 Group members due to illness or injury will be debited against the member's record on a half day basis.
3. Partial sick days may be combined with workmen's compensation benefits.
4. Each Group member, desiring consideration for sick leave benefits, may, as a condition for such leave benefits be required to file with the Administrator, or other supervisor, a physician's statement or sworn affidavit (whichever is elected by the Board) that the claim of absence for any reasons stated is bonafide.
5. Sick leave may be utilized by a Group member in the event of serious illness in the member's family if such illness necessitates the member's absence from work. Sick leave used under this provision shall be limited to an accumulative total not to exceed six (6) days in one contractual year. This limit of six (6) days maybe increased on an approval by an Administrator.
6. In case of death in the Group member's immediate family, the member will be given approved absence not 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 Administrator.
7. Employees must specify the reason for which they are requesting the use of sick leave time. In case of personal illness, requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their scheduled starting time. In case of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) work day, whichever is greatest, prior to commencement of the requested leave.
8. Both parties recognize that the practice of abuse of sick leave days is a practice to be avoided. Abuse of sick leave days is cause for discipline up to and including discharge.

9. The Board may require an employee to submit to a physical or psychological examination. When the Board requires such examination or designates a physician, the examination shall be at the expense of the Board.
10. If an employee is absent three (3) or more consecutive days, he/she may be required to supply a physician's statement verifying his/her ability to return to work.

If an employee is absent immediately prior to and/or following a holiday he may be required to supply a physician's statement verifying his illness.

11. Leaves of absence with pay not chargeable against sick leave:
 - a. Absence when called for jury duty.
 - b. Court appearance as a witness and any case connected with employment with the District.
 - c. The employee will be compensated the difference between normally earned daily wages and the jury or witness fee.
12. Employees missing for three (3) or more consecutive days must apply for Family Medical Leave Act (FMLA) through the district office as soon as they are aware of the need for time off.

- D. A record of accumulated leave days will be furnished each employee not later than October 15th of each school year.

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 group 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 shall be deducted from each Group member'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 Group member. A reason for the leave day does not need be stated, with no cost of the substitute teacher to be deducted from the Group member'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 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 employee may use professional days for education purposes at the discretion of the Administrator, subject to approval of the superintendent. The employee approved to use a professional business day shall notify their Administrator at least one week in advance of their absence.
- 18.4 Unpaid Leave for Urgent and Important Matters
- A. Leave of absence without pay for urgent and important matters not to exceed five (5) working days in any calendar year may be granted at the discretion of the Superintendent provided the request for such leave is made to the Superintendent at least two (2) weeks prior to the time when the commencement of the leave or absence is requested. Such request shall be made in writing by the bargaining unit member delivered to the designated office at the school.

In a personal or family crisis, with documentation of the crisis approved by the superintendent prior to the absence, the Superintendent will waive the two (2) week notice period provided the request is made as soon as the situation is known. Such leave may be for extended periods of time for

bereavement, attending Court where one is a party to the proceedings, and similar matters where other provisions or this Agreement do not cover the absence.

- B. Employees eligible for insurance benefits at the Board's expense shall not be entitled to these Board paid benefits during an unpaid leave of absence. However, an employee may elect to continue insurance benefits during an unpaid leave at employee expense.

18.5 Leave for Court-Required Service

- A. Members of the Group who serve on jury duty or who are subpoenaed as witnesses and are not parties (except if also a witness for the Board when the school is a party) to an action will be paid the difference between their regular pay and the amount for serving as a juror or serving as a witness. A Group 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 Group member should check with the director's office before serving as a juror or as a subpoenaed witness for instruction on the procedure for receiving the difference in pay.

18.6 Group Educational Leave

- A. Members of the Group may use up to five (5 total days for entire Group) working days per school year for the purpose of attending education classes for meeting conducted, sponsored, or selected by the Group. No more than two (2) Group members may be absent from the district at any one given time because of this leave. The Group agrees to notify the Administrator no less than forty-eight (48) hours in advance of the date for the intended use of the leave. The Group agrees to pay the wages for substitutes, unless the classes of an employee using this leave are covered by members of the Group with the approval of the Board.

