

MASTER AGREEMENT

BETWEEN

FULTON BOARD OF EDUCATION

AND

FULTON EDUCATION ASSOCIATION

September 2025 through August 2028

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ARTICLE 1
AGREEMENT

This Agreement entered into this 31st day of August 2025 is between the Board of Education of the Fulton Schools, Middleton, Michigan hereinafter called the “Board” and the Fulton Education Association, hereinafter called the “Association”.

ARTICLE 2
PURPOSE

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

ARTICLE 3
EXTENT OF AGREEMENT

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

ARTICLE 4
RECOGNITION

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

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

- 4.2 Wherever the word “teacher” appears in this Agreement, that term shall include all persons described in #4.1 of this Article. Wherever the word “Board” appears in this Agreement, that term shall include the Fulton Schools, the Board of Education of the Fulton Schools, and administrative employees or agents of the Fulton Schools.

- 4.3 The Board shall not aid, promote, or finance any collective bargaining agent which purports to engage in collective bargaining or make any agreement with such agents for the purpose of undermining the Association.
- 4.4 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 5

ASSOCIATION RIGHTS

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

ARTICLE 6

EMPLOYEE RIGHTS

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

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

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

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

- A. All teacher evaluation reports.
- B. Copies of annual Contracts.
- C. Tenure recommendation.

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

- 6.4 A teacher shall have the right to request a representative of the Association to accompany them whenever they are required to meet with an administrator for disciplinary matters. The teacher shall have a 90-minute window to have an association member present at the requested conference. If representation cannot be arranged during the school day, the meeting shall take place outside the school day so that representation can be provided. This article shall not be interpreted to prevent administrators and teachers from conferring informally.

ARTICLE 7

BOARD RIGHTS

- 7.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and retains all powers necessary or convenient for managing and directing the School district, including without limiting the generality of the foregoing, determination, supervision and direction of

- A. The executive management and the administration of the School System and its

properties and facilities, and the in-school activities of its employees. Nothing in this Agreement shall in any way prevent or limit the Board from participating in cooperative educational programs with any entities.

- B. Hiring all employees and subject to the provisions of law, determination of their qualifications and the conditions for their continued employment, or their dismissal , and to promote the transfer of all such employees; as well as assignment of staff as limited and bound by said contract.
- C. Establishing grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, or as deemed necessary or advisable by the Board.

7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 8

EMPLOYEE EVALUATION

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

8.1 All association members will be evaluated annually by year-end with timely and constructive feedback with a district chosen Teacher or Counselor 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 counselors will be observed a minimum of 2 times per year for a minimum time length of 30 minutes. An additional walk through observation, is also permissible during the school year.

Tenured teachers/tenured counselors will be observed a minimum of 2 times 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. . If a tenured teacher is rated as effective on three (3) consecutive year-end evaluations, the school may choose to conduct a year end evaluation biennially or triennially instead of annually. In such event, if a tenured teacher is not rated effective in a subsequent evaluation, is placed on an

Individual Development Plan (IDP), or has a change in placement, the school reserves the right to resume annual evaluations.

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

The decision to apply any revisions to the Teacher or Counselor Evaluation Tool is the sole responsibility of the district.

- 8.2 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. For an unscheduled observation, a pre-observation meeting will not be required.
- 8.3 Only a qualified school administrator shall conduct an evaluation of certified staff.
- 8.4 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 three (3) years 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. Monthly meetings need to be conducted. Notes need to be shared with building Administrator for first (1st) year teachers.
- E. Compensation for mentors will be as follows:

First (1 st) year of mentorship:	\$500
Second (2 nd) year of mentorship:	\$300
Third (3 rd) year of mentorship:	\$100
- F. The relationship 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.

- G. 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.
- 8.5 It is recognized that the evaluation procedures for probationary teachers and tenured teachers set forth in Sections 8.1 through 8.4 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.
- 8.6 The time limits in this article shall be adjusted to address absence of the employee.

ARTICLE 9

EMPLOYEE DISCIPLINE

- 9.1 No tenured teacher shall be disciplined for reasons deemed arbitrary and/or capricious. If a disciplinary action occurs, it shall be made available to the teacher and Association in writing.

ARTICLE 10

WORK DAYS AND WORK HOURS

- 10.1 Teacher are required to work 182 days. Beginning the 2026-2027 school year, teachers are required to work 183 days.
- 10.2 The scheduled working day for all teachers shall not exceed seven (7) hours, thirty (30) minutes, except on **Monday** when the working day is extended to allow time for meetings.

The scheduled work day shall be defined as follows:

Teacher Day:

7:45 – 4:15 Monday (teachers are to attend District Provided Professional Development or staff meetings from 3:15 – 4:15)

7:45-3:00 Tuesday, Wednesday, Thursday, Friday

7:45-11:00 for staff half days

In the event of a delay, report times for staff shall be delayed an equal amount of time as the delay.

Prior to the last week of February if needed, a committee of three (3) teachers and three (3) administrators will provide a suggested format of operation so that each school (elementary school, middle school, high school) will exceed the minimum student hours and meet the recommended days of instruction during the school year, subject to approval

by the Board and the Association. If unable to reach consensus by the end of the first week in April of each year, the Board of Education shall set the teachers daily schedule for the remainder of the school year during the April Board Meeting. The committee must consider state requirements for hours, minutes, and days. Days, hours, minutes may be added and adjustments to 10.1 and 11.1 may be made to meet these requirements in any recommendation.

