

MASTER AGREEMENT

BETWEEN

FULTON BOARD OF EDUCATION

AND

FULTON ADULT/ALTERNATIVE

EDUCATION UNION

JULY 1, 2020 – JUNE 30, 2021

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Article 1

**AGREEMENT**

This Agreement, entered into on this the 1<sup>th</sup> day of July 2020 between the Fulton Board of Education herein called ‘The Board’ and the Fulton Adult/Alternative Education Union, 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 decrised 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 its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- 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. Scheduling of compensatory time off will be at the employee's discretion, and must be used within 90 days of earning the time. Compensatory time must be documented with the employee's supervisor within one week of being earned.
- 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).
- 7.5 If an emergency manager is appointed by the State under PA 4 of 2011, fiscal Accountability Act, the emergency manager may reject, or terminate the collective bargaining agreement in his/her sole discretion.

Article 8

**PAYROLL DEDUCTIONS**

- 8.1 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.
- 8.2 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. Financial Institution (Direct Deposit)
  2. Tax Sheltered Annuities
  3. Other deductions mutually agreed to by the Board and the Group.

Article 9

**EVALUATION**

The Association President will annually be provided an opportunity to discuss revision recommendations of the Teacher and Staff Evaluation Tools with the Superintendent during the time period of February 1 through March 1. The decision to apply any revisions to the Teacher or Staff Evaluation Tool is the sole responsibility of the district.

- 9.1 All association members will be evaluated annually by year-end with timely and constructive feedback with a district chosen Teacher or Staff Evaluation Tool. The tools will remain in place for a minimal time length of one school year to allow counselors, tenured teachers and probationary teachers to be evaluated with an identical tool formulated for their particular status.

Probationary teachers/probationary staff will be observed a minimum of 2 times per semester for a minimum time length of 30 minutes. Additional walk through observations, without a minimal time length, are also permissible during the semesters.

Tenured teachers/tenured staff will be observed a minimum of 1 time per year for a minimum time length of 30 minutes. Additional walk through observations, without a minimal time length, are also permissible during the school year. A minimum of two observations are required for all teachers not receiving a rating of “highly effective” or “effective” on their two most recent evaluations. If a teacher is rated as highly effective on three (3) consecutive year-end evaluations,

the school may choose to conduct a year end evaluation biennially instead of annually.

An Individual Development Plan (IDP) and a Mid-Year Progress Report is required for all first year probationary teachers and all teachers who received a “minimally effective” or “ineffective” rating on their most recent evaluation. The IDP will be developed in consultation with the classroom teacher.

- 9.2 To begin an evaluation cycle, the evaluator shall hold a pre-observation conference with the classroom teacher. The purpose of the conference is to review the evaluator’s expectations and to provide a tentative time schedule for the evaluation cycle and IDP if required.
- 9.3 Only a qualified building principal, or other qualified administrator shall conduct an evaluation. All formal observations shall be conducted openly and with full knowledge of the employee.
- 9.4 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.



- 9.5 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 in non-instructional positions and that other evaluation procedures may be developed for such employees.
- 9.6 The time limits in this article shall be adjusted to address absence of the employee.

#### Article 10

### **EMPLOYEE DISCIPLINE**

- 10.1 No bargaining unit member shall be disciplined for reasons deemed arbitrary and/or capricious.

#### 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 The responsibility for the filling of any vacancy rests solely with the Board.
- 15.4 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.
- 15.5 Any new bargaining unit position which is created by the Board will be posted accordingly. The Board will send an electronic copy of the posting along with a description of the duties to the union president via email.
- 15.6 The building administrator will utilize a minimum of one union member on the interview selection committee for a new job opening if a union representative is available and willing to participate. Before holding the interviews, the administrator will contact a maximum of three union members to determine if any have an interest, or less if a member is interested. If the three members do not have an interest, the interview can be held without a union member involved.

