COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FITZGERALD EDUCATION ASSOCIATION, MEA/NEA

AND

THE FITZGERALD BOARD OF EDUCATION

2025-2027

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.

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	ASSOCIATION AND TEACHER RIGHTS	4
ARTICLE 3	MANAGEMENT RIGHTS	7
ARTICLE 4	STUDENT DISCIPLINE AND TEACHER PROTECTION	7
ARTICLE 5	PROFESSIONAL BEHAVIOR	8
ARTICLE 6	TEACHER SUPERVISION AND EVALUATION	11
ARTICLE 7	TEACHING CONDITIONS	14
ARTICLE 8	TEACHER HOURS AND CLASS LOAD	19
ARTICLE 9	SPECIAL TEACHING ASSIGNMENTS	22
ARTICLE 10	DEPARTMENT, SUBJECT, GRADE, AND SCHOOL IMPROVEMENT CHAIRPERSONS	23
ARTICLE 11	PROFESSIONAL ASSIGNMENTS	24
ARTICLE 12	PROMOTIONS, VACANCIES, TRANSFERS	24
ARTICLE 13	SENIORITY, LAYOFF, RECALL	27
ARTICLE 14	ILLNESS, INJURY, EMERGENCY, OR BUSINESS LEAVE DAYS	31
ARTICLE 15	LEAVES OF ABSENCE WITHOUT PAY	37
ARTICLE 16	SABBATICAL LEAVE	39
ARTICLE 17	PROFESSIONAL IMPROVEMENT	41
ARTICLE 18	PAYROLL INFORMATION	41
ARTICLE 19	PROFESSIONAL COMPENSATION, RETIREMENT, INSURANCE	42
ARTICLE 20	PROFESSIONAL GRIEVANCE PROCEDURE	47
ARTICLE 21	NEGOTIATION PROCEDURES	49
ARTICLE 22	MISCELLANEOUS PROVISIONS	49
ARTICLE 23	DURATION OF AGREEMENT	51
APPENDIX A-1	TEACHER'S SALARY SCHEDULE	52
APPENDIX A-2	SALARIES, SUPPLEMENTAL	53
APPENDIX A-3	LONGEVITY	53
APPENDIX A-4	COMPENSATION FOR COACHING ASSIGNMENTS	54
APPENDIX A-5	SALARIES, SPECIAL ASSIGNMENTS	58
APPENDIX A-6	SALARIES, ELEMENTARY SUBJECT AND GRADE CHAIRPERSONS	58
APPENDIX A-7	SALARIES, DEPARTMENT AND SCHOOL IMPROVEMENT COMMITTEE CHAIRPERSONS	59
APPENDIX A-8	SALARIES, CHAPERONE	59
APPENDIX A-9	SALARIES, CLUB SPONSORS	60
APPENDIX A-10	TEMPORARY ADMINISTRATOR PAY	61
APPENDIX A-11	CALENDAR COMMITTEE	61
APPENDIX A-12	MEMO OF UNDERSTANDING	61

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

For 2025-2027 Contract Negotiations

This Agreement entered into this 19th day of August 2025, 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"). Individuals who do not possess teaching certificates but are serving a probationary period under the Tenure Act are also considered a "teacher" for purposes of this definition. Individuals who may possess a teaching certificate but are assigned to a position for which a certificate is not required, are not subject to this definition or its implementing regulations (e.g. school social workers, school psychologists, school nurses, occupational therapists, etc.) "Teacher" is defined to mean "a certified individual employed for a full school year by any board of education or controlling board. "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

This Article shall become effective on August 1 of the year the Association notifies the District of its intent to implement payroll deduction of Association dues and/or political action committee (PAC) contributions with at least six weeks notice.

Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership will sign and deliver to the Association a signed form authorizing the payroll deduction of dues and/or contributions to the Association and/or its PAC. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Association. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

The Association will provide the district with a spreadsheet indicating members and the amount of dues to be deducted. Pursuant to such authorization, the District shall deduct one-twentieth (1/20th) of such dues and/or contributions to PAC from the regular salary check of the bargaining unit member twice a month for 10 months, beginning in the first paycheck in September and ending in June of each year. In the months where there are 3 pay periods dues will not be deducted on the third pay period.

