

8/31/97

COLLECTIVE BARGAINING AGREEMENT

between

FITZGERALD BOARD OF EDUCATION

and

FEA/MEA-NEA

1994 - 1997

Fitzgerald Public Schools

**Fitzgerald Public Schools
23200 Ryan Road
Warren, Michigan 48091**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FEA/MEA-NEA

AND

FITZGERALD BOARD OF EDUCATION

This Agreement entered into this 18th day of August, 1994, by and between the BOARD OF EDUCATION of the FITZGERALD PUBLIC SCHOOLS, COUNTY OF MACOMB, MICHIGAN, hereinafter called the "Board" and FEA/MEA-NEA, hereinafter called the "Association."

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of ACT 379 Public Acts of 1965 for all instructional personnel employed by Fitzgerald Public Schools including counselors, coordinators, department and grade chairman, school psychological examiner, school social workers, and resource teachers, but excluding the Superintendent, Assistant Superintendents, Supervisor of Instruction, Director of Curriculum and Instruction, Principals, Assistant Principals, Director of Athletics, Director of Vocational Education, Director of Adult Education, Director of Publications, Director of Special Education, Administrative Intern, and substitutes except as provided in Article 12, 12.5.
- 1.2 The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above and reference to male teachers shall include female teachers.
- 1.3 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.
- 1.4 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

- 1.5 This Agreement 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.
- 1.6 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.
- 1.7 If any provisions of the Agreement or any application of the Agreement to any employee or 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.

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

2.1 Membership

- .1 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 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 upon written request from the Association, 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 expiration of the thirty (30) day period and the request of the Association as heretofore mentioned.
- .2 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, 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 2, Section 2.1, 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 identify 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 2, Section 2.1.

- .3 No teacher shall be prevented from wearing insignia, pins, or other identification of membership in his/her organization either on or off school premises.
 - .4 The Board shall not discriminate against any teacher because of his/her membership in the Association or the institution of any grievance.
- 2.2 The Association, upon written request, shall have the right to use school building facilities for meetings at all reasonable non-teaching 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 all Association communiques be approved by the acting Association president and that packets of such communications be accompanied by evidence of such approval, with instruction for distribution, and delivered to the building principal's secretary for insertion into the mailboxes.
 - .2 That articles of a controversial or inflammatory nature not be sent through the interschool mail or placed in school mailboxes.
- 2.3 The Board agrees to furnish the Association, upon request monthly, a copy of the Financial Report.
- 2.4 The Board guarantees the right of each teacher to know what is in his/her personnel file. Each teacher shall be able to examine, upon request, the contents of his/her file with the administrative supervisor. The teacher has the option of having an Association representative present.
- 2.5 The Board agrees to furnish, upon written request of the Association, the information necessary for the processing of a grievance. Requests for materials from a teacher's file will be accompanied by written consent of the teacher.
- 2.6 The Board agrees that equitable and nondiscriminatory treatment shall be afforded all teachers in accordance with this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.0 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 4 - STUDENT DISCIPLINE AND TEACHER PROTECTION

4.1 Student Discipline

- .1 Each teacher recognizes his/her responsibility for the effective control and management of the teacher's classroom. It is recognized that effective teaching is the first line of defense in the prevention of discipline problems. The Board recognizes that it is the responsibility of the administrative staff to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The administrative staff shall give such assistance when requested by the teacher, provided the teacher has complied with the student discipline policies and procedures of the Board.
- .2 Whenever it appears, in the professional judgment of the teacher, that a particular student requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher shall initiate a written referral and the administration will take steps to relieve the teacher of responsibilities with respect to said student. The teacher may be required to submit a written report of the facts and reasons for such action and, if deemed necessary by the administration, may be required to participate in a conference with the student's parents and other involved personnel.
- .3 Whenever it appears that the performance of a particular student in the classroom will impede the education of the balance of the class, the teacher may dismiss said student from that classroom. The following shall be considered justification for the removal of a student from the classroom:

-- Disruption of School

A student shall not by use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct, intentionally cause a disruption or obstruction of any function of the school or the classes or activities therein. Neither shall he engage in such conduct if a disruption or obstruction is reasonably certain to result.

-- Repeated School Violations

A student shall not repeatedly fail to comply with directions of teachers during any period of time when he is properly under the authority of school personnel.

- .4 The teacher, when dismissing such a student from the classroom, shall direct him/her to the appropriate administrative office where he/she will be temporarily reassigned pending a review. An acknowledgement of the receipt of the student shall be made by administrative office personnel to the teacher. The teacher shall then:
 - Submit a complete written account of the facts and reasons for such action, and,
 - Participate in a conference with the student's parents and other involved personnel if deemed necessary. It is fully understood that nothing herein shall preclude or prevent the Board (through its administration) from reinstating the student in the classroom after an investigation has established the merit for such reinstatement.

4.2 Teacher Protection

- .1 In cases involving a criminal complaint on the part of a parent, student, or outsider, against the teacher in the course of his/her employment where the teacher is requested to report to the police department or the court, the principal shall immediately notify the Superintendent. In such event, the school district shall provide an attorney to represent the teacher in connection with his/her initial police department or court appearance concerning the complaint. The Association shall be notified when such an event occurs.
- .2 In cases involving assault and/or battery, etc., on the part of a parent, student, or outsider against a teacher, the school principal should immediately contact the police department. The teacher may file a complaint against such offender, and/or legal actions for injury or damages against such persons. Immediately following this, a written report should be made of the incident, including all particulars, and two (2) copies sent to the Superintendent. The Superintendent will keep one on file and send a copy to legal counsel for his/her records. The Board shall provide legal counsel, medical treatment not covered by insurance and financial remuneration for all expenses and damages incurred as the result of such cases. However, this provision is applicable only if the teacher was acting within the normal scope of the teacher's duties.
- .3 Absence from teaching duties resulting from Item 4.2.1 and 4.2.2 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.
- 4.3 The procedures and protections set forth in this Article shall apply to any teacher wherever or whenever the teacher is performing duties for the Board of Education.

ARTICLE 5 - PROFESSIONAL BEHAVIOR

- 5.1 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, in effect on November 10, 1983.
 - .3 The return of teacher contracts and/or riders on or before the date or dates specified after ratification of the Collective Bargaining 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.
 - .7 Proof of date of birth.
- 5.2 Teacher absence shall be limited to those days which qualify under provisions in Article 14, "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.
- 5.3 The Board agrees that its rules and regulations governing employee conduct will be reasonable and enforcement of discipline will be fair. No teacher shall be disciplined without just cause. Discipline shall be defined as a warning, reprimand, suspension with or without pay, demotion in rank or compensation, or disciplinary discharge.

- .1 In the event of the discharge of a tenure teacher, review of such discharge shall be exclusively pursuant to the Tenure Act provisions. Lesser disciplinary action (demotion, disciplinary layoff, or suspension without pay) shall be reviewable either pursuant to the Tenure Act provisions or through the grievance procedure, but not both. In other words, if a tenure teacher chooses to utilize the Tenure Act provisions, he/she shall not have recourse to the grievance procedure.
- .2 Any non-probationary, non-tenured member of the bargaining unit shall be allowed to pursue the applicable provisions of the grievance procedure in the event that they have been subjected to discharge or discipline.
- .3 The substantive reasons for termination of a probationary teacher or extension of the probationary period of a teacher is not subject to the grievance procedure; however, in the event the Board contemplates actions for dismissal or extension of the probationary period, the probationary employee affected shall be informed in writing and be given an opportunity for a hearing before official action is taken by the Board.

5.4 Academic Freedom

The Board recognizes the education 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/her assigned area in accordance with approved courses of study.
- .2 The teacher exercise responsibility and prudence in the use of instructional materials intended to supplement approved instructional materials.
- .3 The principal may review the content and methodology of any class.
- .4 It is the teacher's responsibility to see that conflicting points of view in a controversial issue are covered.
- .5 The teacher does not exploit the professional relationship with the student.
- .6 The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for aspects of the academic achievement of the pupil in the classroom.

ARTICLE 6 - TEACHER SUPERVISION AND EVALUATION

6.1 Supervision

- .1 All teachers shall be supervised periodically. All supervision, monitoring, and observation shall be conducted openly and observation reports filed for two purposes:
 - .11 Providing records of teacher performance,
 - .12 Providing assistance toward improvement of teacher performance where needed.
- .2 No teacher observation or evaluation shall be written by a temporary administrator.
- .3 No teacher evaluation shall be written by an administrator who has not been directly involved in the observation process.

6.2 Administrator classroom visitations may be:

- .1 Upon teacher invitation and by mutual agreement as to dates and times,
- .2 Initiated by the administrator. Classroom observation reports shall be based on observations of at least one (1) lesson or thirty (30) minutes.
- .3 A copy of all written classroom observation reports shall be furnished the teacher.

6.3 When an administrator determines that a teacher's performance will lead to a less than satisfactory evaluation, the Association will be notified in writing not less than thirty (30) days prior to the end of the school year or by June 1, whichever is earlier. Matters concerning a teacher's grooming and dress shall be consistent with current acceptable standards.

6.4 Personnel Files

- .1 The Superintendent shall 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:
 - .21 Records of a positive nature, including supervisory reports, memos, letters to the teacher, and other evidence of successful service.

- .22 Records of a negative nature, including supervisory reports, memos, letters to the teacher, and other evidence of unsatisfactory performance, which may result in disciplinary action. Such records must be specific in content, signed by the administrator, with a copy furnished to the teacher.

The teacher:

- may submit a written answer which shall be attached to the file copy of the record in question,
- shall acknowledge receipt of the item by signing one (1) copy and returning it to the administrator within ten (10) days.

The teacher shall be furnished a copy of such items placed in his/her file. When a teacher is asked to sign material placed in his/her file such signature shall only acknowledge receipt. Failure to provide such copies within ten (10) days shall mean that neither the Board nor administration shall use such materials in any proceeding against the teacher's interest, and the material shall be destroyed.

- .3 Other communications such as directives and summaries of conferences which are neither positive nor negative shall be discarded at the end of the school year.
- .31 If communications contain any negative comments, they shall be handled as outlined in section .22 above.
- .32 Letters from parents or students shall not be placed in the teacher's file.
- .4 The teacher shall receive within ten (10) days, copies of all material(s) placed in his/her file. Any material placed in a teacher's file shall be marked "personnel file." Any material(s) not entered in the teacher's file may not be used against the teacher.
- .5 Records of a negative nature will be removed from a teacher's file four (4) years after the date of entry.

6.5 Probationary teachers shall be evaluated once each semester.

6.6 The regular evaluation cycle for tenure teachers will be once every two (2) years through the sixth year, and once every three (3) years thereafter.

