

Fitzgerald 6
6/30/72

1970-72

Fitzgerald Board of Education

PROFESSIONAL AGREEMENT
between the
FITZGERALD BOARD OF EDUCATION
and the
FITZGERALD EDUCATION ASSOCIATION

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PROFESSIONAL AGREEMENT

between the

FITZGERALD BOARD OF EDUCATION

and the

FITZGERALD EDUCATION ASSOCIATION

This Agreement entered into this 8th day of September, 1970 by and between the BOARD OF EDUCATION of the FITZGERALD PUBLIC SCHOOLS, COUNTY OF MACOMB, MICHIGAN, hereinafter called the "Board" and the FITZGERALD EDUCATION ASSOCIATION, hereinafter called the "Association."

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All statements in the Fitzgerald Public Schools Policies and Procedures specifically referred to in this contract may not be changed without mutual consent of the Board and the Association.

If any provisions of the Agreement or any application of the Agreement to any employee group of employees shall be found contrary to law, or to the administrative rules of the State Board of Education, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargain-representative, as defined in Section II of Act 379, Public Acts of 1965 for all instructional personnel including counselors, department and grade chairmen and school psychological examiner, but excluding the superintendent, assistant superintendent's, supervisor of elementary education, principals, assistant principals, director of curriculum improvement, director of athletics, director of vocational education, director of attendance and discipline, director of publications, director of special education, and administrative intern. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher or teacher organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

A. Membership

1. Membership in the Association shall be open to all teachers

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS, (cont.)

regardless of race, creed, sex, marital status or national origin.

2. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association. In the event that such an authorization is not signed within thirty (30) days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services upon the expiration of the thirty (30) day period heretofore mentioned.
3. The Association agrees to reimburse the Fitzgerald Public School District, hereinafter referred to as the District, for the amount of any money deducted by the District and paid to the Association, which deduction is determined to be illegal and improper, or in excess of a proper deduction.

The Association further agrees to indemnify and hold harmless the District, employees charged with administering this Section, and members of the Board of Education from any and all liabilities,

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS, (cont.)

losses, claims, damages, or expenses arising out of the discharge of any teacher as a result of action taken by the Board pursuant to this Article II, Section A, including, but not restricted to all sums that may be awarded to a teacher under the Michigan Tenure Act. The Association agrees to provide for and assume the cost of legal counsel, to indemnify the District for all costs or other expenses arising out of any other actions initiated against employees charged with administering this Section, the District and the members of the Board of Education in reference to Article II, Section A.

4. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in their organization either on or off school premises.
5. The Board shall not discriminate against any teacher because of his membership in the Association or the institution of any grievance.

B. The Association, upon written consent, shall have the right to use school building facilities for meetings at all reasonable nonteaching hours. The Association shall be allowed to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the school mail for communications subject to the following conditions:

1. That a copy of the material be presented to the superintendent or his delegated officer in advance for his approval,
2. That the administration reserves the right to refuse distribution of materials of a controversial nature which may be detrimental to

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS, (cont.)

the school system. (See appendix for procedure on use of mails.)

- C. The Board agrees to furnish the Association, upon request monthly, a copy of the Financial Report.
- D. Each teacher shall have the right, upon request, to have the contents of his personal file reviewed with him by the building principal.
- E. The Board agrees to furnish the Association, upon written request, information necessary for processing any grievance. However, the Board reserves the right to determine what is germane to the matter so that irrelevant confidential information on personnel does not become public.
- F. The Board agrees to extend the condition specified in item E to an individual teacher who wishes to represent himself in pursuing solution to a grievance.
- G. Joint Tenure Review Committee
 - 1. The Association will participate, in an advisory capacity, in the review of all probationary teachers prior to their being placed on tenure. A joint committee shall be established with the Association and Board of Education, each furnishing three permanent members. The committee shall be expanded by the addition of the building principal and an FEA representative from that building during discussion of personnel of a specific building. Since it is the ultimate decision and responsibility of the Board to grant tenure, a representative of the Board shall serve as chairman.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS, (cont.)

It shall be the responsibility of the building principal to present information concerning each case. Additional teacher and/or administrative personnel may be requested to participate.

2. The Association agrees to participate, in an advisory capacity, in the review of any tenure teacher being considered for dismissal by the Board.

ARTICLE III - MANAGEMENT RIGHTS

Management Rights - the Board retains all rights and powers to manage the Fitzgerald Public Schools and to direct the employees except as otherwise expressly provided in this Agreement.

ARTICLE IV - PAYROLL INFORMATION -- PAYROLL DEDUCTIONS

A. Pay periods shall be two weeks in duration with checks being issued every other Friday throughout the fiscal year as follows:

1. Ten (10) month employees may elect to receive their pay under one of the following options:
 - a. Annual teaching contract paid in twenty-one (21) equal bi-weekly payments throughout the school year, or
 - b. Annual teaching contract paid in twenty-six (26) equal bi-weekly pays, twenty-one (21) of these throughout the school year and the remaining five (5) in a lump sum at the end of the school year.

ARTICLE IV - PAYROLL INFORMATION -- PAYROLL DEDUCTIONS, (cont.)

- c. An exception to these options will occur in school year 1970-71 when the first pay period shall be for one (1) week. Option "a" above shall then become twenty and one-half (20 1/2) and option "b" shall become twenty-five and one-half (25 1/2) with all other conditions unchanged.
 2. Twelve (12) month employees (extended contracts) shall receive their annual salary in twenty-six (26) equal bi-weekly pays throughout the fiscal year.
 3. An exception to the twenty-six (26) equal bi-weekly pays will occur periodically (every 4 to 6 years) when it will be necessary to issue twenty-six and one-half (26 1/2) pays.
- B. Payroll deductions shall be provided for:
1. Deductions required by law, including the Federal Income Tax, State Income Tax, Michigan Employees Retirement Fund and Federal Social Security.
 2. Deductions requested and approved for Association dues, Credit Union, United Foundation (\$10 or more) and Tax Sheltered Annuities.
 3. Deduction of Association dues shall be made from eighteen (18) consecutive pays beginning with the third pay period of the regular school year.
 4. Medicare protection for teacher spouse and/or dependents shall be available on a payroll deduction basis at teacher expense.
- C. All pay and pay deductions will be based on forty-one (41) consecutive weeks consisting of two hundred five (205) days, including periods of

ARTICLE IV - PAYROLL INFORMATION -- PAYROLL DEDUCTIONS, (cont.)

recess, and commencing on Labor Day.

- D. Teachers hired after the beginning of the year will pay dues on a pro-rated basis as follows: $\frac{\text{Weeks remaining}}{41} \times \text{Association dues deduction}$.

Teachers leaving after the start of the school year will have Association dues deductions terminate with their last pay.

ARTICLE V - TEACHING HOURS AND CLASS LOAD

A. Hours of employment

1. The length of the in-school work day will be seven hours and fifteen minutes.
2. Time beyond the in-school work day for student and/or parent conferences shall be considered a professional obligation of teachers.
3. Time beyond the in-school work day for staff, department, grade level and curriculum meetings will be a requirement of all teachers. Tuesdays shall be reserved for such meetings. Attendance at Open House shall be required of all teachers.
4. Time beyond the in-school work day necessary to perform the work will be an obligation of those teachers receiving extra money for an assignment.
5. Teachers who wish to enroll in college classes which must meet on Tuesday will need the approval of the building principal prior to registration when it is obvious that attendance at such classes will interfere with the ability to attend meetings specified in Item 3 above.

ARTICLE V - TEACHING HOURS AND CLASS LOAD, (cont.)

6. Teachers wishing to be excused from staff, department, grade level, curriculum meetings or Open House must submit, in advance, a written request to the building principal. Approval of such requests shall depend on the nature of the meeting (s) to be missed and the circumstances supporting such a request by the teacher.

B. Class Load

1. Elementary Teachers

Regular classroom teachers will not be required to remain with students during special classes (art, music, physical education) or during regularly scheduled library periods. Teachers will be required to remain with their class during additionally scheduled library periods.