If the payroll deduction amounts change within the course of any school year, the Association shall notify the Employer.

.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 Upon receipt of authorized payroll deductions for Association dues and contributions to the Association and/or its PAC, the District shall transmit these payments to the Michigan Education Association via provided ACH within 10 (ten) days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues, MEA-PAC) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). This Association-specific report shall be provided via email to the Michigan Education Association within the 10 (ten)-days days requirement.

.4 In the event of any legal action against the District brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

.41 The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and

.42 The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making legally required information available at both trial and appellate levels and

.43 The Association and District will work collaboratively to settle all claims which it defends under this section.

.5 This provision will be subject to bargaining if:

.51 A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, Janus v AFSCME, _____US_____; 138 S Ct 2448 (2018).

.52 The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

.6 No teacher shall be prevented from wearing insignia, pins, or other identification of membership in his/her organization either on or off school premises.

.7 The District 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 they were 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 4th 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. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than three (3) days after the time discipline is imposed.

.1 A program of progressive discipline shall be followed:

1. Verbal Warning
2. Written Warning (copy placed in employee file)
3. Suspension
4. Multiple Day Suspension
5. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

.11 The employer shall offer union representation to the bargaining unit

employee in any case where an allegation has been made against the employee by a parent, student, or colleague that results in disciplinary action and or causes a member to be placed on a leave. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the Association will provide an available representative.

.2 In the event of the discharge of a tenure teacher, review of such discharge shall be exclusively pursuant to the Tenure Act provisions. In the event of the discharge or the non-renewal of a probationary teacher, review of such discharge shall be subject to the grievance procedure. 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, they shall not have recourse to the grievance procedure. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

.3 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.

.4 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 exercises 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 Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

.1 specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

.2 an evaluation of the teacher's job performance with timely and constructive feedback.

.3 clear approaches to measuring student growth with relevant data on student growth.

.4 multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

.5 the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. Student growth data shall be determined using NWEA at applicable grade levels. The student growth percentiles using individual and building scores will be calculated at the district level.

.6 The year-end evaluation, (can be found in our online evaluation and professional development platform) shall be completed using the Evaluation Tool and Form approved by the Board of Education and will be based upon assessment, but is not limited to, all of the following criteria:

.61 Twenty (20) percent of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249 (6)(a)

.62 The teacher demonstrated pedagogical skills, including the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating; and consistent preparation to maximize instructional time.

.63 The teacher's management of the classroom, manner and efficacy of disciplining pupils, and rapport with parents and other teachers.

.7 In addition to the criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan ("IDP")

.8 In addition to the criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an IDP will be based on multiple classroom observations and shall include an assessment of the teacher's progress in meeting the goals of his or her IDP

6.2 The Association will be notified in writing by February 15th when an administrator determines that a teacher's 1st semester performance may lead to a less than satisfactory evaluation. In the event that a teacher is hired after the start of the school year the notification date will extend based on the teachers start date providing that the Association is notified in advance of the teacher 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.

6.3 Observations

Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

.1 The teacher shall be notified no later than September 30th of each year (or within two weeks for an employee or supervisor hired after the start of the school year) who the administrator, or their designee, will be that conducts their year-end evaluation. The district may change the administrator at the district's sole discretion with 10 (ten) days notice.

.2 The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

.21 The observation must include a review of pupil engagement in the lesson that is observed.
.22 The observation shall be no less than thirty (30) consecutive minutes.
.23 There shall be notice of the planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 6.3.2 before the classroom observation occurs.
.24 Feedback on 6.3.2 will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the "Post-observation" feedback form.
.25 There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first

observation shall occur no later than December 15th of each school year.
.26 In the event the teacher is hired after the start of school, the first observation shall occur by January 31st or within 60 days of their start date, whichever is later.

6.4 Effectiveness Rating

Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

.1 The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the second to last day of school each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

.2 Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) consecutive days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district using the prior years' student growth numbers.

