

Ratified by FTA-AFTM: August 30, 2011
Approved by Board of Education: September 12, 2011

INDEX

**FAIRVIEW TEACHERS' ASSOCIATION-AMERICAN FEDERATION OF TEACHERS
MICHIGAN**

2011-2013

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FAIRVIEW TEACHERS' ASSOCIATION-AMERICAN FEDERATION OF TEACHERS'
AGREEMENT

This agreement entered into this 18 day of August 2011, 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 professional personnel on tenure, classroom teachers, guidance counselors, librarians, and all 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 "teacher" as used in this agreement shall not include substitute teachers or **“lead teacher”/administrative professional duty hours.**
- 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. The provisions of this agreement shall be considered part of the established policies of the Board.
- C.** Within thirty (30) days of the beginning of his/her employment, a teacher shall sign and deliver to the Board an assignment authorizing the deduction of membership dues or assessments of the FTA-AFTM, or an amount equal to becoming a member, upon such conditions as the FTA and the Board shall establish.
- D.** 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.
- E.** **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. NOTE: The Union does not agree with the State's position on this clause.**

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 school code and 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. 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. 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; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employment; 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 hereby agrees that all teachers shall have the right freely to organize, 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 in the FTA-AFTM or

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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 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 teacher asked to substitute for another teacher necessitating the giving up of a conference period shall be paid \$16.00 per hour, payable in 20-minute increments. Any teacher covering a full period will receive the full \$16. 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 \$20.00 per hour, payable and rounded up or down in 20 minute increments. Such sum shall be added in the next paycheck following submission of a time sheet.
- D.** Any teacher asked to supervise an after-school study or tutoring type program shall be paid \$16.00 per hour, payable in 20 minute increments. 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 no later than 7:50 a.m.
 - 2. Teachers will leave school no earlier than 3:45 p.m., except on Fridays, or days previous to a holiday when teachers may leave five (5) minutes after close of classes, 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.
- B.** The total number of contract days and hours shall be determined by the beginning and ending dates of the school calendar, and in addition, shall include the following conditions and agreements:

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1. Up to one hundred eighty-two (182) teacher attendance days/hours, of which a minimum of one hundred seventy –one days (171 days/1120 hours) must be scheduled student attendance days/hours. For 2011-2012, Board will honor the approved calendar with 170 student days.
 2. Five (5) paid holidays listed below, making a total of 187 contracted days (186 for 2011-2012).
 - a. New Year's Day
 - b. Memorial Day
 - c. Labor Day
 - d. Christmas Day
 - e. Thanksgiving Day
 3. All other recess periods included in the school calendar are without pay.
 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. Any work requested/required of professional personnel beyond the contracted days shall be compensated at an hourly rate using the formula as has been used in past contracts: salary / 187 (2012-2013), 186 (2011-2012).
- C.** All teachers shall be entitled to a duty-free, uninterrupted lunch for a period of thirty (30) minutes in length.
- D.** Parent-teacher conferences may be scheduled by the administration during the evening hours. When parent-teacher conferences are so scheduled, teachers will be granted one-half day off in lieu of the time scheduled for evening conference sessions.

ARTICLE VI: TEACHING LOADS AND ASSIGNMENTS

- A.** The normal weekly teaching load in the senior and junior high school shall be thirty (30) teaching periods and five (5) conference periods. The administration shall not alter the normal weekly teaching load of the staff, as currently structured, without joint study with the affected staff and with approval of the union membership.

- B.** In a normal work day, elementary teachers will be provided with 30 minutes of conference time each day, broken into no more than two time periods. In addition, elementary teachers shall use for preparation all time during which their classes are receiving special instruction. In a normal work day, the ‘specials’ time shall normally be 30 minutes. The Board, through its administration, reserves the right to deviate from this provision when scheduling and other circumstances require it, after consultation with the teacher. Total conference time shall not be less than one hour per normal teaching day.

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, the Board agrees to engage teacher assistants in the elementary school. The number of assistants is to be decided by the administration after consultation with the teachers involved.
- D.** 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, in conjunction with the teachers, will work on a policy to address the inclusion issue. 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 XVIII 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 Paragraph B.
- B.** 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. However, accumulated sick leave, which will be paid upon termination or completion of contract, will remain at 100 days.