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 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.
- 16.3 It will be the Group member's responsibility to follow established building procedures and policy for the handling of student discipline.
- 16.4 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.
- 16.5 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 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:
1. Certification Endorsement (Highly Qualified Status)
  2. Evaluation scores based on last (3) three consecutive school years if available
  3. Staff Seniority
  4. School Activity Contribution Log
- 17.6 If it is determined that a reduction of staff is necessary, Group members shall be laid off in accordance with the following procedures:
- A. Teacher Certification Endorsement
    1. Must meet both State and Federal Government standards of NCLB “Highly Qualified” status
  - B. Individual performance shall be the majority factor in making the decision, and shall consist of the following:
    1. Evidence of student growth, which shall be the predominant factor in assessing an employee’s individual performance.

2. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teachers knowledge of his or her subject area and the ability to impart knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
  3. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.
  4. The teacher's attendance and disciplinary record, if any.
- C. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.
- D. Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.
- E. If the building administrator and Superintendent determine all of the above attributes, qualifications, and trainings in sections A., B., and C., are equal to each other, the district will utilize staff seniority to determine recall or layoff order of its association members.
- F. If seniority is deemed equal for two or more employees, the Building Administrator and Superintendent will utilize the "School Activity Contribution Log" to determine recall or layoff rights.
- 17.7 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. Teachers on layoff shall be recalled in order of greatest seniority provided the more senior teacher(s) are certified and have been determined through the District Adopted Evaluation tool/process as the most qualified for the vacancy or vacancies to be filled Pursuant to the Tenure Act. 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.

- 17.8.1 Notice of layoff will be given as soon as the Board determines the layoff will definitely occur.
- 17.9 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.
- 17.10 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 15<sup>th</sup> 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 30<sup>th</sup> 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:

<b><u>Seniority</u></b>	<b><u>Vacation Time</u></b>
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.

18.10 The Board shall establish a Sick Leave Bank to provide additional sick leave to employees requiring leave exceeding their total accumulated days of leave. All employees of Fulton Schools who receive sick leave as a benefit shall be eligible to participate in the Sick Leave Bank Program, subject to the following provisions:

- A. In order to participate in the Sick Leave Bank Program, an employee must have contributed at least one (1) day to the program by the third full week in October (after 2017, the first full week of September). Any days contributed to the sick bank cannot be refunded to an employee's individual personal sick leave balance. Donation to the Sick Leave Bank does not guarantee approval to receive days from the Sick Leave Bank.
- B. An employee may be granted days from the Sick Leave Bank provided they, or immediate family member (as defined in 17.1 A), have a specific FMLA qualifiable need for more sick leave days than the individual employee has accumulated.
- C. In order to participate in the Sick Leave Bank, an employee must have exhausted all leave days (personal and sick).
- D. In most circumstances, an employee must submit an application to withdraw from the Sick Leave Bank five (5) days prior to exhausting all sick and personal leave.
- E. The Sick Leave Bank shall be created through the voluntary and confidential contributions of District employees. Employees may contribute to the program during the third full week of October (after 2017, the first full week of September) and the first full week of June. Days contributed shall be deducted from the sick leave balance of the contributing employee.
- F. An employee may request to use no more than fifteen (15) days from the Sick Leave Bank at one time provided there are sufficient days in the bank. Additional requests may be made to the governing committee as need indicates.
- G. An employee wishing to make use of the Sick Leave Bank must make written application to the Superintendent using the approved form. The Sick Leave Bank will be governed by a committee consisting of the Superintendent or designee, business manager or designee, and the president or designee from each of the District's three (3) bargaining units. The committee shall render a decision within three school days of receiving an application.
  - 1. Sick bank days shall be approved by a majority vote of the above committee upon written request by the employee if the committee determines that the need is FMLA qualifiable. All applications will remain strictly confidential.

