

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

For 2005-2008-~~2009~~ Contract Negotiations

This Agreement entered into this ~~20th~~ day of  
~~October 2005, March 2009~~, 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.
- 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.

## 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, ~~as reviewed on April 21, 1994.~~ 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. No teacher shall be disciplined without just cause. Discipline shall be defined as a warning, reprimand, suspension with or without pay, demotion in rank or compensation, or disciplinary discharge.
- .1 In the event of the discharge of a tenure teacher, review of such discharge shall be exclusively pursuant to the Tenure Act provisions. Lesser disciplinary action (demotion, disciplinary layoff, or suspension without pay) shall be reviewable either pursuant to the Tenure Act provisions or through the grievance procedure, but not both. In other words, if a tenure teacher chooses to utilize the Tenure Act provisions, he/she shall not have recourse to the grievance procedure.
  - .2 Any non-probationary, non-tenured member of the bargaining unit shall be allowed to pursue the applicable provisions of the grievance procedure in the event that they have been subjected to discharge or discipline.

- .2 Time beyond the in-school work day for students and/or parent conferences shall be considered a professional obligation of teachers.
- .3 Time beyond the in-school work day for building, department, and grade level meetings shall be a requirement of all teachers, and Tuesdays shall be reserved for such meetings. In the event of a conflict among such meetings, the building meeting shall take precedence, and the others shall be rescheduled as mutually agreed. No more than two (2) entire staff building meetings with a total of 135 minutes shall be scheduled during a month not to exceed 75 minutes per meeting unless mutually agreed upon by Administration and Union. Notification of topics scheduled for the meeting will be provided at least one day prior to the meeting. Each entire staff building meeting will include opportunity for items from the floor. Except in the case of emergency, notice of the meeting will be provided at least five (5) working days before the entire staff building meeting.
- .4 Attendance at one (1) Open House shall be required of all teachers. On the day of Open House school shall be dismissed one and a half (1-1/2) hours early, and teachers may leave at that time.
- .5 Teachers who are in attendance at scheduled parent-teacher evening conferences shall be excused from work on a Friday afternoon during the next two (2) weeks or a date to be determined by mutual agreement of the administration and union.
- .6 Teachers wishing to be excused from these obligations must submit, in advance, a written request to the building principal for approval.
- .7 Time beyond the in-school work day necessary to perform the work will be an obligation of those teachers receiving extra money for an assignment.

8.2

Class Load

- .1 Principals will provide each teacher who has a full-time regular classroom assignment with at least 215 minutes of planning time during the instructional week.
- .11 Principals will provide full-time regular classroom elementary school teachers with a planning-preparation period each day. This may be accomplished through the use of gym class periods (two (2) days a week for 40 minutes per period) and three (3) days per week (for 45 minute periods) through the use of art, music, and library classes, for a total of 215 minutes per week. Principals can schedule and arrange for common planning periods within this context.

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Deleted: make every effort to provide elementary school teachers with a planning-preparation period each day. This may be accomplished through the use of two gym periods, one music period, one art period, and one health or library period.

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

- .2 In those instances when during a normal school week a teacher's planning/pre and post time is less than the minimum identified in 8.2.1, the teacher shall be given relief for that amount of time represented by the minimum less the amount received.
  
- .3 Elementary special teachers (art, music, physical education) will be scheduled so that their assignment most nearly approximates the load of a regular classroom teacher. In determining the schedules of special teachers, consideration will be given to:
  - .31 Facilities,
  - .32 Preparation for subject,
  - .33 Transportation of supplies and materials,
  - .34 Number of students,
  - .35 Transportation between buildings.
  
- .4 Teaching assignments for elementary, middle school, and high school shall be the length of the in school work day as defined in 8.1.1 minus the planning, pre and post time as defined in the 8.2.1 and minus the duty free lunch as defined in 8.3
  
- .5 High school or middle school teachers having an added class assignment will be paid an addition 10% of their current year salary schedule. Their work day will be extended by an instructional period to be scheduled by building principal after consultation with the teacher. These assignments will be offered by the principal to certified and eligible members of the department on a yearly, rotating basis according to seniority.
  
- .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 A ten (10) minute duty per day will be assigned to approximately one-third (1/3) of the middle school teachers. The annual compensation shall be 1.25% of the individual teacher's current year salary schedule.
  
- .8 No High School teacher will have more than three (3) preparations daily unless the teacher requests/accepts more or if unavoidable within a department or if there is no available staff member currently within the department qualified or certified to teach such classes.