- 10.3 Teachers shall attend Monday meetings by buildings or on a system-wide basis, unless excused by the Principal. Unexcused absences shall result in the deduction of ½ day of personal leave for each occurrence.
- 10.4 The High School and Middle School Teachers' daily schedule shall consist of four (4) teaching periods and one conference period for a total of twenty-five (25) periods per week. Teachers with assignments in more than one building (High School, Middle School, Elementary School) will have a daily minimum total conference period equal in length to the Middle School Teachers period unless the shared teacher and administration mutually agree to an alternate arrangement of conference time. Time teachers are required to be at school outside the scheduled student day (excluding staff meetings) shall be considered conference or planning time. The conference or planning time will be devoted to school work as deemed appropriate by the administration. The administration shall confer with the Association to minimize assignment of individual teachers to other duties during this time. Conference/planning time applies only to classroom teachers.

The board shall not alter the schedule unless the administration first hears input from the Association regarding a new schedule.

New staff to the district shall be available for an onboarding day to become acclimated with the district.

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

Elementary Bldg.

Open House
Christmas Program
PTO Carnival

The “*one other Event*” will be a list of additional Middle and High School event established with the building administrator and union representation.

Middle School Bldg.

Open House
One other Event
Commencement

High School Bldg.

Awards Ceremony
One other Event
Commencement

Shared teachers shall be required to attend a maximum of three events during the school year to be determined by mutual agreement with the administration.

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

- 10.8 Counselor calendar shall be allowed up to five (5) days prior to the school year beginning as well as five (5) days following the school year end paid at a per diem rate. At administrator’s discretion.

ARTICLE 11
WORKING CONDITIONS

- 11.1 Elementary teachers will not teach more than thirty (30) hours per week, unless recommended to do so by procedures set forth in Article 10.1.
- 11.2 The Board, or its designee, at the request of the Association, will confer for the purpose of improving the selection and use of educational tools such as appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, technology, and similar materials used as tools by the teaching profession.
- 11.3 Elementary teachers without a scheduled preparation period will not be required to supervise recess. In addition to the common time before and after school, they will be provided two (2) fifteen (15) minute preparation periods each day, (relief time from teaching specialists may count as a preparation period), unless an emergency situation would require their assistance. This time shall be used as teacher conference and preparation time.
- 11.4 The Board makes available in each school a lunchroom and restroom. Lavatory facilities for teacher use are separated from those used by students.
- 11.5 The Board shall provide in each building’s faculty area a refrigerated storage facility.
- 11.6 Teachers shall have reasonable use of telephones for local calls.

ARTICLE 12
QUALIFICATIONS AND ASSIGNMENTS

- 12.1 It is understood and agreed that to be qualified a teacher, he/she shall meet all applicable standards set forth by the Michigan Department of Education.
- 12.2 Teachers will be given written notice of their assignments as the principal tentatively has them planned for the forthcoming year on or before June 1. If a change in the schedule is planned after June 1, the teacher will be notified in writing of the planned change. The teacher, upon request to the Board, may have a conference with the principal on the planned change. Changes in the assignment after August 15 will not be made except for urgent or unexpected reasons.
- 12.3 If the board decides to implement qualification standards in addition to state or federal requirements, teachers shall actively take steps to meet any new accrediting agency standards which the Board pursues. Teachers will be notified in writing of applicable accrediting standards and be given time, which shall be mutually agreed upon by the Board and Association, to meet the new standards.

ARTICLE 13
VACANCIES, PROMOTIONS AND TRANSFERS

- 13.1 A vacancy is defined as a newly created position or a position unfilled because a former staff member has severed his/her employment. Vacancies in any position to be filled in the District shall be publicized by the Board in the following ways:
 - A. The superintendent or designee shall notify teachers of all vacancies via school email throughout the year. Teachers shall have at least five (5) working days during the school year and seven (7) calendar days during normal summer months between school years in which to respond to the notice vacancy with a letter of application.
- 13.2 Teachers in the bargaining unit who indicate an interest to the Board in vacancies arising during the school year in which they are posted will be considered for the positions. If the teacher is selected for the position, arrangements may be made for the temporary filling of the position until the end of the school year where the Board feels that immediate transfer of the teacher may interfere with the course of instruction of the students. An individual temporarily employed to fill a vacancy occurring during the school year for all or a portion of the remainder of the school year shall not acquire seniority or any contractual rights to continued employment and shall not be considered a member of the bargaining unit.
- 13.3 If a vacancy may be filled by the recall of a certified and qualified staff member on layoff status, the vacancy shall be filled pursuant to Article 14.