- C.** Personal illness shall be defined as a genuine illness, disease or affliction that a teacher has on his/her own body that requires confinement at home, hospitalization, medication or a doctor's care.
- D.** 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 accumulative sick leave total. These days are not cumulative.

ARTICLE IX: OTHER LEAVES OF ABSENCE

- A.** No more than three (3) days per funeral will be given for funerals in the immediate or personal 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. They 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, the Board shall, at the end of each school year, pay each teacher for his/her unused leave days at the rate of 50% of a day's wages on Step 0 of the Professional/Continuing Scale or teachers may add unused personal leave days to his/her sick bank. Employees must inform Central Office personnel by the end of the school year if unused personal leave days are to be added to the bank of sick days. If the employee takes no action, the employee will be reimbursed as stated above.
- C.** A maternity leave for the period of "confinement" may be deducted from sick leave. Additional maternity leave shall be granted without pay. The teacher shall be entitled to return from such leave within two (2) years. The returning date will be mutually established at the time the leave is granted.
- D.** Sabbatical leave shall be granted without pay for continued education by mutual consent.
- E.** Salaries for teachers required to serve jury duty will be "made whole".
- F.** The FTA-AFTM shall be granted the use of up to five (5) days for FTA-AFTM business without using personal absence days. The FTA-AFTM will reimburse the cost of the substitute service cost, which includes the substitute's salary, FICA, and retirement.

- G.** Absences taken during the school year, other than those for which provision has been made under this agreement, shall not be permitted except at the discretion of the Board. Deductions from salary for such absences shall be at the daily contract gross rate. The daily rate shall be determined by dividing the yearly contract gross, excluding extracurricular pay, by the total number of contract days.
- H.** Compensation time will be allowed but must be pre-approved by the administration. Compensation time must be allowed for time spent on school issues outside the normal workday and/or work year, which have been pre-approved.

ARTICLE X: PHYSICALS

- A.** For the protection of children, the Board shall require of each new teacher a satisfactory health certificate from a physician authorized to practice medicine under the laws of the State of Michigan. This certificate shall be filed in the teacher's personnel file before the employee will be permitted to take up his/her duties. In addition, at the time of initial employment, a teacher shall submit a report of a negative chest x-ray or a TB skin test, taken within six (6) months. Thereafter, a negative TB skin test or negative chest x-ray may be required every three (3) years. The TB skin test shall be provided at Board expense. Each teacher shall have the option of securing an x-ray elsewhere at his/her own expense.
- B.** Any additional medical examinations both physical and mental can be required by the administration. The physician performing such examination will be selected by the Board and at Board expense.

ARTICLE XI: TERMINAL LEAVE

In appreciation for services to the school district, a terminal leave payment of up to one hundred (100) days at a rate of \$45.00 per day will be paid upon retirement or completion of contract. Teachers that currently have 100 days as of June 30, 2011 or have committed in writing to the retirement AR by June 30, 2011 will be paid upon retirement twenty-five percent (25%) of unused sick leave, up to 100 days. These will be paid upon retirement or completion of contract. This will be based upon the 2010-2011 annual salary that the teacher received. The daily rate is to be determined by Article IX, Par. G.

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.
- C.** No material originating after initial employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material.

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.** Study hall and classroom teachers are to remain with their class or study hall 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 teacher shall be reprimanded or disciplined in an arbitrary or capricious manner.

ARTICLE XIV: SENIORITY

- A.** Seniority will only be used as a tie breaker if all other credentials are equal. (HB 4627)
- B.** Seniority is defined as lengths of service within the district as of the last date of hire and shall apply to all professional personnel who hold full teacher certification issued by the Michigan Department of Education. Any person who is employed with the Board by the issuance of any type of special certificate shall not accrue seniority.
- C.** All teachers shall accrue seniority as determined by ORS.
- D.** Seniority shall be lost for the following reasons:
 - 1. Resignation or retirement
 - 2. Failure to accept position when recalled
 - 3. Dismissal by the Board
- E.** Seniority shall accrue during approved leave of absence up to one (1) year. See Article XVIII as it applies to less than full time teachers.