2. Elementary special teachers (art, music, physical education) will be scheduled so that their assignment most nearly approximates the load of a regular classroom teacher. In determining the schedules of special teachers, consideration will be given to:

- a. Facilities
- b. Preparation for subject
- c. Transportation of supplies and materials
- d. Number of students
- e. Transportation between buildings.

3. A secondary teaching assignment shall be five (5) class periods daily or its equivalent plus a weighed load period.
4. Secondary teachers having an added class assignment will be paid

ARTICLE V - TEACHING HOURS AND CLASS LOAD, (cont.)

an additional 1/6 of their base salary. Their work day will be extended by 55 minutes (one class period) to be scheduled by the building administrator after consultation with the teacher.

C. Dismissal of School

Students may be dismissed from school for the purpose of curriculum study and other administratively approved school business in accordance with the rules and regulations set forth in the code of the State Department of Education concerning the length of the school day and the school year and consistent with the adopted calendar.

D. Lunch Periods

All teachers shall be provided a thirty-five (35) minute lunch period free of duty except that, during inclement weather when students cannot go out of doors, elementary teachers shall be provided a lunch period of not less than twenty (20) minutes, which shall be free of duty.

Elementary special teachers (art, music, physical education) shall participate in supervision during inclement weather. Teachers who supervise on inclement days and do not receive the equivalent of a thirty-five (35) minute lunch period will be provided relief through arrangements with the building principal.

ARTICLE VI - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged

ARTICLE VI - TEACHING CONDITIONS, (cont.)

that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important factor in an effective educational program, the Board agrees that the following standards with regard to class size will apply:

1. In an elementary classroom the maximum shall be thirty-three (33) students. For any excess of thirty-three (33) students in an elementary classroom, it will be necessary for the Board to show cause for such excess. In view of this, it is the intent of the Board to make every effort to balance class size within an elementary building and between buildings so that these standards can be maintained with due consideration given to:
 - a. Ability and/or special grouping
 - b. Transportation of students
 - c. The necessity of young students to cross main arteries of traffic
 - d. The assignment of elementary students in a family to the same buildings.
2. In a junior high school classroom
 - a. The maximum shall be thirty-three (33) students. For any excess of thirty-three (33) students in a junior high school classroom, it will be necessary for the Board to show cause for such excess. In view of this it is the intent of the Board to

ARTICLE VI - TEACHING CONDITIONS, (cont.)

make every effort to balance class size within the building so that these standards can be maintained with due consideration given to:

- ability and/or special grouping
- total student load of teacher
- total teaching assignment, or

b. The maximum class size may be in excess of thirty-three (33) in the areas of physical education, swimming, vocal and instrumental music, library and study hall.

3. In the high school classroom

a. The maximum shall be thirty-three (33) students. For any excess of thirty-three (33) students in a secondary classroom it will be necessary for the Board to show cause for such excess. In view of this, it is the intent of the Board to make every effort to balance class size within a secondary building so that these standards can be maintained with due consideration given to:

- ability grouping
- total student load of teacher
- total teaching assignment, or

b. In certain areas of high school instruction it is agreed that maximum enrollments need to be less than the established maximum, or

c. In certain areas of high school instruction it is agreed enrollments

ARTICLE VI - TEACHING CONDITIONS, (cont.)

in excess of the established maximum are acceptable. These include instrumental and vocal music, music appreciation, typing, physical education, swimming, team teaching, study hall and library.

- B. The Board recognizes that appropriate teaching supplies and equipment are necessary for proper instruction. The annual recommendation procedure shall be continued for the purpose of improving the selection and use of such supplies and equipment. The Board agrees to implement all Board approved recommendations. Teachers will be notified of the disposition of all recommendations that have been made.
- C. The administration will work cooperatively with individual building faculties through their building representatives to provide suitable refreshments for faculty use at faculty expense. It shall be an administrative function to arrange for installation and service.

ARTICLE VII - DEPARTMENT AND GRADE CHAIRMAN

A study concerning the effectiveness of the present grade and department chairman structure is to be conducted during school year 1970-71. The Association and Board agree that this item shall be re-opened for discussion in the spring of 1971 at which time any change in the grade and/or department chairman structure would be reviewed with the Association prior to enactment.

A. Selection

- 1. A notice in the principal's bulletin that certain chairmanships are open.

ARTICLE VII - DEPARTMENT AND GRADE CHAIRMAN, cont.)

2. A written application form shall be filed with the principal.
 3. Interview by selection board consisting of principal, assistant principal, directors and others appointed by the principal.
 4. Principal notifies each department member of the candidates and gives them an opportunity to express, in writing, their preference for chairman which shall be used in an advisory manner.
 5. Principal meets with selection board and arrives at decision.
 6. Principal notifies superintendent who in turn reports to the Board of Education.
 7. Final notification of teacher chairman by the principal.
- B. Compensation - see schedule Appendix A-11 of this agreement.
- C. Term of Office
1. Secondary Department Chairman term of office shall be for a period of three (3) years. Filling unexpired terms and removal from office shall be in accordance with Policies and Procedures, Section VII.
 2. Elementary Grade Chairman term of office shall be in accordance with Policies and Procedures, Section VII.
- D. Duties and Functions. Department and Grade Chairmen are not to be considered supervisory personnel and are not to be assigned duties considered supervisory in nature.
1. Secondary Department Chairman duties and functions shall be in accordance with Policies and Procedures, Section VII.
 2. Elementary Grade Chairman duties and functions shall be in accordance with Policies and Procedures, Section VII.

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will continue the practice of hiring only fully certificated-degree teachers. In cases where it is not possible to obtain for hire such qualified teachers, then the Board may fill position(s) with a teacher holding temporary certification and the Association shall be so informed. The Board will continue to seek fully certificated-degree teachers for such positions and make replacements as soon as practicable.
- B. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. This shall not be interpreted to apply to student clubs and other similar activities during the school day.
- C. Teachers will be informed of their tentative assignment for the following year upon completion of the prior school year. Since these assignments are tentative and changes may of necessity occur, teachers who will be affected by a change in grade assignments in the elementary schools and by changes in subject assignments in the secondary schools will be notified and consulted by their principal. Such changes will be voluntary to the extent possible.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in any professional position other than classroom teacher shall occur, the Board shall publicize the same by giving written notice of such vacancy to the faculty through an appropriate administrative bulletin.
- B. Any qualified teacher may apply for such a vacancy. In filling such a vacancy, the Board agrees to give due weight to the professional background

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a general policy of promotions from within its own teaching staff, including promotions to supervisory and administrative levels when objective and subjective qualifications are met by staff applicant(s).

- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The parties agree that unrequested transfers of teachers are to be minimized.
- D. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS

Teachers shall be granted an annual allowance of absence days which shall be used to cover absence due to personal illness, personal injury or other approved reasons. Teachers absent from duty for reasons covered under the terms of this Article shall receive full pay for all days of approved absence to the extent their annual allowance and accumulation permits.

A. Annual Allowance

- 1. Teachers under contract for the regular school year shall be granted fifteen (15) absence days for services during the months of September through June. These days shall be available one week after the

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

beginning of each school year.

2. Teachers on extended contracts (counselors, coordinators, etc.) and teachers of summer school shall receive an additional $1/4$ day of absence allowance per week of service beyond the regular school year except that no days may be granted for weeks worked in the months of September through June for which days have already been granted.
3. Teachers beginning employment during the school year, and teachers returning from leave of absence, will receive their absence allowance one week after commencement of employment at the rate of $1\ 1/2$ days per month for the remaining months of the school year, provided that $1\ 1/2$ absence days shall be granted when more than half of the working days in any month have been worked; $3/4$ absence days shall be granted when fewer than half of the working days have been worked; no absence days shall be granted for less than one week of work.
4. Teachers absent from duty at the beginning of the school year shall have available for use those unused absence days accumulated from previous years and shall be granted their annual allowance of fifteen (15) days one week after returning to work, except that they will be reimbursed for deductions due to approved absence (up to fifteen (15) days).

B. For partial days of absence, partial days of leave shall be deducted

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

from the employee's accumulation at the rate of 1/4, 1/2, or 3/4 days, whichever most closely coincides with the actual number of hours missed.

C. Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's absence days which shall be available for use in the future.

