

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE FITZGERALD EDUCATION  
ASSOCIATION, MEA/NEA**

**AND**

**THE FITZGERALD  
BOARD OF EDUCATION  
2021-2023**

## **Statement of Compliance with Federal Law**

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination of 1975, and the Americans with Disability Act of 1990, it is the policy of the Fitzgerald Public School District that no person shall, on the basis of race, color, religion, national origin or ancestry, gender, disability, age, height, weight, or marital status, or other protected classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity or service or in employment. Any student, employee, or member of the community of Fitzgerald Public Schools, believing to be discriminated against should contact the Civil Rights Coordinator, at 586.757-1751. Inquiries related to discrimination on the basis of disability should be directed to Section 504 Coordinator, Director of Special Services at 586.757.4044 or write them at Fitzgerald Public Schools, 23200 Ryan Road, Warren, MI 48091-1999.

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
FEA/MEA-NEA  
AND  
FITZGERALD BOARD OF EDUCATION**

**For 2021-2023 Contract Negotiations**

This Agreement entered into this 24<sup>th</sup> day of January 2022, 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, and coordinators, department and grade chairman, school psychological examiner, school social workers, but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Special Education and Student Services, Administrative Intern, Director of Student Activities, Director of Business, Director of Human Resources, Director of Alternative Education and Grant Services, Director of Food and Nutrition Service, Director of Operations, Assistant Director of Operations, and substitutes.
- 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. The term "tenure teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association whose employment within the District is regulated by the Michigan Teacher Tenure Act (The "Act"), as amended, and "ancillary staff" shall refer to all bargaining unit employees recognized in this paragraph whose employment within the District is not regulated by the Michigan Teacher Tenure Act.
- 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 provided they do not involve prohibited subjects of bargaining for tenured teachers under applicable law.
- 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 expenses which are 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 communiqués 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, including email and fax, 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. The teacher and the Association shall be promptly informed if a Freedom of Information Act (FOIA) request is made on a teacher's personnel file. Upon prompt request, the District shall invoke applicable exemptions to the release of said materials.
- 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.

- 2.7 The association will be informed of the development of any effective school program or school improvement plan that involves or impacts members of the FEA, and shall be involved if desired.

### 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 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, make a parent contact via phone, email or letter, and the administration will take steps to relieve the teacher of responsibilities with respect to said student. Parent contacts shall be made by the teacher in such cases that are not defined in the Fitzgerald Public Schools Conduct and Discipline of Students and Code of Student Conduct Handbook. 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 A student may be removed from any class, subject or activity for up to one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct pursuant to MCL 380.1309. A student so removed will be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. Teacher Initiated Student Suspension Policy.
- .4 The law requires a teacher who imposes this option to immediately report the suspension to the office, then, as soon as possible, schedule a meeting with the suspended student's parent(s) or guardian(s) and attempt to include the school counselor, social worker or psychologist. If the teacher or parent requests that a school administrator attend, the teacher must also include

the administrator in the meeting. A student may return that school day to the classroom, subject or activity for which he/she was suspended, with the concurrence of the teacher and the administrator.

#### 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, currently in effect.
  - .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, current State of Michigan teacher's certificate, 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. During the first four (4) full years of employment, no ancillary staff shall be disciplined for a reason that is arbitrary and capricious. After the 4<sup>th</sup> anniversary date of employment the standard for discipline of ancillary staff shall be just cause. No tenured teachers shall be disciplined for a reason that is arbitrary and capricious. 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 Evaluation

- .1 The District will follow the current Michigan school code MCL 380.1249 with respect to evaluations.
- .2 No teacher evaluation shall be written by an administrator who has not been directly involved in the observation process.

6.2 The Association will be notified in writing by February 1<sup>st</sup> when an administrator determines that a teacher's 1<sup>st</sup> semester performance may lead to a less than satisfactory evaluation. 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. Notification to the Association shall include the name, building, and grade level(s) of the said teacher. Matters concerning a teacher's grooming and dress shall be consistent with current acceptable standards.

### 6.3 Personnel Files

- .1 The Director of Human Resources shall keep an up-to-date file with respect to contractual data, tenure status, educational records and other information of a similar nature.
  - .11 Reports, memos, letters to the teacher, and other evidence of successful service.
  - .12 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.

- .2 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.
  - .21 If communications contain any negative comments, they shall be handled as outlined in section .2 above.
  - .22 Letters from parents or students shall not be placed in the teacher's file.
- .3 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.
- .4 Records of a negative nature will be removed from a teacher's file at the beginning of the fifth academic year after the date of entry.

- 6.4 The regular evaluation cycle for ancillary staff will be once every year until probation is successfully completed.
- .1 All other ancillary staff will be evaluated every other year.
  - .2 If ancillary staff performance concerns arise outside the evaluation cycle and additional monitoring becomes necessary; a supplemental evaluation may be performed. The association will be notified if this becomes necessary.
  - .3 All ancillary staff evaluations shall be completed by June 1.
- 6.5 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 , the time limit shall be extended by mutual agreement but not beyond June 30 of that year.
  - .2 A teacher has the option to complete the teacher input form prior to the end of the year evaluation.