ARTICLE XV: REDUCTION IN PERSONNEL AND RECALL

The following applies to those on staff not covered by the tenure act, follows Section 1248 Revised School Code 1976, PA 451, MCL 380.1248.

- A.** Whenever it is necessary to reduce the staff, the following procedure shall be applied:
1. The Board shall determine what positions are to be eliminated.
 2. In grades 7-12, the teacher with the least amount of service in the system shall be laid off **if all credentials are equal.**
 3. In grades K-6, the teacher with the least amount of service in the system shall be laid off **if all credentials are equal.**
 4. The superintendent shall make verbal notification of possible impending layoffs as early as possible. Affected teachers will receive written notification of at least 60 days of an impending layoff. Within ten (10) days after notification by certified mail from such layoff, those teachers who received notices of layoff will be allowed to displace any teacher in the system provided they have more service and hold certification to teach in the department or elementary area, where there is a teacher with less service in the district.
- B.** Any teacher on layoff shall be recalled in inverse order of layoff, provided the teacher is certified and qualified for the vacancy. The Board shall employ no new teachers while there are teachers of the district who are laid off, unless there are no laid-off teachers with proper certification and qualifications to fill any vacancy, which may arise.
- C.** "Qualified", when used in the Article, shall mean that a teacher must have, as a minimum, a State-certified minor in the subject area to which they will be assigned, when recalled.
- D.** 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 the teaching position at the beginning of 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, subject to the following conditions:
1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had the individual been employed for the entire school year.
 2. The salary earned through employment in the district shall not be less than his/her salary for the same or a similar period during the preceding school year.

- E.** When notified of recall, the teacher being recalled shall receive notice by certified mail and have ten business days from receipt of the recall notice in which to provide written acceptance of the position being offered. Should a recalled teacher be in a contractual relationship with another district, written notification shall still be required indicating a desire to exercise recall when existing contract terms are fulfilled. Failure to respond within this time frame shall constitute refusal of recall and all rights of recall shall thereby be forfeited. Rights of recall shall expire sixty (60) months from the date of layoff.

ARTICLE XVI: PAYROLL DEDUCTIONS

- A.** Upon written authorization from the teacher, FTA-AFTM dues shall be deducted from the first twenty (20) pays of the school year or, at teacher option in one (1st pay) deduction or two equal deductions from pays one and two. This sum shall be delivered to the FTA-AFTM treasurer each of the twenty (20) paydays. Such authorization shall continue in place until cancelled by written notification.
- B.** 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.
- C.** 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 XVII: 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 has a phone available in their assigned classroom and shall keep a log of all personal long distance calls made. They will turn in the log and pay their bill when notified of the amount by the administration.
- D.** The Board agrees to consider applications from tenure teachers for openings in the school system. Openings are to be posted in the teachers' lounge and the elementary office.

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E. Definition of Less Than Full Time

Teaching Time	6 or more teaching periods	3 to 5 teaching periods	1-2 teaching periods
Salary	Full	Prorated	Prorated
Benefits	Full	See note	See note
NOTE: Insurance is available for part time with ENTIRE cost to be paid by employee This option will no longer be available after 12-31-2013.			
Prep Time	Full	1/2 of teaching period	None
Sick Days	Full	7 prorated days	5 prorated days
Teaching Time	6 or more teaching periods	3 to 5 teaching periods	1-2 teaching periods
Sick Carryover	Full	0	0
Terminal Leave	Full	0	0
Personal Days	Full	0	0
Seniority	As determined by ORS (1/10 th 's)		
Steps	Full	Full	0
Longevity	Total number of years of service to the district		

Exceptions:

Retired staff shall be contracted at scale as per contract for a new employee. Seniority, sick day carry-over, terminal leave and health care benefits shall not apply.

Prorated sick day means: a day at the teacher's contracted time per day.

ARTICLE XVIII: DURATION OF AGREEMENT

This agreement shall be effective August 18, 2011 and shall continue in effect for a period of two (2) years, ending August 18, 2013.