D. Absence Day Reserve Plan

The Board will provide a reserve of absence days not to exceed 125 days for each year of this Agreement. These absence days shall be available to those teachers who have exhausted their personal accumulation of absence days and are absent due to personal illness or injury. The use of absence days from this reserve will be subject to the following conditions:

1. Waiting period of three (3) consecutive days of absence, without pay, between exhaustion of personal accumulation of absence days and eligibility to draw from reserve.
2. Written request by the teacher to draw from the reserve and submitted to building principal prior to exhaustion of personal accumulation of absence days.
3. Repayment of days a teacher draws from the reserve shall be equal to one-half (1/2) the number of days used and shall be taken from the teacher's annual absence allowance in future years. Such repayment shall be at the rate of five (5) days per year until all days have been repaid the reserve.

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

4. Teachers on "Leave of Absence Without Pay" shall not be eligible to draw absence days from the reserve.

E. Workmen's Compensation

The following shall apply to teachers absent who qualify for Workmen's Compensation as specified by law:

1. For the first seven (7) days of absence, no sick leave shall be deducted from the teacher's accumulation,
2. For the remaining days of absence beyond seven (7) days, one-half (1/2) day of absence shall be deducted from teacher's accumulation until such time that the teacher's sick leave is exhausted,
3. The Board will pay the difference between the Workmen's Compensation received and the teacher's regular salary.

- F. A physician's statement shall be furnished by the employee upon the employer's request as proof of illness or disability and/or ability to return to work.

A physician's statement of release shall be furnished in all instances of teachers returning from absence due to injury incurred on the job. Such statement of release must indicate that the teacher is able to perform the duties of the position to which he is assigned.

- G. The superintendent or his delegated authority shall determine the merits of all requests for use of emergency or business absence days. The Board intends that a just and broad interpretation be made of those events that necessitate absence. The Association recognizes that abusing

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

the right of absence days is unethical and not condoned. Requests for use of emergency or business days shall be made in writing prior to the absence except in cases of extreme emergency. Failure to file a request, at least two days in advance of the absence, in all but extreme emergencies, shall result in automatic disapproval. In the event a teacher wishes to know the disposition of an absence request prior to the absence, it shall be the responsibility of the teacher to contact the administrator involved. It shall then be the responsibility of the administrator to give a decision on the request.

H. Absence with pay chargeable against a teacher's allowance shall be granted for:

1. Personal illness or personal injury. An exclusion to this shall be any absence due to childbirth.
2. Time necessary for the conducting of emergency and business affairs which cannot normally be handled outside school hours, except that no days of absence shall be charged during periods of vacation or recess when school is not in session and teachers are not required to report for duty.

I. An absence for any reason must be reported according to the following procedure:

1. Notification of expected absence shall be given on the answer telephone no later than 7:00 a. m. of the day the absence is to occur. An absence which becomes necessary during the school day

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

shall be reported to the building principal (or his delegate) and
on the answer telephone.

2. An absence shall be considered continuous until notification is
given on the answer telephone no later than 7:00 a. m. on the day
of the intended return.
3. Failure to properly REPORT an absence or intent to return shall
result in a loss of pay as follows:
 - a. Failure to properly report an absence will result in a deduction
of one day's pay for each day of unreported absence.
 - b. Failure to properly report return shall result in a pay deduction
equal to the minimum daily rate of pay for a substitute and
the teacher assumes his normal daily schedule. The substitute
will be reassigned by administration. In the event the regular
teacher chooses not to remain for a full day, then the deduction
shall be one full day's pay.
 - c. Failure to report an absence by 7:00 a. m. shall result in a
pay deduction equal to the tardiness of reporting. An absence
not reported at the time the teacher's class schedule begins
shall result in the loss of a full day's pay.
- J. The reporting of absence and intent to return shall be extended to
include these absences which result from school approved trips.
- K. Any teacher absent for reasons of illness or injury, and whose accumu-
lation of absence days has expired, shall apply for leave of absence

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

as specified under the terms of Article XII, "Leaves of Absence Without Pay," not more than thirty (30) working days after the expiration of absence days. The Board shall grant such leave of absence when it is apparent that the teacher can recover and return to teaching without serious jeopardy to the students and/or school system.

- L. Absence not approved and absence for which absence days are not available shall result in a pay deduction to the nearest hour.
- M. Teachers absent from duty immediately prior to periods of vacation or recess, and whose accumulation of absence days has been exhausted, shall not apply to an absence due to a school approved trip.
- N. Tardiness

While a tardiness of any kind is not desirable, a tardiness which may result in a group of students being unsupervised is considered very serious.

- 1. A tardiness, which will prevent a teacher from fulfilling an assigned responsibility, must be reported to the building principal as soon as practical after it is known that such late arrival will occur.
- 2. The following rules will apply to cases of tardiness:
 - a. First occurrence - verbal warning,
 - b. Second occurrence - written warning,
 - c. Third occurrence - pay deduction,
 - d. Fourth occurrence - double pay deduction,
 - e. Fifth occurrence - one day suspension without pay.

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

Additional occurrences shall be subject to individual disciplinary action.

3. In cases where a pay deduction is enacted, such deduction shall be to the nearest quarter hour missed.
4. Tardiness beyond one hour, for which there is no pay deduction, shall be charged to the teacher's absence accumulation. (See Article X, Item B)
5. Under situations involving acts of God (extreme weather, etc.) civil disorder or other conditions affecting travel, the superintendent may suspend the above rules regarding tardiness.

O. Benefits for less than full-time teachers under the terms of this Article shall be pro-rated according to their assignments.

P. Jury Duty

Teachers absent from duty due to required jury service shall be paid the difference between the compensation received for each day of active jury service and regular earnings. To be eligible, the teacher must immediately notify the building principal of any jury notice and follow this up with proper application for business absence days as outlined in Item G of this Article. The administration reserves the right to request that the teacher be excused from jury duty. These conditions of payment shall apply only during those days when school is in session during the regular school year and the teacher was scheduled to report for duty. There shall be no absence days charged against the

ARTICLE X - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS,
(cont.)

teacher's accumulation provided all conditions set forth in this item have been met.

Q. Subpoenaed Witness

Teachers absent from duty as a result of serving as a subpoenaed witness shall be paid the difference between compensation received for each day of required court appearance and regular earnings. To be eligible, the teacher must immediately notify the building principal of any notice to serve as a subpoenaed witness and follow this up with proper application for business absence days as outlined in Item G of this Article. The administration reserves the right to request that the teacher be excused from serving as a subpoenaed witness. These conditions of payment shall apply only during those days when school is in session during the regular school year when the teacher is scheduled to report for duty. There shall be no absence days charged against the teacher's accumulation provided all conditions set forth in this item have been met.

ARTICLE XI - SABBATICAL LEAVE

The Board agrees to sponsor a program of sabbatical leave as hereinafter described:

- A. The purpose of sabbatical leave is to permit teachers to improve their ability to render educational service.
- B. The types of sabbatical leave to be offered will be:

ARTICLE XI - SABBATICAL LEAVE, (cont.)

1. Leave, not to exceed one (1) year, for the purpose of administratively approved study or travel and hereinafter referred to as "school year sabbatical."
 2. Leave for the purpose of administratively approved study during the summer and hereinafter referred to as "summer sabbatical."
- C. Teachers, to be eligible, must have served continuously in the Fitzgerald Public Schools for a period of seven (7) years. Subsequent eligibility shall be re-established by serving an additional seven (7) year period of continuous service.
- D. The number of sabbatical leaves granted in any one year (including one summer and the following school year) may not exceed:
1. One (1) school year sabbatical plus three (3) summer sabbaticals, or
 2. No (0) school year sabbatical and four (4) summer sabbaticals.
- E. The remuneration during periods of sabbatical leave will be:
1. School year sabbatical - one-half (1/2) the annual base salary to which the teacher would have been entitled during the year for which the leave is being granted which shall be paid in four (4) equal installments.

In addition, the teacher shall receive:
 - a. Group life insurance in effect at time of leave, and
 - b. Hospital - medical insurance in effect at time of leave.
 2. Summer sabbatical - stipend paid a teacher shall be one hundred (100) dollars per week plus twenty dollars (\$20) for each dependent member of his immediate family to a maximum of five (5) dependents.