8.3 Lunch periods

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

#### 8.4 Professional Development

In addition to the four days of professional development that are part of the teacher's calendar year, one additional day of professional development must be completed by each bargaining unit member in each of the 2001-02, 2002-03, and 2003-04 school years.

- .1 One day of professional development shall be an accumulation of seven and one half (7.5) hours of involvement.
- .2 Individual hours must be completed outside of the regular school hours or during the summer recess, at the teacher's expense, and may be satisfied in a variety of ways: conference attendance, staff development activity, Macomb ISD seminars, District workshops, or other staff development activities as approved by school administration.
- .3 All hours must be completed by June 1 of each year.
- .4 Teachers working less than full time will be required to complete half of the hours in each category listed above.
- .5 In the event that the state changes the requirements for staff development days, re-negotiation of this professional development article shall be done by both parties to accommodate legislative mandates.
- .6 Failure to comply with the above annual requirement may result in the docking of one hour's pay for each hour of inservice that is not completed and/or disciplinary action.

### ARTICLE 9 - SPECIAL TEACHING ASSIGNMENTS

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

~~Refer to Policies and Procedures as reviewed on April 21, 1994.~~  
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 of the administrator in charge. Administrator in charge. 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 request other teachers in the same grade to volunteer to have the students reassigned among them, in which event one hundred dollars (\$100) per day shall be divided equally among the teachers sharing the class.
- .3 The principal shall request volunteers from other teachers during their planning period, in which event the teacher(s) shall be reimbursed at the rate of \$22.00 per hour. This step shall not be used to fill a classroom teacher's full day schedule.
- .4 The principal shall request volunteers from among non-classroom teachers, i.e., clinicians, resource teachers, etc., in lieu of their regular assignment.
- .5 The principal shall reassign the students among other teachers in the same grade level in which event one hundred dollars (\$100) per day shall be divided equally among the teachers sharing the class.
- .6 The principal shall assign other teachers to substitute during their planning time in which event the teachers shall be reimbursed at the rate of \$22.00 per hour. This step shall not be used to fill a classroom teacher's full day schedule.
- .7 The principal shall assign substitutes from among non-classroom teachers, i.e., clinicians, resource teachers, etc., in lieu of their regular assignments. Such assignments shall be made on a rotating basis.

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

9.5 Adult Education

- .1 Teachers regularly employed in the Fitzgerald Public Schools will have preference over out-of-district teachers when a position is determined open.
  - .2 The adult education director shall make the final determination in hiring teachers for this program.
- 9.6 If a teacher is required to work prior to the first official work day or after the last official work day and is not on an extended contract, the teacher shall be paid at that teacher's contractual rate.
- 9.7 Master Teacher/Mentor is as defined and/or permitted by the State of Michigan.
- .1 Participation as a Master Teacher/Mentor shall be voluntary.
  - .2 Master Teachers/Mentors shall not be used in the evaluation process.
  - .3 Administration will determine compensation (including release time) based on duties and hours of participation. Such compensation shall not be less than:
    - One hundred fifty dollars (\$150.00) per mentor and thirty dollars (\$30.00) per probationary teacher

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

- 10.1 ~~Selection~~For the selection, term of office, and ~~duties and functions of Chairpersons~~, refer to the Board policies and procedures as reviewed on April 21, 1994, currently in effect.
- 10.2 Compensation - see schedule Appendix A-9 or Appendix A-10 of this Agreement.
- 10.3 ~~Duties and Functions.~~ Department, Subject, Grade, and Curriculum Chairpersons are not to be considered supervisory personnel and are not to be assigned duties considered supervisory in nature.

ARTICLE 11 - PROFESSIONAL ASSIGNMENTS

- 11.1 The Board will continue the practice of hiring only fully certificated degree teachers. In cases where it is not possible to hire such teachers, then the Board may fill position(s) with a teacher holding temporary certification, and the Association shall be so informed. The Board will continue to seek fully certificated degree teachers for such positions and make replacements as soon as practicable.
- 11.2 Teachers shall be assigned classes within the limits of their eligibility. Exceptions to this provision shall be by mutual consent of the teacher, the Association, and the Board.

