MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE FAIRVIEW AREA SCHOOLS

and the

FAIRVIEW TEACHERS' ASSOCIATION AMERICAN FEDERATION OF TEACHERS MICHIGAN (FTA/AFTM)

July 1, 2022 to June 30, 2025

INDEX

FAIRVIEW AREA TEACHERS' CONTRACT 2022-2025

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FAIRVIEW TEACHERS' ASSOCIATION-AMERICAN FEDERATION OF TEACHERS' AGREEMENT

This Agreement is entered into this **1st day of July 2022** by and between the Fairview Teachers' Association – American Federation of Teachers Michigan (FTA-AFTM) and the school district of Fairview Area Schools, Fairview, Michigan, hereafter called the Board.

ARTICLE I: RECOGNITION

A. The Board hereby recognizes the FTA-AFTM as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all classroom teachers and guidance counselors including probationary personnel.

The term "teacher" when used hereafter in this Agreement shall refer to all employees represented by the FTA-AFTM in the bargaining or negotiating unit as above defined and references to teachers shall include both male and female teachers.

The term "professional staff member" refers to any individual assigned to a counseling position with a license issued by the Michigan Department of Licensing and Regulation and furthermore relates only to the time served in that capacity. The term professional staff member shall also include any new position the parties agree to include in the bargaining unit in the future that does not require teacher certification.

Any individual serving as a Counselor under a license issued by the Michigan Department of Licensing and Regulation or in a future position the parties agree to include in the bargaining unit, will serve a five (5) year probationary period.

- **B.** The Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract previously in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- **C.** If any provisions of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, 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.
 - **D.** The entire agreement or specific provisions of the agreement may be rejected, modified, or terminated by an emergency financial manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

ARTICLE II: BOARD'S RIGHTS AND RESPONSIBILITIES

A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- 1. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the school district.
- 2. With regard to professional staff members, to continue its right to adopt policies and practices of determining qualifications, assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
- 3. With regard to professional staff members, to direct the working forces, including the right to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, and determine the size of the work force and to lay off employees.
- **B.** The FTA-AFTM recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the school district, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE III: TEACHERS' RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board and FTA-AFTM hereby agrees that all teachers shall have the right freely to organize, join and support (or to decline to join and support) the FTA-AFTM for the purpose of engaging in collective bargaining or negotiating and other activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it shall not directly, or indirectly, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan, Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any other conditions of employment by reason of his/her membership (or lack of membership) in the FTA-AFTM or collective professional negotiations with the Board, or his/her instituting of any grievance, complaint or proceedings under this Agreement, or otherwise with respect to any terms or conditions of employment.
- **B.** The FTA-AFTM and its members are granted the privilege to use school building facilities for FTA-AFTM business at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal operation of the school.

ARTICLE IV: PROFESSIONAL COMPENSATION

- **A.** The salaries of teachers covered by this agreement are set forth in the salary schedule which is attached to and incorporated in this agreement.
- **B.** Any middle school or high school teacher asked to substitute for another teacher necessitating the giving up of a conference period shall be paid \$20.00 per hour. Such sum is to be added in the next paycheck following such work.
- **C.** Any teacher asked to supervise homebound instruction shall be paid at a rate of \$30.00 per hour. Such sum shall be added in the next paycheck following submission of a timesheet.
- **D.** Any teacher asked to supervise an after-school study or tutoring type program shall be paid \$20.00 per hour. Such sum shall be added to the next paycheck following such work.

ARTICLE V: TEACHING DAYS AND HOURS

- A. The teacher's normal school day shall be as follows:
 - 1. Teachers shall arrive at or before 7:50 a.m.
 - 2. Teachers may leave at 3:10 or the equivalent of 10 minutes after the end of the school day; unless staff meetings have been scheduled.
 - 3. Teachers' meetings are to be no longer than forty-five (45) minutes.
 - 4. The length of the school day shall not exceed seven hours and fifty-five minutes, including the lunch period.
 - 5. If the times set forth in Section 1 and 2 above need to be changed, teachers will be notified at least thirty (30) calendar days in advance. Any change will not result in an expansion of the work day as set forth in Section 4 above.
- **B.** The teachers contract is 180 days a calendar year, per this agreement. The total number of hours shall be determined by the beginning and ending dates of the school calendar, and in addition, shall include the following conditions and agreements:
 - 1. One hundred seventy-five (175) days on which both students and teachers report.
 - 2. Within the teachers 180 days, five (5) days or the equivalent of 30 hours, of professional development will be provided by the district as required under Section 1527 of the revised school code that meet the content requirements of the Michigan Department of Education.