ARTICLE XI - SABBATICAL LEAVE, (cont.)

Stipend shall be paid at two (2) week intervals. Travel reimbursement shall be ten cents (10¢) per mile but not to exceed a total of one hundred dollars (\$100) for travel. Travel and other expenses shall be included in final stipend payment, provided proper expense sheet and receipts are submitted.

Additional reimbursement will be made to cover expenses incurred as a result of tuition and required course fees and books. The total amount of all types of reimbursement and stipend paid any teacher may not exceed two thousand dollars (\$2,000) for a summer sabbatical.

- F. Applications for sabbatical leave are to be made to the superintendent via the building principal and must be accompanied by a complete description of the program of study and/or a travel itinerary which shall indicate the anticipated value of such study or travel toward teacher improvement.

Applications shall be submitted no later than:

1. School year sabbaticals - November 1 of the year prior to the school year for which leave is being requested.
2. Summer sabbaticals - April 1 preceding the summer for which leave is being requested.

- G. Leaves may be granted by the Board on the recommendation of the superintendent. A selection committee, composed of membership mutually agreed upon by the superintendent and the Association, will review all applications for sabbatical leaves and make recommendations

ARTICLE XI - SABBATICAL LEAVE, (cont.)

to the superintendent.

H. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Fitzgerald Public Schools as follows:

1. School year sabbatical - for a period of at least three (3) years.

A teacher who does not fulfill such a contract shall repay any and all money paid to and/or on behalf of such employee during the teacher's sabbatical leave on the following basis:

- a. Repayment immediately on failure of the employee to return to active service in the Fitzgerald Public Schools System on conclusion of the sabbatical leave.
- b. Repayment of two-thirds (2/3) of aforesaid money on completion of one year's active service.
- c. Repayment of one-third (1/3) of aforesaid money on completion of two (2) year's active service.

2. Summer sabbatical - for a period of at least one (1) year. A teacher who does not fulfill such contract shall repay any or all money paid to and/or on behalf of such employee during the employee's sabbatical leave.

Any failure of the employee to serve actively as agreed to due to illness, disability or death and on proof thereof, or upon discharge from the Fitzgerald Public Schools System, the aforesaid repayment shall be waived.

I. A teacher returning from school year sabbatical leave shall be placed

ARTICLE XI - SABBATICAL LEAVE, (cont.)

on the step of the salary schedule he would have attained had the sabbatical leave not occurred.

- J. A teacher shall be responsible for the fulfillment of the terms and/or conditions of the approved study or travel and shall furnish a written progress report at the conclusion of each semester, or the summer term.
- K. A teacher returning from school year sabbatical leave shall be placed in a position:
 - 1. The same as or equal to that held immediately prior to leave, or
 - 2. A second choice position the teacher is qualified for, or
 - 3. As a resource teacher.

In no case shall the teacher returning from sabbatical be permitted to bump another teacher.

L. Miscellaneous

- 1. Teachers accepting sabbatical leave from the Fitzgerald Public Schools, and who have scholarships, fellowships, or other financial aids from other sources, must report such aids to the superintendent. Generally speaking, if aids are granted from an outside source which are a duplicate of any benefits under the sabbatical leave program, then such amounts will be subtracted from the benefits offered by the Board.

ARTICLE XII - LEAVES OF ABSENCE WITHOU PAY AND MATERNITY TERMINATION

- A. Leaves of absence without pay may be granted tenure teachers by the Board upon the recommendation of the superintendent. Application for

ARTICLE XII - LEAVES OF ABSENCE WITHOUT PAY AND MATERNITY
TERMINATION, (cont.)

leaves must be properly submitted to building principal. Leaves may be granted for the following purposes:

1. A program of advanced study.

2. Maternity

- a. Written application for maternity leave or termination of employment must be filed by the employee with the building principal no later than the completion of the second month of pregnancy. Applications, to be considered for approval, must be properly submitted to the building principal.
- b. Application for maternity leave or termination must indicate a date upon which the employee wishes to terminate employment. Approval of this date by administration will be based on:
- (1) The absence record of the teacher,
 - (2) The point-in-time of the school year,
 - (3) The physical demands of the teaching assignment,
 - (4) The written approval of the attending physician,
 - (5) The availability of a replacement.

Date of termination of employment or beginning of the leave will be subject to approval by the Board of Education upon the recommendation of the superintendent.

- c. In the event a teacher's absence record during the period of pregnancy and following the establishment of a termination date provides reason for concern, the case will be reviewed

ARTICLE XII - LEAVES OF ABSENCE WITHOUT PAY AND MATERNITY
TERMINATION, (cont.)

with the teacher and a possible adjustment made in the date of
termination of active employment.

3. Extended personal illness.

4. Election to office in a professional organization related to the
teacher's field.

5. Military service.

a. Short term military service. Proof that the required training
period cannot be supplied during summer vacation is to be
provided by the teacher. The difference between the government
salary for the training period and the teacher's salary will
be paid provided the government salary is the lesser, not to
exceed two (2) weeks.

b. Leave for national defense in excess of two (2) weeks. A
teacher who has achieved tenure status and is on leave of
absence without pay because of service in the armed forces
of the United States shall be entitled to a maximum of three-
fourths (3/4) increment on the salary schedule earned at the
rate of one-fourth (1/4) increment for each full year of service
or each major fraction thereof except that no increment (or
fractional) shall be granted for service time less than ten (10)
months.

A teacher returning from leave of absence for military service
shall have retained any accumulated absence days effective at

ARTICLE XII - LEAVES OF ABSENCE WITHOUT PAY AND MATERNITY TERMINATION, (cont.)

the time the leave began.

A teacher requesting this type of leave must produce evidence to verify that such military service is necessary.

c. Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

6. Other approved reasons.

- B. The employee shall notify the building principal, in writing, of his intention to return to employment with the school district by March 1 of the year he intends to return, or ninety (90) days prior to expiration of leave, whichever occurs first.
- C. Upon receipt of notification from the employee of intent to return, a determination shall be made through line and staff if an appropriate position is available.
- D. Placement may be made in any position for which the member of personnel is qualified, but as far as possible shall approximate the position held prior to the leave being granted, or for which he may be better suited as a result of the leave.
- E. Teachers returning from leaves of absence shall have job preference over new applicants.
- F. Leaves of absence shall normally be for a period of one (1) year with the employee having the option of making application for an extension.
- G. Failure of a teacher to properly notify intended return from leave of absence may result in the forfeiture of the benefits and protections set

ARTICLE XII - LEAVES OF ABSENCE WITHOUT PAY AND MATERNITY TERMINATION, (cont.)

forth in the preceding sections of this Article.

- H. Teachers returning from leave of absence due to maternity, personal illness or injury, shall be required to present a physician's release. Such release must indicate that the teacher is physically able to perform the duties of the position to which that teacher is assigned.

ARTICLE XIII - TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly. Observations of work performance of a teacher written by an intern will not be placed in a teacher's permanent file unless it is co-signed by the administrator in charge.
- B. The Board shall maintain personnel files for each teacher as follows:
1. The superintendent will keep an up-to-date file with respect to contractual data, tenure status, educational records and other information of a similar nature.
 2. The building principal will keep an up-to-date file with respect to:
 - a. Records of a positive nature, including supervisory reports, memos, and letters to the employee, plus other miscellaneous evidence of successful service.
 - b. Records of unsatisfactory performance which may lead to demotion, suspension, dismissal, or denial of leave-of-absence request should be specific in content, signed by the administrator, with a copy furnished to the employee.

ARTICLE XIII - TEACHER EVALUATION, (cont.)

The employee shall:

1. Acknowledge receipt of the report in writing,
 2. React to the report in writing,
 3. Send a copy of his acknowledgement and receipt to the administrator.
- C. Probationary teachers shall be evaluated once each semester.
- D. Tenure teachers shall be evaluated once every two years.
- E. Two (2) copies of the written evaluation shall be submitted to the teacher. One copy to be signed and returned to the administrator involved and the other copy for the teacher. The teacher may add a written response to the evaluation.