ARTICLE 14
SENIORITY, PLACEMENT, LAYOFF AND RECALL

- 14.1 For the purpose of this Agreement seniority is defined to mean the amount of time an individual is continuously employed in the bargaining unit. Periods of leave of absences (more than 90 school days) including layoff, teachers will not lose their seniority position, but also, will not accrue seniority or continuous years of service.
- 14.2 Seniority: If multiple teachers have the same start date (first (1st) day required to report to work), then the seniority date will be determined in Central Office by a drawing of cards. Cards Ace through King from one suit will be used with Ace equaling one (1) and King equaling thirteen (13). Ace will give you top seniority and so on.
- 14.3 It is hereby specifically recognized that it is within the sole discretion of the Board to make placement decisions and to reduce its educational program, curriculum, and staff. The procedures set forth in this article shall be used in making placement decisions and laying off and recalling personnel. In order to promote the orderly reduction placement of staff and reduction in personnel when the educational program, curriculum, non-tenured or non-certified staff is curtailed, the factors in Article 14.3 will be considered.
- 14.4 The administration will review the following information to determine assignment, recall or layoff of its employees:
- A. Teacher Certification Endorsement
1. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, is determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- 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 teacher's 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., C., and D are equal to each other, the district will utilize staff seniority to determine placement, and recall or layoff order of its association members.
- 14.5 Recall Procedure - 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, rights to recall employment shall end in the event the said employee is not recalled within eighteen (18) months from the effective date of layoff.
 - 14.6 The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to accept an offer of recall within ten (10) calendar days from the date of receiving notice of the recall, unless an extension is granted in writing by the Board, this shall be deemed to constitute a voluntary quit and the termination of his/her individual employment contract and any other employment relationship with the Board.
 - 14.7 Individual Contract - The individual contract, executed between each teacher and the Board is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
 - 14.8 An updated seniority list shall be presented to the Association prior to December 31 of each year.

ARTICLE 15
STUDENT DISCIPLINE AND EMPLOYEE PROTECTION

- 15.1 Defining teacher responsibility for class: Teacher should be in classroom in direct supervision at all times whenever students are assigned.
- 15.2 Teacher/Building Principal shall provide each other with the names of students that he/she believes present a danger to the teacher or other students or whose presence prevents educational advancement of the remainder of the class because of disruptions.
- 15.3 Teachers may temporarily (suspend) pupils from class for gross offenses, persistent misbehavior or gross disruption which has a substantial adverse effect on the classroom educational process or which is reasonably thought by the teacher to be dangerous to other students or to the teacher. In such cases the teacher will furnish full particulars of the incident to the principal as promptly as his/her teaching obligations will allow and contact parents of such incident. The principal may require that the particulars be placed in writing by the teacher. The pupil shall not be returned to class until after consultation by the principal or designee with the teacher. This section is subject to section 1309 of the Revised School Code and the policy adopted by the Board pursuant to legislation.
- 15.4 Any assault or battery by a student or fellow employee to a teacher will be promptly reported by the teacher to the teacher's building principal. It has been mutually agreed upon by both aforementioned parties, that when a bargaining unit member reports an act of violence or assault to their respective building administrator, a meeting with the school superintendent, special education director, building principal, classroom teacher, case manager, all ancillary staff(if assigned) all paraprofessional staff (if assigned), and all other relevant staff, as well as union representation, will be called within five(5) school days, to develop a strategy and plan to secure the safety of the employees, staff and students.
- 15.5 Liability insurance carried by the Board will provide coverage for teacher liability to pupils for pupils' bodily injury to the extent of \$500,000 for each pupil with a maximum of \$1,000,000 for each occurrence. The policy will provide for legal assistance in connection with claims for bodily injury by pupils against teachers. The assistance and coverage to which the teacher is entitled shall be limited to the terms of the policy.
- 15.6 Teachers who sustain damage to their personal effects (such as clothing, watch, glasses, cell phones) while engaging within the scope of their employment and in accordance with Board policy as a teacher in disciplinary action of a student or group of students, shall either have the same replaced or be reimbursed for the value of same.
- 15.7 Written complaints by a parent of a student or by a student toward a teacher shall promptly be called to the teacher's attention. Unless this complaint warrants an official reprimand, it will not be placed in the teacher's personnel file.
- 15.8 Teachers are covered by Workers' Compensation Insurance.

- 15.9 Teachers shall be responsible to be informed and aware of their responsibilities in fulfilling district harassment policy. Lack of information of policy does not hold the teacher harmless for their actions.

ARTICLE 16
PAID LEAVES OF ABSENCE

16.1 Sick Leave

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

rate of one day per month left in the school year (Sept. to June). The amount owed by the teacher may be deducted from any salary payments owed to the teacher.

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

16.2 Personal Leave

- A. An additional one (1) day leave of absence with forty-eight (48) hour prior written notice forwarded to the Principal for personal affairs as 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, shall be allowed each bargaining unit member. In cases of emergency, the forty-eight (48) hour notice need not apply, but notice of some type must be given the Principal or Superintendent. A cost equal to the cost of a substitute teacher shall be deducted from each teacher's salary who elects to use such days.
- B. Up to three (3) days leave of absence with forty-eight (48) hour prior written notice forwarded to the Principal for personal affairs shall be allowed each bargaining unit member. A reason for the leave day does not need be stated, with no cost of the substitute teacher to be deducted from the teacher's salary. This day is limited to two (2) persons per building per day.
- C. 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.
- D. Up to three (3) days annually of personal leave time may be utilized (one day at a time) to attend a funeral of a non-immediate family member. Said leave will be assigned against sick leave days.
- E. Unused personal leave days shall be added to the bargaining unit member's accumulated sick leave.

