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, 2025 to June 30, 2027

INDEX

FAIRVIEW AREA TEACHERS' CONTRACT
2025-2027

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FAIRVIEW TEACHERS' ASSOCIATION-AMERICAN FEDERATION OF TEACHERS' AGREEMENT

This Agreement is entered into this **1st day of July 2025** 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 11 of Public Act 336 of 1947 as amended, 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 unit as above defined.

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 the district's business, equipment, and operations, including directing the working forces and other affairs.
2. With regard to teachers, 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 teachers, to direct the working forces, including the right to hire, evaluate, promote, suspend, lay off, discharge, transfer, assign work or duties to, and determine the size of the work force necessary.

B. The FTA-AFTM recognizes that the Board is legally responsible for the operation of the entire school system, 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 all employees~~.~~ ,including teachers 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 336 of the Public Acts of 1947 as amended**, 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 336** or other laws of Michigan or federal laws, and the Constitution**s** 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 non- membership) in the FTA-AFTM, or in collective professional negotiations with the Board, or their 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. Michigan law (MCL 380.1526) mandates that all new classroom teachers within their first three years will be assigned a mentor. Any teacher asked by administration to mentor will be compensated $450 for the first year with 20 logged hours, $350 for the second year with 15 logged hours, and $250 for the third year with 10 logged hours. This is payable at the end of the year with a completed, turned in log no later than June 1st each year. Teachers on staff will get preference when selecting mentors.

E. 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 **unless agreed to by the parties.**

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 **school** 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**n uninterrupted** conference/preparation period during the student instructional day equal in length to a student class period as defined in the master schedule. **When possible, this will apply to K-12 staff as well (ex. music, art, gym).**

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. During 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. The primary purpose of conference/preparation time is for individual teacher planning and preparation. Other purposes may include, but are not limited to IEP meetings, interaction with administration, contact with parents, student assemblies (if attendance is required) and other professional activities.

D. **Any teacher asked to serve as substitute administrator shall receive in addition to their regular teaching pay, an amount equal to the certified teacher sub pay for each day requested to substitute**

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 made manageable whenever possible, with the following maximums recommended.**

Class Size Overage Compensation/Payout Option

1. **Eligibility- each student enrolled beyond cap**

Kindergarten/ First grade	**22**
Grades 2-5	**27**
Grades 6-12	**30**
MS/HS Music/ PE	**35**

2. **Rate of Pay**
    a. **The overage rate shall be calculated using the base salary ($42,860.36) multiplied by 0.008, which equals $342.88 per student per semester for full-day instruction.**
    b. **This rate breaks down to $3.81 per student, per day for K–5, and $0.586 per student, per class period, per day for 6–12 (based on a 6.5-hour instructional day).**

3. **Calculation**

    a. **Overage pay is calculated per student, per day, based on the number of students officially enrolled (on the books) on each instructional day.**
    b. **Compensation ceases on any day the class or section falls at or below the cap.**

4. **Payout Options**

    a. **To provide administrative flexibility, the district may choose to pay overages on any of the following schedules:**

        1. **Per Marking Period**
        2. **Per Semester**
        3. **Annually**

b. **All payments shall be based on the daily enrollment records and prorated accordingly.**

5. **Absences**

    a. **Student absences shall not affect overage pay. Payments are based solely on official enrollment, not attendance.**

6. **Record Keeping**

    a. **The district shall maintain transparent and accurate daily enrollment records for all classes.**

    b. **Teachers shall also be responsible for independently tracking student enrollment in their classrooms on a daily basis.**

    c. **In the event of a discrepancy, both district and teacher records shall be reviewed collaboratively to determine correct overage compensation.**

    d. **Teachers may request a review of their rosters at any time and shall be provided access to enrollment reports upon request.**

    e. **A shared log or verification form may be used to facilitate agreement on daily student counts.**

<u>Paraprofessional in Lieu of Compensation</u>

7. **Paraprofessional Alternative**

    a. **The district may choose to provide a paraprofessional to assist in lieu of paying overage compensation for exceeding class size caps.**