18.7 Medical Condition Following Leave

- A. A Group member returning from 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 duties should require modifications, the Group will make accommodations according to the American with Disabilities Act (ADA) and Michigan Handicapper's statute.

18.8 Vacation

- A. General Conditions:

1. Vacation time for an employee will be calculated on the basis of his seniority as of July 1 of each year and credited to the employee on that date.
2. Only full year, 52 week, 40 hours per week employees are eligible to earn vacation time.
3. Vacation time is not cumulative. Earned vacation must be taken before June 30th of the year following earning of the vacation.
4. Arrangements for vacations must be made with and approved by the immediate supervisor and the Superintendent. Vacations must be requested at least four (4) weeks prior to the desired beginning date.
5. Vacation time will be paid at the employee's normal rate.

B. Vacation time will be credited as follows:

<u>Seniority</u>	<u>Vacation Time</u>
More than 1 year, less than 2 years	5 work days
More than 2 years, less than 6 years	10 work days
Six years	12 work days
Seven years	14 work days
More than 8 years, less than 12 years	15 work days
More than 12 years, less than 16 years	17 work days
Sixteen years and over	20 work days

- C. Absence on account of sickness, injury or disability in excess of that herein authorized for such purposes may be charged against vacation credit.
- D. By October 15 of each year, each employee shall be furnished with a record of accumulated vacation days.

18.9 Any member that does not use more than three (3) sick and/or personal leave days during the contract year will receive an additional \$100.00 in their first pay following that contract year.

Article 19

REPRESENTATION OF EMPLOYEES BY THE GROUP

19.1 Notice of representatives to the Board.

- A. As soon as selected, the Group will notify the Board of the names of its representatives.
- B. The Board shall not be found in violation of this Agreement pertaining to

meeting with or allowing access to the Board for any person for whom advance notice has not been given.

Article 20

GRIEVANCE PROCEDURE

- 20.1 A “grievance” is a claim by an employee or group of employees or the Association that there has been a violation of any express provision of this Agreement.
- 20.2 The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article:
- A. The termination or failure to re-employ any probationary employee.
 - B. Any dispute regarding evaluation content or procedure.
 - C. Any dispute within the jurisdiction of a state or federal agency or for which there is another remedial procedure or forum available under law.
 - D. Any complaint related to the provisions of any insurance contracts or policies.
 - E. Any dispute regarding any policy, rule, regulation or practice of the Board.
- 20.3 All written grievances not specifying the following information may be rejected as improper:
- A. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - B. It shall cite the section or subsection of this contract alleged to have been violated.
 - C. It shall contain the date of the alleged violation.
 - D. It shall specify the relief requested.
 - E. It shall be signed by the grievant.

Any rejection of a grievance on the basis that it does not specify the aforementioned information shall not cause the time limit contained in the grievance procedure to be extended.

20.4 Procedure

A. Level One

A grievant alleging a violation of this contract shall, within ten (10) working days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the grievance. If no resolution is obtained within five (5) working days of the discussion, the grievant may reduce the grievance to writing and proceed to Level Two. For the purpose of this Article, "working days" shall mean week days Monday through Friday except for holidays.

B. Level Two

1. If the Level One decision is not satisfactory, the grievance shall be presented to the Superintendent of the school district which serves as fiscal agent for the Group within five (5) working days of receipt of the Level One response.
2. The Superintendent shall hold a meeting with the grievant(s) and the grievant's Group Representative within five (5) working days of receipt of the grievance.
3. The Superintendent shall render a written decision to the grievant(s) and the Group within five (5) working days of the meeting.

C. Level Three

1. If the Level Two decision is not satisfactory, the grievance shall be presented to the Secretary of the Board of Education of the school district which serves as fiscal agent for the Group within five (5) working days of receipt of the Level Two response.
2. Within fifteen (15) working days of receipt of the grievance at Level Three the Board of Education shall convene a hearing with the grievant(s).
3. The Board of Education shall render a written decision to the grievant(s) and the Group within seven (7) working days of the hearing. The Board of Education's decision shall be final and binding and not subject to challenge or appeal through litigation or otherwise.