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

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

- 16.4 Leave for Court-Required Service - Members of the bargaining unit who serve jury duty or who are subpoenaed as witnesses and are not parties (except if also a witness for the Board when the Board is a party) to an action will be paid the difference between their regular pay and the amount received for serving as a juror or serving as a witness. A bargaining unit member is expected to report for regular school duty when his attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A bargaining unit member should check with the Superintendent's Office before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.
- 16.5 Association Educational Leave - Members of the Association may use up to eight (8) working days per school year for the purpose of attending educational classes or meetings conducted, sponsored, or selected by the Association. No more than two bargaining unit members may be absent from the district at any one time because of this leave. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of the date for the intended use of the leave. The Association agrees to pay the wages for substitute teachers, unless the classes of a teacher using this leave are covered by members of the Association with the approval of the Board.
- 16.6 Medical Condition Following Leave - A bargaining unit member returning from a leave of absence of any kind may be required to furnish a physician's statement as to that member's condition with respect to carrying on regular duties. If the member's condition might interfere with the performance of the member's duties, or might result in injury while working or result in aggravating the condition, reasonable conditions may be placed on reemployment including but not limited to time for commencement of reemployment and type of work performed in reemployment.
- 16.7
1. The district will pay teachers an Attendance Bonus. Attendance will be calculated as follows for not using medical and/or personal time:
 - a. No use of medical and/or personal time used = \$1,500 bonus
 - b. One medical and/or personal day used = \$1,000 bonus
 - c. Two medical and/or personal days used = \$750 bonus
 - d. Three medical and/or personal days used = \$500
 - d. If more than three medical and/or personal days are used, no bonus will be paid.
 - e. Funeral Leave time utilized will not count against the above.
 - f. School Sponsored time utilized will not count against the above.
 - g. Payment to be made in the final June pay.

2. To receive their Attendance Bonus, employees must complete the full contract year.
3. Attendance Bonus will not be prorated for employees who leave mid-year.

16.8 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 end of the first week that school is in session or by the end of their first week of new employment. 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. It is not required to be on FMLA in order to apply for use of the banked days.
- C. In order to participate in the Sick Leave Bank, an employee must have exhausted all leave days (personal and sick).
- D. An employee must submit an application to withdraw from the Sick Leave Bank five (5) days prior to exhausting all sick and personal leave.
The superintendent may authorize an exception in certain circumstances.
- 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 first week of the new school year. Days contributed shall be deducted from the sick leave balance of the contributing employee.
- F. An employee may request to use no more than thirty (30) 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 two (2) 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.
- H. The Sick Leave Bank Committee may require that an employee apply for long-term disability benefits 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.
- I. 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).
- 16.9 Up to the first seventy-two (72) hours of any paid leave may be used for any ESTA purpose, with those seventy-two (72) hours of leave being subject to the same conditions as provided in ESTA.

ARTICLE 17

UNPAID LEAVES OF ABSENCE

- 17.1 A leave of absence, without pay, is obtained only for special reason such as poor health; advanced study related to the teacher's academic field of study; study to meet eligibility requirements for a certificate other than that held by the teacher; study, research or special teaching assignments involving a probable advantage to the Board; and service in the Peace Corps. Each request for such leave is made to the Superintendent who will refer the matter to the Board. Leaves of absence without pay for the reason of poor health must be accompanied by a written statement from a doctor setting forth his opinion as to whether the condition of the teacher is such that the teacher is unable to carry out the teacher's regular duties for the Board. The Board may require examination from another doctor concerning the condition of the teacher, at the expense of the Board. Leaves of absence under this provision do not exceed one (1) year, but may be renewed at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position pursuant to Article 16 Seniority, Layoff and Recall.
- 17.2 A leave of absence may be granted upon application for the purpose of serving as an officer of the Michigan Education Association or the National Education Association.

ARTICLE 18
CURRICULUM, INSTRUCTIONAL MATERIALS
AND IN-SERVICE EDUCATION

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

ARTICLE 19
GRIEVANCE PROCEDURE

- 19.1 A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement.
- 19.2 Grievances shall be presented and processed as set forth below. Two or more bargaining unit members alleging the same violation of this Agreement may bring the same grievance under this procedure. The Board shall have the right to consolidate similar grievances.
- 19.3 Bargaining unit members are encouraged to work out claimed violations of this Agreement within their schools or through their principals without resorting to the informal or formal grievance procedure whenever possible.
- 19.4 **Presenting an Informal Grievance (unwritten)**
A bargaining unit member believing himself/herself to have a grievance shall ask his/her building principal, or other person designated by the Board for this purpose, for a personal conference within seven (7) days after the occurrence of the grievance, for the purpose of resolving the matter. The conference shall be attended by the building principal, or person designated by the Board for this purpose. The grievant may request any bargaining unit member or agent of the Association, to attend the meeting. The principal, or other person designated by the board for this purpose, may request any employee or agent of the Board to attend. If both parties feel that the matter may be resolved by additional conference, they may hold one (1) or more for this purpose. If a solution is achieved in the conferences, the matter shall be terminated. Any solution achieved at the informal stage of this grievance procedure shall not constitute a binding precedent in the settlement of similar grievances.
- 19.5 **Presenting a Formal Grievance - Level One**
- A. If the matter is not resolved at the informal level the grievance may be filed in writing with the building principal or other person designated by the Board. The grievance must be filed within fourteen (14) days after the occurrence of the grievance.

B. The written grievance will contain:

1. The article(s) alleged to be violated.
2. A synopsis of events leading to the grievance.
3. The date(s) of the events leading to the grievance.
4. The relief sought.
5. Certification by the Association that the Association Committee for Contract Grievances has reviewed the grievance and approved it for filing as a formal grievance.