8. **In the Event of Paraprofessional Absence**

    a. **After three consecutive days that a paraprofessional is not present, and no qualified substitute paraprofessional is provided, the teacher shall receive the applicable daily overage rate for each student over the class size cap.**

    b. **The overage rate will be based on the same per-student, per-day formula as outlined in Section 2.**

c. **Teachers are expected to notify the administration of the paraprofessional's absence to ensure accurate payroll adjustments.**

Class Splitting as an Alternative

9. Class Size Management Options

a. **In lieu of providing overage compensation or a paraprofessional, the district reserves the right to split a class into two or more sections to maintain class sizes at or below the agreed-upon cap.**

b. **If a class is split in such a manner that no single teacher exceeds the student cap, no overage compensation or paraprofessional support shall be required.**

c. **When a class is split, the district shall make a good-faith effort to ensure that:**

1. **Instructional time is preserved,**
2. **Workload remains equitable for affected staff, and**
3. **Appropriate staffing or room adjustments are provided to support the split.**

Clarification on 1:1 Paraprofessionals

a. **A paraprofessional assigned as a 1:1 support for an individual student under an IEP, 504 Plan, or other special education designation shall not be considered overage support for the purposes of class size compensation.**

b. **Only paraprofessionals who are assigned to support the general classroom and are available to assist with all students may be counted as fulfilling the district's obligation in lieu of overage pay.**

<u>Mutual Agreement on Class Size Management Option</u>

10. Selection of Class Size Mitigation Option

a. **In the event a class exceeds the contractual student cap, the teacher and building administrator shall engage in a collaborative discussion to determine the most appropriate mitigation strategy.**

b. **Options may include:**

1. **Providing a paraprofessional**
2. **Paying overage compensation**

3. **Splitting the class into smaller sections**

c. Final determination of the mitigation strategy shall be made by the administration, but only after good-faith consultation with the teacher. The teacher's input shall be meaningfully considered, and decisions should be based on the best interest of students, instructional effectiveness, and staffing capacity.

d. The determination can be reevaluated at any time by the teacher or administration.

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.

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 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 situation

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 **100** day limit will still receive their 10 sick days per year for a total of **110** days. However, the teacher may not end the contract year with more than **100** banked days. **For each of the unused (10) sick days each year, teachers will be compensated $50**

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 **(100)** days, which shall be available in future years.

C. Personal illness shall be defined as a genuine illness or disability of the teacher that requires the absence of the teacher from work.

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 accumulated sick leave total. These days are not cumulative.

E. 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's 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" if the teacher provides 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: RETIREMENT LEAVE

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

1. Have had at least **Ten (10)** 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. The teacher must submit an irrevocable letter of resignation by **April 30 of the prior year** 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 **$75.00** per day will be paid upon retirement.

ARTICLE XII: 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 teacher shall be disciplined, given a written reprimand or discharged by the employer except for just cause.
Disciplinary action will not be taken without first holding a conference with the employee to determine the facts of the incident.

An employee shall receive 24 hour notice prior to disciplinary or investigative conference, unless waived by the employee. The notice must include the time of meeting, the location, and the purpose.

The employee has the right to be accompanied by a Representative of the Union to any meeting, including but not limited to the investigative conference, that may or will result in disciplinary actions.

No employee will be publicly reprimanded

F. Teacher consistently rated as effective or higher. A teacher who is not probationary under section 1 of the Tenure Act and is rated effective or highly effective on the 3 most recent consecutive year-end evaluations may be evaluated biennially or triennially instead of annually.

G. Seniority is computed from the first date of hire and means the amount of time continuously employed as a member of the Bargaining Unit. The Employer will provide the Union access to a seniority roster of all bargaining unit members within the first month and throughout each school year.

Bargaining Unit Members who are on leave of absence or suspension will continue to accrue seniority, unless otherwise agreed upon by the parties.

Bargaining Unit Members who leave the Bargaining Unit altogether and perform other work for the Employer will have their seniority frozen until such time that they return to the Bargaining Unit. A Bargaining Unit Member will not accrue or maintain seniority if they are no longer employed by the Employer, except if they are on lay-off. A Bargaining Unit Member will not accrue seniority while on lay-off, but will not lose previously accrued seniority if they are recalled.