6.7 Two (2) copies of the written teacher evaluation shall be submitted to the teacher.

- .1 The teacher shall acknowledge receipt of the evaluation by signing one (1) copy and returning it to the evaluator within ten (10) school days.
 - .2 All formal teacher evaluations shall be completed by June 1.
- 6.8 In the event of a report or evaluation about which the teacher has concern, at the teacher's option, a conference shall be held with the administrative supervisor and a representative of the Association upon teacher request.
- .1 If that conference cannot occur within the ten (10) day time period indicated in 6.7.1, the time limit shall be extended by mutual agreement but not beyond June 30 of that year.
- 6.9 A teacher working beyond the regular school day may write a memo detailing the extra work on a form provided by administration. This form shall be placed in the teacher's file.

ARTICLE 7 - TEACHING CONDITIONS

- 7.0 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 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.
- 7.1 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 Maximum classroom sizes shall be:
 - .11 Grades Kindergarten, 1, and 2 - 28 students,
 - .12 Grades 3 through 12 - 33 students,
 - .13 The maximum number of students in a combined grade/class shall not exceed 80% of the average of the maximum contractually established enrollments in the two grade levels.
 - .14 Middle School grades 6 through 8 shall not average more than 27.5 students.
 - .2 The maximum class size may be in excess of thirty-three (33) in the areas of physical education (limited to an average of fifty (50) students per teacher per hour, and limited to fifty-five (55) middle school students per teacher per hour), vocal and instrumental music (where the facilities

permit), typing (limited to thirty-six (36) students per class), if the Board can show cause for the excess. The Association shall be notified of all excesses.

.3 The parties recognize that children who have physical, mental, and/or emotional differences require special programming and planning. When the Educational Placement and Planning Committee decides to place a student in the "least restrictive environment" (mainstreaming) for any portion of the school day, the procedure shall be:

.31 By mutual agreement between members of the Special Education Department and the administrative representative who shall consult the teacher.

.32 After the individual education plan has been completed, the receiving General Education teacher shall receive a copy of the mainstream information form before a Special Education student enters the classroom. The Special Education teacher or consultant shall have a conference with the receiving teacher no later than three (3) weeks after the arrival of the Special Education student. The conference purpose is to inform and plan with the General Education teacher so that the individual education plan can be implemented.

.33 If more than four (4) EMI, EI, or LD students shall be mainstreamed into a regular class at any one time, with the exception of vocal and instrumental music, physical education, and vocational consortium classes, the teacher will be paid at the rate of \$100 per year for each such student over four. The pay will be prorated for students mainstreamed less than the full year.

.34 Administration will attempt to assign mainstreamed students to the class with the smallest enrollment.

.4 It is the intent of the Board to make every effort to balance class size within a building and between buildings so that these standards can be maintained with due consideration given to:

.41 Ability and/or special grouping,

.42 Transportation of students,

.43 The necessity of young students having to cross main arteries of traffic,

.44 The assignment of elementary students in a family to the same building,

- .45 Total student load of teacher,
- .46 Total teaching assignment.

- .5 In certain areas of high school instruction it is agreed that maximum enrollments need to be less than the established maximum.
- .6 Notwithstanding other class size provisions which shall remain in effect, the district shall maintain a minimum district-wide ratio of 48.0 bargaining unit members per thousand students. The Association agrees to meet with the Board to discuss possible alternatives in the event the district encounters severe financial conditions.

7.2 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.

7.3 The following will be provided for the teachers listed: laboratory coats and goggles for laboratory science teachers; shop coats and goggles for vocational and industrial education teachers.

They will be worn when the appropriate activity is in progress. The above items shall be periodically repaired or replaced as wear warrants.

7.4 The administration will work cooperatively with individual building faculties through their building representatives to provide suitable refreshments for faculty use at faculty expense.

7.5 The Board shall reimburse any teacher up to two hundred fifty dollars (\$250) for the damage or destruction of clothing or personal property having a value of five dollars (\$5.00) or more. Such damage must occur within a school building or be directly related with the execution of the teacher's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the teacher. The Board shall not pay for damage or destruction of a teacher's personal property if said property can be reimbursed under the provisions of some policy of insurance other than that naming the school district insured. All personal property brought into the building needs to be reported to the principal who shall maintain a list of all property owned by the employee.

A teacher must file a claim for damaged or destroyed personal property, in writing, no later than the end of five working days after such damage or destruction occurred. The written claims will include what was damaged, amount of the damage, how it was damaged, location of the teacher's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

- 7.6 The School District is legally obligated to ensure that decisions appropriately within the province of the individual school buildings (per Board of Education and/or State determination) be made at the building level using site-based decision making that includes the participation of teachers, school administrators, parents, pupils and others in the school community.
- .1 In the event a site-based decision is in conflict with the expressed provisions of this agreement, the site-based or school improvement committee shall meet with the administration and union and attempt to resolve the matter. The contract shall prevail should an agreement not be reached.
 - .2 Service on school improvement or site-based decision making committees will be voluntary. In the event of insufficient numbers of volunteers, administration may appoint up to fifteen percent (15%) of teachers assigned to the building to serve on the committees.
- 7.7 Should Fitzgerald Public Schools become involved in public school academies all regulations set by state law will be observed, including the placement of hired teachers, into the provisions of the collective bargaining agreement.

ARTICLE 8 - TEACHER HOURS AND CLASS LOAD

8.1 Hours of employment

- .1 The length of the in-school work day will be seven (7) hours and fifteen (15) minutes.
- .2 Time beyond the in-school work day for students and/or parent conferences shall be considered a professional obligation of teachers.
- .3 Time beyond the in-school work day for building, department, and grade level meetings shall be a requirement of all teachers, and Tuesdays shall be reserved for such meetings. In the event of a conflict among such meetings, the building meeting shall take precedence, and the others shall be rescheduled as mutually agreed. No more than an average of two (2) entire staff building meetings shall be scheduled during a month unless mutually agreed upon by Administration and Union.
- .4 Attendance at one (1) Open House shall be required of all teachers. On the day of Open House school shall be dismissed one (1) hour early, and teachers may leave at that time.
- .5 Teachers who are in attendance at scheduled parent-teacher evening conferences shall be excused from work on a Friday afternoon during the next two (2) weeks.

- .6 Teachers wishing to be excused from these obligations must submit, in advance, a written request to the building principal for approval.
- .7 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.

8.2 Class Load

- .1 Each teacher with a full-time, regular classroom assignment shall be provided with not less than 400 minutes per week of planning pre and post time during a normal school week.
 - .11 Principals will make every effort to provide elementary school teachers with a planning-preparation period each day.

This may be accomplished through the use of two gym periods, one music period, one art period, and one health or library period. It is agreed that an aide can handle the library time provided the aide does not initiate skill instruction.
- .2 In those instances when during a normal school week a teacher's planning/pre and post time is less than 400 minutes minimum, the teacher shall be given relief for that amount of time represented by the minimum less the amount received.
- .3 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:
 - .31 Facilities,
 - .32 Preparation for subject,
 - .33 Transportation of supplies and materials,
 - .34 Number of students,
 - .35 Transportation between buildings.
- .4 A high school teaching assignment shall be five (5) fifty-five (55) minute class periods daily, or its equivalent, and a ten (10) minute duty per day.
- .5 A middle school teaching assignment shall be six (6) forty-five (45) minute class periods daily or its equivalent.

- .6 High school or middle school teachers having an added class assignment will be paid an additional 1/6 of their current year salary schedule step based on the 1987-88 salary schedule. Their work day will be extended by fifty-five (55) minutes to be scheduled by the building principal after consultation with the teacher. These assignments will be offered by the building principal to certified and eligible members of the department on a yearly, rotating basis according to seniority. Any teacher with an additional class in 1987-88 shall continue to be compensated at the 1987-88 amount.
- .7 During recess periods elementary teachers in those grades having scheduled recess may supervise two (2) or more classes thus allowing other teachers involved to use the time for planning.
- .8 A ten (10) minute duty per day will be assigned to approximately one-third (1/3) of the middle school teachers. The annual compensation shall be two point two percent (2.2%) of the individual teachers current year salary schedule step based on the 1987-88 salary schedule.

8.3 Lunch periods

- .1 All elementary teachers shall be provided a forty (40) minute duty-free lunch period, except that during inclement weather teachers who sign a volunteer list shall be assigned supervisory lunch duty with an additional pay of five dollars (\$5) per session.
- .2 Middle school and high school teachers shall be provided a thirty-five (35) minute, duty-free lunch period.

ARTICLE 9 - SPECIAL TEACHING ASSIGNMENTS

- 9.1 Summer School - teacher selection, etc.
Refer to Policies and Procedures in effect on November 10, 1983.
- 9.2 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.
 - .3 The role of supervising teacher shall be voluntary.
 - .4 Supervising teacher will not be required to substitute in any other classroom during his/her regularly scheduled class assignments.

9.3 When an elementary teacher is absent the following shall apply in order:

- .1 A suitable substitute shall be employed.
- .2 The principal shall request other teachers in the same grade to volunteer to have the students reassigned among them, in which event one hundred dollars (\$100) per day shall be divided equally among the teachers sharing the class.
- .3 The principal shall request volunteers from other teachers during their planning period, in which event the teacher(s) shall be reimbursed at the rate of \$22.00 per hour. This step shall not be used to fill a classroom teacher's full day schedule.
- .4 The principal shall request volunteers from among non-classroom teachers, i.e., clinicians, resource teachers, etc., in lieu of their regular assignment.
- .5 The principal shall reassign the students among other teachers in the same grade level in which event one hundred dollars (\$100) per day shall be divided equally among the teachers sharing the class.
- .6 The principal shall assign other teachers to substitute during their planning time in which event the teachers shall be reimbursed at the rate of \$22.00 per hour. This step shall not be used to fill a classroom teacher's full day schedule.
- .7 The principal shall assign substitutes from among non-classroom teachers, i.e., clinicians, resource teachers, etc., in lieu of their regular assignments. Such assignments shall be made on a rotating basis.

9.4 When a middle school or high school teacher is absent and no suitable substitute can be employed, the principal shall assign a teacher from among those teachers who are on their planning period at that time to substitute in that classroom. Such assignments will be made on a rotating basis within that group of teachers and the substitute teacher shall be paid at a rate of \$22.00 per hour.

9.5 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.