Provided the Michigan Department of Education Rules and Regulations permit the district to authorize a teacher to forego one or more of the professional development days scheduled in Fairview to participate in other qualified professional development activities under Section 1527 off site for which a teacher can earn State Continuing Education Clock Hours (SCECH), teachers may make a request in writing to attend an alternative activity. The request must be accompanied by the program agenda, location and date of the activity. The Superintendent reserves the right to approve or disapprove of the request. If approved, the Superintendent will also determine what, if any, expenses related to the activity will be paid.

- 3. The calendar will not include the days identified in Section 380.1175 of the Revised School Code where school sessions are prohibited.
- 4. On records day teachers may leave, subject to the permission of the administration, when necessary forms and reports have been completed.
- 5. No change shall be made in the school calendar without consultation with the FTA-AFTM.
- 6. Days of instruction lost due to snow storms and/or other natural causes shall be made up at the discretion of the Board and at no additional cost to the Board after state guidelines have been followed. The school calendar will be adjusted, as needed, by the Board.
- 7. With the exception of the occasional professional duties (i.e. IEPC's, staff meetings, time related to taking college courses, etc. where no additional pay is given), any work requested/required of teachers by administration (or initiated at the teacher's request) beyond the normal workday and/or work year shall be compensated at an hourly rate determined by the teacher's salary divided by the number of teacher work days and then divided by the number of work hours per day.

All time that is subject to pay must be pre-approved by the administration.

- 8. Parent-teacher conferences may be scheduled by the administration during the evening hours. The calendar will provide for one half day off per evening conference session in lieu of the time schedule for evening conference sessions.
- C. All teachers shall be entitled to a duty-free, uninterrupted lunch for a period of thirty (30) minutes in length.

ARTICLE VI: TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load for full time middle school and high school classroom teachers will include a conference/preparation period during the student instructional day equal in length to a student class period as defined in the master schedule.

If a middle school or high school teacher is required to take an additional class on an ongoing basis in lieu of an assigned conference/preparation period, the teacher's pay will be increased accordingly.

- **B.** In a normal work day, elementary classroom teachers shall use special instruction time (examples music and art) for their conference/preparation time. In a normal work day, the 'specials' time shall normally be at least thirty (30) minutes per day on the average each full instructional week. The Board, through its administration, reserves the right to deviate from this provision when scheduling and other circumstances require it. If specialist services are reduced below the aforementioned thirty (30) minutes or are eliminated or where scheduling constraints do not make it possible to provide specialist services for some or all elementary teacher(s); the district will then pay the teacher for the loss of conference/preparation time at an hourly rate of \$20.00 per hour.
- C. Conference/preparation time serves many individual and organizational purposes. The primary purpose is for individual teacher planning and preparation. Other purposes less frequently involve IEPC meetings, interaction with administration, contact with parents, student assemblies (if attendance is required) and other professional activities.

ARTICLE VII: TEACHING CONDITIONS

- **A.** Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be adjusted wherever reasonable and desirable as deemed by the administration, after consultation with the teachers involved.
- **B.** The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals and similar materials are the tools of the teaching profession. Requisition forms shall be provided for all teachers, and where reasonable and where education can better be served, the Board will attempt to fulfill such written requests subject to budget limitations.
- C. To help relieve teachers of certain types of non-professional work outside of the classroom (i.e. recess supervision, etc.), the Board agrees to engage paraprofessionals or others in the elementary school. The number of paraprofessionals is to be decided by the administration.
- **E.** Teachers shall be notified at the earliest possible time of handicapped and other special education students who will be placed in their classrooms. The Board shall provide adequate training and personnel, as defined in the student Individual Educational Plan, to assist the teacher in meeting the needs of the aforementioned students. Teachers shall not be required to provide ongoing medical or hygienic services for the above-referenced students, except in emergency situations.

ARTICLE VIII: SICK LEAVE PAY (Also see Article XVI for less than full time status)

A. All teachers absent from duty because of personal illness shall be allowed full pay for a total of ten (10) days in any school year, and full pay for as many more unused sick days as he/she may have accumulated during previous years as specified in Section B. Any teacher at the 120 day limit will still receive their 10 sick days per year for a total of 130 days. However, the teacher may not end the contract year with more than 120 banked days. Teachers who have a sick leave balance for the current years 10 sick days, can option to take a cash-out at a rate of \$75.00 per day for each unused day for that year.