#### 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 ensuring 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.

- .1 The teacher of the combined grade/class shall be given one (1) extra prep period of 40 - 45 minutes per week in the form of one (1) extra specials class as long as the extra prep period does not result in an increase in staff.
- .2 The combined grade/class will be maxed according to Article 7.1.13 above at the beginning of the school year. All other classes in the grade levels of the combined grade/class will be filled to capacity before any open seats in the combined class are filled.
- .14 Grades 6 through 12 shall not total more than 165 students per day.
- .15 Through teacher/FEA and administration approval, class enrollment may exceed maximum, but by no more than three (3) per class hour.

Administration will have a grace period fifteen days after school opening and five days at the beginning of the second semester to level class loads.

Within five (5) days following the grace period, if a student overload exists, a meeting will be held between the teacher involved, the Association representative, and the Superintendent or his designee, to discuss the situation. At this meeting a solution will be planned to relieve the overload.

Possible alternative options for overload are:

Elementary:

- Rescheduling of students
- Additional planning time
- Extra pay at the rate of \$660.00 per student over the class limit per semester, prorated per diem until such time as the class enrollment drops to or below the maximum student count. This is retroactive to the first day of the overage.

Secondary:

- Rescheduling of students
- Additional class assignment
- Extra pay at the rate of \$138.00 per student over the class limit, per semester, per hour, prorated per diem until such time as the class enrollment drops to or below the maximum student count. This is retroactive to the first day of the overage. This extra pay will be split between the general education & special education teachers for co-taught class overages.

- .2 The maximum class size may be in excess of classroom limits, if the Board can show cause for excess, in the areas of:

- .21 Physical education limited to forty-five (45) students per teacher per hour, not to exceed 80 per facility
- .22 Vocal and instrumental music (where facilities permit).

Class enrollment shall be limited to the facility number or available equipment.

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 Individual Educational Planning (IEP) Team; which consists of the general education teacher in the area of disability, the special education provider, district superintendent or designee and others as required by law, decides to place a student in the "least restrictive environment" (mainstreaming) for any portion of the school day, the procedure shall be:

- .31 To follow the IEP per law
- .32 Every attempt will be made to secure a substitute teacher for the purpose of teacher attendance at the IEP meeting. When a general education teacher is requested to utilize their preparation for an IEP more than one time per month they shall be reimbursed for their preparation period at the rate of \$30 per hour.
- .33 After the individual education plan has been completed, the receiving General Education teacher shall be given access to the students accommodation information as soon as reasonably possible
- .34 If more than four (4) CI, 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.
- .35 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 assignments.
  - .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. The Association shall 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 seven hundred and fifty dollars (\$750) 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. All claims must be made in writing by the teacher to the building principal.

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.

Provided that the teacher furnishes an itemized list of classroom contents desired for insurance purposes, or has an insured car on district property, the district shall reimburse any teacher up to a maximum of two hundred and fifty dollars (\$250.00) toward the deductible limit on his or her homeowners' or auto insurance for a covered loss through theft if such contents; provided the member makes a 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. This Agreement 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.

## 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 thirty-two (32) 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 Wednesdays 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 two (2) entire staff building meetings with a total of 135 minutes shall be scheduled during a month not to exceed 75 minutes per meeting and one (1) grade level or department meeting per month not to exceed 60 minutes unless mutually agreed upon by Administration and Union. Notification of topics scheduled for the meeting will be provided at least one day prior to the meeting. Each entire staff building meeting will include opportunity for items from the floor. Except in the case of emergency, notice of the meeting will be provided at least five (5) working days before the entire staff building meeting.

- .4 Attendance at one (1) Open House shall be required of all teachers. On the day of Open House school shall be dismissed one and a half (1-1/2) hours 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 for ½ day on a date to be determined by mutual agreement of administration and union.

Staff must complete their contractual after school obligation for supervision of student dismissal.

- .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 agreed upon additional duties will be an obligation of those teachers receiving extra money for an assignment.

## 8.2 Class Load

- .1 Principals will provide each teacher with a full-time, regular classroom assignment, with at least 215 minutes of planning time, during the instructional week. This amount will be increased to 225 minutes per week beginning with the 2019-2020 school year as long as the increase in minutes per week does not necessitate an increase in overall staff.
- .11 Principals will make every effort to provide full-time regular elementary school teachers with a planning-preparation period each day. This may be accomplished through 40-45 minute specials classes for a total of 215 to 225 minutes per week. Principals can schedule and arrange for common planning periods within this context.

[Note: This is with the understanding that elementary teachers must continue to participate in the additional 10 minute library book checkout time.]