- 9.6 If a teacher is required to work prior to the first official work day or after the last official work day and is not on an extended contract, the teacher shall be paid at that teacher's contractual rate.
- 9.7 Master Teacher/Mentor is as defined and/or permitted by the State of Michigan.
- .1 Participation as a Master Teacher/Mentor shall be voluntary.
 - .2 Master Teachers/Mentors shall not be used in the evaluation process.
 - .3 Administration will determine compensation (including release time) based on duties and hours of participation. Such compensation shall not be less than:
 - One hundred fifty dollars (\$150.00) per mentor and thirty dollars (\$30.00) per probationary teacher

ARTICLE 10 - DEPARTMENT, SUBJECT, GRADE, AND K-12 CURRICULUM CHAIRPERSONS

- 10.1 Selection, term of office, and duties and functions, refer to policies and procedures in effect on November 10, 1983.
- 10.2 Compensation - see schedule Appendix A-9 or Appendix A-10 of this Agreement.
- 10.3 Duties and Functions. Department, Subject, Grade, and Curriculum Chairpersons are not to be considered supervisory personnel and are not to be assigned duties considered supervisory in nature.

ARTICLE 11 - PROFESSIONAL ASSIGNMENTS

- 11.1 The Board will continue the practice of hiring only fully certificated degree teachers. In cases where it is not possible to hire such 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.
- 11.2 Teachers shall be assigned classes within the limits of their eligibility. Exceptions to this provision shall be by mutual consent of the teacher, the Association, and the Board.
- 11.3 Teachers will be informed, in writing, of their tentative assignment for the following year one (1) week prior to the completion of the 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 or by changes in subject assignments in the high school and middle school will be notified and consulted by their principal. Such changes will be voluntary to the extent possible.

- 11.4 Any consenting teacher temporarily assigned administrative duties shall remain a member of the bargaining unit. Such a teacher shall be designated as "temporary administrator."
- 11.5 Assignments to student clubs and other student activities shall not be subject to the limits of certification and fields of study.

ARTICLE 12 - PROMOTIONS, VACANCIES, TRANSFERS

12.1 Promotions

- .1 Whenever any opening in the bargaining unit positions of counselor, coordinator, or clinician shall occur, the Board shall consider such an opening as a promotion and shall publicize it by giving written notice to the faculty through an appropriate, administrative bulletin.
- .2 In filling such an opening, the Board agrees to give due weight to the professional background and attainments of all applicants deemed qualified by the Board, the length of the time each has been employed by the school district, and other relevant factors.
- .3 Whenever any opening in an administrative position shall occur, the Board shall publish it by giving written notice to the faculty through an appropriate, administrative bulletin.
- .4 In filling such an opening the Board agrees to give due weight to the professional background and attainments of all qualified applicants, the length of time each has been employed by the school district, and other relevant factors.
- .5 The Board declares its support of a general policy of promotions from within its own teaching staff, including promotions to a supervisory and administrative level when objective and subjective qualifications are met by staff applicant(s).
- .6 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/she may have had under this Agreement prior to such transfer to supervisory or executive status.

12.2 Vacancies

- .1 Vacancy shall be defined as a new bargaining unit position or one which will be open for one (1) semester or longer as a result of a promotion, leave of absence without pay, termination, or retirement, except those positions in Section 12.1 above.
- .2 Bargaining unit vacancies shall be filled first in accordance with the procedures of Article 13. In those instances where the vacancy cannot be filled in accordance with Article 13, the following procedure shall be used to fill the vacancy:
 - .21 Vacancies shall be posted on the office bulletin board in each building, and a copy of such posting shall be provided to the Association. Positions as above described shall be posted for at least five (5) working days. Teachers applying for such positions shall submit a letter of application to the Superintendent's office. Such vacancies shall be filled on the basis of seniority and eligibility as defined within Article 13.
 - .22 When school is not in session, notice of vacancies shall be posted in the administration building and copies of such notices shall be provided to the members of the bargaining unit. Vacancies shall remain posted at least ten (10) calendar days prior to being filled.
 - .23 Bargaining unit vacancies unfilled after being posted shall be staffed by:
 - First - assigning a resource teacher eligible for the position.
 - Second - offering contractual employment to an eligible teacher currently on leave of absence without pay who wishes to return and has been notified by the Board.
 - Third - As part of the procedure of filling a vacancy by hiring a new teacher, the Board agrees to provide the Association with notice of the vacancy and to consider eligible applicants on layoff from other districts represented by the Association. Such notice is to be concurrent with the posting in the local district. The Board retains the right to make the final hiring selection.

12.3 Involuntary Transfers

- .1 Involuntary transfer shall be defined as:

- .11 Reassigning a teacher from one building to another,
 - .12 Elementary - changing a teacher's assignment from K-2 to 3-5 or vice versa,
 - .13 Middle school or high school - changing the majority of a teacher's assignment to another department(s).
 - .14 Special groups - changing a teacher's assignment to or from a special group (elementary art teachers, elementary music teachers, elementary physical education teachers, Chapter I resource teachers).
- .2 Teachers to be transferred involuntarily shall be notified of administration's intent no later than two (2) weeks before the effective date of the transfer. During this time the need for the transfer shall be discussed with the teacher(s) involved.
- .3 The determination of the teacher to be transferred involuntarily shall be made on the basis of seniority and eligibility provided that the remaining teachers are eligible to staff the existing program(s).
- .4 By March 1 of the year that the transfer took place, or any succeeding year, the reassigned teacher who is not satisfied with the transfer may, for the following school year:
- .41 Request the administration to place him/her in a vacancy that most closely resembles the assignment from which he/she was transferred, or
 - .42 Request that he/she be placed in one of three (3) teaching assignments that the teacher has determined most closely resembles the assignment from which he/she was transferred. This shall be determined by starting at the bottom of the seniority list and moving up until the three (3) teachers with similar assignment and certification and less seniority are identified. Administration will then place the teacher into one of these assignments.
 - .43 In no case, however, will a teacher be able to invoke .42 above if that placement will result in a layoff.
- .5 Should it be necessary for the teacher transferred involuntarily to obtain additional training to meet the needs of the assignment, the Board agrees to the provisions of Article 13.5
- .6 Teachers who have been involuntarily transferred (commencing with the 1979-80 school year) will be "tagged" on the seniority list for purposes

of determining eligibility to invoke this section. The tag will be removed when a voluntary transfer takes place, when the teacher requests the removal, or when the teacher is returned to a position similar to the position from which he/she was transferred, or when the teacher fails to request by March 1 of each year that the "tag" remain.

.7 Involuntary transfers shall not be made for disciplinary reasons.

12.4 Temporary Vacancy

.1 Temporary vacancy shall be defined as a vacancy which can be definitely determined to be available for a period of at least twenty (20) working days but less than one (1) semester as a result of a leave of absence without pay, termination, or retirement. Notice of termination or layoff per Article 13 does not apply to persons filling temporary vacancies.

.2 Such vacancies shall be filled by:

.21 Recalling an eligible teacher from layoff in accordance with Article 13 but exclusive of any voluntary or involuntary transfer provisions. In the application of this provision preference shall be given to those laid-off teachers who have applied for work as a substitute teacher in the district for the current year.

.22 By hiring a suitable substitute teacher.

12.5 Any substitute teacher who has served continuously in the same vacancy for sixty (60) work days in any one school year and who is properly certified and qualified shall be placed under contract on the sixty-first (61st) day in said vacancy and shall be subject to all terms and conditions of this Agreement, provided that during that period his/her service has not been interrupted by more than five (5) work days.

ARTICLE 13 - SENIORITY, LAYOFF, RECALL

13.1 Seniority

.1 Seniority shall be defined as length of service in the bargaining unit and shall accumulate from the first day the teacher reports for duty following the last date of hire. Seniority shall be expressed in years and weeks.

.2 Where there is an interruption of employment and the teacher is subsequently rehired, no seniority will be credited for prior employment except as provided otherwise in other sections of this Agreement.

- .3 Those teachers who had an interruption of employment, were rehired, and reported for duty prior to the first work day of the 1975-76 school year, shall have a seniority credit equal to the time employed from the first day of hire less the time elapsed during any interruption(s) of employment.
- .4 Time spent on leaves of absence shall not contribute to seniority except for sabbatical, teacher exchange, curriculum development training, Association, and military service leaves, as defined in Article 15 of this Agreement.
- .5 For a short-term layoff not exceeding six (6) weeks, the teacher shall continue to earn seniority credit. For a layoff in excess of six (6) weeks, the teacher's seniority will be frozen.
- .6 The bargaining unit seniority list shall be updated by March 1 of each year and copies of the list shall be provided the Association.
 - .61 The list shall include: the teacher names, Fitzgerald seniority, starting date, time deducted, tenure status, present assignment, type of certification, majors and minors, and total years of teaching experience.
 - .62 In cases where two or more teachers have the same Fitzgerald seniority, they shall be listed in order according to the total years of teaching service.
 - .63 In those cases where teachers have equal Fitzgerald seniority, additional factors shall be used as tie breakers. These shall be:
 1. Total years of teaching experience.
 2. All certificated personnel employed, on layoff, or on leave of absence shall draw or have drawn for them, a "Tie-breaking number" between "1" and "300". The number drawn becomes their permanent tie-breaking number.

Employees hired subsequent to such drawing will draw a number between "301" and "500". The number drawn will become their permanent tie-breaking number. Tie-breaking numbers will be used to determine placement on the seniority list when more than one individual has the same number of years of service. The lower the number, the greater the seniority.

Specific details of this drawing will be agreed upon by a committee of administrators and Association representatives.

13.2 Eligibility

As used in this article, eligibility shall be defined as having a valid Michigan Teaching Certificate with proper endorsements and:

- .1 In the elementary schools - for assignment in vocal music, instrumental music, art, physical education - at least a minor or its equivalent.
- .2 In the middle school -
 - .21 Effective September 1, 1985, the following will apply:
 - for assignment in vocal music, instrumental music, art, home economics, industrial education, physical education -- at least a minor or its equivalent.
 - for other assignments -- at least six (6) semester hours of college credit in the subject(s) and reasonable ability and agreement to have fifteen (15) semester hours of college credit in the subject(s) within one (1) calendar year, or has taught the subject(s) at Fitzgerald satisfactorily on a regular basis within the last five (5) years.
 - for teachers hired on or after September 1, 1985, an appropriate major or minor will be required for all middle school assignments.
 - .22 Effective September 1, 1986, the following will apply to teachers hired prior to September 1, 1985, and who are transferred to a middle school assignment:
 - for assignment in vocal music, instrumental music, art, home economics, industrial education, physical education -- at least a minor, or its equivalent.
 - for other assignments -- at least nine (9) semester hours of college credit in the subject(s) and reasonable ability and agreement to have fifteen (15) semester hours of college credit in the subject(s) within one (1) calendar year, or has taught the subject(s) at Fitzgerald satisfactorily on a regular basis within the last five (5) years.
- .3 In the high school -
 - an appropriate major or minor, and,

- course work as indicated by the North Central Association for the teaching assignment, or reasonable ability and agreement to complete such course work within one (1) year.