B. Emergency paid sick leave due to mandated quarantine during the COVID-19 / pandemic shall be afforded as defined in the attached Letter of Agreement.

- C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave, up to a maximum of one hundred-twenty (120) days, which shall be available in future years.
- **D.** Personal illness shall be defined as a genuine illness or disability of the teacher that requires the absence of the teacher from work.
- E. Ten (10) sick days each year may be used when a teacher's parent or member of the teacher's household is ill. Members of the household shall be limited to those persons who qualify as dependents under the Internal Revenue Service Code. Five (5) of the ten (10) days may be used for the teacher's children who are non-IRS dependents. These sick days are to be subtracted from the teacher's accumulated sick leave total. These days are not cumulative.
- **F.** Where applicable, paid time off within the limits of this Agreement will be charged against the time off afforded under the Family Medical and Leave Act.

ARTICLE IX: OTHER LEAVES OF ABSENCE

- A. No more than three (3) days per funeral will be given for funerals in the immediate family. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents, grandparents and grandchildren, and brothers-in-law and sisters-in-law. These days are not cumulative.
- **B.** Each teacher shall be allowed three (3) days paid leave of absence each year. These days are not to be accumulative. These days are not to be used to extend a vacation period. When time permits, the request for a leave of absence is to be made far enough in advance of the leave date to enable the building principal to obtain a certified substitute teacher. If no substitute teachers are available, the building principal may deny the request. As an incentive for the teachers to be prudent in their use of paid leave days, a teacher's unused personal leave days will be added to the teacher sick leave accumulation at the end of the year, subject to the accumulation limit in Article VIII(A).

- **C.** Salaries for teachers required to serve jury duty will be "made whole" provided the teacher signs over to the district any jury duty pay (except mileage) to the district.
- **D.** The FTA-AFTM shall be granted the use of up to two (2) days for FTA-AFTM business without using personal absence days. The FTA-AFTM will reimburse the cost of any substitute needed.
- E. Absences taken during the school year, other than those for which paid provision have been made under this Agreement (i.e. more than three personal business days, etc.), shall not be permitted except at the discretion of the administration. Deductions from salary for such absences shall be at the daily contract gross rate and the cost of insurance benefits. The daily rate shall be determined by dividing the yearly contract gross by the total number of contract days.
- **F.** Extended leaves of absence without pay and insurance benefits may be requested for the following by submitting a request in writing to the Board of Education:
 - 1. Illness or disability of the teacher after all paid time off has been exhausted.
 - 2. Illness or disability of the teacher's child or spouse.
 - 3. Child care or adoptive leave.

Extended leaves of absence being requested pursuant to Parts 1 or 2 (above) must be accompanied by a statement from a licensed medical care provider indicating the diagnosis and projected return date. Extended leaves of absence being requested pursuant to Part 3 must be accompanied by a statement from the teacher indicating a projected return date. If granted, extended leaves of absence will be allowed for up to a maximum of one (1) year.

Teachers granted an extended leave of absence pursuant to Part 1 are expected to provide notice of their intent to return to work at least thirty (30) calendar days prior to the projected return date that was originally indicated by the teacher's licensed medical care provider. If an earlier return than was initially authorized by the provider is desired, the teacher must notify the district and will be allowed to return to work only after providing a written statement from a licensed medical care provider authorizing an earlier return to duty.

Teachers granted an extended leave of absence pursuant to Part 2 are expected to provide notice of their intent to return to work at least fifteen (15) calendar days prior to the projected return date that was originally indicated by the relevant licensed medical care provider. If an earlier return than was initially authorized by the provider is desired, the teacher must notify the district and will be allowed to return to work immediately.

Teachers granted an extended leave of absence pursuant to Part 3 are expected to provide notice of their intent to return to work at least fifteen (15) calendar days prior to the date projected in their initial request.

ARTICLE X: PHYSICALS

The administration may require teachers to be medically evaluated for the safety and wellbeing of the students. The physician performing such examination will be selected by the Board. The cost of the exam will be covered by the Board.