- .12 Teachers who lose planning time due to an emergency situation or act of God shall not be compensated or reimbursed for loss of that preparation/planning time.
- .2 In those instances when during a normal school week a teacher's planning/pre and post time is less than the minimum identified in 8.2.1, 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 Teaching assignments for elementary, middle school, and high school shall be the length of the in school work day as defined in 8.1.1 minus the planning, pre and post time as defined in the 8.2.1 and minus the duty free lunch as defined in 8.3.
- .5 High school or middle school teachers having an added class assignment will be paid an additional 10% of their current year salary schedule. Their work day will be extended by an instructional period to be scheduled by the building principal after consultation with the teacher. These assignments will be offered by the principal to certified and eligible members of the department on a yearly, rotating basis according to seniority. In the event no certified and eligible tenured member accepts the assignment, it may then be offered to non-tenured teachers.
- .6 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.
- .7 No High School teacher will have more than three (3) preparations daily unless the teacher requests/accepts more or if unavoidable within a department or if there is no available staff member currently within the department qualified or certified to teach such classes.

### 8.3 Lunch periods

- .1 All elementary teachers shall be provided a forty (40) minute lunch period of which thirty-five minutes is duty free, except that during inclement weather teachers who sign a volunteer list shall be assigned supervisory lunch duty with an additional pay of five dollars (\$5.00) per session.
- .2 Middle school and high school teachers shall be provided a thirty-five (35) minute, duty-free lunch period.

### 8.4 Professional Development

The District shall follow the requirements for professional development in accordance with state law; Michigan School Code MCL 380.1526 & 380.1527

## ARTICLE 9 - SPECIAL TEACHING ASSIGNMENTS

9.1 Summer School - teacher selection, etc. Refer to Policies and Procedures currently in effect.

### 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 where tenure teachers are not available or in extraordinary cases. All student teacher assignments shall be made with approval through the Curriculum and/or Human Resources Departments. Under no circumstances will a student teacher be assigned to a first-year or a second-year teacher.
- .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 assign substitutes from among non-classroom teachers, i.e., clinicians, resource teachers, specials 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 \$30.00 per hour.

- 9.5 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.
- 9.6 Master Teacher/Mentor is as defined and/or permitted by the School Code MCL 380.1526.
- .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 mentee.
  - .4 Mentor assignments will be offered per administrative guidelines

#### ARTICLE 10 - DEPARTMENT, SUBJECT, GRADE, AND SCHOOL IMPROVEMENT CHAIRPERSONS

- 10.1 For the selection, term of office, and duties and functions, refer to the Administrative Guidelines in effect.
- 10.2 Compensation - see schedule Appendix A-6 or A- 7 of this Agreement.
- 10.3 Duties and Functions. Department, Subject, Grade, and School Improvement 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.
- 11.3 The Association shall be notified prior to notification of the member. 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.

- 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." Building administrators will appoint before the end of the current year a certified staff member from those interested for assignment the next year if such appointment is necessary.
- 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

*(See Appendix A-15)*

### 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 for ancillary staff, 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, and other relevant factors.
- .5 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 for ancillary staff 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, and for all other tenured teachers the following procedure shall be used to fill the vacancy:

.21 Vacancies shall be posted via the District on-line application system and notified through District email. Positions as above described shall be posted for at least five (5) working days.

.22 When school is not in session, notice of vacancies shall be posted via the District on-line application system and notified through District email 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 for ancillary staff unfilled after being posted shall be staffed by:

First - assigning an ancillary staff eligible for the position.

Second - offering contractual employment to eligible ancillary staff 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 ancillary staff, 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, Title I Coordinators/Consultants).
- .2 The Association shall be notified of Administrators' intent prior to notification of the member. 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 ancillary staff 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 ancillary staff 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 ancillary staff member 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) ancillary staff 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 an ancillary staff 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 Ancillary staff 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 ancillary staff member requests the removal, when the ancillary staff member is returned to a position similar to the position from which he/she was transferred, or when the ancillary staff member 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.
  - .22 By hiring a suitable substitute teacher.

## ARTICLE 13 - SENIORITY, LAYOFF, RECALL

*(See Appendix A-15)*

### 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 to the Association.
  - .61 The list shall include: the teacher names, Fitzgerald seniority, starting date, time deducted, tenure status, present assignment, type of



certification, and total years of teaching experience in the Michigan Public School System.

- .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 in a Michigan Public School System.
  - 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.

### 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 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.

- .2 Should a reduction be necessary in positions of ancillary staff, then the following factors shall be applied in the order of their listing:
  - .21 Length of service in the position in the district,
  - .22 Total length of service in position,
  - .23 Evaluation of performance in position in the district.

Those ancillary staff 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.

- .3 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.
  - .1 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. In cases of equal eligibility, the most senior applicant for a position shall be given preference.

#### 13.4 Recall

- .1 Teachers who successfully complete a probationary period are entitled to continuous employment.
- .2 A 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.