20.5 Should an employee fail to initiate a grievance within the time limits specified,

the grievance will not be processed. Should a grievant fail to appeal a decision within the time limits specified all further proceedings shall be barred, and therefore the last answer shall constitute final disposition of the grievance.

- 20.6 Either party may involve their representatives at any and all stages of the grievance proceedings. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
- 20.7 The Group shall have no right to file a grievance involving the right of an employee or group of employees without his or their express approval in writing thereon.
- 20.8 In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose if the Group agrees to handle the matter during working hours.
- 20.9 The number of days indicated at each level above should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party.
- 20.10 The grievance form shall be prepared jointly by the administration and the Group and given appropriate distribution so as to facilitate operation of the grievance procedure.

Article 21

CONTINUITY OF OPERATIONS

The Group and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Group and the Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption to the school program.

Article 22

COMPENSATION

- 22.1 Full time employees shall have the following days off with pay:

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day

Christmas Day
New Year's Eve Day
New Year's Day
Good Friday (providing school is not in session)
Memorial Day
July 4th Independence Day

Full time employees are to be defined as any support staff who must work more than seven (7) hours a day.

- 22.2 To be eligible for holiday pay, a support staff member must be a regular, full time employee on the day of the holiday. They must have completed their probationary period and must have worked their last regular scheduled work day before the holiday.
- 22.3 No holiday pay will be paid any support staff for a holiday which falls during the summer break period if such employee is not regularly employed in the summer. No holiday pay shall be paid to a support staff while they are on an unpaid leave of absence.
- 22.4 If a holiday falls on a support staff's regularly scheduled day off, the member shall receive such holiday on the closet regularly scheduled working day.
- 22.5 If a support staff is on vacation on any of the above named holidays, the day shall be counted as a holiday and not a vacation.
- 22.6 Members will be placed on a salary schedule based on the number of years they have been with the district, in that classification.
- 22.7 Employees completing ten (10) years of service to the District and reaching age fifty (50) or above shall be paid a severance payment of one (1) week salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
- Employees completing twenty (20) years of service to the District and reaching age fifty (50) or above shall be paid a severance payment of two (2) weeks salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
- 22.8 An employee will receive a longevity payment in the amount of Five Hundred Fifty dollars (\$550.00) per year after fifteen (15) years of service and Seven Hundred Fifty dollars (\$750.00) after twenty (20) years of service in the Fulton School system. Payment will be made the last pay period in the month that the employee's anniversary date occurs, with the exception of a retirement severance package, which will include a longevity pay pro-rated to the retirement date.
- 22.9 Bargaining unit members required in the course of their work to drive, will be

required to use a school owned vehicle. If such a vehicle is not available, driving of personal vehicles will be allowed and members will be reimbursed at the per mile rate established by the I.R.S. Personal business and appointments may not be conducted while using school or personal vehicle during a member's assigned work time. Time for personal business should be approved through the appropriate process as described in this Agreement.

Article 23

**SALARY SCHEDULE
2011-2012, 2012-2013, 2013-2014**

Certified Teachers (185 days)

<u>Step</u>		<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>
		1.0	1.02	1.040
1	1.000	32,277	32,923	33,568
2	1.050	33,891	34,569	35,246
3	1.100	35,505	36,215	36,925
4	1.150	37,119	37,861	38,603
5	1.200	38,732	39,507	40,282
6	1.250	40,346	41,153	41,960
7	1.300	41,960	42,799	43,639
8	1.350	43,574	44,445	45,317
9	1.400	45,188	46,092	46,995
10	1.450	46,802	47,738	48,674
11	1.500	48,415	49,384	50,352

ESL Coordinator*

<u>Step</u>	<u>Salary</u>
1	31,654
2	32,602
3	33,582
4	34,587
5	35,627

Evening Coordinator*

<u>Step</u>	<u>Salary</u>
1	33,761
2	35,109
3	36,164
4	37,246
5	38,366

*(Minimum seven (7) hours daily and ten (10) additional work days beyond full time teachers.)