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

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

19.6 Level Two - Superintendent

- A. If the matter is not resolved at Level One, the grievance may be filed in writing with the Superintendent or other person designated by the Board. The grievance must be filed at Level Two within ten (10) days from the date the Level One response was received.
- B. The Superintendent shall set a time and place for a meeting with the Association and the grievant within ten (10) days of receipt of written notification from the Association that it wishes to continue the grievance. The Superintendent shall answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed, unless the time limit is extended by mutual agreement. A grievance not appealed, as provided in Step Three (3) below, within ten (10) days after the answer from the Superintendent shall be

considered settled on the basis of the last answer and not subject to further review. The time limits may be extended by mutual agreement.

19.7 Level Three - Board of Education

- A. If the matter is not resolved at Level Two, the grievance may be submitted to the Michigan Employment Relations Commission ("MERC") for mediation. The grievance must be submitted to mediation at Level Three within ten (10) days from the date the Level Two response was received. A copy of the filing will be provided to the Superintendent by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through written notification to the other party.

19.8 Level Four - Arbitration

- A. If the Association is not satisfied with the disposition of the grievance at the Level 3, it may within ten (10) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association by filing a written demand for arbitration and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
- B. The fees and approved expenses of the arbitrator shall be paid by the loser of the arbitration. In the event the matter is settled, a settlement agreement shall determine the manner in which the arbitrator's fee shall be paid.
- C. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about alleged violations of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement; nor shall he substitute his discretion for that of the Board or the Association, nor shall he exercise any responsibility or function of the Board or the Association. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide or which encompasses a prohibited bargaining subject. The arbitrator shall have no authority to award damages beyond the amount of wages that the employee would otherwise have earned. Any back pay award shall be reduced by any compensation received by a bargaining unit employee during the time that he/she would otherwise have been working for the District, including unemployment compensation.
- D. The decision of the arbitrator shall be binding upon the Association, its members, the employee or employees involved, and the Board. The Association will discourage any attempt on the part of its members or persons in the bargaining unit and will not encourage or cooperate with any of its members in any appeal to any court or labor board from the decision of any arbitrator.

19.9 Miscellaneous Conditions

- A. The term “days” when used in this Article shall mean work days during the academic year and days when the central office is open for business during the summer months between academic years. Time limits may be extended by mutual written agreements.
- B. A grievance not appealed within the time limits set forth in this article shall be deemed to be settled on the basis of the last answer and not subject to further review.
- C. If a grievance is not answered within the time limits, it shall be deemed to be automatically appealed to the next level.
- D. The nonrenewal or discipline of a probationary teacher; the nonrenewal of employment of a person in an extra-duty assignment; and the content of evaluations shall not be arbitrable except as required by the Revised School Code.

ARTICLE 20 **NO STRIKE**

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

ARTICLE 21 **COMPENSATION**

- 21.1 The basic salaries of bargaining unit members covered by this Agreement are incorporated into a salary schedule format as provided in Appendix A. Such Appendix A Salary Schedule shall remain in effect without deviation during the designated periods.
- 21.2
 - A. All teachers will be given credit for all years teaching experience with the Fulton Schools, unless they have terminated their teaching in the Fulton Schools and are rehired whereby the same conditions will prevail for them as those hired outside the Fulton Schools as new teachers.
 - B. Teachers hired into the Fulton Schools may be allowed credit for teaching experience in other school systems.

- 21.3 A. Bargaining unit members required in the course of their work to drive, will be required to use a school owned vehicle. If such vehicle is not available, driving of personal automobiles will be allowed and members will be reimbursed at the maximum IRS mileage allowance.
- B. Expenses of teachers to attend conferences, workshops and conventions approved by the administration shall be reimbursed in part or in whole at the discretion of the administration from a detailed list which will include cost of meals, lodging, fees or other educational expenses. When more than one teacher attends the same conference, expenses should be shared whenever possible, including two people to a room, shared transportation, etc. Meal allowance will be on the following scale: \$25 a day. When a non-school employee is sharing a room, the additional expense for that person shall be borne by the employee.

21.4 A. Retirement Plan

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

B. Mandatory Retirement

Retirement will follow state and federal statutes

C. Severance Payment

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

1. After fifteen (15) years of service, five (5) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
 2. After twenty (20) years of service, ten (10) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
 3. After twenty-five (25) years of service, fifteen (15) days' salary plus fifteen percent (15%) of the bargaining unit member's unused sick leave.
- D. Teachers shall notify the Association and Administration of their intent to retire as early as possible and not later than March 30 of the year in which they choose to retire, to participate in said severance payment. Exceptions may be approved by the Superintendent for unexpected situations.