2. If an initial request is denied the employee may request an appeal where they will have the opportunity to provide additional information supporting the need that was not initially provided.
  3. Decisions rendered by the committee shall not be subject to the grievance procedure.
- I. The Sick Leave Bank Committee may require that an employee apply for long-term disability denefits as a condition for continued use of the sick bank. As soon as an individual qualifies for long-term disability insurance benefits, sick bank coverage shall cease.
  - J. The provisions and benefits of the Sick Leave Bank terminate at the end of each school year. New requests must be submitted at the beginning of the next school year. If approved, the Sick Leave Bank benefit will begin after the employee has exhausted all newly allotted leave days (personal and sick).

#### 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 4<sup>th</sup> 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 Merit Pay, in the amount of \$1.00, will be awarded to staff members who receive a Highly Effective endorsement on their annual evaluation. Merit Pay compensation will occur annually, and will be included in the employee's last pay in June of the school year.
- 22.8 Employees completing ten (10) years of service to the District 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 shall be paid a severance payment of two (2) weeks salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
- 22.9 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.
- 22.10 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**

**2020-2021**

**(No Increase, No Steps)**

**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	34,089	34,770	35,452
2	1.050	35,793	36,509	37,225
3	1.100	37,497	38,247	38,997
4	1.150	39,202	39,986	40,770

5	1.200	40,906	41,724	42,542
6	1.250	42,611	43,463	44,315
7	1.300	44,315	45,201	46,088
8	1.350	46,019	46,940	47,860
9	1.400	47,724	48,678	49,633
10	1.450	49,428	50,417	51,405
11	1.500	51,133	52,155	53,178
12	1.550	52,837	53,894	54,951

23.1 For the 2020-2021 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.)

23.2 Retirement Plan

- A. All employees are members of the Michigan Public School Employees Retirement System (MPERS) which is correlated with the Federal Social Security Program. Information concerning MPERS 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 ABC Plan 1, which includes:

**Health** - MESSA Choices

Deductible: \$1300 single/\$2600 2-person and family in network (\$2600/\$5200 out of network)

Co-pay on visits: \$0 after deductible is met

Prescriptions: After deductible is met, MESSA ABC Rx

For employees needing health insurance prior to January 1, 2017:

MESSA PAK Plan A, which includes:

**Health** – MESSA Choices

\$200/\$400 in network deductible (\$400/\$800 out of network)

Copay on visits \$20/\$25/\$50

Saver RX \$2/\$10/\$20/\$40

**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

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.

Deductible Cost

The board agrees to frontload the employee desired amount of deductible cost into an HSA savings account. The board frontloaded amount shall not exceed the total of the yearly deductible for each employee. The employee shall be obligated to fully reimburse the district through payroll deduction. It is also understood the employee may elect to contribute additional tax free dollars into their HSA savings account via payroll deduction up the amount allowable by the Internal Revenue Service.

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.
- 24.5 Employees, regularly working 30 hours to 39 hours per week who accumulate a total of 1560 hours per year, will be provided a single subscriber health insurance policy from the district carrier as deemed in compliance with the Affordable Health Care Act. The employee will have the opportunity to purchase a two person or full family coverage at their own expense. Fulltime employees will continue to be provided health insurance by the district, if they choose to not receive a health care waiver annuity as described in section 24.2 of this article.

#### 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 effective as of the 1<sup>st</sup> day of July 2020 and shall continue in effect until the 30<sup>th</sup> day of June, 2021. 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.

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

**FULTON ADULT/ALTERNATIVE EDUCATION UNION**

BY Joe Smith BY \_\_\_\_\_  
President Vice President

BY \_\_\_\_\_ BY \_\_\_\_\_  
Secretary Treasurer

**FULTON BOARD OF EDUCATION**

BY [Signature] BY Amy Case  
President Vice President

BY [Signature] BY [Signature]  
Secretary Treasurer

BY \_\_\_\_\_ BY \_\_\_\_\_  
Trustee Trustee

BY \_\_\_\_\_  
Trustee