.3 Beginning in the 2024-2025 school year, If a tenured teacher is rated -"effective" on three (3) consecutive year-end evaluations, they shall be evaluated every other year. Prior to the 2024-2025 school year, the teacher would need to have received a rating of "highly effective" to be included in the consecutive year scores. If the subsequent year-end rating is not "effective" on an evaluation following the-skipped year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years. At the district's sole discretion, an evaluator can enact an IDP for a teacher on a "skip" year. (A visual matrix can be found in the Evaluation Handbook)

.4 In addition to the above procedures (Section 6.3), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

.41 specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

.42 training to be provided by the district to assist the teacher in meeting the goals of the IDP. The teacher is required to attend the IDP training, unless valid and demonstrable reason is provided by the union. Failure to do so shall constitute just cause for discipline.

.43 a mid-year progress report, supported with at least one (1) classroom observation conducted consistent with Section 6,2 above and completed no later than February 1st, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

.44 A Mentor teacher shall be assigned to each teacher required to receive an

IDP.

.5 A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

.51 The teacher may request a review of the evaluation and the rating from the district's superintendent. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. A written response to the review with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

.52 If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

. 53 The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

.54 Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association stating that mediation will be scheduled as appropriate.

.55 A tenured teacher who receives two (2) consecutive ratings of **"**needing support" may demand to use the grievance procedure as outlined in Article 20.

6.5 Training

.1 Training on evaluation system, tools, and reporting forms: Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

.2 Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems (ex. Danielson) and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE that minimally includes all of the following:

.21 A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms.

.22 Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

.23 Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

.24 Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

.25 Ongoing support for evaluators, including feedback from administrators to help them improve their skills and ensure they are consistently applying the evaluation criteria.

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. The board understands and respects the time needed to prepare for welcoming a new student into class. The district will provide teachers a minimum of 24 hours notice before a new student enters a class unless it is the day before count day or end of school of choice window.

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:

Grades Kindergarten - 24 students
Grades 1 through 3 - 27 students
Grades 4 through 5 - 30 students
Grades 6 through 12 - 33 students

.11 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.

.12 Grades 6 through 12 shall not total more than 165 students per day.

.13 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 $1000.00 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 $200.00 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 $35 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.

.36 Students mainstreamed in the General Education setting for more than half their school day will count towards the general education teachers class size.

.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 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 $35 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.

.36 Students mainstreamed in the General Education setting for more than two hours not including lunch will count towards the general education teachers class size.

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 the cost to replace or repair damaged personal items up to seven hundred and fifty dollars ($750) per incident for 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 with a value of $50 or more needs to be reported to the principal and is

subject to the principal's approval, 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) meetings beyond the contractual work day for staff, MTSS, building, department, and grade level meetings. The two meetings shall be scheduled for a max of 135 minutes per month, not to exceed 75 minutes per meeting. For elementary staff, one (1) grade level or department meeting will be held per month during common planning time, when available, and will not exceed 40 minutes, unless mutually agreed upon by Administration and Union. For secondary staff, one prep period per month will be used for common planning time for co-teachers and cross curricular staff, when available. 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 Staff will be provided time within the work day or time in lieu of monthly meetings equivalent to the average time allotted to complete online/virtual training including but not limited to ALICE, CPI, Bloodborne Pathogens, Harassment, and Seclusion and Restraint.

.8 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 <u>Class Load</u>

.1 Principals will provide each teacher with a full-time, regular classroom assignment, with at least 275 minutes of planning time, during the instructional week.

.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 55 minute specials classes for a total of 275 minutes per week. Principals can schedule and arrange for common planning periods within this context.

[Note: This is with the understanding that at buildings without a media specialist/librarian 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 shall not be compensated or reimbursed for loss of that preparation/planning time.

.13 On weeks that are less than five full school days, teachers will not be required to meet as a grade or content level during their common planning time that week.

.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.

.41 For teachers assigned to two buildings, on days when travel time cannot be built into their schedule, their teacher report time and dismissal time will be the same as students.