- E. Severance pay or remuneration will be forfeited in case a teacher's tenure contract is terminated by the Tenure Commission.
- 21.5 Teachers, in grades (K-5), or counselors required by Administration to take over a class of another teacher shall be compensated at a rate of \$40/hour or \$200/day. Teachers, in grades (6-12), or counselors required by Administration to take over a class of another teacher shall be compensated at a rate of \$30/hour or \$150/day, which accumulates to 6.25 hours (covering 5 class periods). The teacher or counselor has the option to use the teacher cover teacher hours to add up to 3 additional personal days to their 3 annual personal days given each year. Any time accumulated after the 3 additional days will be turned into compensation. Any unused earned personal days which have been added to willsub will rollover into medical time at the fiscal year end rollover.
- 21.6 In the event of changes in the school laws concerning the number of days of instruction and/or the beginning date of school, the Association and the Board agree to open the contract for calendar purposes if necessary.
- 21.7 The Board may formally adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code to avoid potential adverse tax consequences that may result from providing employees with certain fringe benefits under the current Collective Bargaining Agreement between the parties. The adoption of a qualified plan under Section 125 of the Internal Revenue Code shall not change the level or type of fringe benefits available under the current Collective Bargaining Agreement. While the current Collective Bargaining Agreement provides employees with the option of receiving a tax deferred annuity instead of certain insurance benefits, it is acknowledged that tax deferred annuities are not an allowable option under Section 125 qualified plan. Therefore, if the board exercises their right to adopt a Section 125 qualified plan, the plan may offer employees the choice between the health insurance benefits specified in the Collective Bargaining Agreement or cash. The cash option shall be in an amount equal to the value of the tax deferred annuity option under the current Collective Bargaining Agreement. Employees who elect to take the cash option under the Section 125 qualified plan may utilize the cash to purchase a tax deferred annuity.
- 21.8 Excluding notice of retirement, all compensations will be paid out in a prorated amount shall the employee choose to leave prior to the contract completion.

ARTICLE 22

SCHEDULE B COMPENSATION

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

CLASS ADVISORS¹

Freshman	2% if 1 advisor	1% each, if 2 or more
Sophomore	2% if 1 advisor	1% each, if 2 or more
Junior	8% if 1 advisor	4% each, if 2 or more
Senior	4% if 1 advisor	2% each, if 2 or more

FFA ²		4%
PLAYS	per 3-act play or equivalent and approved for general admission	4%
BAND ⁴		9%

ACADEMIC EXTRA-CURRICULAR

Academic Curricular positions only with approval of the principal.

Business Professionals of America Advisor	4%
District School Improvement Coordinator	8%
Christmas Program Chairperson (Two people may split the compensation)	4%
District Improvement Team Members	4%
High School Newspaper ⁵	7%
High School Yearbook ⁶	8%
Elementary School Student Council	3%
Middle School Student Council	3%
High Student Council ⁵	4%
National Honor Society	4%
Odyssey of the Mind	2%
Quiz Bowl Coach	3%
Reading Month Chairperson (Two people may split the compensation)	4%
Reading Strategy Trainers (per person, up to two people)	2%
Above the Influence Coordinator	4%
Science Olympiad (per bldg.)	3%
School Improvement Team (per person)	1%
Agriculture	\$3,500.00
Work Experience Coordinator ⁷	5%
Robotics	3%
Esports	3%
ABC Club	3%
Technology Club	3%
Fine Arts	3%
Forensics	3%
Language Arts Club	3%
Model UN	3%
Debate	3%
Talent Review Competition	3%
5 th Grade Camp Coordinator (Two (2) positions)	3%
National Junior Honor Society	2%
Online Teacher of Record: Mathematics	\$200
Online Teacher of Record: Social Studies	\$200
Online Teacher of Record: Science	\$200
Online Teacher of Record: English	\$200

ATHLETIC EXTRA-CURRICULAR

FOOTBALL		
Varsity Head Football		12%
Assistant Football (4 positions)		8%
Middle School Football (limit 2 coaches)		4%
BOYS BASKETBALL		
Head Basketball		12%
Assistant Basketball (JV)		8%
Freshman Basketball		8%
Middle School Basketball (limit 2 coaches)		4%
GIRLS BASKETBALL		
Head Basketball		12%
Assistant Basketball (JV)		8%
Freshman Basketball		8%
Middle School Basketball (limit 2 coaches)		4%
VOLLEYBALL		
Head Volleyball		12%
Assistant Volleyball (JV)		8%
Freshman Volleyball		8%
Middle School Volleyball (limit 2 coaches)		4%
SOFTBALL		
Head Softball		10%
Assistant Softball (JV)		6%
TRACK		
Head Track (1)		10%
Assistant Track (JV)		6%
Middle School Track (limit 2 coaches)		4%
BASEBALL		
Head Baseball		10%
Assistant Baseball (JV)		6%
CROSS COUNTRY		
Head Middle and High School Cross Country (1)		10%
WRESTLING		
Head Wrestling		12%
Assistant Wrestling (JV)		6%
Middle School Wrestling (1 coach)		4%
GOLF		7%
WEIGHT TRAINER (may be split)		8%
CHEERLEADING		
	<u>Fall Season</u>	
	Varsity Football Cheerleading	6%
	Junior Varsity Football Cheerleading	4%
	*No Freshman	
	<u>Winter Season</u>	
	Varsity Basketball Cheerleading	6%
	Junior Varsity Basketball Cheerleading	4%
	Middle School (if 2 coaches split 5%)	5%

***No Freshman**

At the discretion of the Athletic Director, positions may not be filled on a paid basis if low student participation.

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

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

Footnotes for Non-Tenure Salary Schedule as follows:

¹May be assigned on a rotating basis if there are no volunteers.

²Required of Agriculture teacher as a condition of employment.

⁴Required of High School Band teacher as a condition of employment.