ARTICLE XI: TERMINAL LEAVE

In order to qualify for payment under this Article, a teacher must:

- 1. Have had at least five (5) years of continuous service (excludes period of layoff, unpaid leaves and prior service if rehired) to the district.
- 2. Be retiring under the provisions of the Michigan Public School Employees Retirement System.
- 3. Have at least twenty-five (25) days of accumulated sick leave at the end of the year in which the teacher retires.
- 4. The teacher must submit an irrevocable letter of resignation by August 15, 2022, or April 30, 2023 or April 30, 2024 in which the teacher is to retire and the letter must have an effective date of the end of the last teacher work day of the school year.

In appreciation for services to the school district, a terminal leave payment of up to one hundred (100) sick days at a rate of \$45.00 per day will be paid upon retirement.

ARTICLE XII: PERSONNEL FILES

- **A.** The personnel files are and remain the property of the Board and are under their custodial care and supervision at all times.
- **B.** A teacher shall have the right to review the contents of his/her personnel file, excluding initial references of the district pertaining to himself/herself, originating after initial employment and have a representative of the FTA-AFTM accompany him/her.

ARTICLE XIII: PROTECTION OF TEACHERS

- **A.** Any complaint directed to a teacher by a parent of a student that might require corrective action shall be promptly called to the teacher's attention.
- **B.** Teachers shall exercise reasonable care with respect to the safety of students and property, but shall not be individually liable, except in the case of gross neglect of duty, for any damage or loss to persons or property.

- **C.** Classroom teachers are to remain with their class during the entire period. Should an emergency arise, another teacher or an administrator must relieve the teacher.
- D. Professional behavior is expected of all staff members. When disagreements arise, issues should be addressed between disputants before taking the matter to a supervisor or beyond. In any dispute, employees shall refrain from unprofessional behavior such as screaming, belittling or making disparaging remarks in front of students and peers.
- **E.** No professional staff member shall be disciplined in an arbitrary or capricious manner.

ARTICLE XIV: UNEMPLOYMENT COMPENSATION

A teacher who is laid off and who is paid unemployment compensation benefits associated with his/her regular teaching assignment, during the summer immediately following the layoff and who is subsequently recalled to a teaching position the next school year, will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE XV: PAYROLL DEDUCTIONS

- **A.** Upon written authorization from the teacher, the Board shall deduct from the teacher's salary for insurance options, annuities and credit union. Such authorization shall continue in place until cancelled by written notification.
- **B.** If any more than two (2) payroll deduction changes are made during the school year, a service charge of \$5.00 shall be made.

ARTICLE XVI: MISCELLANEOUS PROVISION

- **A.** There shall be no athletic practice during the school day.
- **B.** Athletics shall be supported by an athletic fund. The amount is to be determined by the administration, athletic director, and the Board.
- **C.** Each teacher will have a phone available in their assigned classroom.
- **D.** Provisions for less than full-time positions are as follows:

Teaching Time	6 or more teaching	ng periods	3 t	o 5 teaching periods	1-2 to	eaching periods
Salary		Full		Prorated		Prorated
Benefits		Full		See note		See note
	NOTE:	: Insurance is not available for part time employees and part time employees may not enroll at their own expense.				nd part time
Prep Time		Full		1/2 of teaching period		None

Sick Days	Full	7 prorated days	5 prorated days
1	NOTE: Prorated mean	s a day is at the teacher's cont	tractual time per day.
Sick Carryover	Full	0	0
Terminal Leave	Full	0	0
Personal Days	Full	0	0
Steps	Full	Full	0

ARTICLE XVII: DURATION OF AGREEMENT

This Agreement shall be effective the later of ratification by the parties on **July 1, 2022** and shall continue in effect prospectively for the remaining work days through **June 30, 2025**.

ARTICLE XVIII: GRIEVANCE PROCEDURE

- **A.** A "grievance" is a claim, by one (1) or more employees, of improper application of this Agreement.
- **B.** Any teacher having such a grievance may discuss the matter with the Superintendent during non-teaching hours, with the object of resolving it informally within five (5) days of the events giving rise to the grievance.

The term days when used in this Article refers to days on which the Central Office is open.

- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
 - 1. <u>Step One.</u> The grievance shall be reduced to writing within five (5) days, signed by the teacher or teachers involved, and submitted to the Superintendent.
 - a. The grievance shall specify the facts giving rise to the grievance, the article and section of the agreement allegedly violated, and the relief requested.
 - b. The Superintendent shall submit an answer, in writing, within ten (10) days. One (1) copy of that decision shall go to the grievant.
 - 2. <u>Step Two.</u> Within five (5) days after receiving the decision of the Superintendent, the aggrieved teacher may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Superintendent's decision at Step One.