.5 Teachers having an added class assignment or given the responsibility of planning and or preparing for a classroom or class other than their scheduled 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 posted annually and 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.

.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 and shall be compensated at the rate of $40 per hour. Such assignments shall be made on a rotating basis.

Rotations will be digitally tracked by the member and the administrator in a shared document. Each building's shared document will be shared with the Association. When the staff member reaches 30 hours as a substitute per semester and has notified their building administrator, they are removed from the rotation until the next consecutive semester.

.3 Teachers who miss planning/prep time when no suitable substitute can be employed shall be compensated at the rate of $40 per hour.

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 $35.00 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:

- Two hundred dollars ($200.00) per mentor and forty dollars ($40.00) 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

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 they may have had under this Agreement prior to such transfer to supervisory or executive status.

.6 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

.1 Vacancy shall be defined as a new bargaining unit position or one which will be open for one (1) semester or longer as a result of a promotion, leave of absence without pay, termination, or retirement, except those positions in Section 12.1 above.

.2 Bargaining unit vacancies shall be filled first in accordance with the procedures of Article 13. In those instances where the vacancy cannot be filled in accordance with Article 13, the following procedure shall be used to fill the vacancy:

.21 Vacancies shall be posted 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. Teachers who have tenure or have completed three years of their probationary period with effective ratings, may apply and submit a letter of application to the Human Resources office.

.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 The most qualified applicants shall be awarded the position based on the qualifications in the job posting as compared to their resume, employment application and interview responses

The most qualified and adequately certified internal applicant shall be determined as follows:

.1 Employees awarded the position must have 100% of their year-end evaluations as a bargaining unit employee rated as

"effective" or higher. In the event no internal employee meets this criterion, then this requirement shall not apply.

.2 If two or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

.3 Teachers interested in being considered for a voluntary transfer for the following school year shall submit such requests in writing to the Director of Human Resources 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.

.4 On the first Monday in June, the Board shall post 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 Director of Human Resources, 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.

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 Pre K - K to 1 - 3 or 4 - 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/ancillary staff 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). The determination of the teaching staff to be transferred involuntarily shall be made on the basis of seniority and certification provided that the remaining teachers are qualified 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/teacher who is not satisfied with the transfer may, for the following school year:

.41 Request the administration to place them in a vacancy that most closely resembles the assignment from which they were transferred.

.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/teacher who have been involuntarily transferred 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/teacher member requests the removal, when the ancillary staff/teacher member is returned to a position similar to the position from which they were transferred, or when the ancillary staff/teacher 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 in accordance with Article 13 but exclusive of any voluntary or involuntary transfer provisions. In the application of this provision preference shall be given to those laid-off teachers who have applied for work as a substitute teacher in the district for the current year.

.22 By hiring a suitable substitute teacher.

ARTICLE 13 - SENIORITY, LAYOFF, RECALL

13.1 Seniority

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

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

.3 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.

.4 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.

.5 The bargaining unit seniority list shall be updated by April 15th of each year and copies of the list shall be provided to the Association.

.51 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.

.52 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.

.53 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. If two or more teachers or two or more ancillary staff have the same hire date or equal total years of teaching experience in a Michigan Public School System, they shall draw a tie breaking number. Tie-breaking numbers will be used to determine placement on the seniority list. The lower the number, the greater the seniority.

13.2 Eligibility

As used in this article, eligibility shall be defined as having a valid Michigan Teaching Certificate with proper endorsements or be in the Grow Your Own Program.

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 Teachers with a less than effective evaluation of performance in the position in the district in the most recent two consecutive years.

.12 Teachers without a valid MTTC will be laid off provided there are properly certificated, eligible teachers to replace them.

.13 If further layoffs are necessary, then teachers teaching in a classroom without the required endorsement for that subject/grade provided there are eligible teachers to replace them.

.14 Length of service in the position in the district

.15 Total length of service in position

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.

.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 May 15 of the current school year. As soon as the names of teachers to be laid off are known, the listing shall be given to the Association. This communication shall take place before any contact regarding layoff is made with individual teachers. Teachers to be laid off under this provision shall be notified no later than the Friday after the third Thursday in May.