ARTICLE XIX: 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 school principal during non-teaching hours, with the object of resolving it informally.
- C.** In the event the matter is not satisfactorily resolved, the following procedure shall be followed:

1. Step One. The grievance shall be reduced to writing within five (5) school days, signed by the teacher or teachers involved, and submitted to the school principal.
 - 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 principal shall submit an answer, in writing, within ten (10) school days. One (1) copy of that decision shall go to the grievant.

2. Step Two. Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the superintendent of schools or his/her designated representative. The appeal shall be in writing and shall contain the reasons for the appeal.
 - a. Within ten (10) school days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher involved and the school principal.

3. Step Three. Within five (5) school 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 Two.
 - a. Within twenty-five (25) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an association representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the teacher involved, to the association representative, and to the school superintendent.
 - b. If the teacher still believes the matter is not satisfactorily resolved, the teacher may appeal to the union representative. The union must then decide if the matter merits further processing.

4. Step Four. Within ten (10) school days after receiving the Board's decision, the union 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 Three. Mediation shall be provided by the State of Michigan through MERC.

* A "grievance" occurring five (5) days prior to the close of school or over the summer break must be submitted within ten (10) weekdays – (14 calendar days).

Signature Page

BOARD OF EDUCATION

BY _____
Board President Date

BY _____
Board Secretary Date

EDUCATION FEDERATION

BY _____
FTA-AFTM President Date

BY _____
FTA-AFTM Negotiator Date

APPENDIX A

FAIRVIEW AREA SCHOOLS

2012-2013 PROFESSIONAL SALARY SCHEDULE

<u>Years of Experience</u>	<u>Provisional</u>	<u>Prof/Cont</u>	<u>M/A</u>	<u>Step</u>
0	33,565	34,503	36,412	0
1	35,279	36,222	38,204	1
2	37,008	37,951	39,996	2
3	38,731	39,664	41,788	3
4	40,460	41,394	43,587	4
5	42,179	43,096	45,390	5
6	43,830	44,846	47,193	6
7	45,495	46,555	48,980	7
8	47,166	48,268	50,783	8
9	48,832	49,997	52,575	9
10	50,493	51,727	54,373	10
11		53,445	56,175	11
12		55,158	57,974	12

*Regular teacher experience increments on "Provisional" Scale end with Step 5. Steps 6 through 10 are solely for computation of extracurricular pay.

- A. Longevity-A pay at the rate of \$150.00 per year will be granted to teachers with permanent/continuing certification, professional/continuing certification, and certified teachers with a master's degree.

- B. Longevity-AR. Any teacher who submits a letter of resignation by April 30th with an effective date of three (3) school years or less and has reached Step Twelve (12) on the salary schedule is eligible for Longevity-AR at the time his/her resignation is accepted by the Board or the Board's designee. Longevity-AR may be computed for one (1), two (2), or a maximum of three (3) years. The teacher's date of resignation is irrevocable once the teacher accepts Longevity-AR. Longevity-AR is a payment of \$4000 per year, payable with the first payroll of the contracted school year, into the teacher's designated 403(b) account. If the state offers a retirement incentive after the April 30th deadline, the deadline will be waived. Teachers who had committed prior to June 30, 2011 will continue with Longevity-AR being calculated by adding \$4,000.00 per year to the teacher's regular salary for a maximum of three (3) years as per 2008-2011 contract.

- C.** A maximum of five (5) years' teaching experience may be accepted from another school system. The Board shall evaluate credits for experience outside the school system and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory.
- D.** Teachers shall be advanced one (1) step on the salary schedule for a year or more of active military service.
- E.** Teachers shall be paid at the rate of \$15.00 per semester hour for credit hours earned beyond the number of semester hours necessary for the issuance of a permanent or continuing certification, up to a maximum of thirty (30) semester hours. All hours must be earned after the issuance of the permanent certificate.

Only those teachers who qualified for compensation under this paragraph during the 1985-86 contract year shall continue to receive compensation under this provision of the contract. No additional hours earned will be paid in this manner. Any compensation for hours completed towards an advanced degree will also terminate when the degree is granted.