#### 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 reasons as approved by the Superintendent. 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 of 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 August 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 one-quarter (1/4) day of absence for every full week of service performed.
- .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 up to twenty-seven (27) days from reserve.
- .2 Written request by the teacher to draw from the reserve and submitted to the Director of Human Resources 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.
- .7 The Absence Day reserve bank established by the teachers ("additional bank") may be used as described in above Articles after the initial reserve bank of 125 days has been exhausted during a year. Days remaining from this "additional bank" carry over into future years. Once the "additional bank" is exhausted, each teacher shall contribute, the following year, one day from his/her annual allowance to reestablish the "additional bank".

#### 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, the Board will pay a supplement to Workers Compensation which shall be the difference between compensation payments and regular earnings based on a normal work week.
  - .3 Absence days shall be deducted from the employee's accumulation equal to the total supplement paid by the Board divided by the daily wage of the employee.
  - .4 Supplement to compensation payments shall cease upon exhaustion of employee's absence days accumulation. 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 a 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 or family: illness, injury, disability, or funeral attendance.
  - .2 Time necessary to conduct personal business, defined as conducting medical or legal affairs, 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 requests 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.

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

- .1 Notification of an absence shall be given at least (1) one hour prior to the regular report time for each day an absence is to occur. Notice is to be provided by utilization of the current absence recording system. An absence which becomes necessary during the school day shall be reported to the building Principal (or designee) and on the current absence recording system.
- .2 Any absence anticipated to last longer than five (5) days must be reported to the Human Resources Department by the employee. Absences will be coordinated with requirements of State and Federal laws and regulations as applicable.
- .3 Failure to properly report an absence 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 report an absence one hour prior to teacher report time 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 grieved.

14.18 Teachers under contract for the full school year who have used zero (0) absence days during the entire first semester of the school year shall receive \$200.00 stipend payment. Teachers under contract for the full school year who have used zero (0) absence days during the entire second semester of the school year shall receive \$200.00 stipend payment.

### ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

*(See Appendix A-15)*

15.1 Leaves of absence without pay may be granted to teachers, by the Board upon the recommendation of the Superintendent. Application for leave must be properly submitted to the building principal in the case of teachers and, for all others, the immediate administrative supervisor for that position. 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 six (6) weeks after the date of birth of the child or of the date of adoption. Such leave shall be granted for up to one (1) year. A one (1) year extension may be requested by the teacher and granted if approved by the Board of Education.

.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 for teacher placement.
- 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 an 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.
- 15.9 Beginning July 1, 2004, a union member requesting and qualifying for an FMLA leave may only get pay chargeable against the teacher's absence day allowance and/or accumulation for: personal illness, personal injury, disability, or other reasons approved by the Superintendent (per Articles 14.0 and 14.7.1). FMLA approved leaves for other than such personal qualifying conditions shall be unpaid.

## ARTICLE 16 - SABBATICAL LEAVE

*(See Appendix A-15)*

- 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 (\$100.00) per week plus twenty dollars (\$20.00) 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 (\$100.00) 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 (\$2000.00) 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 available 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.

#### 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 in-service and other training for some teachers, the Staff Development Committee will continue to provide such in-service 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 electronic 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 equal, bi-weekly payments throughout the school year, September through June.
    - .12 Annual teaching contract paid in equal bi-weekly payments throughout the school year & summer, September through August.

- .2 The District will issue pay dates for the next school year, prior to the end of the current school year including payroll options as listed in 18.1.1.
- 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 fifteen (15) consecutive pays beginning with the second pay period of the regular school year.
- 18.3 All pay and pay deductions will be based on days in an instructional year totaled from the scheduled number of work days plus recess days.
- 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 Appendix A1 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 (\$165.00) 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 (\$165.00) for each year of service to the district, or

.32 Should death occur during the school year in which age sixty-one (61) or sixty two (62) is attained: One Hundred Twenty Five Dollars (\$125.00) 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 (\$70.00) 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:

|                       |              |
|-----------------------|--------------|
| 50 – 100 unused days  | \$50 per day |
| 101 – 200 unused days | \$75 per day |
| 201 - 300 unused days | 100 per day  |

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

19.6 The Board shall provide MESSA PAK A and PAK B.

.1 PAK 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 to each teacher and his/her dependents, as defined in the agreed upon specifications.

.11 Subject to the annual caps below, beginning October 1, 2016, the board shall pay for: MESSA Choices (II) \$1,000/\$2,000 annual deductible, \$20.00 OV and Saver RX plan determined by the Association ("The Plan"). Subject to the annual caps below, beginning January 1, 2020, the Board shall pay for MESSA Essentials Plan, \$375/\$750 annual deductible. The employee choosing Pak A under 19.6.1 may elect either MESSA coverage: Choices II or Essentials Plan. The following are the Board paid annual maximum amounts toward the cost of the medical premium:

\$5,500 for Single Subscribers.

\$11,000 for Individual and Spouse.  
\$15,000 for Individual and Child  
\$15,000 for Full Family.