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

.3 Should a reduction be necessary in positions of 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.

.4 Teachers and ancillary staff laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 19 until the end of the month of the notice of layoff. After that, a laid-off teacher or ancillary staff may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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 they are physically and/or emotionally disabled to a degree which prevents them performing the normal duties of the assignment. Such a disability must be verified by a physician's opinion at the teacher’s expense.

.5 A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which they were laid off shall be deemed a voluntary resignation and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such a case, the teacher shall have the ability to finish two weeks in their current district before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily resigned as set forth above.

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 The tuition costs for courses will not be reimbursed to the teacher

.2 Article 16 Collective Bargaining Agreement, "Summer Sabbatical," or

.3 Collective Bargaining Agreement, Appendix A-1.

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

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

14.0 Teachers shall be granted an annual allowance of absence days which shall be used to cover absence due to personal or family illness, personal injury, disability, business or funeral attendance 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 Employees shall be entitled to three (3) consecutive days of bereavement per occurrence for a member of his/her immediate family. Immediate family shall be defined as: Parents (Step), Children (Step), Grandparents, Spouse, Domestic Partner, Brother, Sister, Mother and Father-in-law (including parents of Domestic Partner). The use of two (2) of the three (3) days may be deferred for up to four (4)

calendar months for business directly related to the death.

Employees shall be entitled to one (1) day of bereavement for the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or the employee's first cousin. The employee, at the approval of the Superintendent, may utilize a leave day for the death/funeral of persons not specifically listed. The District may approve up to two (2) additional days of bereavement per occurrence for travel.

The employee, upon request, may be required to furnish documentation supporting the use of bereavement days.

14.2 For partial days of absence, partial days of leave shall be deducted from the employee's accumulation rounded up to the nearest hour 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 or family 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".

.8 Approval of the use of Absence Reserve shall be based on review of the absence reason by a committee of district appointed representatives, including a member of the union executive board, a principal, and a central office administrator.

.9 If employment ends prior to the repayment of the time borrowed from the absence day reserve plan, the balance will be deducted from the employee's final check and invoiced if the final check doesn't cover it.

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 they are 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, business 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. Such days may not be used immediately preceding or following holidays or school vacation breaks without prior administrative approval. The use of absence days for personal business shall be subject to the following conditions:

.21 All requests shall be made in writing to your supervisor with as much notice as possible.

.22 Requests for absence beyond three (3) days, shall be made to the Superintendent.

.23 Unless teachers are notified in writing to the contrary within three (3) working days following the request, such request shall be considered to have been approved.

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/Summoned 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 term- "Immediately" will be defined as, " at once, instantly, without delay, without any intervening time or space".

Receiving a Subpoena and appearing for said subpoena will not have an affect on the Perfect Attendance payout item if it is for school business and approved by the administrator.

During the regular school year - if Subpoenaed, the teacher must immediately notify the building principal and Human Resources of the notice to appear. In exceptional cases (late mail delivery, vacation, illness) and the teacher was unable to notify the building principal and Human Resources immediately, they must notify within 24 hours of receipt or no later than two weeks before the date to appear noted on the subpoena.

During the summer - if Subpoenaed during the summer for a date during the school year, the teacher must notify the building principal no later than 48 hours after receipt of the notice to appear. In exceptional cases (late mail delivery, vacation, illness) and the teacher was unable to notify the building principal and Human Resources immediately, they must notify no later than two weeks before the date to appear noted on the subpoena.

Summoned Witness - these will be addressed on a case by case basis as there are varying types of summons, those in which the person must appear and those that they may request to be excused for.

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 Each quarter of the school year, teachers who have used zero (0) absence days will be eligible for a $200.00 stipend payment for an attendance incentive. Absences for

qualifying bereavement, workers comp, professional development, subpoenaed for school business (not personal), or summoned with presence required for school business, and school business do not dis-qualify employees for the attendance incentive.