**Level 2 Support Staff
(custodial, receptionist, aide, etc.)**

<u>Step</u>	<u>Hourly Rate</u>
1	9.66
2	9.81
3	9.98
4	10.17

**Level 1 Support Staff
(recruiters, records, etc.)**

<u>Step</u>	<u>Hourly Rate</u>
1	13.56
2	13.79
3	14.05
4	14.30

23.1 All probationary teachers are on hourly wage until the second (2) year, then they are put into salary positions. Part time teachers remain as hourly employees.

Hourly Wage

<u>Step</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly Rate</u>
1	18.56	5	20.37
2	18.91	6	20.76
3	19.63	7	21.15
4	19.99	8	21.54

23.2 For the 2011-2012, 2012-2013 and 2013-2014 coaches will receive \$900 for each varsity sport (basketball, volleyball, softball and flag football) with recommendation from the Community Education Director. (Minimum of four (4) competitions per sport outside the normal work-day.)

23.3 Retirement Plan

- A. All employees are members of the Michigan Public School Employees Retirement System (MPSERS) which is correlated with the Federal Social Security Program. Information concerning MPSERS may be obtained from the Administration Office.
- B. Mandatory Retirement - Retirement will follow state and federal statutes.

Article 24

HEALTH, DENTAL, VISION, LIFE AND DISABILITY INCOME INSURANCE

24.1 Employees working more than 35 hours per week, shall receive the benefit package as listed below.

MESSA PAK Plan A, which includes:

Health - MESSA Choices II with \$10/\$20 prescription co-pay	Life -\$20,000 w/AD&D
Long Term Disability -66 2/3% \$2500 maximum	Vision-VSP-2
-90 calendar days - Modified Fill	Dental -80/80/80 - \$2100 Ortho Max
-Pre-Existing Conditions Waiver	
-Freeze on Offsets	

Contract extensions and Public Act 54 of 2011 governed the premiums for the months of July and August 2011. The Board agrees to pay the full amount of the premium for the months of September, October, November and December of 2011.

- A. Employees receiving MESSA PAK A insurance coverage will be responsible for twenty (20%) percent of the medical portion of the premium with deductions beginning January 2012. 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 24.1 above and other variable inservice plans available through the business office.
- 24.2 In addition to the above benefits, the Board and the Group shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The Section 125 plan shall provide Group members who do not need or receive health insurance from the Board with a cash option in lieu of health insurance benefits. The cash option shall be \$100 per month of employment. The cash option received by the Group member 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 Group member shall enter into a salary reduction agreement.
- 24.3 Election for coverage by Group 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 Group member is employed by the Board. Group members not completing a full school year will receive the benefits for the months employed.
- 24.4 The Board reserves the right to change insurance carriers. Example: The insurance carrier may be changed if insurance is provided through another carrier to employees which serve as the group's fiscal agent.

Article 25

NEGOTIATIONS PROCEDURES

- 25.1 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 representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 25.2 There shall be three signed copies of any final Agreement. One copy shall be retained by the Board, one by the Group, and one by the Administrator.
- 25.3 Both parties agree to enter into negotiations on a new Agreement on wages, hours

and working conditions at least ninety (90) days prior to the expiration date of this Agreement.

- 25.4 This Agreement may be extended only by mutual written consent of both parties. It is further agreed that this Agreement shall continue in full force and effect for three years.

Article 26

DURATION OF AGREEMENT

- 26.1 This Agreement shall be effect as of the 1st day of July 2011 and shall continue in effect until the 30th day of June, 2014. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 26.2 The Board shall reproduce this Agreement within thirty (30) days after it is signed by representatives of both parties in sufficient quantity that each Group member may have one copy while this Agreement is in effect. The Board shall make available to the Group twenty (20) copies of the Agreement at no cost to the Group and shall provide all new employees who can be members of the bargaining unit after completion of probation with a copy of the collective bargaining agreement upon.