- a. After receipt of the appeal, the Board, will schedule the grievance for a hearing within the next two regularly scheduled Board meetings to give the aggrieved teacher and FTA-AFTM representative a reasonable opportunity to be heard. A decision will be rendered not later than the next board meeting. A copy of the Board's decision shall be delivered to the teacher involved, to the FTA-AFTN representative, and to the Superintendent.
- b. If the teacher still believes the matter is not satisfactorily resolved, the teacher may appeal to the FTA-AFTM representative. The FTA-AFTM must then decide if the matter merits further processing.
- 3. <u>Step Three.</u> Within ten (10) days after receiving the Board's decision, the FTA-AFTM may appeal the decision by giving notice of desire to have the matter brought to mediation. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Board's decision at Step Two. Mediation shall be provided through the Michigan Employment Relations Commission.

Signature Page

BOARD OF EDUCATION

BY		
	Board President	Date
BY	Board Secretary	Date
EDUC	ATION FEDERATION	
BY	FTA-AFTM President	Date
BY	FTA-AFTM Negotiator	Date

APPENDIX A

FAIRVIEW AREA SCHOOLS

2022-2023 PROFESSIONAL SALARY SCHEDULE (4% INCREASE)

E xperience	Provisional	Prof/Cont	<u>MA/BA+30</u>	<u>Step</u>
1	38,558	39,589	41,757	1
2	40,448	41,479	43,714	2
3	42,332	43,352	45,674	3
4	44,222	45,242	47,640	4
5	46,101	47,102	49,610	5
6		49,016	51,581	6
7		50,883	53,535	7
8		52,755	55,504	8
9		54,645	57,463	9
10		56,536	59,429	10
11		58,415	61,398	11
12		60,286	63,364	12

<u>FAIRVIEW AREA SCHOOLS</u> 2023-2024 PROFESSIONAL SALARY SCHEDULE (3% INCREASE)					
Experience	<u>Provisional</u>	Prof/Cont	MA/BA+30	<u>Step</u>	
1	39,715	40,776	43,010	1	
2	41,661	42,724	45,026	2	
3	43,602	44,653	47,044	3	
4	45,548	46,599	49,070	4	
5	47,484	48,515	51,098	5	
6		50,487	53,128	6	
7		52,410	55,141	7	
8		54,338	57,169	8	
9		56,284	59,187	9	
10		58,233	61,212	10	
11		60,167	63,240	11	
12		62,094	65,265	12	

<u>2024-20</u>	25 PROFESSIONA	AL SALARY SCHE	DULE (1% INCR	<u>EASE)</u>
Years of				
Experience	<u>Provisional</u>	Prof/Cont	MA/BA+30	<u>Step</u>
1	40,112	41,184	43,440	1
2	42,087	43,151	45,476	2
3	44,038	45,100	47,514	3
4	46,004	47,065	49,560	4
5	47,959	49,000	51,609	5
6		50,992	53,660	6
7		52,934	55,693	7
8		54,881	57,741	8
9		56,847	59,779	9
10		58,815	61,824	10
11		60,769	63,873	11
12		62,715	65,918	12

Teachers received a 4% salary increase and lane changes where applicable for the 2022-2023 salary schedule. A 3% salary increase will be implemented for the 2023-2024 salary schedule and a 1% salary increase will be implemented for the 2024-2025 salary schedule along with lane changes where applicable.

*Regular teacher experience increments on "Provisional" Scale end with Step 6.

A. Longevity-A pay at the rate of **\$275.00** per year (times the number of years of service after completing Step 12) will be granted to teachers with permanent/continuing certification, professional/continuing certification, and certified teachers with a master's degree.

Years of service for purposes of longevity pay is defined as the years of continuous service with the district (excludes unpaid leaves of absence and periods of layoff) and will include any steps credited for outside experience under this Agreement at the time of hire.