- .1 Upon written request of the teacher, submitted to the building principal and approved by the Superintendent, the tuition costs for courses will be reimbursed to the teacher provided such additional preparation or study is not being taken for personal advancement or toward a certificate or degree, or for pay as provided in Appendix A-1, or
  - .2 Article 16 - Collective Bargaining Agreement, "Summer Sabbatical," or
  - .3 Collective Bargaining Agreement, Appendix A-1.
- 13.6 Individual teacher contracts shall continue to include the paragraph: "It is hereby specifically provided, pursuant to the action of the Board of Education taken in accordance with Section 1 of Article 32 of Act #4 of the Public Acts of 1937 (First extra sessions), as amended from time to time, and M.S.A. 15.1991, as amended, that such teacher with whom this contract is made shall not be deemed to be granted tenure in any other capacity other than a classroom teacher."

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

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

14.1 **Annual Allowance**

- .1 ~~Teachers under contract for who are assigned to work beyond 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 receive an additional one-quarter (1/4) day of absence for every full week of service performed.~~
- .2 Teachers who work beyond the regular school year shall receive an additional 1/4 day of absence allowance per week of service performed during July and August.
- .3 Teachers beginning employment during the school year, and teachers returning from leave of absence, will receive their absence allowance one (1) week after commencement of employment at the rate of 1 1/2 days per month for the remaining months of the school year, provided that 1 1/2 absence days shall be granted when more than half of the working days in any month are to be worked; 3/4 absence days shall be granted



when fewer than half of the working days are to be worked; no absence days shall be granted for less than one (1) week of work.

- .4 Teachers absent from duty at the beginning of the school year shall have available for use those unused absence days accumulated from previous years. Said teachers shall be granted their annual allowance of fifteen (15) days one week after returning to work, except that they will be reimbursed for deductions due to approved absence (up to fifteen (15) days).
  - .5 Teachers shall be granted absence days for periods of regular employment. Regular employment shall include absence due to personal illness or injury or absence due to approved personal business.
- 14.2 For partial days of absence, partial days of leave shall be deducted from the employee's accumulation at the rate of 1/4, 1/2, or 3/4 days, whichever most closely coincides with the actual number of hours missed.
- 14.3 Each teacher shall be entitled to an unlimited accumulation of the unused portion of each year's absence days which shall be available for use in the future.
- 14.4 Absence Day Reserve Plan

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

- .1 Waiting period of three (3) consecutive days of absence, without pay, between exhaustion of personal accumulation of absence days and eligibility to draw up to twenty-seven (27) days from reserve.
- .2 Written request by the teacher to draw from the reserve and submitted to 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 ~~During 2000-2001 only, the Board will add to the reserve of absence days one day for each full-time equivalent bargaining unit member on staff at beginning of year. Such days~~ The Absence Day reserve bank established by the teachers ("additional bank") may be used as described in above ~~articles~~ Articles after the initial reserve bank of 125 days has been exhausted during a year. Days remaining from this "additional bank" carry over to future years. Once "additional bank" is exhausted, each teacher shall contribute, the following year, one day from his/her annual allowance to ~~re-establish~~ reestablish the "additional bank."

14.5 Workers Compensation

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

- .1 For the first seven (7) days of absence, no sick leave shall be deducted from the teacher's accumulation. This seven (7) day exemption shall occur not more than once for a particular injury regardless of whether the absence is continuous or interrupted by periods of work.
- .2 For the remaining days of absence beyond seven (7) days, the Board will pay a supplement to Workers Compensation which shall be the difference between compensation payments and regular earnings based on a normal work week.
- .3 Absence days shall be deducted from the employee's accumulation equal to the total supplement paid by the Board divided by the daily wage of the employee.
- .4 Supplement to compensation payments shall cease upon exhaustion of employee's absence days accumulation. Absence days in this section shall include those borrowed from the absence reserve plan, Article 14, Section 14.4.

14.6 A physician's statement shall be furnished by the employee upon the employer's request as proof of illness or disability and/or ability to return to work. A physician's statement of release shall be furnished in all instances of teachers returning from absence due to injury incurred on the job. Such statement of release must indicate that the teacher is able to perform the duties of the position to which he/she is assigned.

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

- .1 Personal or family: illness, injury, disability, or funeral attendance.

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

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

- .1 ~~Notification of expected an absence shall be given on the answer telephone (757-0878) no later than one and a half (1.5) hours prior to teacher at least one (1) hour prior to the regular report time of the for each day the 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 Principal (or his/her delegated designee) and on the answer telephone current absence recording system.~~
- .2 ~~An absence shall be considered continuous until notification is given on the answer telephone no later than one and a half (1.5) hours prior to teacher report time on the day of the intended return. 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 or intent to return shall result in a loss of pay as follows:

.31 Failure to properly report an absence will result in a deduction of one (1) day's pay for each day of unreported absence.