ARTICLE XIV - PROFESSIONAL BEHAVIOR

- A. Teachers shall be responsible for furnishing information requested by administration. This shall include items such as:
1. Proof of freedom from communicable disease as required by Michigan law.
 2. Medical examinations. See Policies and Procedures, Section 1, page 13.
 3. The return of teacher contracts and/or riders on or before the date or dates specified after ratification of Professional Agreement.
 4. Adequate written records of student performance and behavior.
 5. Adequate daily lesson plans.
 6. Up-to-date transcripts and records of educational preparation.
- B. The Board recognizes the Code of Ethics of the Michigan Education

ARTICLE XIV - PROFESSIONAL BEHAVIOR

Association as a guide to acceptable criteria for professional behavior.

- C. In cases involving serious or repeated breaches of discipline, failure to fulfill teacher responsibilities, violation of this contract, or policies and procedures of the Board of Education, the administration shall enlist the services of Association (Ethics Committee) to seek a solution. Such solution may be a written reprimand or suspension with loss of pay.

(See Appendix for Ethics Committee)

- D. Teacher absence shall be limited to those days which qualify under provisions in Article X, "Illness, Injury, Emergency, or Business Leave Days." Failure to report for work for any other reason shall be considered a serious breach of contract and subject to action up to and including dismissal. It is agreed that teaching is a full-time position and requires the full energies and attention of the teacher.

- E. The Board has the right to invoke above disciplinary action without the approval of the Association Ethics Committee but understands that such cases could result in a grievance proceeding initiated by the person concerned.

F. Academic Freedom

The Board recognizes the educational profession's right and responsibility to insist that children must be free to learn and teachers free to teach provided that:

1. The teacher must be acting within his assigned area in accordance with approved courses of study,
2. The principal may review the content and methodology of any class.

ARTICLE XIV - PROFESSIONAL BEHAVIOR, (cont.)

3. The teacher exercise responsibility and prudence,
4. The teacher does not exploit the professional relationship with the student,
5. The student is encouraged to study varying points of view and to form his own judgment.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

- A. The Board agrees to continue to provide for the expenses of teachers who participate in administratively approved conferences and trips as specified in Policies and Procedures, Section 1, page 21.
- B. The Board agrees to continue to provide for the continued education of teachers where needed to meet the needs of the school district as specified in Policies and Procedures, Section 1, page 11.

ARTICLE XVI - REDUCTION OF PERSONNEL

- A. Should a change in student population or other conditions warrant a reduction in staff, the Board will retain as nearly as possible, those tenure teachers with valid certification having the longest service in the district.

The Association and Board will use their best efforts to assist teachers who have been released for lack of work, find employment in adjacent districts.
- B. Should conditions leading to reduction in staff be reversed, and the Board find it necessary to increase staff, then those tenure teachers who were released shall have preference over new applicants.

ARTICLE XVII - SCHOOL CALENDAR

- A. The school calendar will be renegotiated each year of this contract prior to April 1 of each year, provided subsequent legislation or State Board of Education rulings do not jeopardize any aspect of the Fitzgerald Public Schools. In such case the calendar shall be renegotiated.

ARTICLE XVIII - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A-1 which is attached to and incorporated in this Agreement.
- B. Retirement age for teachers shall be sixty-two (62) years of age except that the Board of Education may grant an extension of service on an annual basis upon the recommendation of the superintendent of schools.

All teachers, age 62 or above, are to be notified by the superintendent of their retirement status for the following school year no later than the end of the first semester.

An employee may work through the school year in which age sixty-two (62) is attained without benefit of an extension. In no case shall the employee be granted an extension for service beyond the school year in which age sixty-five (65) is attained.

- C. For services rendered to the school district, a terminal leave payment of thirty dollars (\$30) per year of service in the district will be paid upon retirement as specified in "Michigan Public School Employees Retirement System."
- D. For teachers with less than full-time assignments, salaries and all

ARTICLE XVIII - PROFESSIONAL COMPENSATION, (cont.)

fringe benefits shall be pro-rated.

ARTICLE XIX - INSURANCE PROTECTION

- A. The Board shall make available and pay the premium for Blue Cross-Blue Shield Master Medical health insurance coverage for all teachers. Improved coverage (available approximately 10-1-70) shall include additional riders as agreed.
- B. The Board shall provide and pay the premiums for group term life insurance in the amount of \$6,000 with additional \$6,000 accidental death and dismemberment benefit for all teachers.
- C. Insurance benefits provided in items A and B of this Article shall expire when an employee has exhausted his personal absence day accumulation except that such insurance premiums shall be paid by the Board one additional month for each year of service in the Fitzgerald Public Schools.
- D. For teachers terminating employment for any reason, (including leaves of absence), the Board shall pay the insurance protection premiums as provided for in this Article as follows:
 - 1. When termination of employment occurs during the school year, premiums shall be paid up to but not beyond the end of the month of termination of employment,
 - 2. When termination of employment occurs at the end of the school year, premiums will be paid up to but not beyond June 30 of that year. Any termination, which in effect prevents a teacher from

ARTICLE XIX - INSURANCE PROTECTION, (cont.)

serving the succeeding school year, shall be interpreted as a year-end termination as of June 30 of that year.

- E. A teacher wishing to continue any insurance coverage following termination must contact the carrier to make such arrangements.

ARTICLE XX - SPECIAL TEACHING ASSIGNMENTS

- A. Summer School - teacher selection, etc.

Refer to Policies and Procedures, Section 1, page 25.

- B. Supervising teachers (student teacher training program)

1. Any payment by colleges for supervising teachers shall be made directly to the teacher.
2. Student teachers will be assigned to tenure teachers except in extraordinary cases. All student teacher assignments shall be made with approval of the administrator in charge.

ARTICLE XX - SPECIAL TEACHING ASSIGNMENTS, (cont.)

3. The role of supervising teacher shall be voluntary.
 4. Supervising teacher will not be required to substitute in any other classroom during his regularly scheduled class assignment.
- C. Substitute teaching or sharing an assignment by regular staff. The Board agrees to make every effort to hire a substitute teacher for each case of classroom and/or special teacher absence. In the event a teacher is called upon to share the load of a teacher for whom a suitable substitute could not be obtained, then it shall be the intent of the Board to relieve that teacher at the earliest opportunity but not later than the close of the school year. This provision of relief shall not be interpreted to apply to a secondary teacher whose weighed load is "special substitute."
- D. Adult Education
1. Teachers regularly employed in the Fitzgerald Public Schools will have preference over out-of-district teachers when a position is determined open.
 2. The adult education director shall make the final determination in hiring teachers for this program.

ARTICLE XXI - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Student Discipline

Each teacher shall recognize his responsibility for the effective control and management of student behavior in the classroom. He shall recognize that effective teaching is the first line of defense in the prevention of discipline problems. Procedures for student discipline are contained in Article V of Policies and Procedures of the Board.

ARTICLE XXI - STUDENT DISCIPLINE, (cont.)

B. Teacher Protection

1. In cases involving a parental complaint against a teacher, where the teacher is requested to report to the police department or to the court, the principal should immediately notify the superintendent, who will then notify legal counsel so that legal counsel can be present to defend the teacher or employee.
2. In cases involving assault, blasphemy, etc., on the part of a parent or outsider against a teacher, the school principal should immediately contact the police department. The teacher may file a complaint against such offender. Following this, a written report should be made of the incident, and two (2) copies sent to the superintendent. The superintendent will keep one on file and send a copy to legal counsel for his records.
3. Absence from teaching duties resulting from Item B-1 of this Article shall not be charged to the teacher's accumulation of absence days.
4. Teachers shall exercise reasonable care with respect to the safety of pupils and property, as outlined by administration, but shall not be individually liable for any damage or loss to person or property except in the case of negligence or neglect of duty.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher, or the Association, having a complaint or dispute resulting from an interpretation or application of this Agreement or of the policies

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE, (cont.)

and procedures of the Board, shall use the following procedure in pursuit of settlement of such complaint or dispute hereinafter referred to as a grievance.

All time limits are working days and are to be computed from the day the prior step was completed. At any point or step in the procedure where the teacher and the Association are satisfied with the results or action taken, the grievance shall be considered settled. Such satisfaction at any point shall be indicated by the teacher and the Association.