B. Longevity-AR. Any teacher, who has reached Step Twelve (12) on the salary schedule and who is retiring under the Michigan Public Schools employees retirement system, is eligible for Longevity-AR. However, the teacher must submit a letter of resignation by August 15, 2022 or April 30, 2023 or April 30, 2024. The teacher's date of resignation is irrevocable once the Board accepts the Longevity-AR resignation. Longevity-AR is a payment of \$4000 a year for one (1), two (2), or three (3) years payable with the first payroll of the next contracted school year, into the teacher's designated 403(b) account. Teachers can

choose to have a cash option as part of their pay, minus taxes and retirement, not to exceed \$4,000.00. Exact amount to be determined.

C. The district reserves the right to determine the step placement of newly hired teachers on the appropriate salary schedule. Such decisions are not subject to the grievance procedure.

Teachers hired from outside of the bargaining unit under an Emergency Teaching Certificate are initially hired for up to one (1) year ending June 30 and will be placed on the Provisional salary schedule as described above. When a teacher is employed under an Emergency Certificate, the teacher will be subject to the provisions of this Agreement. During the year, the teacher must meet any requirements established by the Board of Education (identified in the teacher's individual contract) toward the regular certificate in the curricular area the teacher was hired for under the Emergency Certificate. The courses will not be subject to reimbursement under the provisions of this Agreement. The parties recognize the district is under no obligation to continue the employment of the teacher for the ensuing school year.

- **D.** Teachers shall be advanced one (1) step on the salary schedule for a year or more of active military service.
- E. When requested or required of staff members by the administration, tuition for courses necessary to complete a Master of Arts, Master of Science degree, or courses necessary to become "highly qualified" will be paid at 100% following documentation of course completion with a grade of 3.0 or better. In cases of pass/fail classes, a pass is acceptable. Mileage expenses will be paid at 50% of the allowable federal reimbursement rate. The Board will only approve credits obtained at Michigan state funded universities, colleges, and community colleges, or on-line courses approved by the Michigan Department of Education. Tuition and mileage will be turned in to Central Office and paid per semester.
- **F.** Examination fees for "highly qualified" will be paid upon documentation of successful completion.
- **G.** When presented by the teacher for Board approval, but not at Board request, the teacher will be reimbursed the cost of tuition not to exceed \$180.00 per semester hour and \$120.00 per quarter hour for the successful completion of courses to be credited to a Master of Arts (MA) or a Master of Science (MS) degree program from a Michigan Department of Education approved teacher training college or university or for courses specifically approved by the administration and Board of Education, provided that a grade of 3.0 or better has been attained.
- **H.** Subject to the restrictions in the Public Employment Relations Act, years of service increments will become effective the beginning day of the teacher work year and subject to the same limitation, advancement under the salary schedule shall be automatic as of the beginning day of the teacher work year or February 1st following completion of requirements in professional or academic courses.

- I. Teachers who reside outside of the Fairview Area School (FAS) district and their children attend FAS will receive a \$500.00 per year/per family cash payment.
- J. The Board will not pay for any Schedule B positions for the duration of this **three-year** agreement. The determination as to whether to pay for extracurricular positions at the specified rates is reserved to the Board. However, a stipend for head coaches will be paid from the athletic budget.

<u>Schedule B: (extracurricular pay)</u> - The rate of pay for extracurricular duty is to be determined by the table as outlined below. The base rate is to be \$30,000.

<u>Group I</u>		<u>Group II</u>	
Varsity BasketballBoys J.V. BasketballBoys Varsity BasketballGirls J.V. BasketballGirls 7th/8th Grade BasketballBoys 7 th /8 th Grade Basketball—Girls	8% 6% 8% 6% 2.5% 2.5%	Cross Country Varsity Track Jr. High Track	4% 6% 2%
<u>Group III</u>		Group IV	
Varsity Baseball—Boys	4%	Knowledge Bowl	3%
Group V		Group VI	
Plays Musical Plays	2% 2%	Cheerleading—Varsity/J.V.	4%
Group VII		Group VIII	
Senior Class Advisor Junior Class Advisor	2% 1.5%	Soccer	4%
Group IX			
Varsity Volleyball—Girls J.V. Volleyball—Girls	4% 3%		

APPENDIX B

A. Fringe Benefit - Medical

Full-time teachers shall be offered medical insurance paid by the Board. Teachers who opt-out of medical insurance coverage will receive an \$1,800.00 per year cash payment.

1. Medical Plan

<u>Priority Health: Priority POS traditional plan</u> with a \$500/\$1000 in-network annual deductible, 20% coinsurance after deductible, with a maximum out-of-pocket limit of 1P **\$8,100** and 2P/FF **\$16,200**.