- F.** 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 "C" 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.
- G.** Examination fees for "highly qualified" will be paid upon documentation of successful completion.
- H.** 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 \$140.00 per semester hour and \$100.00 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 "C" or better has been attained.
- I.** Increments become effective the beginning day of the school year and advancement under the salary schedule shall be automatic as of the beginning day of school or February 1st following completion of requirements in professional or academic courses.
- J.** In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following additional sums:

EXTRACURRICULAR PAY: Extracurricular items listed in this section will not be paid by the Board for the 2011-2012 and 2012-2013 school years. The rate of pay for extracurricular duty is to be determined by the table as outlined below and by the number of years of experience in the activity grouping for which pay is being computed. No more than one (1) year of experience credit, per year, will be given for any one activity grouping. No more than five (5) years of experience in the activity outside the system will be allowed. The base rate is to be determined by the Provisional column.

Group I

Varsity Basketball--Boys	8%
J.V. Basketball--Boys	6%
Varsity Basketball--Girls	8%
J.V. Basketball--Girls	6%
Freshman Basketball--Boys	4%
8th Grade Basketball--Boys	2.5%
7th Grade Basketball--Boys	2%
8th Grade Basketball--Girls	2.5%
7th Grade Basketball--Girls	2%

Group IV

Varsity Baseball—Boys	4%
Varsity Softball—Girls	4%
J.V. Baseball—Boys	2%
J. V. Softball—Girls	2%

Group VI

Drama	4%
Plays (per play)	2%
Musical Plays	2%
Music Programs, Concerts	4%

Group VIII

Cheerleading—Varsity/J.V.	4%
Cheerleading—Jr. High	2%

Group X

Golf	4%
Soccer	4%

Group II

5th Grade Basketball--Boys & Girls	1%
6th Grade Basketball--Boys & Girls	1%

Group III

Cross Country	4%
Varsity Track—Boys	6%
Varsity Track—Girls	6%
Jr. High Track—Boys	2%
Jr. High Track—Girls	2%

Group V

Forensics	4%
Asst. Forensics	2%
Jr. High Forensics	1%
Debate	2%
Knowledge Bowl	3%

Group VII

Year Book Advisor (per past practice)

Group IX

Senior Class Advisor	2%
Junior Class Advisor	1.5%
Credit for 9 th & 10 th Grades on schedule	

Group XI

Varsity Volleyball—Girls	4%
J.V. Volleyball—Girls	3%

APPENDIX B

A. Fringe Benefit - Medical.

Full-time teachers shall be offered medical insurance paid by the Board of Education subject to the statutes set forth in Public Act 152 of 2011 as well as the following conditions and limitations; less than full time teachers shall be offered the same medical insurance at their own expense with no cost to the board, subject to the forthcoming requirements of the Patient Protection and Affordable Care Act, on January 1, 2014. (Also see Article XVIII for less than full time status)

1. Medical Coverage
The coverage is to be basic medical coverage, surgical and hospital for the teacher and members of the immediate family.
2. Optional Benefits
As an option for those teachers who do not choose the basic medical coverage fringe, the Board will pay premiums on dental and vision coverage equal to the premium for "Employee Only" basic medical coverage.
3. Additional Coverage
Any other coverage that a teacher may elect to add as options to a policy, such as loss of time coverage, extended care coverage, or life insurance not covered nor is the option guaranteed by this agreement.
4. Proof of Dependents
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.
5. Carrier
The Board reserves the right to select the carrier for the medical, fringe benefits. The coverage for Basic Medical fringe is to be comparable to MEBS Pet Wrap Ultra Star with a 1000/2000 deductible and Caremark—\$10/40.00 co-pay on prescriptions. This is a high deductible insurance product. This plan will be in effect January 01 through December 31st annually.
6. Premiums
For 2011-2012 year, board will pay 90% of insurance premiums with employees paying 10% using TSIP funds.
The total premiums for Full Family Medical/Hospitalization shall be paid by the Board of Education unless the premium increase is over 12% for combined coverage (i.e. single, 2-person, and full-family combined). The Teaching Staff Insurance Pool (TSIP) and, if necessary, the employees will be liable for the amount over the 12% premium increase. The TSIP shall be applied toward premium increases before any premium increase is payroll-deducted and applied toward premium costs. – see illustration.