⁵Not to be paid if activity is taught as a regular class in the high school.

⁶Two percent if taught as a regular class both semesters. Six percent if taught as a regular class for one semester.

⁷Required as a condition of Employment as the business teacher in the high school. The business teacher shall receive a minimum of 1.5 days of release time per marking period to make on-site visits.

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

Removal of an employee from a Schedule B position is not subject to the grievance procedure.

ARTICLE 23
HEALTH INSURANCE

23.1 The Board will provide teachers and his/her spouse and eligible dependents with either MESSA Plan detailed below. The Association shall notify the Board annually which of the aforementioned insurance options has been selected by the Association. The Board will pay the entire cost of the non-health insurance components of the selected plan and will subsidize to a level equal to the lower of the two aforementioned health insurance programs based on the year-to-year premiums. The amount of the health insurance premium which exceeds the Board's subsidy may be deducted from the teacher's salary. In calculating the Board's subsidy, the premium cost that would be paid if the health insurance was not part of a Plan shall be utilized.

A. Any amount in excess of the Board's legally limited contribution by state law will be payroll deducted as a condition of the Agreement. For a 20 pay employee the months

January through August must be paid by the last payroll of May and for the months September through December will be deducted on a month to month basis. For a 26 pay employee the deduction will be the first and second payrolls during each month of coverage.

- 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 23.1 above and other variable in-service plans available through the business office.
- C. The Board shall deposit an amount to be specified by the employee up to the full deductible for their health coverage into an HSA with an effective date of January 1. The employee will choose to pay back to the district the deductible amount subject to the provision in Article 23.1 on the following schedule:

Beginning with the first pay in January through the last pay in August, equal installments with pre-tax dollars as outlined in Article 23.1 section B.
- D. It is understood that employees may elect to contribute additional tax-free dollars into their HSA via payroll deduction up to the amount allowable by the Internal Revenue Service.
- E. In the event of a verified overpayment in salary or benefits, under the terms of this agreement, the bargaining unit member shall make prompt repayment to the District. In the event the member fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447. The District shall provide notice at least one pay period in advance before deducting any money and work with the bargaining unit member to develop a pay back plan.

MESSA PLAN & MESSA ABC PLAN 1

- A. MESSA ABC Plan 1 (For the remainder of the 2025 Health Benefit Year)

Option 1:
For employees needing health insurance: MESSA ABC PLAN 1 WITH ABC Rx, 80/20 (no hard cap)

Option 2:
For employees needing health insurance: MESSA ABC PLAN 1 WITH 3 TIER Rx, 80/20 (no hard cap)

Option 3: For employees needing health insurance: MESSA ABC PLAN 1 WITH 5 TIER Rx, 80/20 (no hard cap)
- B. Ancillary Plan:

Long Term Disability

Life

- \$35,000 w/AD&D

Vision

- VSP 3 Plus P 250CL

Dental

100/80/80 –

- C. For employees who do not need health insurance: MESSA Ancillary Plan, which includes:

LTD: the same as B
Life: the same as B
Vision: the same as B
Dental: the same as B

- 23.2 In addition to the above benefits listed in (B or C), the Board and the Association shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The Section 125 plan shall provide teachers who do not need or receive health insurance from the Board with a cash option in lieu of health insurance benefits. The monthly cash option shall be an amount equal to 80% of the monthly single subscriber premium. Retirees who return to teaching are eligible to receive single subscriber health insurance if they do not otherwise have health insurance meeting the affordability and coverage limits under ACA. They are not otherwise eligible for the cash in-lieu payments or other insurance benefits as described in Article 23. Retirees shall not be entitled to benefits concerning any retirement incentive or longevity payment, including sick leave payout. Retirees do not earn or maintain seniority. The cash option received by the teacher may be utilized to purchase a tax deferred annuity or such benefits which may be available under the Section 125 plan. To purchase a tax deferred annuity, the teacher shall enter into a salary reduction agreement.
- 23.3 Election for coverage by bargaining unit members of the above benefits shall be made according to procedures established by the Board. Payments for the insurance will be on a monthly basis while the bargaining unit member is employed by the Board. Bargaining unit members completing a full school year will receive the benefits for a twelve-month period. Teachers not completing the full school year will receive the benefit for the months employed.
- 23.4 The health insurance provided to the teachers shall continue to cover abortion. The premium cost for abortion coverage shall be paid by the teacher.

ARTICLE 24

NEGOTIATIONS PROCEDURES

- 24.1 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 24.2 There shall be three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

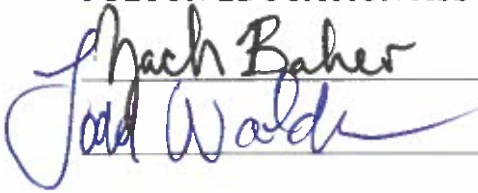
- 24.3 Negotiations on a successor agreement will commence no later than the first week of May of the expiring year.
- 24.4 Special conferences for important matters shall be arranged between the President of the Association or his designee and the Superintendent or his designee upon request of either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

ARTICLE 25
DURATION OF AGREEMENT

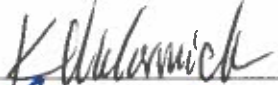
- 25.1 This agreement shall be effective as of the first day of September 2025 and shall continue in effect until the thirty-first day of August 2028.
- 25.2 The board shall provide a weblink to the signed agreement within thirty (30) days after it is signed by representatives of both parties.