The remaining costs for the employee's elected medical premiums for each school year shall be paid by the employee through payroll deduction which will begin with the first payroll following the Health Insurance Company Annual Renewal and be spread among all remaining pay periods including July and August where applicable, unless payroll software makes this impossible. Changes to an employee's coverage made during open enrollment will begin with the first pay in January. Changes in coverage due to a qualifying event, outside the open enrollment period, will begin with the next pay period within reason.

- .12 Beginning September 1, 2013, the Board shall provide without cost MESSA/Delta Dental 80% Class I, II, III annual limit of \$1,500.00 and 80% Class IV lifetime limit of \$2,000, for a full twelve months each year of this agreement for the teacher and his/her dependents.
  - .13 Beginning September 1, 2013, the Board shall provide without cost MESSA VSP 2 Silver Vision, for a full twelve months each year of this agreement for the teacher and his/her dependents.
  - .14 Beginning September 1, 2013 the Board shall provide without cost MESSA Life Insurance in the amount of sixty (\$60,000) for the teacher only. 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.
  - .15 Beginning September 1, 2013 the Board shall provide without cost MESSA Dependant Term Life Insurance 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.
- .2 PAK-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 Beginning September 1, 2013, the Board shall provide without cost MESSA/Delta Dental 80% Class I, II, III annual limit of \$1,500.00 and



- 80% Class IV lifetime limit of \$2,000, for a full twelve months each year of this agreement for the teacher and his/her dependents.
- .22 Beginning September 1, 2013, the Board shall provide without cost MESSA VSP 2 Silver Vision, for a full twelve months each year of this agreement for the teacher and his/her dependents.
  - .23 Beginning September 1, 2013, the Board shall provide without cost MESSA Life Insurance in the amount of sixty (\$60,000) for the teacher only. 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.
  - .24 Beginning September 1, 2013, the Board shall provide without cost MESSA Dependant Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand dollars (\$5,000) for each dependent child as defined in the agreed upon specifications.
  - .25 Two hundred dollars (\$200.00) per month cash payment shall be added to gross pay for all individuals covered under 19.6.2. If thirty (30) FEA members are covered under 19.6.2, then an additional two hundred and eighty dollars (\$280.00) per month will be received for a total of four hundred and eight dollars (\$480.00) per month to be added to gross pay for all individuals covered. The teacher desiring to use these funds for a tax deferred annuity shall select the T.D.A. from the list of district approved carriers.
- .3 Beginning September 1, 2013 the Board shall provide without cost MESSA long-term disability insurance 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 five thousand dollars (\$5,000) 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 period of thirty (30) days, in each school year of this contract for employees to add, drop or make changes to their insurance options. In the qualifying 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 shall ensure that requirements for any State of Federally mandated laws or regulations (i.e. COBRA, HIPPA, FMLA) shall be coordinated with the articles in this contract and Board policies. 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 Leaves 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.
- 19.8 Retirement benefits - 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 who retire after August 31, 2004 and who were hired prior to January 1, 1994 and 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 up to eleven percent of the premium.

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.

- 19.9 A teacher wishing to continue any insurance coverage following termination, lay-off, or LOA must contact the Human Resources Department to make such arrangements.
- 19.10 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 grievor 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 presented electronically to all members now employed or hereafter employed by the Board.

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 and a half (180.50) teacher days for the 2021-2022 school year and one hundred eighty one (181) teacher days for the 2022-2023 school year.

.11 In the years that the teacher calendar starts on a Tuesday, the counselors, who start seven (7) days before teachers, may choose to either start on the assigned Friday or may start six (6) days before the teachers and work one additional hour on each of those six days.

.2 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, 2018 (except where otherwise noted) and shall remain in full force and effect until 11:59 p.m. August 31, 2021.

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.

23.3 In the event existing contractual language prohibits state mandated clock hours of instruction, re-negotiation of applicable articles and sections shall be done by both parties to accommodate legislative mandates. Any needed change or amended to this agreement for such hours shall be subject to ratification of the Board and the Association before becoming effective.

APPENDIX A-1 – Teacher’s Salary Schedule

2020-2022

| Step | BA       | MA       | ED. SP   | Ph. D.   |
|------|----------|----------|----------|----------|
| 1    | \$42,247 | \$46,520 | \$49,193 | \$51,676 |
| 1.5  | \$43,987 | \$47,513 | \$50,955 | \$53,437 |
| 2    | \$45,726 | \$48,507 | \$52,717 | \$55,198 |
| 2.5  | \$47,315 | \$50,096 | \$54,479 | \$56,960 |
| 3    | \$48,905 | \$51,685 | \$56,242 | \$58,723 |
| 3.5  | \$50,493 | \$53,325 | \$58,021 | \$60,486 |
| 4    | \$52,082 | \$54,965 | \$59,800 | \$62,249 |
| 4.5  | \$53,670 | \$56,802 | \$61,596 | \$64,010 |
| 5    | \$55,259 | \$58,639 | \$63,392 | \$65,770 |
| 5.5  | \$56,849 | \$60,624 | \$65,103 | \$67,484 |
| 6    | \$58,440 | \$62,609 | \$66,814 | \$69,197 |
| 6.5  | \$60,029 | \$64,593 | \$68,577 | \$70,861 |
| 7    | \$61,618 | \$66,577 | \$70,340 | \$72,524 |
| 7.5  | \$63,208 | \$68,565 | \$72,104 | \$74,435 |
| 8    | \$64,799 | \$70,553 | \$73,867 | \$76,347 |
| 8.5  | \$66,409 | \$72,539 | \$75,629 | \$78,109 |
| 9    | \$68,018 | \$74,525 | \$77,391 | \$79,871 |
| 9.5  | \$69,282 | \$76,610 | \$79,152 | \$81,634 |
| 10.  | \$70,546 | \$78,695 | \$80,913 | \$83,398 |
| 10.5 |          | \$80,481 | \$82,236 | \$84,723 |
| 11   |          | \$82,267 | \$83,558 | \$86,048 |