.32 Failure to properly report a return to work shall result in a pay deduction equal to one-half (1/2) the minimum daily rate of substitute teacher pay, and the teacher shall assume his/her normal daily schedule. The substitute will be reassigned by administration. In the event the teacher chooses not to remain for a full day, then said teacher shall receive a deduction of one (1) day's substitute teacher pay. A teacher choosing this option shall not be charged with an absence day.

.33 Failure to report an absence one and a half (1.5) hours 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

14.18 Teachers under contract for the full school year who have used zero (0) absence days during the months of September through June shall be awarded two (2) compensation days the next school year. These days shall meet the following criteria:

- .1 Use of a compensation day shall not be counted as an absence.
- .2 These days may not be used immediately prior to or immediately following periods of holiday or recess.
- .3 If one or both of the days are not used during the year granted, it/they will be added to the teacher's accumulation of absence days.

#### ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

15.1 Leaves of absence without pay may be granted to tenured teachers, social workers, school psychologists, speech pathologist or counselors, by the Board upon the recommendation of the Superintendent. Application for leave must be properly submitted to the building principal in the case of tenured 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 ~~four~~<sup>six</sup> (4~~6~~<sup>6</sup>) weeks after the date of birth of the child or of the date of adoption of the child. ~~Such leave shall be granted for up to one (1) year. A one (1) year extension may be~~

~~requested by the teacher and granted if approved by the Board of Education.~~

.2 Military Service

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

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

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

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

15.4 ~~Upon receipt of notification from the teacher of intent to return to work at the conclusion of the leave, a determination shall be made by administration if a vacancy is available. In the absence of a vacancy, a teacher with less seniority may be released from employment subject to layoff and recall provisions as contained elsewhere in this Agreement. The released teacher shall receive an extension of health care insurance coverage in the amount of one (1) additional month for each year of service except that such extension of coverage shall be for not less than three (3) months.~~

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

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

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

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

- 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, 2005~~2008~~ (except where otherwise noted) and shall remain in full force and effect until 11:59 p.m. August 31, 2008-~~2009~~.

~~The 2005-06 Agreement shall provide a wage schedule improvement of 1.8%; 2006-07 of 2.0%; 2007-2008 of 2.0%~~

- 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.

~~Additionally for the 2000-2001 academic year, in the event existing contractual language exceeds state mandated clock hours of instruction by an yearly average of ten (10) minutes per day, re-negotiation of hours and wages, applicable articles and sections shall be done by both parties to accommodate legislative mandates. Any needed change or amendment to this agreement for such hours shall be subject to ratification of the Board and the Association before becoming effective.~~

Teacher's Salary Schedule 2008-2009 (September 1, 2008- August 31, 2009)

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Step	BA Schedule	MA Schedule	ED. SP. Schedule	Ph.D. Schedule
1	40,659	45,348	47,501	49,942
2	44,176	46,913	50,965	53,405
3	47,304	50,035	54,432	56,870
4	50,427	53,164	57,897	60,340
5	53,549	56,678	61,495	63,799
6	56,678	60,583	64,825	67,267
7	59,801	64,482	68,293	70,343
8	62,931	68,392	71,761	74,200
9	66,048	72,298	75,227	77,663
10	69,362	76,204	78,688	81,129
11		80,886	82,156	84,604



Teacher's Salary Schedule 2008-2009 (January 22, 2009- August 31, 2009)

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Step	BA Schedule	MA Schedule	ED. SP. Schedule	Ph.D. Schedule
1	40,943	45,666	47,833	50,292
2	44,485	47,242	51,322	53,779
3	47,635	50,386	54,813	57,269
4	50,780	53,536	58,302	60,762
5	53,924	57,074	61,925	64,245
6	57,074	61,007	65,279	67,738
7	60,219	64,933	68,771	70,835
8	63,372	68,870	72,263	74,719
9	66,510	72,805	75,753	78,206
10	69,848	76,738	79,239	81,697
11		81,453	82,731	85,197

# Fitzgerald Education Association School Calendar 2009-2010

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

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

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

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

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

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

January						
S	M	T	W	T	F	S
					1	2
3	4					

**School out**

**Half Day for students**

**Teachers in - no students**