13.3 Layoff

In the event of a general cutback or reduction of teachers as a result of a decrease or shift in student population, or reduction in ability of the Board to finance programs, the Board may use layoffs to effect such reductions.

- .1 Layoffs shall be made according to the following sequence:
 - .11 Probationary teachers will be laid off provided there are properly certificated, eligible teachers to replace them.
 - .12 If further layoffs are necessary, then tenure teachers will be laid off according to seniority and eligibility provided there are eligible teachers to replace them.

- .2 The Association shall be notified if layoffs are contemplated as part of staff reduction for the next school year and shall be afforded the opportunity to discuss the contemplated layoffs. Such notice shall occur prior to official Board action on the layoffs but not later than April 1 of the current school year. As soon as the names of teachers to be laid off are known, the listing shall be given to the Association. This communication shall take place before any contact regarding layoff is made with individual teachers. Teachers to be laid off under this provision shall be notified no later than the Friday after the third Thursday in May.

Should additional layoffs be necessary at other times during the year, the Association shall be notified at least twenty-one (21) calendar days prior to the effective date of the layoffs, and teachers to be laid off under this provision shall be notified at least fourteen (14) calendar days prior to the effective date of the layoffs.

- .3 Should a reduction be necessary in positions of co-op coordinator, counselor, or clinician, then the following factors shall be applied in the order of their listing:
 - .31 Length of service in the position in the district,
 - .32 Total length of service in position,
 - .33 Evaluation of performance in position in the district.

Those teachers displaced as a result of reduction in these positions shall be eligible to retain employment in other classroom teaching positions according to their Fitzgerald seniority and eligibility.

- .4 The Board shall attempt, through the use of involuntary transfers, to retain the most senior teachers, and such transfers shall be pursuant to the eligibility requirements stated in Item 13.2 of this Article. Since the frequent transfer of teachers can be disruptive to the educational process, the parties hereby agree to minimize the number of involuntary transfers.
- .41 As used in this article, the term involuntary transfer shall mean:
- reassigning a teacher from one building to another,
 - elementary - changing a teacher's assignment from K-2 to 3-5 or vice versa,
 - middle school or high school - changing the majority of a teacher's assignment to another department(s),
 - special groups - changing a teacher's assignment to or from a special group (elementary art teachers, elementary music teachers, elementary physical education teachers, Chapter 1 resource teachers).
- .42 Under provisions of this Article the teacher to be transferred involuntarily shall be the teacher having the least Fitzgerald seniority who is eligible for a position. Furthermore, no teacher shall be involuntarily transferred who has not had exposure to the subjects of the assignment within the preceding fifteen (15) years, either through successful Fitzgerald teaching experience or through evidence of satisfactory completion of appropriate course work.
- .43 Teachers holding positions as counselors, co-op coordinators, or clinicians shall not be subject to the involuntary transfer provisions of this Article.
- .44 Identification of the person to be transferred involuntarily shall not be subject to the grievance procedure, provided the mechanics of such transfer have been properly followed.
- .45 A voluntary transfer may be used in place of an involuntary transfer. If such occurs, the Board shall not be required to effect an involuntary transfer per .42 above. In such event the teacher to be transferred shall be the one having the greatest Fitzgerald seniority who is eligible for the vacancy provided there is a teacher on staff or on the recall list who is eligible to fill the resulting vacancy. If the teacher transferred voluntarily has not had exposure to the subjects of the assignment within the last ten (10) years, the teacher may be required to complete appropriate course work within one (1) year.

- .46 Teachers interested in being considered for a voluntary transfer for the following school year shall submit such requests in writing to the Superintendent by March 1 with a copy to the Association. The applicant shall set forth the school(s) grade(s), subject area(s), and position(s) sought. These requests shall be made part of the teacher's personnel file.
- .47 On the first Monday in June, the Board shall post on a designated bulletin board in each district building, along with a copy to the Association, a list of positions that have become vacant since the staffing process for the following year was completed. Teachers actively employed, as well as teachers anticipating return from leave in September, may apply for said positions by submitting a written application to the Superintendent, with a copy to the Association. Positions as herein described shall be posted for five (5) school days prior to being filled. Said positions will be filled in accordance with seniority and eligibility as per Article 13 of this Agreement. In cases of equal eligibility, the most senior applicant for a position shall be given preference.
- .5 Voluntary transfer procedures will be implemented first, followed by any necessary involuntary transfers, in the event of a building closing.

13.4 Recall

- .1 If after layoffs a vacancy results, a laid-off teacher shall be recalled according to seniority and eligibility as defined in Sections 13.1 and 13.2 of this Article. The Board shall attempt through the use of involuntary transfer as outlined in Section 13.2 of this Article to recall the most senior teacher. In the event the vacancy occurs after the beginning of a school year, the Board shall attempt (through the use of not more than one (1) involuntary transfer) to recall the most senior teacher.
- .2 The recall offer shall be in writing and sent to the teacher by certified mail to the teacher's last-known address, with a copy to the Association.
- .3 A teacher accepting a recall shall respond in writing. Such response shall be received or postmarked within ten (10) calendar days of the mailing date of the recall notice.
- .4 A teacher may refuse a recall if he/she is physically and/or emotionally disabled to a degree which prevents his/her performing the normal duties of the assignment. Such a disability must be verified by a physician's opinion at the Board's expense.

- .5 A teacher shall remain on the layoff-recall list for a period equal to his/her Fitzgerald seniority, or five (5) years, whichever is less:
 - .51 unless recalled, or
 - .52 unless he/she refuses a recall to a full-time position of one semester or longer for which he/she is eligible, or
 - .53 unless he/she fails to respond to a recall notice within ten (10) calendar days of the mailing date.
- .6 Tenure teachers who wish to remain on the recall list beyond the time limitations noted in .5 above may do so by notifying the Board of Education in writing no later than March 15 of each year.

13.5 In the event a teacher's assignment is changed due to staff reduction or transfer and additional preparation or refresher study is needed, it will be the teacher's responsibility to take such preparation or study to meet the requirements of the new assignment. Such preparation shall be completed within one (1) year of the transfer. The Board agrees that one of the following provisions will be applied in the pursuit of such additional preparation or study:

- .1 Upon written request of the teacher, submitted to the building principal and approved by the Superintendent, the tuition costs for courses will be reimbursed to the teacher provided such additional preparation or study is not being taken for personal advancement or toward a certificate or degree, or for pay as provided in Appendix A-1, or
- .2 Article 16 - Collective Bargaining Agreement, "Summer Sabbatical," or
- .3 Collective Bargaining Agreement, Appendix A-1.

13.6 Individual teacher contracts shall continue to include the paragraph: "It is hereby specifically provided, pursuant to the action of the Board of Education taken in accordance with Section 1 of Article 32 of Act #4 of the Public Acts of 1937 (First extra sessions), as amended from time to time, and M.S.A. 15.1991, as amended, that such teacher with whom this contract is made shall not be deemed to be granted tenure in any other capacity other than a classroom teacher."

ARTICLE 14 - ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS

14.0 Teachers shall be granted an annual allowance of absence days which shall be used to cover absence due to personal illness, personal injury, disability, 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 permit.

14.1 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 (1) week after the beginning of each school year.
- .2 Teachers who work beyond the regular school year shall receive an additional 1/4 day of absence allowance per week of service performed during July and August.
- .3 Teachers beginning employment during the school year, and teachers returning from leave of absence, will receive their absence allowance one (1) 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 are to be worked; 3/4 absence days shall be granted when fewer than half of the working days are to be worked; no absence days shall be granted for less than one (1) 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. Said teachers 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).
- .5 Teachers shall be granted absence days for periods of regular employment. Regular employment shall include absence due to personal illness or injury or absence due to approved personal business.

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

14.3 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.

14.4 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, injury, or disability. 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.
- .4 Teachers on leave of absence without pay shall not be eligible to draw absence days from the reserve.
- .5 The Board shall notify the Association in writing whenever the absence reserve plan is used.
- .6 No days from the reserve shall be granted to any teacher whose personal accumulation of days would not be exhausted prior to qualification for payment of L.T.D. benefits as provided in Article 19.

14.5 Workers Compensation

The following shall apply to teachers absent who qualify for Workers 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. This seven (7) day exemption shall occur not more than once for a particular injury regardless of whether the absence is continuous or interrupted by periods of work.
- .2 For the remaining days of absence beyond seven (7) days, one-half (1/2) day of absence shall be deducted from the teacher's accumulation until such time that the teacher's sick leave is exhausted.
- .3 The Board will pay the difference between the Workers Compensation received and the teacher's regular salary.
- .4 Supplement to compensation payments shall cease upon exhaustion of teacher absence days. Absence days in this section shall include those borrowed from the absence reserve plan, Article 14, Section 14.4.

14.6 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/she is assigned.

14.7 Absence with pay chargeable against a teacher's absence day allowance and/or accumulation shall be granted for:

- .1 Personal illness, injury, or disability.
- .2 Time necessary to conduct personal business which cannot be handled outside hours of employment. The use of absence days for personal business shall be subject to the following conditions:
 - .21 All requests shall be made in writing not less than two (2) days prior to the absence except in cases of emergency.
 - .22 Requests for absence to conduct confidential personal business up to three (3) days in any school year in the areas of medical and legal business shall be classified as "qualified personal business" and teachers making request need only indicate to the principal that the reason for the absence is for "qualified personal business." In addition, those teachers with over 150 accumulated absence days will qualify for two (2) automatically approved additional personal days from their annual absence allowance if requested per 14.7.2.21. Such days may not be used immediately preceding or following holidays or school vacation breaks.
 - .23 Requests for absence for other types of personal business and for medical and legal affairs beyond three (3) days, shall be made to the Superintendent.
 - .24 Unless teachers are notified in writing to the contrary within one (1) working day following the request, such request shall be considered to have been approved.
 - .25 Failure by the teacher to request absence for personal business at least two (2) days prior to the absence in all but emergencies shall result in automatic disapproval.
 - .26 Each teacher will be given an additional personal day following the provisions of 14.18.1, 14.18.2, 14.18.3 and 14.18.4.

14.8 Absence for any reason other than field trips must be reported according to the following procedure:

- .1 Notification of expected absence shall be given on the answer telephone (757-0878) no later than 6:30 a.m. of the day the absence is to occur. An absence which becomes necessary during the school day shall be reported to the building principal (or his/her delegate) and on the answer telephone.