Step 1. The teacher shall have verbal discussion with the proper administrator involved and/or the building principal. Such discussion shall take place within five (5) days of occurrence or knowledge of occurrence of such a grievance.

Step 2. The teacher shall present his grievance, in writing, within five (5) days, to the Association who will decide whether or not a grievance is justifiable. (Forms provided by the Association.)

Step 3. In the event the grievance is deemed justifiable, the Association shall furnish the principal a copy within five (5) days.

Step 4. The principal, grievance committee, and teacher (optional) shall meet within five (5) days. The principal shall give his decision, in writing, within two (2) days, to the chairman of the grievance committee. The chairman shall respond to the principal within two (2) days expressing satisfaction or desire

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE, (cont.)

to proceed to the next step.

Step 4a. (Only in cases involving an elementary teacher as the grievant.)

The elementary supervisor, grievance committee, and teacher (optional) shall meet within five (5) days. The elementary supervisor shall give his decision, in writing, to the chairman within two (2) days. The chairman shall respond, in writing, to the elementary supervisor within two (2) days expressing satisfaction or desire to proceed to the next step.

Step 5. The superintendent, grievance committee, and teacher (optional)

shall meet within seven (7) days. The superintendent will give his decision, in writing, within two (2) days to the chairman.

The chairman shall respond within two (2) days indicating satisfaction or desire to proceed to the next step.

Step 6. The Board of Education, administration, grievance committee

and teacher (optional) shall review the grievance at the next regular or special meeting of the Board of Education. The Board decision to the grievance committee within five (5) days.

Step 7. Arbitration

In the event that a grievance cannot be resolved at Step 6 of the grievance procedure, then such grievance arising out of or relating to the interpretation or the application of this agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's decision as final

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE, (cont.)

and binding upon them. Notification of intent to use arbitration must be filed with the other party within thirty (30) days.

The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this agreement

Each party will bear the full costs for its side of the arbitration and will pay for one-half of the costs of the arbitrator.

- B. Time limits indicated shall be observed by the Board and the Association. An extension of time may be granted to either party upon mutual agreement.
- C. The responsibility for calling meetings will rest with the administration.
- D. The grievance committee shall consist of not more than three (3) members of the Association. Exceptions to the size of the committee shall be by mutual agreement.
- E. The administrator involved at any step may have two (2) additional participants to assist in discussion. Exceptions to increase the number of administrators shall be by mutual agreement.
- F. When the number of teachers involved in any grievance is more than one, the number of teachers involved in any meeting shall be mutually agreed upon but shall generally not exceed three (3) teachers.
- G. The Association agrees not to use the strike as defined under Public Act 379 in settling disputes that arise under any article of this agreement.
- H. Any teacher may seek a solution or adjustment to a grievance without intervention by the Association using the procedure outlined in Policies and Procedures. Teachers using this procedure must notify the Association

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE, (cont.)

giving them an opportunity to be present.

ARTICLE XXIII - NEGOTIATION PROCEDURES

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be empowered with all necessary authority to make proposals, to consider proposals, and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Mediation Board.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

- A. Absence days with pay not chargeable against the teacher's allowance shall be granted for attendance at, or participation in, state, regional, or national meetings of the Association not to exceed a maximum of twenty (20) absence days per school year. Requests for the use of such days shall be made on the regular school approved trip form.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS, (cont.)

- C. There shall be no reprisals for past actions taken by the Association prior to the effective date of this Agreement.
- D. Individual teacher contracts will be subject to and consistent with the terms of this Agreement.

ARTICLE XXV - DURATION OF AGREEMENT

- A. The negotiating representatives of the Board and the Association agree to meet at least twice during each year of this Agreement.
 - 1. These meetings will be held on or about the tenth (10th) and twenty-fifth (25th) week of the school year.
 - 2. The purpose of these meetings will be to discuss the administration of this contract and any resulting problems. Either party may express concerns and any non-economic item may be reopened by mutual agreement. Any change or amendment to this Agreement shall be subject to ratification by the Board and Association before becoming effective.
- B. Agreement is effective July 1, 1970 and will continue in effect for two (2) years until June 30, 1972, except the Teacher Salary Schedule (Appendix A-1) will be subject to negotiations for 1971-72. All other economic items to be opened by mutual consent. In the event the teacher salary schedule, 1971-72, is not agreed upon by August 1, 1971, the entire contract becomes void August 2, 1971 and subject to negotiations.

APPENDIX A-1

Teachers' Salary Schedule 1970-71

Step	BA Index	BA Schedule	MA Index	MA Schedule	Ed Spec Index	Ed Spec Schedule	PhD Index	PhD Schedule
1	1.00	8,000	1.07	8,560	1.12500	9,000	1.1875	9,500
2	1.04	8,320	1.11	8,880	1.21375	9,710	1.27625	10,210
3	1.10	8,800	1.19	9,520	1.30250	10,420	1.36500	10,920
4	1.17	9,360	1.27	10,160	1.39125	11,130	1.45375	11,630
5	1.24	9,920	1.36	10,880	1.48000	11,840	1.54250	12,340
6	1.31	10,480	1.46	11,680	1.56875	12,550	1.63125	13,050
7	1.37	10,960	1.56	12,480	1.65750	13,260	1.72000	13,760
8	1.44	11,520	1.66	13,280	1.74625	13,970	1.80875	14,470
9	1.53	12,240	1.76	14,080	1.83500	14,680	1.89750	15,180
10	1.625	13,000	1.86	14,880	1.92375	15,390	1.98625	15,890
11			1.95	15,600	2.01250	16,100	2.0750	16,600

**ED. SPEC. AND PH. D SCHEDULES INCLUDE THE CREDIT FOR ALL HOURS BEYOND THE MA DEGREE. TO QUALIFY FOR ED. SPEC. OR PH. D. SCHEDULES THE DEGREE MUST BE EARNED IN TEACHING FIELD TO WHICH THE TEACHER IS ASSIGNED.

Teachers not at maximum whose outside experience credit was paid at a lower rate than presently in effect, will receive a salary adjustment up to, but not to exceed, \$150 per teacher.

-
- Teachers with Fitzgerald experience on a fractional basis will have their experience rounded off to the highest quarter step in all but their first school year.
 - New teachers will be granted a full step for each year of teaching experience outside Fitzgerald - maximum of three (3) increments or placement on the fourth step.
 - New teachers will receive credit for military service at the rate of 1/4 increment for each year of experience.
 - Teachers will receive credit for vocational experience at the rate of 1/4 increment for each year of work experience which is accepted for vocational certification.
 - The maximum combination of credit for teaching, military and vocational experience shall not exceed three (3) increments or placement on the fourth step.
 - Teachers presently in this system will be placed on the proper step according to their number of years of teaching at Fitzgerald. Credit for outside experience will be added to this figure.

APPENDIX A-1

7. The following definitions shall apply:

- a. Base pay - equals teachers step for current year on salary schedule which includes extra hours of teacher training, credit for military experience, credit for work experience and credit for outside teaching experience.
- b. Contractual pay - includes base pay plus additional directly related to primary assignment.

8. Additional salary allowance.

- a. Additional salary allowance for all certificated personnel in the amount of \$40 for each block of four semester hours of approved credit beyond the bachelor's degree shall be granted, provided that no credit be allowed for those hours required by Michigan law for permanent certification; and provided further that each course to be used in this plan have approval of the superintendent of schools.
- b. To be eligible for payment, teachers must submit evidence of additional hours of credit (grade cards or transcript) as follows:

on or before October 15 to receive full payment or,

on or before March 15 to receive one-half (1/2) payment.

Teachers would receive such payment in one pay period at the end of the school year.

- c. No credit to be granted for under-grad hours without prior approval of the superintendent. Teacher is to fill out form describing course and giving reason for taking the course. Superintendent to give decision prior to course work.
- d. Pay for credit hours which apply to professions other than education (law, architecture, medicine, etc.). The amount of credit to be granted for courses taken which apply to non-educational professions to be determined by the review committee on an individual basis. Consideration would be given to the following:
 1. Current teaching assignment of the requesting teacher.
 2. The general intent of professional development of requesting teacher (working toward law degree, etc.)