2021-2022:

2.42% off grid payment for employees with 1 to 4 years of Fitzgerald experience and for those at the top step of the salary schedule with over 1 year of experience. These payments are to be reportable income for retirement purposes.

1.5 step increase for all FEA employees with 10 or more years of FEA service, 1 step increase for all FEA employees with 4 to 9 years of FEA service. These steps are in addition to the .5 step increase all members received at the start of the 2021-2022 school year.

2022-2023

| Step | BA       | MA       | ED. SP   | Ph. D.   |
|------|----------|----------|----------|----------|
| 1    | \$42,775 | \$47,101 | \$49,808 | \$52,322 |
| 1.5  | \$44,536 | \$48,107 | \$51,592 | \$54,105 |
| 2    | \$46,297 | \$49,114 | \$53,376 | \$55,887 |
| 2.5  | \$47,907 | \$50,722 | \$55,160 | \$57,672 |
| 3    | \$49,517 | \$52,331 | \$56,945 | \$59,457 |
| 3.5  | \$51,125 | \$53,992 | \$58,746 | \$61,242 |
| 4    | \$52,733 | \$55,652 | \$60,548 | \$63,027 |
| 4.5  | \$54,341 | \$57,512 | \$62,366 | \$64,810 |
| 5    | \$55,950 | \$59,372 | \$64,184 | \$66,592 |
| 5.5  | \$57,560 | \$61,382 | \$65,916 | \$68,327 |
| 6    | \$59,170 | \$63,392 | \$67,649 | \$70,062 |
| 6.5  | \$60,779 | \$65,400 | \$69,434 | \$71,746 |
| 7    | \$62,388 | \$67,409 | \$71,220 | \$73,431 |
| 7.5  | \$63,998 | \$69,422 | \$73,005 | \$75,366 |
| 8    | \$65,609 | \$71,434 | \$74,791 | \$77,301 |
| 8.5  | \$67,239 | \$73,445 | \$76,575 | \$79,085 |
| 9    | \$68,869 | \$75,456 | \$78,359 | \$80,869 |
| 9.5  | \$70,148 | \$77,568 | \$80,142 | \$82,655 |
| 10.  | \$71,428 | \$79,679 | \$81,925 | \$84,440 |
| 10.5 |          | \$81,487 | \$83,264 | \$85,782 |
| 11   |          | \$83,295 | \$84,603 | \$87,124 |

2022-2023:

1.25% on schedule increase to the salary schedule.

1.5 step increase for all FEA employees with 10 or more years of FEA service, 1 step increase for all FEA employees with 6 to 9 years of FEA service, .5 step increase for all employees with 4 or 5 years of FEA service. These steps are in addition to the .5 step increase all members will receive at the start of the 2022-2023 school year.



1. 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.
  
8. Advancement on the salary schedule for degrees earned during the work year (requirements completed) shall be prorated as follows:

$$\frac{\text{days remaining x salary differential}}{\text{total days in contract year}}$$

#### APPENDIX A-2 – Supplemental Salaries

The following positions shall be paid \$20.00 per hour:

- Non-grant After/Before School Instruction (not supervision)
- Extended Day & Extended Year Instruction – Non-Grant
- Homebound Instruction
- Middle School Swimming
- After-School Detention
- Summer Curriculum
- Bus Duty - assigned on a volunteer basis then on a rotation of available staff.

#### APPENDIX A-3 - Longevity

Teachers with five (5) years of Fitzgerald teaching experience shall be paid, starting with their sixth (6th) year, \$375.00 (total).

Teachers with ten (10) years of Fitzgerald teaching experience shall be paid, starting with their eleventh (11th) year, \$635.00 (total).

Teachers with fifteen (15) years of Fitzgerald teaching experience shall be paid, starting with their sixteenth (16th) year, \$875.00 (total).

Teachers with twenty (20) years of Fitzgerald teaching experience shall be paid, starting with their twenty-first (21st) year, \$1,750.00 (total).