- .2 An absence shall be considered continuous until notification is given on the answer telephone no later than 6:30 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:
 - .31 Failure to properly report an absence will result in a deduction of one (1) day's pay for each day of unreported absence.
 - .32 Failure to properly report a return to work shall result in a pay deduction equal to one-half (1/2) the minimum daily rate of substitute teacher pay, and the teacher shall assume his/her normal daily schedule. The substitute will be reassigned by administration. In the event the teacher chooses not to remain for a full day, then said teacher shall receive a deduction of one (1) day's substitute teacher pay. A teacher choosing this option shall not be charged with an absence day.
 - .33 Failure to report an absence by 6:30 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.
- 14.9 Teachers shall be responsible for reporting absence due to field trip occurrences to the building principal only.
- 14.10 Any teacher absent for reasons of illness or injury, and whose accumulation of absence days has expired, shall apply for leave of absence as specified under the terms of Article 15 - "Leaves of Absence Without Pay," not more than thirty (30) working days after the expiration of absence days.
- 14.11 Absence not approved and absence for which absence days are not available shall result in a pay deduction to the nearest hour.
- 14.12 Teachers absent from duty immediately prior to periods of holiday or recess, and whose accumulation of absence days has been exhausted shall not draw pay for such periods of holiday or recess. This item shall not apply to an absence due to a school approved trip.
- 14.13 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:
 - .21 First occurrence - a reminder
 - .22 Second occurrence - verbal warning
 - .23 Third occurrence - written warning
 - .24 Fourth occurrence - pay deduction
- .3 In cases where a pay deduction is enacted, such deduction shall be to the nearest quarter hour missed.
- .4 Tardiness beyond one (1) hour for which there is no pay deduction shall be charged to the teacher's absence accumulation. (See Article 14.2).
- .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.

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

14.15 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 14.7 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 teacher's accumulation provided all conditions set forth in this item have been met.

14.16 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 14.7 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.

- 14.17 Suspected abuse of absence days shall be reported by the Superintendent to the Association within five (5) days of discovery. Within ten (10) days of receiving this report, the Association shall report its findings and recommendation to the Superintendent. Disciplinary action consistent with the Association's recommendation shall not be grievable.
- 14.18 Teachers under contract for the full school year who have used zero (0) absence days during the months of September through June shall be awarded two (2) compensation days the next school year. These days shall meet the following criteria:
- .1 Application for use must be made at least two (2) days prior to the compensation day.
 - .2 Use of a compensation day shall not be counted as an absence.
 - .3 These days may not be used immediately prior to or immediately following periods of holiday or recess.
 - .4 If one or both of the days are not used during the year granted, it/they will be added to the teacher's accumulation of absence days.

ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

- 15.1 Leaves of absence without pay may be granted tenure teachers by the Board upon the recommendation of the Superintendent. Application for leave must be properly submitted to the building principal. Leaves may be granted for the following purposes:
- .1 A program of advanced study. Leaves for this purpose shall not exceed two (2) years.
 - .2 Extended personal illness, injury, or disability.
 - .3 To campaign or serve in a public elected office. Leaves for this purpose shall not exceed two (2) years.
 - .4 Alternative employment. Leaves for this purpose shall not exceed two (2) years.
 - .5 Other approved reasons.

15.2 Leaves of absence without pay will be granted teachers, upon proper application, by the Board for the following reasons, and subject to the restrictions stated herein as follows:

.1 Child Bearing and Child Care

It is agreed that the teacher who becomes pregnant may continue to work provided that she is physically able and the rights of the pregnant employee be pursuant to law. Further, the pregnant teacher wishing to take a leave of absence, (Child bearing) shall do so by written request.

The teacher wishing to take a leave of absence for the purpose of child care shall request such leave within four (4) weeks of the date of birth of the child or of the date of adoption of the child. Such leave shall be granted for up to one (1) year with a one (1) year extension if requested by the teacher.

.2 Military Service

.21 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.

.22 A teacher on leave of absence for military service shall be entitled to all rights and benefits as provided by law including accumulation of seniority and progression on the salary schedule. A teacher wishing to return to employment must make a written request to return within sixty (60) days of discharge or separation from the military.

.3 Service as an officer of MEA, or NEA. Leave for this purpose shall be concurrent with term(s) of office. A teacher on leave for this reason shall accrue seniority.

15.3 Unless otherwise specified in this article, the teacher on leave of absence shall notify the Superintendent, in writing, of his/her intent to return to employment with the school district by March 1 of the school year previous to the school year he/she intends to return or ninety (90) days prior to the expiration of the leave, whichever occurs first.

15.4 Upon receipt of notification from the teacher of intent to return to work at the conclusion of the leave, a determination shall be made by administration if a vacancy is available. In the absence of a vacancy, a teacher with less seniority may be released from employment subject to layoff and recall provisions as contained elsewhere in this Agreement. The released teacher shall receive an

extension of health care insurance coverage in the amount of one (1) additional month for each year of service except that such extension of coverage shall be for not less than three (3) months.

- 15.5 Placement shall be made in any position for which the teacher is eligible, but as far as possible shall approximate the position held prior to the leave being granted, or for which he/she may be better suited as a result of the leave.

Teachers on involuntary transfer prior to their leave shall first be considered for return to their old or similar position.

- 15.6 Leaves of absence shall normally be for a period of one (1) year with the teacher having the option of making application for an extension.

- 15.7 Teachers returning from leave of absence due to personal illness or disability 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 the teacher is assigned.

- 15.8 While the teacher is on leave, there shall be no accrual of seniority and no advancement on the salary schedule except as provided for elsewhere in this article.

ARTICLE 16 - SABBATICAL LEAVE

- 16.1 The purpose of sabbatical leave is to permit teachers to improve their ability to render education service.

- 16.2 The types of sabbatical leave to be offered will be:

.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."

- 16.3 Teacher, 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.

- 16.4 The number of sabbatical leaves granted in any one (1) 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.

16.5 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:

- .11 Group life insurance and LTD in effect at time of leave, and
- .12 Hospital-medical insurance in effect at time of leave.
- .2 Summer sabbatical stipend paid a teacher shall be One Hundred Dollars (\$100) per week plus twenty dollars (\$20) for each dependent member of his/her immediate family to a maximum of five (5) dependents. Stipend shall be paid at two (2) week intervals. Travel reimbursement shall be twelve cents (.12) 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 (\$2000) for a summer sabbatical.

16.6 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 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.

16.7 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 to the Superintendent.

16.8 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:

- .11 Repayments immediately on failure of the employee to return to active service in the Fitzgerald Public Schools system on conclusion of the sabbatical leave.
- .12 Repayment of two-thirds (2/3) of aforesaid money on completion of one (1) year's active service.
- .13 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 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.

16.9 A teacher returning from school year sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had the sabbatical leave not occurred.

16.10 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.

16.11 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.

16.12 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 sabbatical leave program, then such amounts will be subtracted from the benefits offered by the Board.

ARTICLE 17 - PROFESSIONAL IMPROVEMENT

- 17.1 It is agreed that professional competence and growth is enhanced through teacher participation in educational conferences. Staff participation in such conferences is subject to budget limitations and administrative approval.
- 17.2 It is agreed that in some instances it will be necessary for selected teachers to get additional preparation to meet the needs of the district. The Board agrees to pay tuition costs for such preparation provided that:
- .1 Such credit is not used to obtain advanced degree or certification,
 - .2 Such credit is not used to qualify for additional salary allowance,
 - .3 Teacher makes application prior to taking such preparation and receives administrative approval.
- 17.3 Since teacher reassignment may create special needs for inservice and other training for some teachers, the Staff Development Committee will continue to provide such inservice and training as they deem necessary within the limitation of available funds.

ARTICLE 18 - PAYROLL INFORMATION - PAYROLL DEDUCTIONS

- 18.1 Pay periods shall be two (2) weeks in duration with checks being issued every other Friday throughout the payroll year (September to August) as follows:
- .1 Ten (10) month employees may elect to receive their pay under one of the following options:
 - .11 Annual teaching contract paid in twenty-one (21) equal, bi-weekly payments throughout the school year.
 - .12 Annual teaching contract paid in twenty-six (26) equal bi-weekly pays.
 - .2 Twelve month employees (extended contract) shall be subject to 18.1.1 above.
 - .3 An exception to the twenty six (26) equal, bi-weekly pays will occur periodically (every four to six years) when it will be necessary to issue twenty-six and one-half (26 1/2) pays.
- 18.2 Payroll deductions shall be provided for:
- .1 Deductions required by law, including the Federal Income Tax, State Income Tax, and Federal Social Security.

- .2 Deductions requested for Association dues, MEA/PAC-NEA/PAC, Credit Union, United Way (\$10 or more) and Tax Sheltered Annuities.
 - .3 Deduction of Association dues and MEA/PAC-NEA/PAC shall be made from ten (10) consecutive pays beginning with the second pay period of the regular school year.
- 18.3 All pay and pay deductions will be based on forty-one (41) consecutive weeks consisting of two hundred five (205) days, including periods of recess and commencing on Labor Day.
- 18.4 Teachers working less than a full year will have deducted prorated dues as determined by the Association. Teachers leaving after the start of the school year will have Association dues, as determined by the Association, fully paid as part of their last pay.
- 18.5 Employees receiving supplemental pay benefits for services rendered will be paid, at the teacher's option, on the next regular pay after services are performed or in a check other than a regular check or a COLA check in December and/or June.

ARTICLE 19 - PROFESSIONAL COMPENSATION, RETIREMENT, INSURANCE PROTECTION

- 19.1 The salaries of teachers covered by this Agreement are set forth in Appendix A-1 which is attached to and incorporated in this Agreement.
- 19.2 Retirement shall be defined as having met the minimum age and service requirements as defined by the Michigan Public School Employees Retirement System and includes disability retirement but excludes deferred retirement.
- 19.3 Retirement and death benefit
- .1 For services rendered to the school district, a retirement payment of one-hundred-sixty-five dollars (\$165) for each year of service will be paid.
 - .2 To receive such payment an employee must be eligible under 19.2 above and request termination of employment with the Board of Education. For the purposes of this article, the school year shall begin July 1 and end the following June 30.
 - .3 In the event of death, an active employee's beneficiary (as indicated on the life insurance beneficiary card) shall receive payment in the following amounts:

- .31 Should death occur prior to or during the school year in which age sixty (60) is attained: One Hundred Sixty-Five Dollars (\$165) for each year of service to the district, or
- .32 Should death occur during the school year in which agesixty-one (61) or sixty-two (62) is attained: One Hundred Twenty-Five Dollars (\$125) for each year of service to the district, or
- .33 Should death occur during the school year in which age sixty-three (63), sixty-four (64), or sixty-five (65) is attained: Seventy Dollars (\$70) for each year of service to the district.