- e. Review committee composed of FEA and administration to meet on any controversial cases involving pay for extra hours and arrive at mutually agreeable decision.
- 9. Advancement on the salary schedule for degrees earned during the work year (requirements completed) shall be pro-rated as follows:

$$\frac{\text{weeks remaining} \times \text{salary differential}}{41}$$

APPENDIX A-2

Salaries, Summer School Teachers

<u>Step</u>	<u>Hourly Pay</u>	<u>Step</u>	<u>Hourly Pay</u>
1	\$5.30	5	\$6.30
2	5.55	6	6.55
3	5.80	7	6.80 maximum
4	6.05		

Step on schedule to be determined by the number of years teaching experience, not summer school teaching experience.

APPENDIX A-3

Salaries, After-School Intramural Supervision

- 1. Elementary athletics \$4.00 per hour
- 2. Junior high school swimming \$4.00 per hour

APPENDIX A-4

Salaries, Summer Curriculum Study

Teachers shall be paid at the rate of \$5.50 per hour.

APPENDIX A-5

Longevity

Teachers with fifteen (15) years of Fitzgerald teaching experience shall be paid, starting with their sixteenth (16th) year, at the following rates:

Bachelor degrees,	\$240
Master degrees,	\$265

Teachers completing the fifteenth (15th) year of teaching during a current school year will be paid longevity on a prorated basis to the nearest quarter step.

APPENDIX A-6

Salaries Coaching

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Head Football	1200	1400	1600	1800
Asst. Football	600	800	1000	1200
Head Res & H. Freshman	500	650	800	950
Asst. Res & Freshman	450	600	750	900
Jr. High	350	450	550	700
Head Basketball	1200	1400	1600	1800
Reserve	600	800	1000	1200
Freshman	450	600	750	900
Jr. High	400	500	600	750
Head Swimming	830	1045	1260	1500
Junior High	350	450	550	700
Head Wrestling	830	1045	1260	1500
Reserve	500	650	800	950
Head Baseball	750	900	1050	1250
Reserve	400	500	600	750
Junior High	300	400	500	650
Cross Country	450	600	750	900
Track Head	750	900	1050	1250
Reserve	400	500	600	750
Junior High	300	400	500	650
Tennis	450	600	750	900

APPENDIX A-6, Salaries, Coaching (cont.)

	Step 1	Step 2	Step 3	Step 4
Senior High Cheerleader	350	450	550	650
Junior High Cheerleader	250	325	400	500
Girls' Varsity Softball	300	400	500	600
Head G. A. A.	300	375	450	550
Assistant G. A. A.	250	325	400	500

1. Step on schedule to be determined by the number of years of coaching experience in that sport only.
2. Credit for coaching experience outside the Fitzgerald Public Schools shall be allowed up to Step 3.

APPENDIX A-7

Salaries, Summer Driver Education

Teachers shall be paid 1/8 of their base salary for teaching summer driver education.

APPENDIX A-8

Staff members will be paid according to the following schedule:

Faculty Counselor:

1st year	\$200 per week
2nd year	\$225 per week
3rd year	\$250 per week
4th year	\$275 per week

Director:

\$325 per week

APPENDIX A-9

Salaries, Special Cases

Athletic Co-ordinator (junior high)	\$550
Audio-Visual Aids, Consultant	400
Auditorium Coordinator	300
Class Sponsor (Senior)	850
Class Sponsor (Junior)	550
Class Sponsor (Sophomore)	375
Class Sponsor (Freshman)	225
Co-ordinator, Distributive	700
Co-ordinator, Office	700
Co-ordinator, Trade and Industry	700
Counselor, Senior High	825
Counselor, Junior High	825
Counselor, Elementary	825
Debate Coach	500
Dramatics Director	600
Forensics Director	300
Music:	
Senior High Band Director	600
Junior High Band Director	200
Honors Band Director (Elementary) (1)	200
Senior High Vocal Director	500
Junior High Vocal Director	200
Elementary Vocal Director (4)	175
Reading Clinician (2)	425
Remedial Reading Teacher (Elementary) (1)	425
Remedial Reading Teacher (High School)	250
Safety Patrol Sponsor (4)	300
Service Squad Sponsor (4)	175
Special Education Teachers	425
(Type A, Type C, Learning Disabilities, TCPH, etc.)	

APPENDIX A-10

Salaries, Elementary Grade Chairman

Per teacher in grade in building	\$ 35.00
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APPENDIX A-11

Salaries, Departmental ChairmenK-12

Audio-Visual -----	\$770.00
Music -----	550.00

Senior High School

Art -----	770.00
Business Education-----	770.00
Counseling and Guidance -----	660.00
Driver Education -----	330.00
English -----	770.00
Foreign Language -----	330.00
Home Economics -----	550.00
Industrial Education-----	770.00
Librarian, Head (not dept. chairman) -----	220.00
Mathematics -----	550.00
Physical Education - Boys -----	440.00
Physical Education - Girls -----	220.00
Science -----	770.00
Social Studies -----	770.00
Special Education, Junior Senior High School -----	330.00

Junior High School

Art -----	440.00
Counseling and Guidance -----	330.00
Home Economics -----	220.00
Industrial Arts -----	440.00
Language Arts -----	550.00
Librarian, Head (not dept. chairman) -----	220.00
Mathematics-----	440.00
Physical Education-----	220.00
Science -----	660.00
Social Studies -----	440.00

APPENDIX A-12

Salaries, Chaperon

Senior High Dances -----	\$15.00
Varsity Football and Basketball Games -----	15.00
Junior High Basketball Games, away -----	15.00
Safety Patrol to baseball, basketball and football games if planed on Saturday or evening -----	15.00
Field trips and shows and performances on Saturday or evening if they are specified as educational instead of plain entertainment -----	15.00
Elementary trip to Bob-Lo -----	15.00
Evening concerts and performances by elementary students -----	10.00
All other events -----	10.00

APPENDIX A-13

Salaries, Club Sponsors

1. Sponsors of approved clubs will receive a minimum of \$50.00 per year.
2. Additional monies will be provided based on the amount of time a sponsor must spend on club activities as evaluated by administration.

APPENDIX A-14

Salaries, Vocationally Certified Teachers

Payment of additional salary for vocationally certified teachers will be made subject to the following conditions:

1. Teacher must have a valid Michigan vocational certificate.
2. Teacher must be teaching in the area of competency covered by the certificate.
3. Payment will be made for approved vocational experience as follows:
 - a. Related subject teachers (1 year work experience) \$150.00 maximum
 - b. Business teachers and co-op coordinators
(2 years work experience) \$275.00 maximum
 - c. Trades and Industry teachers (3 year's work
(experience) \$400.00 maximum

APPENDIX B

Committees, Ethics

The Ethics Committee, referred to in Article XIV, "Professional Behavior," shall be composed of membership provided by the Association.

APPENDIX C

Mail Procedure

To facilitate the distribution of material by the Association to its membership, the following procedure shall be used:

1. The Association shall furnish the superintendent's secretary with eight (8) copies of the material to be distributed. The secretary shall obtain the approval or disapproval and so stamp the seven (7) copies which shall then be returned to the Association.
2. The Association shall attach one of the approved copies to each bundle of material to be delivered to the various buildings in the district.
3. Building principals will instruct office personnel that upon receipt of materials they are to be placed in teacher mail boxes without delay.

The Association shall be responsible for supplying the superintendent's office with such materials no later than 10:00 a. m. on the day of desired distribution.

Administrative approval shall be by the superintendent. In his absence, approval shall be by his delegated officer.

The following information concerning teacher certification is being made available as a service to teachers. It is not a part of the professional agreement.

TEACHING CERTIFICATES, as affected by Rules Governing the Certification of Michigan Teachers, by the authority of Act 287 of the Public Acts of 1964. Effective July 1, 1967.

Provisional Certificates granted through June 30, 1970

Provisional certificates granted through June 30, 1970, may be converted to a PERMANENT certificate within a five year period, and during that period the individual must teach a minimum of three (3) years and earn an additional ten (10) semester hours of college credit. In all cases it shall be mandatory for all provisional certificates issued prior to June 30, 1970, to be converted to permanent certificates on or before June 30, 1976. Any individual not completing requirements by that time will have to meet ALL requirements of the revised certification code which calls for under-grad major of at least thirty (30) semester hours or a group major of thirty-six (36) semester hours, and a planned program of twenty (20) semester hours in other substantive field deemed appropriate to education; or three minors each of at least twenty (20) semester hours, two of which shall be in substantive fields which could include a group minor of twenty-four (24) semester hours, and one of which may be a planned program of twenty (20) semester hours in a combination of methods and content appropriate to education.

