

EMPLOYMENT DISPUTE RESOLUTION PLAN

Purpose of the Plan

The purpose of the Fitzgerald Public Schools (the "District") Employment Dispute Resolution Plan (the "EDR Plan") shall be to provide for the fair, efficient, and timely resolution of all claims, disputes or controversies arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment or the EDR Plan, to provide an applicant or employee with a forum in which claims or disputes with the District may be resolved exclusively by final and binding arbitration rather than litigation. This agreement does not restrict an applicant or employee from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this EDR Plan applies only to local, state or federal court proceedings.

Applicants and Employees Subject to Employment Dispute Resolution Plan

All applicants for employment and all employees, to the extent that the dispute is not covered by or subject to the grievance procedure stated in the applicable collective bargaining agreement, if any, shall be subject to the terms of this EDR Plan.

Conditions for Consideration of Applications and Continued Employment

It shall be a condition for the consideration of an application or candidacy for employment, a condition for consideration of employment, a condition of employment and a condition of continued employment with the District to submit any and all claims, disputes or controversies arising out of or relating to an application or candidacy for employment, employment and/or cessation of employment or the EDR Plan to final and binding arbitration.

Disputes Subject to the Plan

Any and all claims, disputes or controversies arising out of or relating to an applicant's application or candidacy for employment, an employee's employment and/or cessation of employment, or the EDR Plan, shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq*, the Older Workers Benefit Protection Act of 1990, the Persons with Disabilities Act, MCL 37.1101 *et seq.*, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort.

Initiation of a Claim

Statute of Limitations

A party wishing to initiate arbitration of an employment dispute pursuant to this Plan must file a Demand for Arbitration with the AAA regional office located at One Towne Square, Suite 1600, Southfield, MI 48076-3728. Demands for arbitration must be filed within the time limit established by the applicable statute of limitations if the dispute involves statutory rights.

If no statutory rights are involved, the time limit for filing claims shall be 30 calendar days from the date that facilitation was terminated pursuant to AAA National Rules for the Resolution of Employment Disputes or 30 calendar days from the date the dispute arose or the employee knew or should have known that the dispute arose.

Nothing in this Plan prohibits an employee from filing a complaint(s) with a federal, state or other governmental administrative agency.

Cost-Sharing of Arbitration Fees

Employer shall be required to pay the arbitration filing fee.

Neutral ADR Provider

The AAA is designated to administer the external component of this Employment Dispute Resolution Plan - the facilitation and arbitration processes. The AAA National Rules for the Resolution of Employment Disputes shall govern the facilitation and arbitration processes.

Due Process Protocol

This Employment Dispute Resolution Plan shall adhere to the due process safeguards developed by the AAA Task Force on Alternative Dispute Resolution, only where a dispute or claim exists relating to an employee's statutory rights.

Representation

Employees using the facilitation and/or arbitration procedures of this EDR Plan shall have the right to be represented by a spokesperson of their own choosing. The employee may seek such representation through various organizations, including but not limited to, bar associations, legal service associations, civil rights organizations, trade unions, etc.

Fees for Representation

The amount and method of payment for representation should be determined between the employee claimant and her/his representative. In cases where an employee is able to demonstrate financial hardship and an inability to pay fees for representation, the arbitrator shall have authority to provide for fee reimbursement where the claimant is the prevailing party. The arbitrator shall have authority to provide for fee reimbursement in whole or in part in accordance with applicable law or in the interests of justice.

Access to Information

The parties shall have adequate but limited pre-trial discovery. Necessary pre-hearing depositions consistent with the expedited nature of arbitration shall be available.

Prior to selection of an arbitrator, the parties shall be provided with the names, addresses and phone numbers of the representatives of the parties that arbitrator's six most recent cases to aid them in selection.

Facilitator and Arbitrator Qualification

The roster of facilitators and/or arbitrators shall contain representatives with training regarding statutes, including substantive, procedural and remedial issues to be confronted in statutory rights employment disputes, skills in conducting hearings and knowledge of the statutory environment in which statutory rights disputes arise. Nothing in this EDR Plan shall prohibit the parties from jointly selecting as facilitator and/or arbitrator one in whom both parties have requisite trust.

Disputes shall be facilitated by a single facilitator. Arbitrations shall be conducted by a single arbitrator.

Conflicts of Interest

The facilitator and/or arbitrator for an employment dispute shall disclose any relationship which might reasonably constitute or be perceived as a conflict of interest. The designated facilitator and/or arbitrator shall sign an oath provided by AAA affirming the absence of such present or preexisting ties.

Authority of Arbitrator

The arbitrator shall be bound by the Arbitration Agreement signed by the parties, statutes, regulations and rules of procedure of the AAA, including the authority to determine the time and place of the hearing, permit reasonable discovery, issue subpoenas decide arbitrability issues, preserve order and privacy in the hearings, rule on evidentiary matters, determine the close of the hearing and procedures for post-hearing submissions and issue an award resolving the submitted dispute.

Compensation of the Arbitrator

Impartiality is best assured by the parties sharing the fees and expenses of the facilitator and/or arbitrator. In cases where the economic condition of a party does not permit equal sharing, the parties should make mutually acceptable arrangements to achieve that goal if at all possible. In the absence of such an agreement, the arbitrator shall determine allocation of fees. The AAA shall facilitate the negotiation of the parties' share of costs and collection of such fees so as to reduce the bias potential of disparate contributions and shall forward payment to the facilitator and/or arbitrator without disclosing the parties' respective share of the payment.

Adopted: 7/18/2002