14.18 Teachers absent from duty on District Provided Professional Development Days shall not draw pay unless a doctor's note is provided to Human Resources for the absence. This item shall not apply to an absence due to an approved school business or other special circumstances as approved by the Human Resources Office.

ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

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 they intend 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 they 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

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 they would have attained had the sabbatical leave not occurred.

16.10 A teacher shall be responsible for the fulfillment of the terms and/or conditions of the approved study or travel and shall furnish a written progress report at the conclusion of each semester, or the summer term.

16.11 A teacher returning from school year sabbatical leave shall be placed in a position:

.1 The same as or equal to that held immediately prior to leave, or

.2 A second choice position the teacher is qualified for, or

.3 As a resource teacher.

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

16.12 Miscellaneous

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

ARTICLE 17 - PROFESSIONAL IMPROVEMENT

17.1 It is agreed that professional competence and growth is enhanced through teacher participation in educational conferences. Staff participation in such conferences is subject to budget limitations and administrative approval.

17.2 It is agreed that in some instances it will be necessary for selected teachers to get additional preparation to meet the needs of the district. The Board agrees to pay tuition costs for such preparation provided that:

.1 Such credit is not used to obtain advanced degree or certification,

.2 Such credit is not used to qualify for additional salary allowance,

.3 Teacher makes application prior to taking such preparation and receives administrative approval.

17.3 Since teacher reassignment may create special needs for 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

EXAMPLE: 35 unused days are not paid out, 60 days are paid 60 days at $50 per day, 150 days are paid 150 days at $75 per day, 257 days are paid 257 days at $100 per day.

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

.2 Employees upon retirement from the district shall have termination payments (including unused sick days, years of service retirement benefit and retirement incentive if applicable deposited to an employer sponsored special pay deferral plan (Special Pay 403b).

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

.1 PAK A - Teachers shall have the following MESSA medical plans available for enrollment: (1) Choices ($1,000/$2,000 deductible, 5 Tier Rx), (2) ABC 2 ($2,000/$4,000 deductible, 5 Tier Rx) and (3) Essentials by Messa. 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 The employee choosing Pak A under 19.6.1 may elect MESSA coverage. The following are the Board paid annual maximum amounts toward the cost of the medical premium:

2025
$7,718.26 for Single Subscribers
$16,141.28 for Two Person-Spouse
$21,049.85 for Full Family or Two Person - Parent/Child

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.

The district will continue contributing to the cost of medical insurance at the 2025, 2026 and 2027 Hard Cap amounts.

Annually, the Association shall elect the MESSA medical plan options that will be available beginning January 1, of each subsequent year. The elected options shall be determined by September 25 and communicated to the Board and MESSA Representative for implementation.

.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 Dependent 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 griever 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 one (181) teacher days for the 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 reinstitution 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, 2025 (except where otherwise noted) and shall remain in full force and effect until 11:59 p.m. August 31, 2027.

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

2025-2026

STEP	BA	MA/BA+30	ED SP/MA+30	PhD/ED SP +30
1	$46,760	$48,163	$50,089	$52,594
2	$49,098	$50,571	$52,594	$55,223
3	$51,553	$53,099	$55,223	$57,985
4	$54,131	$55,754	$57,985	$60,884
5	$56,837	$58,542	$60,884	$63,928
6	$59,679	$61,469	$63,928	$67,124
7	$62,663	$64,543	$67,124	$70,481
8	$65,796	$67,770	$70,481	$74,005
9	$69,086	$71,158	$74,005	$77,705
10	$72,540	$74,716	$77,705	$81,590
11	$76,167	$78,452	$81,590	$85,670
12	$79,975	$82,375	$85,670	$89,953
13		$86,493	$89,953	$94,451
14		$90,818	$94,451	$99,173

2025-2026

A. The salary schedule has been restructured
B. Removed 1⁄2 step from salary schedule
C. All current FEA members will move to the 2025/26 step on the new salary grid closest to their 2024/25 salary but still providing an increase in 2025/26
D. Stipend for 2025/26 FEA members at the start of the 25/26 school year to equate to a total increase of at least 3.5% if their new 25/26 step doesn't provide at least 3.5% increase from 24/25. The stipend will be spread over the 22 or 26 pay periods of 2025/26
E. Added BA+30, MA+30 and ED SP+30 to degree lanes
F. Added step 12 for BA, step 12-14 for MA, ED SP and Ph.D.