19.4 For teachers with less than full-time assignments, salaries and all fringe benefits shall be prorated.

19.5 Upon retirement, a teacher will be reimbursed for unused absence days as follows:

75-150	unused days	\$20 per day
151-200	unused days	\$30 per day
201-300	unused days	\$40 per day

- .1 In the event of death, an active employee's beneficiary shall receive payment as stated in 19.5.

19.6 Effective January 1, 1984, the Board shall provide, without cost to the employee, BC/BS, Plan A and B (or comparable). Effective January 1, 1991, the annual BC/BS (or comparable) deductibles will be \$100.00 per member/\$200 per family.

- .0 For 1994-95 the Board shall pay the premium rate for the health insurance package which is in effect on June 30, 1994, except that for each 1% rise in the premium rate which is not accompanied by a .5% rise in the state aid to the District, the deductible amount shall be increased by \$25.

The total maximum deductible for 1994-95 shall not exceed \$200/person, \$400/family, and for 1995-96 the total maximum deductible shall not exceed \$225/person, \$450/family. And for 1996-97 the total maximum deductible shall not exceed \$250/person, \$500/family.

- .1 PLAN A - The Board shall provide all insurance benefits listed in section 19.6.1 for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under section 19.6.2 or 19.7 below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined in the agreed upon specifications.

.11 BC/BS 3 STAR health insurance (or comparable): when appropriate, BC/BS 3 STAR (or comparable) or BC/BS limited Medicare supplement (or comparable) and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and or dependents eligible for Medicare.

.12 BC/BS Dental Plan K-80-1000, (effective January 1, 1991, this plan will become K-80-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable), with no coordination of benefits, or

BC/BS Dental Plan K-50-1000, (effective January 1, 1991, this plan will become K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with internal and external coordination of benefits.

.13 MASB-SET Term Life Insurance (or comparable) in the amount of forty-five thousand dollars (\$45,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

.14 BC/BS 3 Star Vision insurance (or comparable) including internal and external coordination of benefits.

.2 PLAN-B - Teachers not electing insurance benefits as described in section 19.6.1 above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided without cost to teachers, to each teacher not enrolled in benefits under section 19.6.1 above, and his/her eligible dependents, as defined in the agreed upon specifications.

.21 BC/BS Dental Plan K-100-1000 (effective January 1, 1991, this plan will become K-100-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with no coordination of benefits, or

BC/BS Dental Plan K-50-1000 (effective January 1, 1991, this plan will become K-50-1500 Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with internal and external coordination of benefits.

.22 MASB-SET Term Life Insurance (or comparable) in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay

- double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- .23 MASB-SET Dependent Term Life Insurance (or comparable) in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand (\$5,000) for each dependent child as defined in the agreed upon specifications.
 - .24 BC/BS 4 STAR Vision insurance (or comparable) including internal and external coordination of benefits.
 - .25 Fifty dollars (\$50) per month shall be contributed to a tax deferred annuity for all individuals covered under 19.6.2. The teacher shall select the T.D.A. from the list of district approved carriers. Effective January 1, 1991, this amount will become \$75 per month.
- .3 The Board shall provide, without cost to the teachers, MASB-SET long-term disability insurance (or comparable) for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of the salary to a maximum monthly benefit of twenty-five hundred dollars (\$2,500) and may begin after expiration of ninety (90) calendar days. Benefits shall be to age 65 for disabilities that occur prior to age 61; for disabilities that occur on or after age 61, benefits end five years after the disability or age 70, whichever occurs first; after age 70, coverage is for one year; at no cost to the teacher in the event of permanent disability.
 - .4 Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
 - .5 The Board shall continue to provide insurance benefits listed above for ninety (90) days following the layoff of any teacher.
 - .6 The Board shall establish an open enrollment of thirty (30) days, commencing September 1 in each school year of this contract. In the event of a change in status of the teacher, their spouse or dependent(s) they shall have thirty (30) days, from the date of change, to modify their coverage or change plans. The Board, in cooperation with the insurance carrier(s), shall be responsible for providing all necessary enrollment application and claims materials.
 - .7 Except for incidental modifications, coverage as provided for in this article will not be changed by the carrier except by mutual agreement of the Association and the Board or by law.

- .8 In the event that any insurance benefit is adjusted by action of the courts, the Legislature, or the insurance commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).
- 19.7 The Board agrees that any individual wishing to choose the Health Maintenance Organization "SelectCare" as an alternative to the BC/BS (or comparable) health insurance plan may do so. Teachers selecting the H.M.O. shall be enrolled in Plan A.
- 19.8 The Board shall pay the insurance premium as provided in 19.6 and 19.7 of this Article as follows:
- .1 Termination of employment for any reason during the school year; the premium shall be paid up to but not beyond the end of the month of termination.
 - .2 Termination of employment for any reason at the end of the school year: the premium shall be paid up to but not beyond September 1 of that year.
 - .3 Leave of absence due to personal illness or personal injury: the premium shall be paid for one (1) month for each year of contractual service as a certificated employee commencing on the effective date of the leave.
 - .4 Leaves of absence for reasons other than personal illness or personal injury: the premium shall be paid up to but not beyond the end of the month during which the leave becomes effective except that for leaves commencing at the end of the school year the premium shall be paid up to but not beyond September 1 of that year.
- 19.9 Retirement benefits - for teachers retiring prior to age sixty-five (65) and after September 1, 1975, the following will apply:
- .1 The Board will provide and pay the premiums for group term life insurance and accidental death and dismemberment benefit as follows:

For the retired teacher from:

Ages 55 through 59 - \$8,000 life and \$8,000 A.D. & D.
Ages 60 through 64 - \$6,000 Life and \$6,000 A.D. & D.
Ages 65 through 69 - \$4,000 Life and \$4,000 A.D. & D.
Age 70 and over - \$1,500 Life and \$1,500 A.D. & D.
- Teachers who retired early and who were eligible for insurance benefits under a previous Agreement shall continue to receive such benefits without change.

- .2 For teachers retiring prior to age sixty-five (65) and after September 1, 1978, the Board will provide and pay the premiums for group term life insurance and accidental death and dismemberment benefits as follows:

For the retired teacher from:

- Ages 55 through 59 - \$10,000 Life and \$10,000 A.D. & D.
- Ages 60 through 64 - \$8,000 Life and \$8,000 A.D. & D.
- Ages 65 through 69 - \$5,500 Life and \$5,500 A.D. & D.
- Age 70 and over - \$1,500 Life and \$1,500 A.D. & D.

- .3 For teachers retiring prior to age sixty-five (65) and after September 1, 1983, the Board will provide and pay the premiums for group term life insurance and accidental death and dismemberment benefits as follows:

For the retired teacher from:

Retirement as defined in 19.2 through age 59 -
\$10,000 Life and \$10,000 A.D. & D.

- Ages 60 through 64 - \$8,000 Life and \$8,000 A.D. & D.
- Ages 65 through 69 - \$5,500 Life and \$5,500 A.D. & D.
- Age 70 and over - \$1,500 Life and \$1,500 A.D. & D.

- .4 The Board will pay, to those retirees who enroll in the Michigan Public School Employees Retirement System Master Health Care Plan and who enroll in Medicare Parts A and B (when eligible), an amount equal to the amount deducted from the retiree's monthly retirement check for coverage up to and including full family.

All employees hired after January 1, 1994 will not be eligible for health or life insurance retirement option.

Teachers who retired early and who were eligible for insurance benefits under a previous Agreement shall continue to receive such benefits without change.

Should the State Retirement System fail to provide any hospital/medical insurance for early retirees, the Board agrees to provide and pay the premiums for such coverage.

Should the State Retirement System alter provisions for hospital/medical insurance that were available and funded for retirees, including early retirees, in 1993/94; the Union and Administration agree to meet and negotiate regarding the altered benefits.

- 19.10 A teacher wishing to continue any insurance coverage following termination must contact the carrier to make such arrangements. A teacher on layoff or leave of absence wishing to continue health insurance, dental, and/or optical coverage, may do so by prepaying monthly to the Board the actual cost of such coverage for a period of up to two years.

- 19.11 If a national health insurance program is instituted by action of Congress or any government agency during the time of this Agreement, the parties hereto shall meet to renegotiate this Article.

ARTICLE 20 - PROFESSIONAL GRIEVANCE PROCEDURE

- 20.1 Any teacher, or the Association, having a complaint or dispute resulting from an interpretation or application of this Agreement or of the policies and procedures of the Board, shall use the following procedure in a 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 Association is satisfied with the results of action taken, the grievance shall be considered settled. Such satisfaction at any point shall be indicated by the Association. The Association shall be represented at all steps in this Article.

Step 1 The teacher shall have verbal discussion with the administrator involved and/or the building principal. Such discussion shall take place within ten (10) days of occurrence or knowledge of occurrence of such a grievance.

Step 2 The Association shall furnish the administrator involved a written copy of the grievance within ten (10) days. (Forms furnished by the Association.)

Step 3 The administrator involved shall contact the Association within five (5) days and shall schedule a meeting unless by mutual agreement it is determined that a meeting is not necessary. The administrator shall respond in writing to the Association within ten (10) days of receipt of the written grievance. The Association shall respond to the administrator in writing within five (5) days expressing satisfaction or desire to proceed to the next step.

Step 4 The Superintendent, or his designee, shall meet within seven (7) days with representatives of the Association. The Superintendent will give his decision, in writing, within five (5) days to the Association. The Association shall respond within five (5) days indicating satisfaction or desire to proceed to the next step.

Step 5 In the event that a grievance cannot be resolved at Step 4 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 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 the costs of the arbitrator.

- 20.2 The grievant may be excused from any step of this grievance procedure by mutual agreement.
- 20.3 Time limits indicated shall be observed by the Board and the Association, except that a grievance regarding an event occurring during summer recess may not be limited by Step 1 of the procedure for initiation, but must be commenced within ten (10) days of the first scheduled day of the new school year. This exception does not prevent the Association from notifying administration of an alleged grievance during summer recess. An extension of time may be granted to either party upon mutual agreement.
- 20.4 The responsibility for calling meetings will rest with the administration.

ARTICLE 21 - NEGOTIATION PROCEDURES

- 21.0 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.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

- 22.1 The district president of the Association shall be granted 165 minutes per day of released time from his/her regular teaching assignment for the purpose of performing the duties of the office.