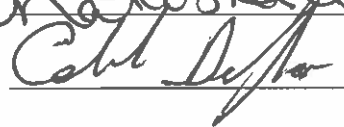
In witness WHEREOF the parties hereto have caused this agreement to be signed by their respective representatives:

FULTON EDUCATION ASSOCIATION



FULTON BOARD OF EDUCATION



Fulton Schools
APPENDIX A
FEA Salary Schedule
2025-26

FEA Salary Schedule				
2025-26				
	Factor =	1.040		
	PY BA 1 =	39,946		
	Multipliers =	1.000	1.035	1.070
Steps	Increment	BA	BA+20	BA+40 or MA
1		41,544	42,998	44,452
2	1.0600	44,037	45,578	47,120
3	1.0566	46,529	48,157	49,786
4	1.0536	49,021	50,737	52,452
5	1.0509	51,514	53,317	55,120
6	1.0484	54,007	55,897	57,787
7	1.0462	56,500	58,478	60,455
8	1.0441	58,992	61,057	63,121
9	1.0422	61,484	63,636	65,788
10	1.0405	63,977	66,216	68,455
11	1.0390	66,470	68,797	71,123
12	1.0375	68,963	71,377	73,791

Longevity will begin after 15 years of service with Fulton School District in accordance w/ the longevity scale provided. Longevity payments will be included in the teacher contract for that year.

Years of Service	% of Payment
16-17	3%
18-21	5%
22-25	7.50%
26-29	8.50%
30+	9.50%

FEA Salary Schedule

2026-27

Only in effect if District has a fund balance of: 15%, 16%, 17%, 18%, 19% or 20%

FEA Salary Schedule

2026-27

Factor = 1.030

PY BA 1 = 41,144

Multipliers = 1.000 1.035 1.070

Steps	Increment	BA	BA+20	BA+40 or MA
1		42,379	43,862	45,345
2	1.0600	44,922	46,494	48,066
3	1.0566	47,464	49,125	50,786
4	1.0536	50,006	51,756	53,506
5	1.0509	52,549	54,388	56,228
6	1.0484	55,092	57,021	58,949
7	1.0462	57,636	59,653	61,670
8	1.0441	60,178	62,284	64,390
9	1.0422	62,720	64,915	67,110
10	1.0405	65,263	67,547	69,831
11	1.0390	67,806	70,179	72,552
12	1.0375	70,349	72,811	75,274

Longevity will begin after 15 years of service with Fulton School District in accordance w/ the longevity scale provide. Longevity payments will be included in the teacher contract for that year.

Years of Service	% of Payment
16-17	3%
18-21	5%
22-25	7.50%
26-29	8.50%
30+	9.50%

**FEA Salary Schedule
2026-27**

Only in effect if District fund balance is under 15%.

FEA Salary Schedule				
2026-27				
	Factor =	1.020		
	PY BA 1 =	41,544		
	Multipliers =	1.000	1.035	1.070
Steps	Increment	BA	BA+20	BA+40 or MA
1		42,375	43,858	45,341
2	1.0600	44,918	46,490	48,062
3	1.0566	47,459	49,121	50,782
4	1.0536	50,001	51,751	53,501
5	1.0509	52,544	54,383	56,222
6	1.0484	55,087	57,015	58,943
7	1.0462	57,630	59,647	61,664
8	1.0441	60,172	62,278	64,384
9	1.0422	62,714	64,909	67,104
10	1.0405	65,257	67,541	69,825
11	1.0390	67,800	70,173	72,546
12	1.0375	70,343	72,805	75,266

Longevity will begin after 15 years of service with Fulton School District in accordance w/ the longevity scale provide. Longevity payments will be included in the teacher contract for that year.

Years of Service	% of Payment
16-17	3%
18-21	5%
22-25	7.50%
26-29	8.50%
30+	9.50%

FEA Salary Schedule

2026-27

Only in effect if District fund balance is 20% or Higher.

FEA Salary Schedule				
2026-27				
	Factor =	1.040		
	PY BA 1 =	41,544		
	Multipliers =	1.000	1.035	1.070
Steps	Increment	BA	BA+20	BA+40 or MA
1		43,206	44,718	46,230
2	1.0600	45,798	47,401	49,004
3	1.0566	48,390	50,084	51,777
4	1.0536	50,982	52,766	54,550
5	1.0509	53,574	55,450	57,325
6	1.0484	56,167	58,133	60,099
7	1.0462	58,760	60,817	62,873
8	1.0441	61,352	63,499	65,646
9	1.0422	63,943	66,181	68,419
10	1.0405	66,536	68,865	71,194
11	1.0390	69,129	71,548	73,968
12	1.0375	71,722	74,232	76,742

Longevity will begin after 15 years of service with Fulton School District in accordance w/ the longevity scale provide. Longevity payments will be included in the teacher contract for that year.

Years of Service	% of Payment
16-17	3%
18-21	5%
22-25	7.50%
26-29	8.50%
30+	9.50%

FEA Salary Schedule

2027-28

The agreed upon step and lane changes are listed below and will be attached once the 2026-27 fiscal year end audit is determined to accurately provide a salary schedule.

3% base salary increase if Fund Balance is 15% or higher

Or

2% salary increase if Fund Balance is under 15%.