\$5/\$35/\$75/\$95/20%/20% prescription drug copay to be paid by the employee. Express Script fills the 90 day mail order Rx and Diplomat Specialty fills 30 day specialty Rx. Local pharmacy services may also be used.

or

<u>Priority Health: Priority POS HSA plan</u> with a **\$1500/\$3000** in network annual deductible, **15%** coinsurance after deductible, with a maximum out-of-pocket limit of 1P **\$4,000** and 2P/FF **\$8,000**.

\$5/\$30/\$65/\$85/20%/20% prescription drug copay to be paid by the employee. Express Script fills the 90 day mail order Rx and Diplomat Specialty fills 30 day specialty Rx. Local pharmacy services may also be used.

Employees on this plan are required to maintain a separate HSA account to be employee funded via payroll deduction with an amount of his/her choosing.

2. <u>Optional Benefits</u>

Teachers who elect not to enroll in the medical plan will receive an improved dental plan under Section B below.

3. <u>Premiums and other costs.</u>

For the period of **July 1, 2022 to June 30, 2025** the Board will pay the cost of the medical plan premium up to the limits set forth in Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011). The Board's contribution shall increase/decrease pursuant to any statutory changes when the medical benefit plan renews on July 1. Any cost above the Board's contribution shall be subject to payroll deduction. The coverage of this provision is limited to one health plan per household.

B. <u>Dental</u>

Full-time teachers shall be offered dental insurance paid by the Board, subject to the following conditions and limitations:

The coverage is to be coverage for the teacher and eligible dependents. Coverage includes Basic Dentistry--50% with 10% increase per year to 100% incentive. Major Dentistry--50% with a combination of annual maximum basic and major benefit of \$1,000.00. Orthodontic Dentistry--50%/\$50.00 deductible/\$1,500.00 lifetime maximum with limiting age of 19.

Teachers not needing health insurance will be offered improved dental coverage to include Basic Dentistry--100%. Major Dentistry--90% with a combination of annual maximum basic and major benefit of \$1,000.00. Orthodontic Dentistry--50%/\$1,500.00 lifetime maximum with limiting age of 19.

C. <u>Vision</u>

The coverage will be provided by EyeMed Vision Care with **\$50** frames for the full time teacher and eligible dependents.

D. Long-Term Disability

The coverage is to be coverage for full-time teachers only. The coverage is 60% benefit escalating to 75% with integrated maximum monthly benefit of \$3,500.00/ elimination period 120 calendar days.

- **E.** Part-time teachers are not eligible for insurance benefits.
- F. <u>Proof of Dependents</u>

The Board, through its administration, reserves the right to require a teacher to show proof of dependents' status when the inclusion of the dependent(s) requires that additional or continuing premiums be paid.

- **G.** The district reserves the right to determine the underwriters, third party administrators of the dental, vision and long-term disability policies plans set forth above and to self insure. If changes are made, the coverage will be comparable.
- **H.** Teachers may elect to enroll in other insurance options and programs available through the Business Office.

Letter of Agreement

between the

Fairview Area Schools Board of Education

and the

Fairview Teachers' Association—American Federation of Teachers

Re: Emergency paid sick leave due to mandated quarantine during the COVID-19 / pandemic

It is hereby acknowledged and agreed as follows:

- 1. The parties recognize the importance of maintaining safe facilities and operations during the global COVID-19 / pandemic and acknowledge the importance of prudent measures to prevent District employees, students, and their families from being exposed to or infected with Coronavirus.
- 2. The parties acknowledge and agree that the coronavirus/COVID-19 / pandemic may create circumstances requiring unanticipated teacher absences.
- 3. The parties intend for this Letter of Agreement to remain in effect through the duration of the Master Bargaining Agreement (2022- 2025).
- 4. The parties agree this Letter of Understanding is part of the parties' collective response to the coronavirus/COVID-19 / pandemic and will not set precedent in any other matter.
- 5. To these ends, the parties agree that if a teacher is unable to work due to a positive COVID-19 diagnosis the district will provide a 50/50 split on mandated sick days (50% district / 50% staff member). If the district mandates a teacher quarantine due to safety-screening (e.g. high temperature or positive report of key symptoms) the district will provide 100% of the mandated sick days. Proof of the positive diagnosis is required.
- 6. The parties agree no other Letters of Agreement on this topic are active or binding upon either party.

For the Board

Date

For the FTA

Date