The plan for the scheduling of the district president's released time shall be mutually agreed upon annually by the district president and the Board.

- 22.2 The Board shall provide the Association with an annual allowance of twenty-two (22) absence days and further, the Association may purchase an additional fifteen (15) days at the current substitute teacher rate, subject to the following provisions:
- .1 Notification for use of Association days shall be given in writing by the Association.
 - .2 Requests must be approved by the Association's district president.
 - .3 Absence for Association-approved business shall be charged to the Association Allowance but shall not be reflected in the individual member's personal accumulation.
- 22.3 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. At least fifty (50) copies will be furnished the Association.
- 22.4 There shall be no reprisals for past actions taken by the Association or its members.
- 22.5 Individual teacher contracts will be subject to and consistent with the terms of this Agreement.
- 22.6 A school calendar for each year of this Agreement to include:
- .1 One hundred eighty-two (182) days of student instruction,
 - .2 One hundred eighty-four (184) teacher days.
 - .3 In the event school is closed "because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities (PA 239)," the days will be made up according to state law and state Board of Education rules. Prior to designating any makeup dates, the Board will meet and confer with the Association.
- 22.7 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.
- 22.8 If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.
- 22.9 The F.E.A. will pay the retirement costs, i.e., social security and retirement contributions, for the FEA president and other released time as per Public Act 197, Public Acts of 1982.

ARTICLE 23 - DURATION OF AGREEMENT

23.1 This Agreement shall become effective September 1, 1994 (except where otherwise noted) and shall remain in full force and effect until 11:59 p.m. August 31, 1997.

The 1996-1997 Agreement shall be opened for wage schedule and calendar year only.

23.2 In the event either party wishes to express concerns over any non-economic item in this contract, the party may do so by notifying the other party in writing. Re-opening of non-economic items shall be done only by mutual agreement. Any change or amendment to this Agreement shall be subject to ratification by the Board and Association before becoming effective.

APPENDIX A-1

Teacher's Salary Schedule, 1994-95

Step	BA Schedule	MA Schedule	ED. SP. Schedule	PH.D. Schedule
1	28,771	32,091	33,613	35,340
2	31,260	33,198	36,065	37,792
3	33,473	35,407	38,519	40,244
4	35,684	37,621	40,969	42,698
5	37,894	40,109	43,515	45,146
6	40,109	42,871	45,873	47,601
7	42,317	45,630	48,326	49,778
8	44,532	48,397	50,781	52,506
9	46,739	51,161	52,231	54,957
10	49,083	53,924	55,683	57,410
11		57,238	58,137	59,868

Teacher's Salary Schedule, 1995-96

Step	BA Schedule	MA Schedule	ED. SP. Schedule	PH.D. Schedule
1	29,485	32,887	34,447	36,217
2	32,035	34,021	36,960	38,729
3	34,304	36,285	39,474	41,242
4	36,569	38,554	41,985	43,756
5	38,834	41,103	44,594	46,266
6	41,103	43,935	47,010	48,782
7	43,367	46,761	49,525	51,012
8	45,637	49,597	52,040	53,809
9	47,898	52,430	54,552	56,320
10	50,301	55,261	57,064	58,834
11		58,657	59,578	61,353

The wage schedule for 1996-97 shall be negotiated prior to or during the 1995-96 school year.

1. Ed. Spec. and Ph.D. schedules include credit for all hours beyond the MA degree. To qualify for Ed. Spec. or Ph.D. schedules, the degree must be earned in the teaching field to which the teacher is assigned.
2. 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.
3. New teachers may be granted a full step for each year of teaching experience outside Fitzgerald. Such credit will not cause placement above the maximum salary schedule step.
4. New teachers will receive credit for military service at the rate of 1/4 increment for each year of experience.
5. 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.
6. Credit for military and/or vocational experience shall not cause placement above the maximum salary schedule step.
7. Teachers presently in this system will be placed on the proper step according to their number of years teaching at Fitzgerald. Credit for outside experience will be added to this figure.
8. The following definitions shall apply:
 - a. Base pay - equals teacher's step for current year on salary schedule which includes: credit for military experience, credit for work experience, and credit for outside teaching experience.
 - b. Contractual pay - includes base pay plus additional pay directly related to primary assignment.
9. Additional salary allowance:
(See .1)
 - a. Additional salary allowance for all certificated personnel in the amount of \$15.00 for each semester hour of approved credit beyond degree shall be granted, provided that no credit be allowed for those hours required by Michigan law for continuing certification, and provided further that each course to be used in this plan have approval of the Superintendent of Schools. This rate is not retroactive. Four (4) semester hour blocks previously approved will continue to receive salary allowance in the amount of forty dollars (\$40) per block.
 - 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 undergrad 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 semester 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. Pay for earned continuing education units (C.E.U.) shall be at the rate of up to \$10.00 per C.E.U. provided that no credit be allowed for those C.E.U.'s required for continuing certification, and provided further that each course to be used have approval of the Superintendent of Schools. Items 9b, 9c, and 9d shall apply to the eligibility to receive this payment.
- .1 The provisions of sections a. through e. shall no longer remain in effect, however those teachers who received payments during the 1993-94 school year will continue to receive such payment until advancing to the next degree schedule.

- 10. Advancement on the salary schedule for degrees earned during the work year (requirements completed) shall be prorated as follows:

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

APPENDIX A-2 - Salaries, Summer School and Gifted Program Teachers

Summer school salaries shall be \$15.00 per hour.

APPENDIX A-3 - Salaries, After-School Intramural Supervision

1. Elementary Athletics \$4.00 per hour
2. Middle School swimming \$4.00 per hour

APPENDIX A-4 - Salaries, Summer Curriculum Study

Teachers shall be paid at the rate of \$11.00 per hour.

APPENDIX A-5 - Longevity

Teachers with fifteen (15) years of Fitzgerald teaching experience shall be paid, starting with their sixteenth (16th) year, \$700 (total).

Teachers with twenty (20) years of Fitzgerald teaching experience shall be paid, starting with their twenty-first (21st) year, \$1,400 (total).

Teachers with twenty-five (25) years of Fitzgerald teaching experience shall be paid, starting with their twenty-sixth (26th) year, \$2,100 (total).

Teachers completing the fifteenth (15th), twentieth (20th) or twenty-fifth (25th) year of teaching during a current school year will be paid longevity on a prorated basis to the nearest quarter step.

APPENDIX A-6 - Compensation for Coaching Assignments

The Board will grant extra pay to those who are selected by the Superintendent of Schools or his designee and who agree to perform the designated coaching assignments beyond the routine school day.

The contract for a position is for one (1) school year only. The Board of Education shall not use its right to terminate or renew appointments in an arbitrary, capricious or discriminatory manner. Each year a person must return his/her signed contract by April 30th of the year preceding the year he/she desires such an appointment. Positions on these schedules will be filled as needed during the school year at the discretion of the Board of Education.

1. Athletic salaries shall be based on the 1992-93 Bachelor's salary schedule.
2. Step on schedule to be determined by the number of years of coaching experience in that sport only.
3. Credit for coaching experience outside the Fitzgerald Public Schools shall be allowed up to Step 5.

Coaching Wage Scale

Baseball - Varsity	9.5%	Basketball, Boys-Varsity	12.5%
Basketball, Boys-Junior Varsity	9.5%	Basketball, Boys-Freshman	7.5%
Basketball, Boys-Middle School	6.5%	Basketball, Girls-Varsity	10.5%
Basketball, Girls-Jr Varsity	7.5%	Cheerleader - Varsity	7.5%
Cheerleader-Junior Varsity	5.5%	Cheerleader-Middle School	5.5%
Cross Country-Varsity	8.5%	Football - Varsity	12.5%
Football-Varsity Assistant	9.5%	Football - Junior Varsity	8.5%
Football-Jr. Varsity Assistant	7.5%	Football - Freshman	7.5%
Football - Freshman Assistant	7.0%	Football - Middle School	6.5%
Football - Middle School Assistant	6.0%	Soccer, Boys	8.5%
Soccer, Girls	8.5%	Softball - Varsity	8.5%
Softball-Middle School	6.5%	Swimming - Varsity	10.5%
Tennis, Girls	8.5%	Tennis - Boys	8.5%
Track, Boys-Varsity	9.5%	Track, Girls Varsity	8.5%
Track - Freshman	7.5%	Track, Middle School	6.5%
Volleyball - Varsity	9.5%	Volleyball-Junior Varsity	7.0%
Volleyball-Middle School	6.5%	Wrestling-Varsity	10.5%
Wrestling - Junior Varsity	7.5%		

APPENDIX A-7 - Salaries, Summer Driver Education

Teachers shall be paid \$15 per hour for teaching summer driver education.

APPENDIX A-8 - Salaries, Special Assignments

Athletic Coordinator (Middle School)	3.0%
Marching Band Director	7.0%
Marching Band Assistant Director	3.5%
*Chapter 1 Resource Teacher	\$425.00
Class Sponsor (Senior)	6.0%
Class Sponsor (Junior)	2.5%
Class Sponsor (Sophomore)	2.0%
Class Sponsor (Freshman)	1.75%
*Coordinator, Bilingual Education	\$700.00
*Coordinator, K-12 Computer Education	\$700.00
*Coordinator, Distributive	\$700.00
*Coordinator, Office	\$700.00
*Coordinator, Trade and Industry	\$700.00
*Counselor, High School	\$825.00
*Counselor, Middle School	\$825.00
Debate Coach	4.0%
Detention Study Hall Supervisor	\$15 per occasion
Dramatics Director	10.0%
Dramatics Assistant Director	5.0%

Forensics Director	2.0%
*Librarian K-5	\$150.00
*Librarian K-8	\$300.00
Music:	
High School Band Director	7.0%
Middle School Band Director	3.5%
Elementary Band Director	2.5%
High School Vocal Director	3.25%
Middle School Vocal Director	2.5%
Elementary Vocal Director	1.5%
Safety Patrol/Service Squad Sponsor	2.0%
*Special Education Teachers	\$425.00
*Special Needs Coordinator/Counselor	\$700.00
Sponsor Yearbook/Newspaper (High School)	3.0%
Sponsor Yearbook/Newspaper (Middle School)	2.0%

- .1 Academic special assignments start at step one (1) of the 1992/93 Bachelor's salary schedule. All future assignments are based on the 1992/93 Bachelor's salary schedule.
- .2 Credit up to step three (3) can be allowed.

*Stipend to be eliminated when individuals currently (as of 6/30/90) in these positions leave them.

APPENDIX A-9 - Salaries, Elementary Subject and Grade Chairpersons

Each subject chairman and grade chairman shall be paid three hundred dollars (\$300).