In the event of a tie in seniority, any employees with the seniority date will be considered according to the last two digits of their social security number. The higher number created by the last two digits of an employee's social security number will constitute higher seniority.

H. Layoff-

A "Layoff" is the separation of an employee for lack of work or funds, as determined by the employer, without fault or delinquency on the employee's part.

Employees to be laid off must be notified as soon as possible after the decision for layoff has been made. In no event will the Employer give the employees less than thirty (30) calendar days' written notice. The Employer agrees to provide the Union with a list of names of employees being laid off and such notice must be sent at the same time that it is issued to the employees so affected.

Employees will be recalled to a position/program for which they hold certification in reverse order of layoff when a vacancy occurs.

Each employee on layoff shall be required to provide the district personnel office in writing with the current address to which a letter of recall may be sent.

If a recall opportunity exists, a letter must be mailed to the employees last known address by certified mail with return receipt requested.

An employee offered a recall opportunity must notify the Employer in writing of his.her decision within seven (7) calendar days of receipt of the Employer's offer.

An employee who has been laid off will maintain recall rights for twenty-four (24) months from the date of layoff or until they refuse a recall opportunity, fail to respond to a recall letter, submit resignation, or accept employment in another school district, whichever is less.

Layoffs will occur in the following order:
Group 1: Bargaining Unit Members who work under a Permit (or equivalent for their position) and do not hold a teaching certificate (or equivalent for their position). Unless there are no other employees who are certified or qualified to bump into this position.

Group 2: Bargaining Unit Members who were rated as "needing support" in their last two or more evaluations. Unless there are no other employees who are certified or qualified to bump into this position.

If layoffs are necessary, the Employer will first lay off Bargaining Unit Members in Group 1 in accordance with seniority. If after laying off all individuals in Group 1 a need for additional layoffs remains, the Employer will lay off Bargaining Unit Members in Group 2 in accordance with seniority. If after laying off individuals in Group 2 a need for additional layoffs remains, the Employer will layoff in accordance with seniority unless there are no employees certified or qualified to bump into that position.

In the event of a layoff, employees will be allowed to bump into a position for which they are certified. Employees may displace another employee who has less seniority, provided the employee is competent to handle all of the responsibilities of the classification.

ARTICLE XIII: UNEMPLOYMENT COMPENSATION

A teacher who is laid off and who is paid unemployment compensation benefits associated with their 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 their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off.

ARTICLE XIV: 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 XV: 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. Provisions for less than full-time positions are as follows:

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 not available for part time employees and part time employees may not enroll at their own expense.		
Prep Time	Full	1/2 of teaching period	None

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

ARTICLE XVI: 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. Step One. 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. Step Two. 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. Step Three. 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.

ARTICLE XVII: UNION DEDUCTIONS

A. Upon written authorization from the teacher, FTA-AFTM dues shall be deducted monthly, bi-weekly, or yearly at teachers' and payroll's discretion. This sum shall be delivered to the FTA-AFTM treasurer each of the twenty-six (26) paydays. Such authorization shall continue in place until cancelled by written notification.

B. Payroll Deductions and Voluntary Membership A. The Board of Education agrees to deduct union dues from the salaries of employees in the following manner: 1. Association dues will be collected from all paychecks of all employees who authorize such a collection in writing. 2. Association dues will be collected at regularly scheduled intervals (biweekly, monthly, or yearly) beginning on the first pay week in September and continuing to the last pay week in June. 3. The Association will provide an updated list of all union members at the beginning of each month to facilitate the collection of union dues.

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

2025-2026 PROFESSIONAL SALARY SCHEDULE ($1,500 + 3% INCREASE)

Years of Experience	Provisional	Prof/Cont	MA/BA+30	Step
1	42,860	43,965	46,288	1
2	44,895	45,991	48,385	2
3	46,904	47,998	50484	3
4	48,930	50,022	52,592	4
5	50,943	52,015	54,702	5
6		54067	56,815	6
7		56,067	58,909	7
8		58,072	61,018	8
9		60,097	63,117	9
10		62,124	65,224	10
11		64,137	67,334	11
12		66,141	69,441	12