Provisional Certificates granted on or after July 1, 1970

Provisional certificates granted on or after July 1, 1970, may be converted to a CONTINUING certificate within a six year period, and during the period the individual must teach a minimum of three (3) years and earn an additional eighteen (18) semester hours in a planned course of study beyond the bachelor's degree. This advanced course of study must be applicable to the applicant's professional development, as determined by the State Board of Education upon recommendation of the sponsoring institution and, if appropriate, the local school district.

In all cases the sponsoring institution (college where teaching certificate was earned shall make recommendation concerning the certificate.

Specific Requirements for the State Elementary or Secondary Thirty-Hour Continuing Certificate

A. Minimum Requirements

The elementary or secondary continuing certificate shall be issued to a candidate who has met the following requirements:

1. Has taught successfully for three years, under the terms of his provisional, continuing or permanent certificate as determined by the State Board of Education upon recommendation of the sponsoring institution and the local school district.
2. Has presented evidence that he has completed thirty (30) semester hours in a planned course of study beyond the bachelors degree or that he holds a master's degree. This advanced course of study must be applicable to the applicant's professional development and must consist of a planned program contributing specifically to his professional improvement as determined by the State Board of Education upon the recommendation of the sponsoring institution and the local school district.
3. The sponsoring institution shall make recommendation concerning the certificate.

B. Validity

Elementary and secondary continuing certificates are valid for teaching in the grades and subjects specified on the certificates.

C. Terms of Issuance

This certificate is not required but is available to the teacher who qualifies and requests such certificate.

ALL PREVIOUSLY ISSUED CERTIFICATES SHALL RETAIN THEIR ORIGINAL DESIGNATION AND VALIDITY. ALL PERMANENT CERTIFICATES SHALL CONTINUE AS PERMANENT CERTIFICATES.

Both PERMANENT and CONTINUING certificates can expire if a teacher does not teach for a five year period. If the teacher has a master's degree, the certificate may be revalidated by applying to the State Board of Education. However, if the teacher has only a bachelor's degree, he must contact his sponsoring institution to learn of their requirements (six semester hours for a permanent - new code does not yet include requirements for continuing certificate) for revalidation of certificate.

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6				10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25			28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23			26
27						

JANUARY

S	M	T	W	T	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		30
31						

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8		10
11						17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14			17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Teachers In



School Out



Months	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	TOTAL
Students	15	22	19	17	19	20	23	16	20	10	181
Teachers	17	22	19	17	20	20	23	16	20	12	186

FITZGERALD PUBLIC SCHOOLS
Calendar 1970-71

Thursday, September 3, 1970 -- new teacher orientation one (1) day only

Monday, September 7, 1970 -- Labor Day

Tuesday, September 8, 1970 -- staff meetings and preparation

Wednesday, September 9, 1970 -- student registration, meetings and preparation

Thursday, September 10, 1970 -- classes in all schools

Wednesday, November 25, 1970 -- Thanksgiving recess (schools close end of day)

Monday, November 30, 1970 -- schools re-open (classes all day)

Wednesday, December 23, 1970 -- Christmas recess (schools close end of day)

Monday, January 4, 1971 -- schools re-open (classes all day)

Wednesday, January 27, 1971 -- semester final exams -- secondary schools

Thursday, January 28, 1971 -- semester final exams -- secondary schools

Friday, January 29, 1971 -- records day -- all schools -- semester ends

Thursday, April 8, 1971 -- Easter recess (schools close end of day)

Monday, April 19, 1971 -- schools re-open (classes all day)

Monday, May 31, 1971 -- Memorial Day (all schools closed)

Friday, June 11, 1971 -- semester final exams -- secondary schools

Monday, June 14, 1971 -- semester final exams -- secondary schools

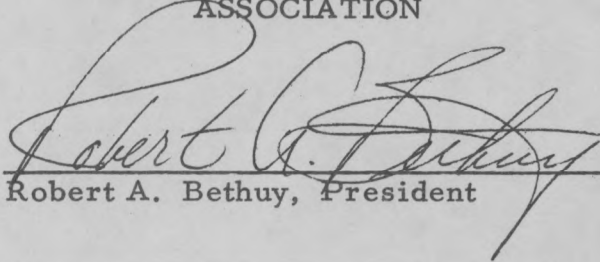
Tuesday, June 15, 1971 -- records day (all schools closed)

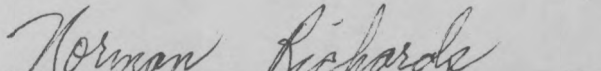
Wednesday, June 16, 1971 -- records day and staff meetings -- semester ends

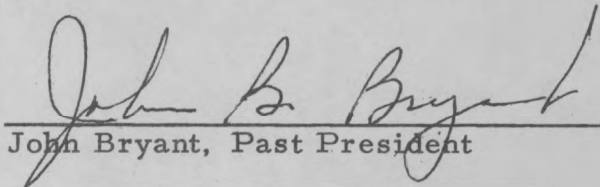
In witness whereof, the parties hereto have set forth their hands

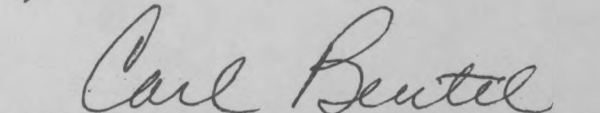
this 8th day of September, 1970.

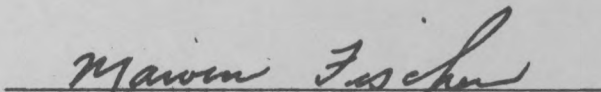
FITZGERALD EDUCATION
ASSOCIATION

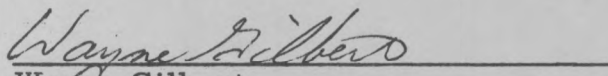

Robert A. Bethuy, President


Norman Richards, President-elect

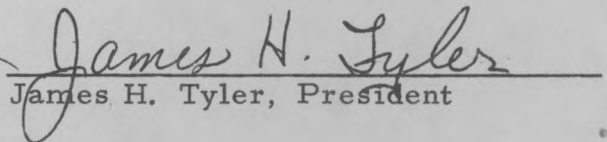

John Bryant, Past President

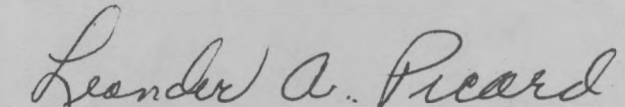

Carl Beutel, Treasurer

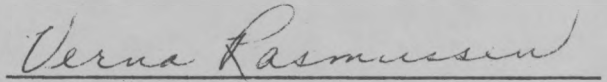

Marvin Fischer

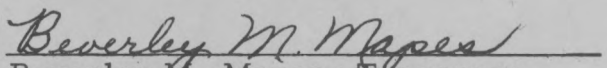

Wayne Gilbert

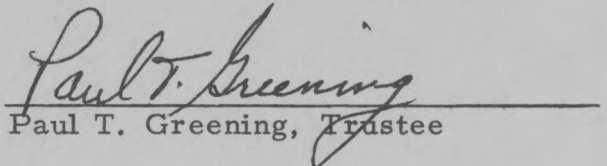
FITZGERALD BOARD OF
EDUCATION

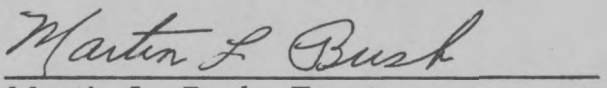

James H. Tyler, President

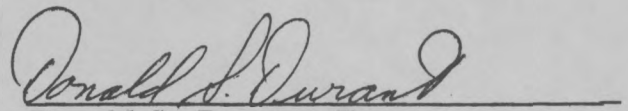

Leander A. Picard, Vice-President


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Beverley M. Mapes, Treasurer


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