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.

2. 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

Academic

The following positions shall be paid $40.00 per hour:

- Non-grant After/Before School Instruction (not supervision)
- Non-grant Extended Day & Extended Year Instruction
- Homebound Instruction
- Non-grant Summer Curriculum

Non-Academic

The following positions shall be paid $35.00 per hour:

- Non-grant After-School Detention
- 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 their designee and who agree to perform the designated coaching assignments beyond the routine school day.

The contract for a position is for one (1) school year only. Positions filled with non FEA members will be posted every 3 years. The Board of Education shall not use its right to terminate or renew appointments in an arbitrary, capricious or discriminatory manner. Positions on these schedules will be filled as needed during the school year at the discretion of the Board of Education.

Coaching Wage Scale

Category	Varsity	Varsity Assistant & Junior Varsity	JV Assistant
A (8-11 weeks)	6%	4%	3%
B (12-15 weeks	9%	7%	6%
C (16+ weeks)	11%	9%	8%

1. Middle School Coaches 5% and Assistant Coaches 4.5%.
2. Athletic salaries shall be based on the current Bachelor's salary schedule.
3. Step on schedule to be determined by the number of years of coaching experience in that sport.
4. Credit for coaching experience outside the FPS shall be allowed up to Step 5.
5. Compensation is paid per sport. In the instance that more than one coach shares responsibilities, the total payment will be divided equally between those sharing the position not to exceed the total amount listed in the above scale.
6. To determine the applicable category, determine the weeks from the first official contest date to the final contest.
7. Credit will be given for coaches who run practice before the start of the official season. The maximum practice weeks allowable for credit will be four weeks. One week = 4 sessions, max 16 sessions.
8. When school is on holiday recess and games are not played, weeks will not count toward season.
9. Coaches coaching multiple sports will be paid for the amount of weeks they spend with each sport, after the contest date starts, should there be an overlap.

Coaching Incentives

Incentives for playoffs/ regionals: "playoff" incentives should be awarded with differences to each sport. State tournaments: some sports are required to qualify for the state tournament and some sports are automatically entered into the state tournament.

All incentives paid at the end of the season in one lump sum

Team Incentives:
Level 1 = A stipend of $400 will be provided to head Coaches and $200 for assistant coaches
Level 2 = A stipend of $400 will be provided to head Coaches and $200 for assistant coaches
Level 3 = A stipend of $400 will be provided to head Coaches and $200 for assistant coaches

Football: Must qualify for the state tournament
Level 1 - qualifying for district semi-finals
Level 2 - qualifying for regional finals
Level 3 - qualifying for state finals

Soccer boys and girls is automatically qualified for state tournament
Level 1: winning district championship
Level 2: winning regional championship
Level 3: qualifying for state finals

Volleyball is automatically qualified for state tournament
Level 1: winning district championship
Level 2: winning regional championship
Level 3: qualifying for state finals

Basketball boys and girls is automatically qualified for state tournament
Level 1: winning district championship
Level 2: winning regional championship
Level 3: qualifying for state finals

Baseball / Softball is automatically qualified for state tournament
Level 1: winning district championship
Level 2: winning regional championship
Level 3: qualifying for state finals

Individual incentives:
Level 1 = A stipend of $200 will be provided to head Coaches and $100 for assistant coaches
Level 2 = A stipend of $200 will be provided to head Coaches and $100 for assistant coaches
Level 3 = A stipend of $200 will be provided to head Coaches and $100 for assistant coaches
If the whole team qualifies, the coaches will be eligible for the team level incentive above

Wrestling boys/girls is automatically qualified for state tournament
Level 1. having a student/team qualify for individual regionals
Level 2: having a student/team qualify for state finals

Bowling boys and girls is automatically qualified for state tournament
Level 1: qualifying for state finals