FAIRVIEW AREA SCHOOLS

2026-2027 PROFESSIONAL SALARY SCHEDULE (2% INCREASE)

Years of Experience	Provisional	Prof/Cont	MA/BA+30	Step
1	43,718	44,844	47,214	1
2	45,793	46,910	49,353	2
3	47,842	48,958	51,494	3
4	49,908	51,022	53,644	4
5	51,962	53,055	55,796	5
6		55,148	57,951	6
7		57,188	60,087	7
8		59,234	62,239	8
9		61,299	64,380	9
10		63,367	66,528	10
11		65,420	68,681	11
12		67,464	70,829	12

The salary schedule for the 2025-2026 school year is determined by increasing each step by $1,500 plus increasing each step by 3% after the $1,500 increase. Salary schedule for the 2026-2027 school year represents a 2% increase over the previous year. Lane changes apply 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 **April 30 of the prior year** 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 into 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

Schedule B: (extracurricular pay) - The rate of pay for extracurricular duty is to be determined by the table as outlined below. The base rate is to be $**20,000. Open jobs are posted internally first.**

Varsity Basketball--Boys	8%
Varsity Basketball--Girls	8%
J.V. Basketball--Boys	6%
J.V. Basketball--Girls	6%
7th/8th Grade Basketball--Boys	2.5%
7th/8th Grade Basketball—Girls	2.5%
Cross Country	5%
Varsity Track	6%
Jr. High Track	2%
Varsity Volleyball—Girls	5%
J.V. Volleyball—Girls	3%
7/8 volleyball	2.5%
Golf	5%
Varsity Baseball—Boys	5%
Soccer	5%
Cheerleading—Varsity/J.V.	4%
Knowledge Bowl	3%
Complete Yearbook(min 4 Students, extracurricular)	4%
Musical /Plays/Programs (per-up to 4 events)	1%
Science Olympiad	3%
Senior Class Advisor	2%
Junior Class Advisor	1.5%
Sophomore Class Advisor	1%
Freshman Class Advisor	1%
National Honor Society Advisor	2%

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

Priority Health: Priority POS traditional plan with a $500/$1000 in-network annual deductible, 20% coinsurance after deductible, with a maximum out-of-pocket limit of 1P **$9,100** and 2P/FF **$18,200**.

$5/$35/$80/$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

Priority Health: Priority POS HSA plan with a **$1650/$3300** in network annual deductible, **20%** coinsurance after deductible, with a maximum out-of-pocket limit of 1P **$4,500** and 2P/FF **$9,000**.

$5/$35/$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. Optional Benefits

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

3. Premiums and other costs.

For the period of **July 1, 2025 to June 30, 2027** 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. Dental

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 a 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 a limiting age of 19.

C. Vision

The coverage will be provided by EyeMed Vision Care for the full time teacher and eligible dependents.

D. Long-Term Disability

The coverage is to be for full-time teachers only. The coverage is 60% benefit with integrated maximum monthly benefit of $3,500.00/ elimination period 90 calendar days.

E. Part-time teachers are not eligible for insurance benefits.

F. 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.

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.

APPENDIX C - GRIEVANCE REPORT FORM -

Grievance #: _____
Fairview Area Schools

Distribution of Form:

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Date Received by Supervisor: _____

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. *(If additional space is needed, attach an additional sheet)*

1. **Article/Section Violated: _____**
2. **Statement of Grievance:**

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3. **Relief Sought:**

Signature of Grievant: _____ Date: _____

C. Disposition of Supervisor:

Signature: _____ **Date:** _____

D. Position of Grievant:

Signature: _____ **Date:** _____

E. Position of Union:

Signature: _____ **Date:** _____

LEVEL II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

Signature: _____ **Date:** _____

C. Position of Grievant:

Signature: _____ **Date:** _____

D. Position of Union:

Signature: _____ **Date:** _____

LEVEL III

A. Date Submitted to MERC for Mediation: _____

B. Date of Meeting with Mediator: _____

C. Position of Grievant:

Signature: _____ Date: _____

D. Position of Union:

Signature: _____ Date: _____

LEVEL IV

A. Date Received by Board of Education: _____

B. Disposition of Board of Education:

Signature of Board Representative: _____
Date: _____