Teachers with twenty-five (25) years of Fitzgerald teaching experience shall be paid, starting with their twenty-sixth (26th) year, \$2,625.00 (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.

## APPENDIX A-4 - 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 varsity coach for the named sport, or another varsity coach if the vacant position is that of the varsity position, will be asked to sit in on the coaching interview as a non-voting, advisory member of the interview team.

The contract for a position is for one (1) school year only. Positions filled with non FEA members will be posted every 3 years beginning at the end of the 2005-06 school year. 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 current 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.

Compensation is paid per sport. In the instance that more than one or more coach share responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the following appendices:

### Coaching Wage Scale

| <u>Sport</u>      | <u>Level</u>        | <u>%</u> | <u>Sport</u>                | <u>Level</u>   | <u>%</u> |
|-------------------|---------------------|----------|-----------------------------|----------------|----------|
| Baseball/Softball | Varsity             | 7.0%     | Soccer                      | Varsity        | 6.5%     |
| Baseball/Softball | Junior Varsity      | 6.0%     | Soccer                      | Junior Varsity | 5.5%     |
| Baseball/Softball | Middle School       | 5.0%     | Swimming                    | Varsity        | 8.0%     |
| Basketball        | Varsity             | 9.5%     | Tennis                      | Varsity        | 6.5%     |
| Basketball        | Junior Varsity      | 7.0%     | Track                       | Varsity        | 6.5%     |
| Basketball        | Freshman            | 6.0%     | Track                       | Junior Varsity | 6.0%     |
| Basketball        | Middle School       | 5.0%     | Track                       | Middle School  | 5.0%     |
| Cheerleading      | Varsity-Fall        | 4.0%     | Volleyball                  | Varsity        | 7.0%     |
| Cheerleading      | Varsity-Winter      | 4.0%     | Volleyball                  | Junior Varsity | 6.0%     |
| Cheerleading      | Junior Varsity-Fall | 3.5%     | Volleyball                  | Middle School  | 5.0%     |
| Cheerleading      | Jr. Varsity-Winter  | 3.5%     | Wrestling                   | Varsity        | 8.0%     |
| Cheerleading      | Middle School       | 3.0%     | Wrestling                   | Junior Varsity | 6.0%     |
| Cross Country     | Varsity             | 6.5%     | Wrestling                   | Middle School  | 5.0%     |
| Football          | Varsity             | 9.5%     | Additional pre-approved     |                |          |
| Football          | Varsity Assistant   | 7.0%     | tournaments beyond expected |                |          |
| Football          | Junior Varsity      | 6.5%     | season schedule             |                |          |
|                   |                     | 1.5%     |                             |                |          |

|          |                       |      |
|----------|-----------------------|------|
| Football | Jr. Varsity Assistant | 6.0% |
| Football | Freshmen              | 6.0% |
| Football | Freshmen Asst.        | 5.0% |
| Football | Middle School         | 5.0% |
| Football | Middle School Asst.   | 4.5% |

APPENDIX A-5 - Salaries, Special Assignments

Stipends are paid per club/organization/position. In the instance that more than one person share responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the following appendices:

|  |      |
|--|------|
| *Athletic Coordinator (Middle School)      | 6.0% |
| Marching Band Director                     | 8.0% |
| Marching Band Assistant Director           | 3.5% |
| Class Sponsor (Senior)                     | 5.5% |
| Class Sponsor (Junior)                     | 2.5% |
| Class Sponsor (Sophomore)                  | 2.0% |
| Class Sponsor (Freshman)                   | 1.5% |
| Debate Coach                               | 3.0% |
| Dramatics Director                         | 9.0% |
| Dramatics Assistant Director               | 4.5% |
| Forensics Director                         | 3.5% |
| Music:                                     |      |
| High School Band Director                  | 7.0% |
| Middle School Band Director                | 3.5% |
| Elementary Band Director                   | 3.0% |
| High School Vocal Director                 | 3.0% |
| Middle School Vocal Director               | 3.0% |
| Elementary Vocal Director                  | 2.0% |
| National Honor Society (High School)       | 2.0% |
| Robotics:                                  |      |
| High School                                | 4.5% |
| Middle School                              | 4.5% |
| Sponsor Yearbook/Newspaper (High School)   | 4.0% |
| Sponsor Yearbook/Newspaper (Middle School) | 2.0% |
| Student Council (High School)              | 5.5% |

.1 Academic special assignments start at step one (1) of the current Bachelor's salary schedule. All future assignments are based on the current Bachelor's salary schedule.

.2 Credit up to step three (3) can be allowed.

APPENDIX A-6 - Salaries, Elementary Subject and Grade Chairpersons

Stipends are paid per club/organization/position. In the instance that more than one person share responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the following appendices:

Each subject chairperson shall be paid three hundred dollars (\$300).  
 Each grade chairperson shall be paid five hundred dollars (\$500).