APPENDIX A-10 - Salaries, Department and Curriculum Committee Chairpersons

<u>K-12:</u>	Art	*Range \$250 - \$750
	Education Technology	" "
	Language Arts	" "
	Mathematics	" "
	Music	" "
	Physical Education/Health	" "
	Reading	" "
	Science	" "
	Social Studies	" "
	Technology Education	" "

*Amount for school year will be determined by May 15 of that school year. The amount will be recommended by the Assistant Superintendent and will be dependent upon the work assignments undertaken by the committees and the tasks completed.

High School:

Art	\$691
Business Education	\$978
Counseling and Guidance	\$978
Driver Education	\$518
English	\$978
Foreign Language	\$518
Home Economics	\$518
Industrial Education	\$978
Mathematics	\$719
Physical Education	\$576
Science	\$978
Social Studies	\$978
Special Education, Middle and High School	\$518

Middle School:

Art	\$576
Counseling and Guidance	\$719
Home Economics	\$518
Industrial Arts	\$576
Language Arts	\$719
Mathematics	\$576
Physical Education	\$518
Science	\$760
Social Studies	\$576

APPENDIX A-11 - Salaries, Chaperon

Bargaining unit members shall be given priority consideration for all chaperon activities regardless of their building designation. Chaperon opportunities shall be given, in advance, on a semester basis, by the administration to all bargaining unit members. Chaperon positions, including outside groups in the auditorium, shall be offered to the bargaining unit members.

Compensation for chaperon services shall be: \$25.00

APPENDIX A-12 - Salaries, Club Sponsors

1. Sponsors of approved clubs will receive a minimum of \$200 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-13 - Salaries, Vocationally Certified Teachers

Payments 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. Vocational certificates that require(d)
(1 year's work experience).....\$150 maximum
 - b. Vocational certificates that require(d)
(2 year's work experience).....\$300 maximum
 - c. Vocational certificates that require(d)
(3 year's work experience).\$450 maximum
4. Individual stipends to be eliminated when individuals currently (as of 6/30/90) in these positions leave them.

APPENDIX A-14

Temporary Administrator Pay

A temporary administrator will be paid an additional \$20 per day for each day he substitutes for an absent administrator.

10/3/94

FITZGERALD PUBLIC SCHOOLS - SCHOOL CALENDAR 1994 - 1995

JULY						
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						

AUGUST						
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			

SEPTEMBER						
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	

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	26
27	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	24
25	26	27	28	29	30	31

JANUARY						
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				

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
9	10	11	12	13	14	15
16	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	31			

JUNE						
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	

School out:	X	Months:	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Students 1/2 day:	X	Students:	18	21	20	15	21	18	23	14	22	11	183
Teachers in:	X	Teachers:	19	21	20	15	21	18	23	14	22	12	185

FITZGERALD PUBLIC SCHOOLS - SCHOOL CALENDAR 1995 - 1996

JULY							AUGUST							SEPTEMBER												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
						1			1	2	3	4	5						X	2						
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	X	4	5	6	7	8	9					
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16						
16	17	18	19	20	21	22	20	21	22	23	24	X	25	26	17	18	19	20	21	22	23					
23	24	25	26	27	28	29	27	X	28	X	29	30	31		24	25	26	27	28	29	30					
30	31																									
OCTOBER							NOVEMBER							DECEMBER												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
1	2	3	4	5	6	7				1	2	3	4						1	2						
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9						
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16						
22	23	24	25	26	27	28	19	20	21	22	X	23	X	24	25	17	18	19	20	21	22	23				
29	30	31					26	27	28	29	30				24	X	25	X	26	X	27	X	28	X	29	30
															31											
JANUARY							FEBRUARY							MARCH												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
	X	X	X	X	X	6					1	2	3						1	2						
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9						
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16						
21	22	23	24	25	26	27	18	X	19	X	20	X	21	X	22	X	23	24	17	18	19	20	21	22	23	
28	29	30	31				25	26	27	28	29				24	25	26	27	28	29	30					
															31											
APRIL							MAY							JUNE												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
	1	2	3	4	X	6				1	2	3	4							1						
7	X	X	X	X	X	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8						
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15						
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	X	19	X	21	22					
28	29	30					26	X	27	28	29	30	31	23	24	25	26	27	28	29						
														30												

School out: X	Months:	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Students 1/2day: X	Students:	3	19	22	20	16	18	16	21	16	22	12	185
Teachers in: /	Teachers:	4	19	22	20	16	18	16	21	16	22	13	187

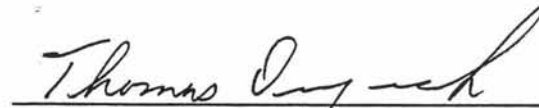
The 1996-97 calendar shall be negotiated prior to or during the 1995-96 school year.

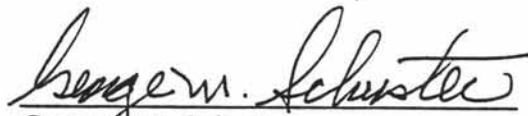
In witness whereof, the parties hereunto have set forth their hands this 18th day of August, 1994.

FEA/MEA-NEA


FITZGERALD BOARD OF EDUCATION

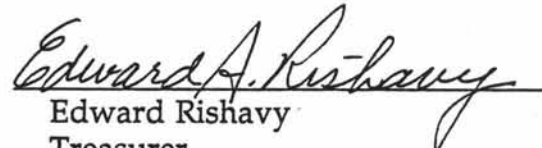

Marilyn Donlin
President, FEA/MEA-NEA


Thomas Owczarek
President


George M. Schuster
Secondary Vice President


Donald Durant
Vice President


Patricia Marson
Elementary Vice President



Edward Rishavy
Treasurer


Marilyn Cox
Secretary


Hilary Kutella
Secretary

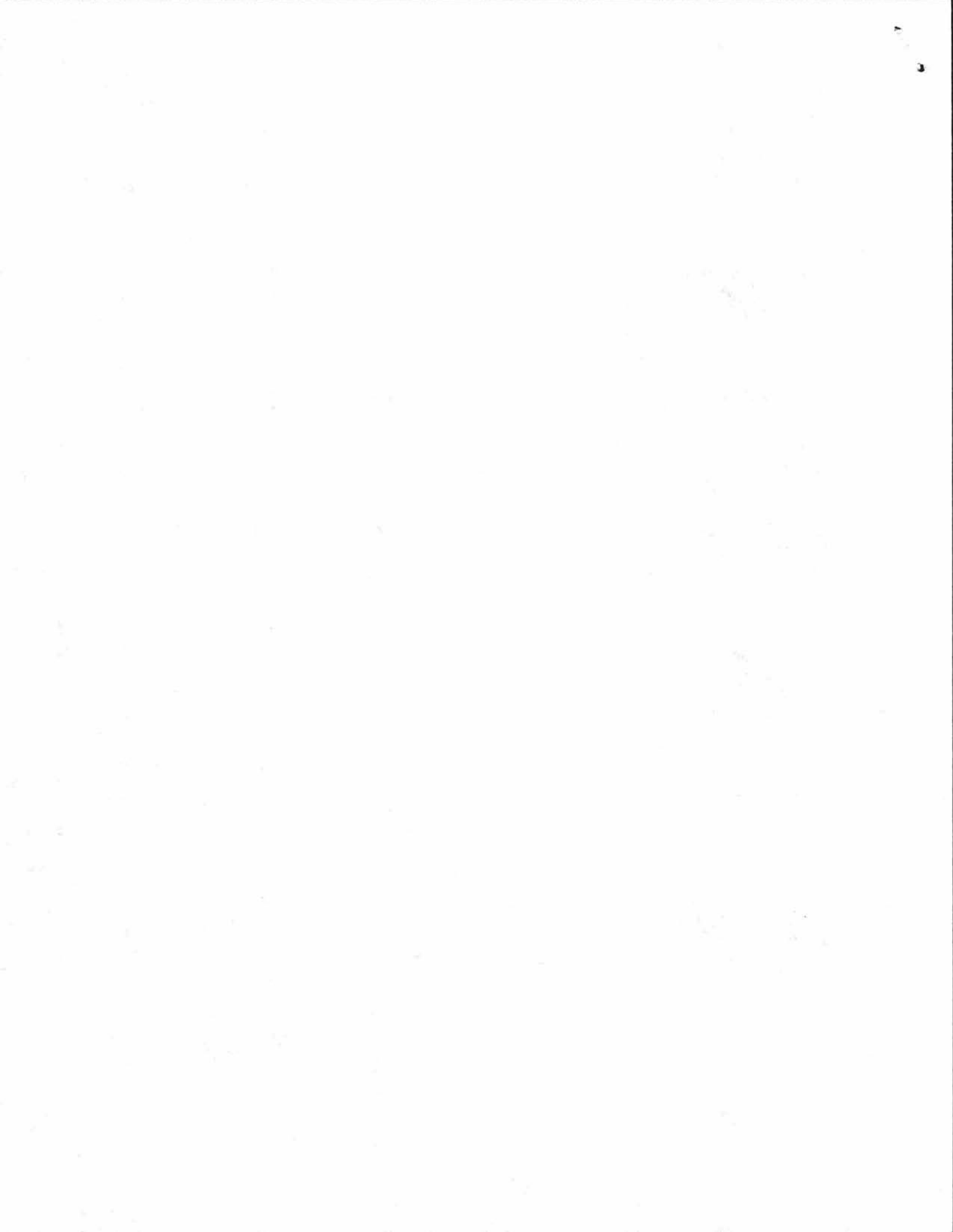

Donald Slagel
Treasurer


D. Jack Kennedy
Trustee


Thomas Wojcikiewicz
Representative Assembly Delegate


Patricia Green
Trustee


Dolores Slowiejko
Trustee



Statement of Compliance with Federal Law

Fitzgerald Public Schools supports and adheres to the principles, rules and regulations of Title IX of the Education Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Michigan Law. The District hereby notifies all employees, residents, and students, that it does not discriminate on the basis of sex, race, color, national origin, creed, political affiliation or beliefs, age, height, weight, marital status, against qualified handicapped individuals, or any other condition covered by law with respect to the district educational programs, activities, and employment practices. The Fitzgerald School District has established a grievance procedure to provide for the prompt and equitable resolution of complaints alleging to discrimination. Any student, employee, or member of the community of Fitzgerald Public Schools, believing to be discriminated against should contact Judy Anderson, Director of Community and Grant Services at (810) 757-4620 or Kathryn Schallmo, Director of Special Education/Student Services at (810) 757-4044 or write them at Fitzgerald Public Schools, 23200 Ryan Road, Warren, MI 48091-1999.