Swim/Dive coed automatically qualify for state tournament
Level 1: qualifying for state finals

Tennis automatically qualify for state tournament
Level 1: qualifying for state finals

Track/Field is automatically qualified for regional championship.
Level 1: qualifying for state championship

Cross Country is automatically qualified for regional championship
Level 1: qualifying for state finals

Coaching Positions

Baseball Varsity
Baseball Junior Varsity
Baseball Middle School
Baseball Varsity Assistant
Basketball Varsity Boys
Basketball Varsity Girls
Basketball Varsity Assistant Boys
Basketball Varsity Assistant Girls
Basketball Junior Varsity - Boys
Basketball Junior Varsity - Girls
Basketball Middle School - 6th and 7th grade girls
Basketball Middle School - 8th grade girls
Basketball Middle School - 6th and 7th grade boys
Basketball Middle School - 8th grade boys
Bowling Varsity
Cheerleading Varsity
Cheerleading Junior Varsity
Cheerleading Middle School
Cross Country Varsity
Football Varsity
Football Varsity Assistant (x2)
Football Junior Varsity
Football Jr. Varsity Assistant (x2)
Football Middle School
Football Middle School Asst.(x2)
Soccer Varsity Boys
Soccer Varsity Girls
Soccer Varsity Assistant Boys
Soccer Varsity Assistant Girls
Soccer Junior Varsity Boys
Soccer Junior Varsity Girls
Softball Varsity
Softball Varsity Assistant
Softball Junior Varsity
Softball Junior Varsity Assistant
Softball Middle School
Swimming Varsity
Tennis Varsity Girls
Track Varsity Girls
Track Varsity Boys
Track Assistant Boys/Girls Coach
Volleyball Varsity
Volleyball Varsity Assistant
Volleyball Junior Varsity
Volleyball Middle School - 7th grade girls
Volleyball Middle School - 8th grade girls
Wrestling Varsity
Wrestling Varsity Assistant
Wrestling Junior Varsity
Wrestling Junior Varsity Asst
Wrestling Middle School
Wrestling Asst Middle School

Obsolete as of 3/11/25
Basketball Freshman
Football Freshman
Football Freshman Assistant
Track Junior Varsity
Track Middle School
Swim Middle School

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%
Model UN	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%
Student Council (Middle School)	3.5%

.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 and fifty ($350).
Each grade chairperson shall be paid seven hundred dollars and fifty ($750).

Social Studies and Science Subject Chairs will be combined. Specials will be combined at the elementary level K-3 and 4-8 and a grade chair will be chosen following board guidelines depending on how many students are at each building.

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

In the event that a department has less than 3 members, one of the following will occur: The department will combine with its secondary counterpart or the department chair position will not be assigned for that school year as mutually agreed upon between the FEA and Administration.

APPENDIX A-8 - Salaries, Chaperone

Compensation for chaperon services shall be based on the table below:

Activity/role	Payment*
Athletics:	
Tier 1 - Event coordinator	$75
Tier 2 - Clock Operator, Announcer, Scorebook Keepers/Timers	$55
Tier 3 - Crowd Control, ticket collectors	$40
Other:	
Non-academic: Prom, graduation, band concerts	$40
Academic: elementary evening events (math night)	$40

*Payment is per activity unless the activity is more than three hours (> 3 hrs) then paid hourly at half the activity rate. Hours are determined by the athletic director if it is an athletic activity or the building administrator if it is an academic/non-academic activity.

The Association and District will select representatives to meet regarding the process for selecting chaperones to ensure equitable distribution of 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 sponsor pay over the $300 minimum will be determined by the building administrator after reviewing and verifying the activity log and end of year report. Additional pay over 80 hours will need the additional approval of the Superintendent or his/her designee.

Guidelines for Payment

Hours Logged and Verified	Payment
20 Hours	$300
21-40 Hours	$301-600

41-60 Hours	$601-900
61-80 Hours	$901-1200

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-12 – 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, than 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 and shall continue in full force and effect while the Association remains the exclusive

collective bargaining representative until its expiration on June 30, 2027. 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: _____	_____