For 2012-2013 year, board will pay 80% of insurance premium composite costs with employees paying 20% via payroll deduction as dictated by Public Act 152 of 2011.

All remaining TSIP funds will be divided and deposited into a 403(b) account of the employee's choice either current or new. This transaction will occur after December 31, 2012 to allow for reconciliation of claims to the account.

Disbursement will be made to all full-time employees as of July 1, 2012. Married couples on staff will receive two (2) portions.

Board will not pay any costs associated with the 403(b) accounts such as administration, reporting or accounting. All costs associated with the 403(b) account are the responsibility of the account owner.

Union and Board must agree on the final figure involved in the distribution by signature of the Union President or representative and the Board President or Chair of the Negotiations Committee.

The TSIP Fund is to be dissolved/cancelled after disbursement with no further future activity.

7. Period of Coverage The coverage is to be in effect for a period of 12 months. The plan year is defined as beginning July 1, 2012, and ending June 30, 2013 (as dictated by state mandate) with deductible year beginning January 1, 2013 and ending December 31, 2013.
8. Medical Insurance Deductible
The deductible amount related to the program and applied to the insurance plan shall be paid by the district as part of the program composite cost with reimbursement by employees of 20% via payroll deduction as dictated by Public Act 152 of 2011. Any administrative/maintenance fees are included in the composite cost to ensure a seamless delivery of insurance claims.
9. Newly Hired Teachers
When a new teacher is employed, she/he would be enrolled with a complete year of deductible paid into the deductible account.
10. 10/40 Rx Expense
In compensation for the increase in Rx co-pay from 10/20 to 10/40, teachers shall submit proof of purchase for those scripts for which she/he was charged \$40 so that the \$20 difference can be reimbursed. The plan will not honor and no payment will be made for professional services to include Rx reimbursements if a claim for those services requesting payment has not been received by the plan, or its underwriter, by July 31. This is 31 days after the end of the Fairview School fiscal year (June 30.)

B. Fringe Benefit - Dental. Teachers shall be offered dental insurance paid by the Board of Education, subject to the following conditions and limitations:

1. Dental Coverage
The coverage is to be coverage for the teacher and members of the immediate family. Coverage includes Basic Dentistry--50% with incentive M. 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.
2. Proof of Dependents
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.
3. Carrier
The Board reserves the right to select the carrier for the dental fringe benefits. The coverage is to be comparable to SET, Inc.
4. Premiums
The total premiums for the dental fringe shall be paid by the Board of Education.
5. Period of Coverage
The coverage is to be in effect for a period of 24 months, beginning September 1, 2011, and ending August 31, 2013.

C. Fringe Benefit - Vision

1. Vision Coverage
The coverage is to be coverage for the teacher and members of the immediate family. The coverage will be Ultra Vision Plan II with \$50.00 frames.
2. Proof of Dependents
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.
3. Carrier
The Board reserves the right to select the carrier for the vision fringe benefits. The coverage is to be comparable to SET, Inc.
4. Premiums
The total premiums for the vision fringe shall be paid by the Board of Education.

5. Period of Coverage
The coverage is to be in effect for a period of 24 months, beginning September 1, 2011, and ending August 31, 2013.

D. Fringe Benefit - Long-Term Disability

1. Long-Term Disability Coverage
The coverage is to be coverage for teachers only. The coverage is 60% benefit escalating to 75% with integrated maximum monthly benefit of \$3,500.00/ elimination period 120 calendar days.
2. Carrier
The carrier for the long-term disability coverage shall be Fortis Benefits Insurance Co. via SET, Inc.
3. Premiums
The total premiums for the long-term disability coverage shall be paid by the Board of Education.
4. Period of Coverage
The coverage is to be in effect for a period of 24 months, beginning September 1, 2011, and ending August 31, 2013.