APPENDIX A-7 - Salaries, Department and School Improvement Committee Chairpersons

|                              |                            |
|------------------------------|----------------------------|
| School Improvement Chairs    | \$1,000 per building       |
| School Improvement Committee | \$20.00 p/h up to 15 hours |

Stipends are paid per club/organization/position. In the instance that more than one person share responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the following appendices:

High School Department:

|                            |        |
|----------------------------|--------|
| Art                        | \$ 500 |
| Counseling / Mental Health | \$ 750 |
| English                    | \$1200 |
| Foreign Language           | \$ 500 |
| Career Technical Education | \$1000 |
| Mathematics                | \$1200 |
| Physical Education         | \$ 500 |
| Science                    | \$1200 |
| Social Studies             | \$1200 |
| Special Education          | \$1000 |
| Performing Arts            | \$1000 |

Middle School Department:

|                            |        |
|----------------------------|--------|
| Art                        | \$ 400 |
| Counseling / Mental Health | \$ 600 |
| Language Arts              | \$ 900 |
| Mathematics                | \$ 900 |
| Physical Education         | \$ 400 |
| Science                    | \$ 900 |
| Social Studies             | \$ 900 |
| Special Education          | \$ 800 |
| Technology                 | \$ 600 |

APPENDIX A-8 - Salaries, Chaperone

Compensation for chaperon services shall be:

\$35.00 per activity.

The Association and District will select representatives to meet regarding the process for selecting chaperones to ensure equitable distribution on opportunity.

## APPENDIX A-9 - Salaries, Club Sponsors

Stipends are paid per club/organization/position. In the instance that more than one person share responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the following appendices:

1. Sponsors of approved clubs will receive a minimum of \$300 per year.
2. Additional moneys will be considered per administrative guidelines.

## APPENDIX A-10 – Temporary Administrator Pay

A temporary administrator will be paid an additional \$30.00 per day prorated for each day s/he is requested to substitute for an absent administrator. A substitute will be provided for the temporary administrator's regular assignment.

## APPENDIX A-11 – Calendar Committee

The Calendar Committee will be comprised of three members from the Fitzgerald Education Association and Fitzgerald Public Schools Superintendent or designee(s) to agree to any open successor calendar year within the parameters of the law.

## APPENDIX A-15

*The below articles shall apply fully to all ancillary members.*

*Should future legislative action, court decision, or voter initiative make bargaining of the below articles permissible for all teachers, including tenured teachers, or allow the rights of ancillary member in this contract to be bargained for all teachers, including tenured teachers than that language and these articles shall take immediate effect and apply to all teachers.*

## ARTICLE 12 - PROMOTIONS, VACANCIES, TRANSFERS

### 12.1 Promotions

- .5 The Board declared 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).

### 12.2 Vacancies

- .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 who have tenure or have completed three years of their probationary period, may apply and submit a letter of application to the Human Resources office. Such vacancies shall be filled on the basis of seniority and eligibility as defined within Article 13.

#### 12.4 Temporary Vacancy

- .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.

### ARTICLE 13 – SENIORITY, LAYOFF, RECALL

#### 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 satisfactory 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.

.23 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 the 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 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, 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 Teachers who successfully complete a probationary period are entitled to continuous employment.

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 15 – LEAVES OF ABSENCE WITHOUT PAY

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 any 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.

#### ARTICLE 16 – SABBATICAL LEAVE

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.

#### Appendix A-16 – AGENCY FEE AGREEMENT

##### Agency Fee Agreement

The Board of Education of the Fitzgerald Public School District (“Employer”) and the Fitzgerald Education Association, MEA/NEA (“Association”) desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by the Association without paying their fair share for those benefits. The Employer and Association acknowledge that Public Act 349 was not given immediate effect from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits

to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.
  
- B. The procedure in all cases of non-payment of the service fee shall be as follows:
  1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he or she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he or she shall be reported to Employer and a deduction of service fee shall be made from his or her salary; and
  
  2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law; and
  
  3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision agrees not to discriminate among bargaining unit members.
  
  4. If during the term of this Agency Fee Agreement it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, the Association shall have the right to pursue any other lawful remedies.

- C. With the respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.
- D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon request of a bargaining unit member.
- E. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents, or employees, for any costs or damages which may be assessed against all or any of them arising out of enforcement of this Agency Fee Agreement, provided, however, that:
  - 1. Neither the duty to defend not the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, agents, or employees,
  - 2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and
  - 3. IF Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
  - 4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
  - 5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, agents, or employees under this Agency Fee Agreement, after consultation with Employer.
- F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.

- G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.
  
- H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.
  
- I. In the event that a penalty is assessed as a result of the district entering into this Agreement by the State of Michigan, or the State of Michigan, as a condition to approving any deficit elimination plan proposed by the District, requires rescission or modification of this Agreement, then the parties shall immediately meet to bargain possible modifications of this Agreement to support the District's receipt of all otherwise available revenues and/or securing such approval from the State of Michigan.
  
- J. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 23, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2022. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and not longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

Fitzgerald Education Association, MEA/NEA

Fitzgerald Public Schools

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_